REVISED

CITY OF REDLANDS

CITY COUNCIL

A G E N D A

MAY 6, 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

Council Member Davis will be participating remotely from:
The Scandal Lounge on the Mezzanine level of the Citizen Hotel, 926 J Street, Sacramento, CA 95814

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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, MAY 6, 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 government claim from claimant Alexis DeLeon threatening litigation (copy available for public inspection in City Clerk's Office)

2. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Two Cases:

   a. Chiakowsky, et, al. v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2402748
   b. California Department of Housing and Community Development v. Shangri-la Industries, LLC, et al., Los Angeles Superior Court, Case No. 24STCV00629

3. Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Christopher Boatman)

Property:	APN: 0292-063-38-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Seth Davis; Managing Director, Arixa Capital
Under Negotiation:	Terms of payment and price for possible purchase of property by the City

4. Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Christopher Boatman)

Property:	APN: 0171-191-30-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Char Burgess, President, Redlands Historical Museum Association
Under Negotiation:	Terms of possible transfer of the property

5. Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Christopher Boatman)

Property:	APN: 0171-089-13-0000 (21 N. Church St.)
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Zach Smith
Under Negotiation:	Terms of payment and price for possible sale of property by the City

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6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Davis***
Pledge of Allegiance by Arroyo Verde Elementary School 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 Asian American and Pacific Islander Heritage Month Proclamations to Hien Huynh, Gayatri Prasad Kattel, and Netra Prasad Dhakal (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.)

1. Approve minutes of the regular meeting of April 15, 2025, and special meeting minutes of April 29, 2025 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring May 2025, as Asian American Pacific Islander Heritage Month (Mayor Saucedo)

3. Authorize issuance of a proclamation declaring the month of May 2025 as Frontline Workers Appreciation Month (Mayor Saucedo)

4. Approve recommendation for appointments to the Citizens' Measure T Oversight Committee (Mayor Pro Tem Shaw, Council Members Tejeda and Davis)

5. Disclosure of Settlement Agreement and Release of All Claims - Travis Martinez adv. City of Redlands (City Attorney Garcia)

6. Adoption of Ordinance No. 2981 Amending Section 2.36.020 of the Redlands Municipal Code relating to the appointment of members of the Planning Commission (Development Services Director Desatnik)

7. Approve the Final Tract Map No. 20473 filed by Tri Point Homes (Development Services Director Desatnik)

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8. Adopt Resolution No. 8651 initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of the Engineer's Reports for Street Lighting District No. 1 and Landscape Maintenance District No.1, rescind Resolution No. 8542, and determine that adoption of the resolution is exempt from environmental review pursuant to the general rule of the California Environment Quality Act (CEQA) guidelines (Facilities and Community Services Director Crocker)

9. Approve a request for in-kind support in the amount of $58,001.34 related to the Redlands Fourth of July Celebration event on July 4, 2025, at Sylvan Park and Moore Middle School, authorize street closures as necessary for the event; authorize the sale and consumption of alcoholic beverages; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the CEQA guidelines (Facilities and Community Services Director Crocker)

10. Approve the cooperative purchase of a Toyota 50-8FG45U Forklift from Crown Lift for an amount of $75,865 (Facilities and Community Services Director Crocker)

11. Approve the First Amendment to the agreement with Watearth, Inc. for the San Timoteo Canyon, Live Oak Canyon, and Alessandro Road drainage study, to incorporate additional tasks, extend the term, and increase the total agreement amount from $128,377 to an amount not to exceed $159,901 (Facilities and Community Services Director Crocker)

12. Approve the Public Works Construction Contract with Mesa Energy Systems Inc. in an amount not to exceed $185,884 for a new HVAC system at Joslyn Sr. Center, approve an additional appropriation, and determine that this project is exempt from environmental review pursuant to Section 15304 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

13. Adopt Resolution No. 8682 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2025-2026 (Fire Chief Sessler)

14. Approve a Memorandum of Understanding (MOU) between the City of Redlands and the Indiana University School of Public Health-Bloomington for Mutual Beneficial Collaboration to utilize PulsePoint Respond to send notifications to community members about overdose prevention and naloxone (Fire Chief Sessler)

15. Approve a software license purchase with Azteca Systems, LLC for the Cityworks permitting/work order software and support for a 1-year term for a total cost of $51,810.89 (Management Services/Finance Director Garcia)

16. Approve the First Amendment to the Agreement with Hinderliter de Llamas and Associates for Business License Services, updating the contingency fee structure related to compliance, discovery, and collection services (Management Services/Finance Director Garcia)

17. Adopt Resolution No. 8681 for adoption of a Policy on Discontinuation of Residential Water Service for Non-Payment and rescinding Resolution No. 8647 (Management Services/Finance Director Garcia)

18. Approve the $248,067 construction contract with Elecnor Belco Electric, Inc. for the Highway Safety Improvement Program (HSIP) Cycle 10 Enhanced Crosswalk Project, Project No. S400021, HSIP-5083(027), reject the bid submitted by JT Construction Group, and determine that the project is categorically exempt pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

Recycled Paper

19. Approve the sole source purchase order with the Flock Group, Inc. to renew leases of automated license plate recognition cameras in the amount of $99,500 (Police Chief Tolber)

J. **Communications**

1. Conference Report- 2025 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly (Mayor Pro Tem Shaw and Council Member Davis)

K. **New Business**

1. Consideration of the Public Work Construction Contract with Angelus Waterproofing & Restoration, Inc. for an amount not-to-exceed $648,548 for the Citrus Avenue Parking Structure Maintenance and Repair Project, and determination that the project is exempt from environmental review pursuant to Section 15301(d)of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

2. Consideration of the Public Works Contract with Metrocell Construction, Inc. for an amount not-to-exceed $850,600 for the Ford Park Restroom Replacement Project, approve an additional appropriation in the amount of $135,660, and determine that the project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

3. Consideration of a Non-Professional Services Agreement with Houston & Harris PCS, Inc. for on-call sewer collection system maintenance services with an initial one (1) year term value not-to-exceed $250,000 with options to extend for two (2) additional years for a total potential amount not-to-exceed $750,000, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

4. Consideration of a Public Works Construction Contract with Tryco General Engineering for the Orange Blossom Trail Phase 4 Project for an amount not-to-exceed $960,145, and determine that the Project is categorically exempt from environmental review under Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

5. Consideration of Resolution No. 8675 authorizing the City Manager or his designee to execute a Construction Installment Sale Agreement with the State Water Resources Control Board for the construction of the Wastewater Treatment Plant Upgrades Project, prepare and submit required project documents, and dedicating revenues from the Wastewater debt service fund as the source of revenue for loan payments, and determine that approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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

M. **Adjournment**
The next regular meeting of the City Council will be held on May 20, 2025.

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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.

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City Council Meeting **I. 1.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of April 15, 2025, and special meeting minutes of April 29, 2025 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of April 15, 2025, and special meeting minutes of April 29, 2025.

Attachments

Regular meeting minutes of April 15, 2025

Special meeting minutes of April 29, 2025

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on April 15, 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; 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 explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

Claim Against the City - Steve Rogers asked about the timing of the claim submitted by Travis Martinez and urged the Council to use a law firm other than Best Best & Krieger LLP on this matter.

CLOSED SESSION

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 government claim from claimant Travis Martinez threatening litigation (copy available for public inspection in City Clerk's Office).

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
One Case:

a. California Department of Housing and Community Development v. Shangri-la Industries, LLC, et al., Los Angeles Superior Court, Case No. 24STCV00629

Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Christopher Boatman)

Property:	APN 0292-063-38-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Seth Davis; Managing Director, Arixa Capital
Under Negotiation:	Terms of payment and price for possible purchase of property by the City.

Conference with real property negotiators - Government Code §54956.8
(Facilities and Community Services Director Crocker)

Property:	0168031120000, 0168031100000, 0168031080000, 0291201110000, 0291201170000, 0168041190000, 0168041250000, 0168041490000, 0168041600000, 0291201060000, 0291201050000, 0291201040000, 0291201030000, 0168041210000, 0168311080000, 0297111050000, 029711107000
Agency Negotiators:	Charles M. Duggan, City Manager; Tabitha Crocker, Facilities and Community Services Director
Negotiating Party:	San Bernardino County
Under Negotiation:	Terms of property transfer.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:35 P.M. with an invocation by Mayor Saucedo followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced Item No. C.1. - The City Council approved a settlement agreement and release of all claims between the City of Redlands and Travis Martinez pursuant to the following material terms: 1-Martinez shall file the required application for retirement within 10 days of the effective date of the settlement agreement; 2-City shall pay Martinez the sum of $871,956 plus the payout of accrued leave time and other accruals within 30 days of the effective date of the settlement agreement; 3-Within 30 days from the effective date of the settlement agreement City shall: 1) issue a retiree "flat badge"; 2) return to Martinez personal property in the department and retrieve personal photos and contacts from his city-issued cell phone; 3) make Martinez' personnel file available for his review; and 4-City and Martinez shall release each other for any and all current and future claims each may have against the other. Once fully executed, the agreement will be on file with the City Clerk's Office. The motion to approve the settlement agreement and release of all claim was made by Council Member Davis seconded by Council Member Tejeda and passed as follows: YES: Tejeda, Saucedo and Davis; NO: Shaw and Barich; Absent: None

City Attorney Garcia added there was no reportable action taken on Items C.2.; C.3.; and C.4.

PRESENTATIONS

Proclamation National Donate Life Month

Mayor Saucedo presented a Proclamation declaring the month of April 2025 as National Donate Life Month to John Vancampen, One Legacy Ambassador.

Sister Cities Gift Presentation

Roy Cencirulo, Redlands Sister Cities Board President, thanked the City for their support of the Sister Cities program and pointed out that the Redlands relationship with Hino, Japan, dated back to 1963. Mr. Cencirulo, fellow Board Members, and several students and chaperons who recently visited Hino, presented a lovely vase to Mayor Saucedo and the Council. They shared stories of their experiences and were grateful for the City's partnership.

PUBLIC COMMENT

In Honor of Officer SethFranklin - Redlands Police Officers Association President Jeff Frisch spoke to the sadness felt by so many at the loss of Police Officer Seth Franklin. He pointed out Officer Franklin's requests for presumptive work-related injuries had been denied, and he urged the City to reconsider, as his young family had been left with no income or health benefits.

Bicycle Classic - Dennis Bell took an unofficial head count of Bicycle Classic attendees a few different times throughout the weekend, and he said he could not come close to the 35,000–45,000 projected attendees as presented by the event organizers. He came up with about 1,200 people during the women's race on Saturday and about 300 people for the Sunday afternoon races. He wondered why the prize amounts were much lower than in past years.

Bike Safety & Traffic Enforcement - SD2 complained that the bike lanes near Redlands High School are often blocked by cars and are unsafe for cyclists. He said he had reported this, but he claimed the Police Department had not been responsive to his requests to enforce parking violations.

Claim Against the City - Steve Rogers raised questions regarding the Closed Session Report, announcing the Council had approved a settlement agreement with Travis Martinez. He restated his concerns about the City's choice to use Best Best & Krieger LLP, and he said there appeared to be a conflict of interest.

Opposition to Political Violence - Gregory Brittain said that incidences of political violence were increasing and, as an example, he described how recently someone had spray-painted a swastika on a local church, and it appeared to be politically motivated. He pushed the Council to officially condemn all violence.

Condemn Acts of Hatred - Michael Paisner put forth that one act of hate does not justify another act of hate, and he added that all acts of hatred should be condemned.

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 April 1, 2025.

Vote: 5 - 0 Passed

Proclamation National Donate Life Month

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the month of April, 2025 as National Donate Life Month.

Vote: 5 - 0 Passed

Proclamation May 1, 2025, National Day of Prayer

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring May 1, 2025, as National Day of Prayer in the City of Redlands.

Vote: 5 - 0 Passed

Resolution No. 8680 City Council Member Reference Handbook

City Manager Duggan provided background on Resolution No. 8680 and the establishment of the proposed City Council Member Reference Handbook, which was intended to serve as an orientation tool for new City Council members and as a reference manual. The Handbook is a collection of City Council practices, policies and ordinances relevant to the roles and responsibilities of City Council members, as well as state laws pertaining to legislative bodies and elected officials, such as the Ralph M. Brown Act and the Political Reform Act of 1974. The Handbook is an evolving document, and may be amended as needed. As public comment, Steve Rogers was disappointed that a 'code of conduct' was not included in the Handbook. He thought the document was lacking in other areas, as well, and suggested the handbook should have included steps by which the public could file a formal complaint.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8680 approving the City Council Member Reference Handbook.

Vote: 5 - 0 Passed

Resolution No. 8678 CUP No. 1107 Time Extension

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8678, authorizing a one-year time extension to the expiration date of Conditional Use Permit No. 1107 and associated entitlements for the adaptive reuse of a historic single-family residence as a medical clinic and pediatrician's office. The project site is located at 1605 Calvary Circle (APN: 0293-133-13-0000).

Vote: 5 - 0 Passed

Terminate Agreement/Reject All Bids for WWTP Secondary Clarifier Rehab Project

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the termination of the Non-Professional Services Agreement with Clean Infusion, LLC for cause, rejected all bids for the Wastewater Treatment Plant Secondary Clarifier No. 1 Rehabilitation Project (Bid #20240923-FM), and directed staff to solicit new bids for the project.

Vote: 5 - 0 Passed

Temporary Street Closure for U of R Commencement

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that authorization for the items associated with the University of Redlands commencement ceremony on April 25, 2025 are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and approved the temporary street closure of E. Brockton Ave from University Street to Grove Street on April 25, 2025, for the University of Redlands commencement ceremony.

Vote: 5 - 0 Passed

In-Kind Support Redlands Festival of Arts

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that authorization for the items associated with the Redlands Festival of Arts to be held on Saturday, May 24, and Sunday, May 25, 2025, are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized and approved the expenditure of city resources and in-kind support in the amount of $7.587, the temporary street closures, and the sale and consumption of alcoholic beverages during the Redlands Festival of Arts to be held on Saturday, May 24 and Sunday, May 25, 2025.

Vote: 5 - 0 Passed

In-Kind Support Redlands Firefighter's Car Show Event

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that authorization for the items associated with the Redlands Firefighter Car Show are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized and approved the temporary street closures, expenditure of city resources and in-kind support in the amount of $16,507, and the sale and consumption of alcoholic beverages relating to the Firefighter Car Show Event on May 25, 2025.

Vote: 5 - 0 Passed

COMMUNICATIONS

Charter Review of City's Commissions, Boards and Committees

Mayor Pro Tem Shaw opened the discussion to consider the formation of an Ad Hoc Committee of the City Council to review all charters for the City's Commissions, Boards and Committees. The goal is to increase and improve consistency across the various Commissions, Boards and Committees of the City. The Ad Hoc Committee, comprised of two Council members, will review the charters and make recommendations to the Council in approximately 60 days (Regular Meeting of June 17, 2025) on any proposed language amendments. The Committee will not be subject to the Brown Act as it will be limited in scope and duration and once the work has been finalized, the Ad Hoc Committee will automatically dissolve.

As public comment, Steve Rogers saw the value in a review of the City's commissions and boards, but urged the Council to review and examine the City Council itself. He added he disliked the move to district representation and preferred a separate office of the mayor, giving the final choice to the voters to select a mayor, and he supported a hybrid voting system, offering voters the ability to vote across districts.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the formation of an Ad Hoc Committee of the City Council to review all charters for the City's Commissions, Boards and Committees; and appointed Mayor Pro Tem Shaw and Council Member Barich to the Ad Hoc Committee.

Vote: 5 - 0 Passed

NEW BUSINESS

Safety Hall Facility Design & Construction Management Services

Assistant City Manager Boatman reviewed the First Amendment to a Professional Services Agreement with Holt Architects, Inc. for design and construction management services of the City's new Safety Hall Facility and explained the need to increase the total agreement to an amount not to exceed $4,537,563.

The initial contract, approved in February 2023, included space planning, design drawings, and construction drawings. This amendment represents the entirety of the contract and reflects the full scope of the project now that the space planning and design are complete. As the fee schedule for the design and construction management services is based on a percentage of the total project budget, an amendment to the agreement is required. To contribute to the success of this project, Holt Architects has reduced the standard service fee from 5.79% to 4.25%. As public comment, Steve Rogers questioned whether this project would ever be completed, and he thought the public would suffer because the City was not properly utilizing licensed engineers to act as project manager.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the First Amendment to a Professional Services Agreement with Holt Architects, Inc. for design and construction management services of the City's new Safety Hall Facility to increase the total agreement to an amount not to exceed $4,537,563; and approved an additional appropriation in the amount of $2,302,563 from the General Fund Reserve for Future Facilities.

Vote: 5 - 0 Passed

Ordinance No. 2981 & Resolution No. 8674 Selecting/Appointing Planning Commissioners

Development Services Director Desatnik presented Ordinance No. 2981, amending Section 2.36.020 of the Redlands Municipal Code relating to the appointment of members of the Planning Commission and Resolution No. 8674 establishing procedures for the selection of Planning Commissioners. An ad-hoc subcommittee of the City Council was formed in March 2025, to review and interview applicants and then make recommendations for appointments to the full City Council. The ordinance will require that the terms of Planning Commissioners be staggered such that two or three Commission terms terminate every two years. The resolution establishes procedures for the selection process, and includes criteria to be considered in the review of applications, to provide for a variety and diversity of backgrounds. It also discusses training that new Commissioners should complete as they start their service on the Commission.

On motion of Mayor Mario Saucedo, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the introduction of Ordinance No. 2981, amending Section 2.36.020 of the Redlands Municipal Code relating to the appointment of members of the Planning Commission; and adopted Resolution No. 8674, establishing procedures for the selection of Planning Commissioners; and determined that the Ordinance and Resolution are exempt pursuant to Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Solid Waste Collection Vehicles Purchase

Facilities and Community Services Director Crocker reported on the request to purchase and replace two solid waste collection vehicles from Rush Truck Centers in an amount not to exceed $968,279.76. She pointed out the City's inventory of solid waste vehicles does not include any vehicles powered by diesel and instead, are powered by CNG or LNG.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously approved, by roll call vote, the purchase and replacement of two solid waste collection vehicles from Rush Truck Centers in an amount not to exceed $968,279.76.

Vote: 5 - 0 Passed

Resolution No. 8677 Exempt Surplus Land

Assistant City Manager Boatman presented Resolution No. 8677, declaring that certain real property located at 304 9th Street, Redlands, comprising approximately .48 acres (APN: 0169-321-03-0000) is exempt surplus land. The City desires to transfer interest in the property to Redlands Unified School District. Adoption of the Resolution would declare the city-owned Property as exempt surplus land and the City must submit the adopted resolution to the California Department of Housing and Community Development (HCD) at least 30 days prior to disposal so that HCD can review the exemption declaration.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8677, pursuant to Government Code Section 54221 declaring that certain real property located at 304 9th Street, Redlands, CA 92373 (APN: 0169-321-03-0000) is exempt surplus land; and determined that such declaration is exempt from environmental review pursuant to Section 15060(c)(3) under the California Environmental Quality Act.

Vote: 5 - 0 Passed

Resolution No. 8679 Redlands Personnel Rules and Regulations

Human Resources Manager Kisha McDonald reviewed Resolution No. 8679 approving the City of Redlands Personnel Rules and Regulations. The City's Personnel Rules and Regulations were last revised in September 2021. Since that time, changes to labor laws have required updates to ensure compliance and address the evolving needs of the workplace, and it is essential that the City's policies remain up to date, providing clear guidance to employees and management while ensuring alignment with best practices and legal standards. Mayor Pro Tem Shaw and Council Member Barich raised questions surrounding the section related to nepotism, and it was suggested that the current practice was possibly a hindrance to the recruitment and retention of employees. Council Members agreed the section should be reviewed again.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously agreed, by roll call vote, to table Resolution No. 8679 indefinitely, to allow staff time to review the section regarding nepotism, and develop new language and guidelines that would allow family members to work within the same department.

Vote: 5 - 0 Passed

Contract Award A.K. Smiley Library Lower Level Revive Project

A.K. Smiley Library Director McCue provided background on the Public Work Construction Contract with Liftech Elevator Services for the A.K. Smiley Library Lower Level Revive, Phase 1 project. This project is grant-funded and included in the current Library Budget. The total project cost will be $276,100 ($251,000 plus 10% contingency). Council Member Barich was pleased this project was moving forward as it will provide everyone with the ability to access all areas of the library.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the contract and construction of the A.K. Smiley Lower Level Revive, Phase 1 Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; approved the A.K. Smiley Lower Level Revive, Phase 1 Project; and awarded a Public Work Contract to Liftech Elevator Services for an amount not-to-exceed $251,000.

Vote: 5 - 0 Passed

Resolution No. 8676 Business License Amnesty & Compliance Program

Sr. Customer Service Account Specialist Ashley Deem-Sepulveda highlighted the key objectives of Resolution No. 8676, to establish a Business License Amnesty and Compliance Program. An audit conducted by Hinderliter De Llamas & Associates (HdL) suggested that hundreds of businesses within the City of Redlands may be operating without a business license. The proposed Amnesty and Compliance Program seeks to create a more business-friendly environment while improving compliance with the City's business licensing requirements. As public comment, Chamber of Commerce Executive Director Evan Sanford announced the Chamber supported this item as it promotes fairness and equity and holds everyone to the same standard. They will assist the City in identifying businesses that may be out of compliance and encourage them to take advantage of the 6-month amnesty program.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8676, establishing a Business License Amnesty and Compliance Program.

Vote: 5 - 0 Passed

Contract Award WWTP Improvement Phase 2 Project

Municipal Utilities and Engineering Director Harris explained the need for a non-competitive Professional Services Agreement with Parsons Water & Infrastructure, Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project. In anticipation of approval of a $45,000,000 Clean Water State Revolving Fund (CWSRF) loan to construct this Project, additional support services are required by Parsons, the Project Engineer of Record. MUED staff and Parsons developed a scope of services for construction plan consolidation and bid support services and negotiated a service fee not-to-exceed $694,473. As public comment, Steve Rogers criticized the effort as piecemeal and said a full EIR should have been conducted. Director Harris clarified that the project underwent a full CEQA review, with the state's approval.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval a Professional Services Agreement with Parsons Water & Infrastructure, Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved an additional appropriation of $444,473 from the Wastewater Fund; and approved a non-competitive Professional Services Agreement with Parsons Water & Infrastructure, Inc. for an amount not-to-exceed $694,473.

Vote: 5 - 0 Passed

Sunset Reservoir Replacement Project Agreement

Municipal Utilities and Engineering Director Harris presented a Professional Services Agreement with Richard Brady & Associates, Inc. for the Engineering phase of the Sunset Reservoir Replacement Project, and the request for an additional appropriation of $1,305,910 from the Water Fund (501). He described the project as a high need. The Sunset Reservoir is a 3.0 MG above-ground riveted steel potable water reservoir originally constructed in 1967, which serves the 2,340 pressure zone and does not meet current seismic resistivity standards.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with Richard Brady & Associates, Inc. for the Engineering phase of the Sunset Reservoir Replacement Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a $1,305,910 Professional Services Agreement with Richard Brady & Associates, Inc. and an additional appropriation of $1,305,910 from the Water Fund (501).

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Celebration of Life - Several Council Members attended the Celebration of Life held at Wildwood Calvary Chapel Church, in honor of Police Officer Seth Franklin, who passed away on April 6, 2025.

Redlands Bicycle Classic Event - Several Council Members attended the 40th Annual Bicycle Classic. The event was enjoyed by all and brought thousands together for another successful year.

RPOA Go Fund Me - Mayor Saucedo and Council Member Barich asked Jeff Frisch to offer the details of the RPOA Go Fund Me page where anyone can make a donation in honor of Officer Seth Franklin.

Mayor Saucedo suggested Council Members may choose to submit their recent activities/reports to the City Clerk in a written format. City Manager Duggan pointed out this could be incorporated as a written policy, but should be agendized and discussed at a

future meeting.

Mayor Pro Tem Shaw reminded everyone to keep Officer Seth Franklin's family, including his wife, two young sons, his parents and siblings in their thoughts and prayers.

Council Member Barich attended the Library Board meeting.

Council Member Tejeda and Council Member Davis requested the City consider revising language in the Redlands Police Officers Association's Memorandum of Understanding related to healthcare benefits and, as a starting point, Council may want to review the proposal made a few years ago by the Redlands Professional Firefighter's Association. The Council agreed the matter should be agendized for a proper discussion.

Council Member Davis proudly participated in the procession honoring Police Officer Seth Franklin, and she attended the Omnitrans meeting.

ADJOURNMENT

Mayor Pro Tem Shaw adjourned the meeting at 8:20 in honor of Redlands Police Officer Seth Franklin, Badge No. 4888, End of Watch April 6, 2025. Officer Franklin served this community with dedication and selflessness. He will be remembered as a loving servant to his family and friends and anyone who met him. The next regular meeting of the City of Redlands City Council will be held on May 6, 2025.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on April 29, 2025 at 4:00 P.M.

Present:	Mario Saucedo, Mayor Marc Shaw, Mayor Pro Tempore Eddie Tejeda, Council Member Denise Davis, Council Member
Absent:	Paul Barich, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Robert Meteau, HR/Risk Management Director

Mayor Saucedo called the special meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Pending Litigation - Government Code §54956.9(d)(4)
One Case:

a. Seth Franklin v. City of Redlands, Worker's Compensation Appeals Board, Case Nos. ADJ17298965 and ADJ20157284.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 5:14 P.M.

CLOSED SESSION REPORT

City Attorney Garcia announced there was no reportable action taken during the closed session.

ADJOURNMENT

The special meeting adjourned at 5:14 P.M.

City Council Meeting **I. 2.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring May 2025, as Asian American Pacific Islander Heritage Month (Mayor Saucedo)

MOTION:

I move to authorize the issuance of a proclamation declaring May 2025, as Asian American Pacific Islander Heritage Month.

Attachments

Asian America Pacific Islander Heritage Month 2025

PROCLAMATION

Asian American Pacific Islander Heritage Month

WHEREAS, the month of May was chosen as Asian Pacific American Heritage Month to commemorate the immigration of the first Japanese citizen, Nakahama Manjiro, to the United States on May 7, 1843, but also the anniversary of the May 10, 1869, completion of the first Transcontinental Railroad, built with the back-breaking labor of nearly 20,000 Chinese immigrants; and

WHEREAS, while we celebrate the achievements and contributions of Asian Americans and Pacific Islanders that enrich our history, society, and culture, we must also acknowledge the challenges Asian Americans and Pacific Islanders face and strive to foster greater understanding, unity, and learning; and

WHEREAS, Asian Americans and Pacific Islanders have distinguished themselves as leading researchers in science, medicine, and technology; innovative farmers and ranchers; distinguished lawyers, judges and government leaders; in the arts, literature, and sports; as war heroes who defended our country from fascism; and as peacetime healthcare heroes; and

WHEREAS, today more than 20 million Asian Americans and Pacific Islanders live in the United States, and through their actions, make America a more vibrant, prosperous, and secure nation;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim May 2025 as *Asian American Pacific Islander Heritage Month* in the City of Redlands and encourages residents, businesses, and institutions to learn more about Asian American and Pacific Islander heritage, and work to combat racism and xenophobia as we celebrate this month.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 6th day of May 2025.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of May 2025 as Frontline Workers Appreciation Month (Mayor Saucedo)

MOTION:

I move to authorize issuance of a proclamation declaring the month of May 2025 as Frontline Workers Appreciation Month.

Attachments

Frontline Workers Appreciation Month 2025

PROCLAMATION

Frontline Worker Appreciation Month

WHEREAS, frontline workers are the builders of our community, exercising curiosity, compassion, courage, and creativity to provide essential services that ensure the safety, health, and education of our residents; and

WHEREAS, over 9 million healthcare workers across the United States serve in hospitals, clinics, and long-term care facilities, often placing themselves at risk to provide lifesaving care; and

WHEREAS, firefighters respond to an estimated 36 million emergency calls each year, over 800,000 sworn law enforcement officers nationwide work tirelessly to uphold the law and ensure public safety, and emergency medical services (EMS) personnel respond to more than 240 million calls annually; and

WHEREAS, teachers dedicate their careers to shaping the future of our communities, with over 3.7 million educators in the U.S. providing knowledge and guidance to our youth; and

WHEREAS, frontline workers embody the essence of Builders - flexible thinkers and constructive problem solvers who respect the dignity of all people - by dedicating themselves to overcoming challenges and uniting communities; and

WHEREAS, the City of Redlands values our frontline workers and thanks them for their selfless acts of service to our community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim May 2025 as **Frontline Worker Appreciation Month** and encourages all residents to join in recognizing and honoring the heroic contributions of our healthcare workers, firefighters, law enforcement officers, EMS personnel, and teachers.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 6th day of May 2025.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointments to the Citizens' Measure T Oversight Committee (Mayor Pro Tem Shaw, Council Members Tejeda and Davis)

MOTION:

1. I move to re-appoint Ruth Cook (District 1) to serve a four-year term on the Measure T Oversight Committee ending April 20, 2029.
2. I move to appoint Melissa Castro (District 2) to serve a four-year term on the Measure T Oversight Committee ending April 20, 2029.
3. I move to appoint Dr. Sue Teele (District 4) to serve a four-year term on the Measure T Oversight Committee ending April 20, 2029.

RECOMMENDATION:

It is recommended by Council Member Davis that the City Council consider re-appointing Ruth Cook to represent District 1 on the Measure T Oversight Committee.
It is recommended by Council Member Tejeda that the City Council consider appointing Melissa Castro to represent District 2 on the Measure T Oversight Committee.
It is recommended by Mayor Pro Tem Shaw that the City Council consider appointing Dr. Sue Teele to represent District 4 on the Measure T Oversight Committee.

DISCUSSION:

During the City Council meeting on December 1, 2020, Ordinance No. 2916 was adopted adding Chapter 2.72 to the Redlands Municipal Code establishing a Citizens' Measure T Oversight Committee ("Oversight Committee") to serve in an advisory capacity to the City Council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City’s

transactions and use tax. The committee shall advise the City Council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include review of the City's expenditure of revenues received from the one percent (1%) transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the City Council in all other policy matters pertaining to Measure T funds; and present an annual written report to the City Council.

The Oversight Committee shall consist of seven (7) members. Two members shall represent the City's employee bargaining units; one representing the public safety bargaining units and one representing the remaining non-public safety bargaining units. The bargaining unit members shall be appointed to a one-year term by the Mayor with approval of the City Council. The five (5) remaining citizen members shall each represent a council district and be appointed by the Council Member of that corresponding district with approval of the City Council.

The terms of committee members Ruth Cook, Edward Ico, and Toni Momberger ended on April 20, 2025, creating a lack of representation for Districts 1, 2, and 4. On March 5, 2025, the City issued a public notice soliciting applications to represent Districts 1, 2, and 4 on the Measure T Oversight Committee. The Deadline for applications was March 26, 2025. At that time, the City did not receive applications for all three districts, therefore another public notice was issued on March 27, 2025, extending the deadline for applications another two weeks. The public notices were concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. A total of 1 application was received for District 1, 2 applications for District 2 and 3 applications for District 4.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Measure T Applications 2025
Measure T Oversight Committee Notice 3.5.25
Measure T Oversight Committee Notice 3.27.25

CITY OF REDLANDS
MEASURE T OVERSIGHT COMMITTEE APPLICATION FORM

RECEIVED
MAR 26 2025
Redlands City Clerk

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

Name Dr. Sue Teele

Address [redacted] Redlands, CA 92374

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

Email [redacted]

Occupation Retired University Administrator

Council District #4 https://www.cityofredlands.org/pod/election-district-maps

Reasons for desiring to serve – relevant experience and qualifications:

I served on the Redlands USD Board of Education for 12 years and worked collaboratively with the City Council. I was President of the Bd. when the bond measure passed to fund a second high school and understand the required oversight of bond measures. I was Associate Dean and Director of Ed. Extension at UC Riverside for 32 years and was fiscallly responsible for $3-4 million budgets annually. I have lived in Redlands for over 40 years and am willing to serve on the committee.

Signature Sue Teele **Date** March 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) Carole Beswick
[redacted]e
Redlands, CA 92373
Telephone [redacted]

(2) Janelle Williams
[redacted]
Redlands, CA 92374
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, 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 that this form is a public record that may be subject to disclosure upon request.

Address Verified - Dist 4 - AE

City Manager's Office

CITY OF REDLANDS
MEASURE T OVERSIGHT COMMITTEE APPLICATION FORM

MAR 13 2025

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

Name Evan Sanford Received

Address [redacted] Redlands, CA 92374

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

Email [redacted]

Occupation Executive Director at the Redlands Chamber

Council District 4 https://www.cityofredlands.org/pod/election-district-maps

Reasons for desiring to serve – relevant experience and qualifications:

As a representative of the business community, I believe I am uniquely qualified to serve on this committee.

Based on my experience in this role, this opportunity will enable me to educate the community on how the tax is being spent.

I'm also excited about the ability to be part of the conversation when various initiatives are recommended to be funded.

I'm able to handle this responsibility in a very professional manner and will take the role very seriously.

If I am fortunate to eventually be appointed, I will serve the community to the very best of my ability.

Signature Evan Sanford Digitally signed by Evan Sanford Date: 2025.03.11 14:49:28 -07'00' **Date** 3/11/2025

**** 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) Toni Momberger

Telephone [redacted]

(2) Scott Welsh

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, 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 that this form is a public record that may be subject to disclosure upon request.

CITY OF REDLANDS
MEASURE T OVERSIGHT COMMITTEE APPLICATION FORM

RECEIVED
APR 01 2025
Redlands City Clerk

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

Name Hannah Edmondson, PhD

Address [redacted]

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

Email [redacted]

Occupation Teacher

Council District 4 https://www.cityofredlands.org/pod/election-district-maps

Reasons for desiring to serve – relevant experience and qualifications:

My pride for Redlands is based on our shared history and the knowledge that our town works because so many step up to serve. I am ready to direct my dedication to learning and understanding to Measure T oversight. My work in higher education and public schools has prepared me to ask the questions to support all stakeholders. My focus will be communicating our 1% revenue in relation to our city expenditures.

Signature Hannah Edmondson **Date** April 1, 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) Rick Ferguson

Telephone [redacted]

(2) Max Perry

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, 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 that this form is a public record that may be subject to disclosure upon request.

Address verified - Dist 4 - AE

CITY OF REDLANDS
MEASURE T OVERSIGHT COMMITTEE APPLICATION FORM

RECEIVED
APR 02 2025
Redlands City Clerk

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

Name Jorge A. Tejeda

Address [redacted]

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

Email [redacted]

Occupation Business Owner, MMT Painting Services

Council District 2 https://www.cityofredlands.org/pod/election-district-maps

Reasons for desiring to serve – relevant experience and qualifications:

I have lived in Redlands for 30 years and I truly love living here. I want to give back to my community by serving on a committee or commission. I own my own business and believe the skills are ideal for serving on the Measure T committee.

Signature Jorge Tejeda **Date** 3/30/25

** 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) Rosana Rojas
[redacted]
Redlands Ca. 92374
Telephone [redacted]

(2) Maria Del CarmenJimenez
[redacted]
Redlands, Ca. 92374
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, 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 that this form is a public record that may be subject to disclosure upon request.

Address Verified - Dist 2 - AE

Received by the City Manager's Office
03/26/25

CITY OF REDLANDS
MEASURE T OVERSIGHT COMMITTEE APPLICATION FORM

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

Name Melisa Castro

Address [redacted] Redlands, CA 92374

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

Email [redacted]

Occupation Financial Rep

Council District 2 https://www.cityofredlands.org/pod/election-district-maps

Reasons for desiring to serve – relevant experience and qualifications:

Please see attached

Signature [signature] Date 3/25/2025

** 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) Michelle Sabino

Telephone [redacted]

(2) Jennifer McDonald

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, 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 that this form is a public record that may be subject to disclosure upon request.

Address Verified - Dist 2 - AE

Dear Mayor and Council Members,

I am writing to express my interest in serving on the Measure T Oversight Committee. I believe my background and experience make me a strong candidate for this position, and I am eager to contribute to the city's efforts to ensure the transparent and responsible use of Measure T funds.

Relevant Experience and Qualifications

1. **Financial and Budgetary Experience:** With a foundation in finance and budget management, I have experience overseeing the allocation and expenditure of funds. In my previous roles, I have worked closely with budget development and financial reporting and aligning expenditures with organizational priorities. This experience will enable me to effectively review the City's expenditure of Measure T revenues and ensure alignment with the priorities set forth in each fiscal year's adopted budget.
2. **Commitment to Accountability and Transparency:** I am deeply committed to ensuring that taxpayer dollars are used efficiently and transparently. As a life-time resident of this city, I understand the importance of maintaining public trust in how Measure T revenues are spent. I am passionate about providing oversight to ensure that the funds are directed toward the intended goals and priorities of the city.
3. **Collaborative Skills:** Over the course of my career, I have worked collaborating with diverse teams and to provide input on critical decisions. I am skilled at analyzing data, identifying key insights, and communicating findings effectively. I will bring this same skill set to the Measure T Oversight Committee, ensuring that my recommendations and advice to the City Council are well-informed and aligned with the community's needs.
4. **Understanding of Measure T's Purpose:** I am familiar with the objectives of Measure T, particularly the need for a dedicated fund to address important community priorities. I am fully aligned with the intent of Measure T to enhance public services and infrastructure, and I am committed to ensuring that the funds are used effectively to achieve these goals.

In conclusion, I am eager to contribute my skills and experience to the Measure T Oversight Committee. I believe that my background, my commitment to transparency, and my collaborative approach to problem-solving make me a strong candidate for this role. I am excited about the opportunity to serve and provide valuable input on the expenditure of Measure T funds, ensuring that they are used wisely and in the best interest of the community.

Thank you for considering my application. I look forward to the opportunity to contribute to the continued success and transparency of the Measure T initiative.

Sincerely,



Melisa Castro

[redacted]

CITY OF REDLANDS
MEASURE T OVERSIGHT COMMITTEE APPLICATION FORM

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

City Manager's Office

MAR 19 2025

Received

Name Ruth Cook

Address [redacted]

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

Email [redacted]

Occupation Educator

Council District 1 https://www.cityofredlands.org/pod/election-district-maps

Reasons for desiring to serve – relevant experience and qualifications:

I have served on the Measure T Committee for the past 4 years,

and feel I will add a consistent voice in providing oversite for the Measure T funds.

I have previously served on the Historic Preservation and Planning Commissions.

I also participated on the Redlands City General Plan update committee.

Signature RUTH COOK Digitally signed by RUTH COOK Date: 2025.03.19 08:59:30 -07'00' **Date** March 19, 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) Lauree Simpson
[redacted]
Redlands, Ca 92373
Telephone [redacted]

(2) Camille Gelston
[redacted]
Redlands, Ca 92373
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, 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 that this form is a public record that may be subject to disclosure upon request.

Address Verified - Dist 1 - (AE)

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7510
www.redlands.org

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 committee:

MEASURE T OVERSIGHT COMMITTEE- the Measure T Oversight Committee is an independent committee established to serve in an advisory capacity to the city council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City's transactions and use tax. The committee shall advise the city council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include review of the City's expenditure of revenues received from the one percent (1%) transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the city council in all other policy matters pertaining to Measure T funds; and present an annual written report to the city council.

The five (5) citizen members of the committee shall each be selected from one council district and be appointed by the council member of that corresponding district, with the approval of the city council.

Currently, applications are being accepted for residents of **District 1, District, 2 and District 4**. The City Council District Boundary Map adopted March 15, 2022 may be found on our website https://www.cityofredlands.org/elections

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 March 26, 2025.

Jennifer Macias, Management Analyst
Office of the City Manager
City of Redlands, California

3/5/2025

City of

REDLANDS

Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7510
www.redlands.org

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 committee:

MEASURE T OVERSIGHT COMMITTEE- the Measure T Oversight Committee is an independent committee established to serve in an advisory capacity to the city council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City's transactions and use tax. The committee shall advise the city council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include review of the City's expenditure of revenues received from the one percent (1%) transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the city council in all other policy matters pertaining to Measure T funds; and present an annual written report to the city council.

The five (5) citizen members of the committee shall each be selected from one council district and be appointed by the council member of that corresponding district, with the approval of the city council.

Currently, applications are being accepted for residents of **District 1, District, 2 and District 4**. The City Council District Boundary Map adopted March 15, 2022 may be found on our website https://www.cityofredlands.org/elections

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 April 9, 2025.

Amy Edwards

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

3/27/2025

City Council Meeting **I. 5.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement Agreement and Release of All Claims - Travis Martinez adv. City of Redlands (City Attorney Garcia)

DISCUSSION:

Attached is a copy of the "Settlement Agreement and Release of All Claims," which reflects the terms and conditions of a settlement between the City of Redlands and Travis Martinez releasing the other of any and all current and future claims each may have against the other. The settlement was discussed by the Council in closed session and approved on April 15, 2025. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to notify the public of the settlement negotiated by the City.

PREPARED AND SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

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

Attachments

A. Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release ("Agreement") is entered into between the City of Redlands ("City"), its past and present officers, directors, governing body, employees, agents, predecessors, attorneys, divisions, affiliates, representatives, successors in interest and assigns and all persons acting by, through, under, or in concert with any of them (collectively, the "City"), on the one hand, and Travis Martinez ("Martinez" or "Employee") on the other. The City and Martinez are collectively referred to as the "Parties" or individually as a "Party" with reference to the following:

RECITALS

A. WHEREAS, Martinez is employed with the City as a deputy chief in the Redlands Police Department;

B. WHEREAS, the Parties wish to release the other of any and all claims they each may have against the other, and to amicably end their employment relationship.

NOW THEREFORE, and in consideration for the promises contained herein, and other good and valuable consideration, receipt of which is acknowledged by the execution of this Agreement, and to avoid unnecessary litigation, it is agreed by and between the Parties as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are true and correct and are hereby fully incorporated by reference into this Agreement.

2. **No Precedent.** This Agreement is in no way intended, and shall in no way be construed, to restrict rights guaranteed to the City under local, state or federal law, rule, policy or agreement or to establish a precedent in this or any other matter, now or in the future.

3. **No Admission of Liability.** This Agreement shall not in any way be construed to be an admission by the City or Martinez of any unlawful or wrongful acts or other liability whatsoever against each other or against any other person. The City and Martinez specifically disclaim any liability to, or wrongful acts against, each other or against any other person on the part of themselves, any related person or any related predecessor corporation or its or their agents, representatives or successors in interest and assigns.

4. **Martinez' Retirement and Waiver of Claims.** The Parties agree that, in consideration of Martinez' promises as set forth in this Agreement, the City and Martinez will perform the following acts on or after the effective date of this Agreement:

a. **Employee's Irrevocable Retirement.** Within ten (10) days from the effective date of this Agreement Martinez will have submitted an application for service retirement with CalPERS, however he will not be deemed to have retired from his employment with the City until all items in subsection 4(b) regarding payment of monetary considerations have been met. Martinez shall advise the City immediately upon submission of his application for retirement by emailing a copy of his CalPERS application to Human Resources Manager Kisha McDonald at kmcdonald@cityofredlands.org. By virtue of his execution of this Agreement, Martinez acknowledges and agrees that his retirement is a voluntary act, that there was no coercion in such regard by the City and that he has had the opportunity to fully discuss his decision to retire with his counsel. Martinez further acknowledges and agrees that upon his submission of his filing the application for retirement and once the City has fulfilled all items in subsections 4(b), Martinez's separation from employment is deemed irrevocable and not subject to being set aside by any judicial or administrative action, none of which shall be instituted by Martinez. This provision is a material condition of this Agreement in conjunction with all other terms herein and in consideration of the following:

b. **Payment of Monetary Consideration to Martinez.** Within thirty (30) calendar days from the effective date of this Agreement, and after Martinez submits his retirement application for a service retirement to CalPERS, the City shall pay to Martinez the total sum of Eight Hundred and Seventy-one Thousand Nine Hundred and Fifty-six dollars and zero cents ($871,956.00) ("the Settlement Proceeds")to be paid on a payroll check issued by the City with all usual deductions taken. Martinez shall be solely responsible for any personal tax liability associated with the payment of the Settlement Proceeds to him. The City shall remain responsible for any employer tax obligations as a result of this Agreement, if any, and Martinez shall indemnify and hold the City harmless for all tax liability associated with payment of the Settlement Proceeds to him, if any, Within the same 30 calendar days, the City shall issue to Martinez an additional payroll check, with all usual deductions taken, for the following accruals that exist as of the time Martinez submits his retirement application: wages, sick time, vacation time, floating holiday, banked holiday time, compensatory time, rideshare time (at the rate of $6.60/hour), and executive leave time.

c. **Non-Monetary Consideration to Martinez**. Within thirty (30) days from the effective date of this Agreement, the City shall do the following: (1) issue a "flat badge" to Martinez of the type consistent with badges usually given to retired personnel; (2) provide Martinez an opportunity to retrieve personal photographs and stored addresses/contacts from his City-issued cell phone under City supervision; (3) allow Martinez the opportunity to retrieve all personal property that was left in the Department and/or any locker or storage space assigned to Martinez within the Department; and (4) afford Martinez the opportunity to inspect his full and complete personnel file consistent with City and Department policy. In addition, once Martinez actually retires from the City and submits the required forms, he will be issued a CCW in accordance with Redlands Police Department policy.

5. **Release of Claims and Potential Claims.** As consideration for the payments and agreements that make up this Agreement, the Parties hereby irrevocably and unconditionally waive, release and forever discharge each other from any and all claims they may have against one another. Such claims include but are not limited to:

Any and all charges, complaints, lawsuits, claims, liabilities, claims for relief, claims for punitive damages, obligations, promises, agreements, contracts, interests, controversies, injuries damages, actions, causes of action, suits, rights, demands, costs, losses, debts, liens, judgments, indebtedness, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, actual or potential, which the Parties now have, own, or hold, or claim to have, own, or hold against each other, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, with respect to any act, omission, event, matter, claim, damage, loss, or injury arising out of the employment of and/or the separation from such employment between Martinez and the City, and/or with respect to any other claim, matter, or event arising prior to the Effective Date of this Agreement by the Parties, including, but not limited to the following:

The California Fair Employment and Housing Act (California Government Code §12940 et seq.), the California Family Rights Act (California Government Code §12945.2, 19702.3 et seq.), California Government Code §11135, the Unruh and George Civil Rights Acts (California Civil Code §51 et seq.), the California Labor Code, including, but not limited to, Labor Code section 1194 and any related Wage Orders or similar directives/authorities issued by any state authority having enforcement powers, the Fair Labor Standards Act and any related regulations, interpretive bulletins or similar directives/authorities issued by any Federal authority having enforcement powers;

The Constitution of the United States, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.), the Equal Pay Act (29 U.S.C. §206(d)), the Rehabilitation Act of 1973 (29 U.S.C. §793 et seq.), the Family and Medical Leave Act (29 U.S.C. §2901 et seq.), the Employee Retirement Income Security Act of 1974, also known as "ERISA" (29 U.S.C. §1001 et seq.), and/or Sections 1981, 1983, 1985, 1986 or 1988 of Title 42 of the United States Code (42 U.S.C. 1981 et seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et seq.);

Claims of Retaliation (California Labor Code §1102.5 et seq.), Claims of "Whistle-blowing," California Workers' Compensation Act (Labor Code §3201 et seq .), claims for breach of any type of contract, including written, oral or implied contracts, breach of any covenant, promise, or representation pertaining to Martinez' employment, whether express or implied, claims for negligent hiring, retention, supervision, investigation, wrongful termination, discrimination of any type, interference with economic relations, failure to pay wages and/or

benefits of any kind, fraud and/or misrepresentation of any kind, negligent or intentional infliction of emotional distress, slander, assault, battery, and/or any other claims arising under any other state or federal provision, act, ordinance, Constitution, law, common law, or arising under any contract or agreement, against the City.

This Agreement does not limit the Parties' ability to bring an administrative charge with an administrative agency, but the Parties expressly waive and release any right to recover any type of personal relief, including monetary damages or reinstatement, in any administrative action or proceeding, whether state or federal, and whether brought by Martinez or the City or on Martinez' or the City's behalf by an administrative agency, related in any way to the matters released herein. Furthermore, nothing in this Agreement prohibits the Parties from reporting possible violations of law or regulation to any government agency or entity, including but not limited to the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, the Department of Labor and/or the Department of Justice, or making other disclosures that are protected under the whistleblower provisions of law. The City nor Martinez needs prior authorization from the other to make any such reports or disclosures and is not required to notify the other that he or it has made such reports or disclosures.

Notwithstanding the foregoing, the Parties agree that this general release does not apply to any claims Martinez may have for Workers' Compensation benefits (except as to claims under Labor Code sections 132a and 4553), unemployment insurance, or indemnification as provided by state law, as well as any other claims that cannot lawfully be released. This Agreement will not affect Martinez' possible future Workers' Compensation benefits and the City agrees not to use this Agreement to defeat Martinez' right to future Workers' Compensation benefits (if any).

Civil Code Section 1542 Waiver. The Parties each hereby waive any and all rights that they may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties hereby expressly waive the provisions of California Civil Code section 1542 and further expressly waive any right to invoke said provisions now or at any time in the future. The Parties recognize and acknowledge that factors which have induced each of them to enter into this Agreement may turn out to be incorrect or to be different from what they had previously anticipated, and they hereby expressly assume any and all of the risks thereof and further expressly assumes the risks of waiving the rights provided by California Civil Code section 1542.

6. **Release of All Claims Pursuant to Any MOU.** Martinez hereby expressly waives any and all claims now and forever that he has or may have to rights or benefits against the City pursuant to any Memorandum of Understanding or collective bargaining agreement between the City and any employee association or union. Martinez also hereby expressly waives all claims now and forever that he has or may have that are or would be pursued by any employee association or union against the City on his behalf.

7. **Disclosure of Agreement.** This Agreement shall not be released by the City, except in response to a Court Order, upon the written authorization executed by Martinez, or as otherwise provided below:

a. During defense by the City of any other proceeding or claim brought by Martinez (whether administrative, quasi-civil, civil or criminal) to which the City is either a party or a real party in interest, whether or not the bringing of said proceeding is violative of this Agreement, or in any administrative, quasi-civil, civil or criminal case where Martinez testifies or is designated as a potential witness on behalf of any party where the City is also a party (whether or not such act(s) are violative of this Agreement). In the course of any such defense or prosecution, there shall be no prohibition upon use by the City of the content of this Agreement, Martinez' general personnel file and/or other files as a defense to the proceeding(s) and/or in opposition to Martinez' participation and/or to impeach or otherwise counter his testimony, and no discovery procedures shall be required as a condition precedent to such use by the City.

b. All employment information as defined by Government Code section 1031.1 shall be provided to any prospective law enforcement employer conducting a pre-employment, pre-independent contracting, or pre-affiliation investigation of Martinez that provides the City with a release of City liability, executed by Martinez and which specifically directs or authorizes the City to provide said person or entity with employment information in compliance with the requirements of Government Code section 1031.1. "Law Enforcement" employer/department shall be defined as any State of California or non-California agency employing, independently contracting with or otherwise affiliating in any manner with "peace officers" as that term is defined in the California Penal Code and in any counterpart sections in non-California jurisdictions, or by any non-governmental entity.

c. To any other persons or entities that provide the City with a release of liability executed by Martinez and which directs or authorizes the City to provide said person or entity with access to or the contents of any personnel file materials maintained by the City.

d. Inquiries from non-law enforcement prospective employers performing background investigations shall only be responded to with information of the dates of Martinez' employment, his job title and his salary on the last date of employment, unless the inquiry is

accompanied by a liability release/authorization executed by Martinez providing for more detailed disclosures.

e. The Parties each agree to maintain the confidentiality of the negotiations underlying this Agreement to the extent permitted by law, and agree that they shall not voluntarily and publicly discuss the negotiations that led to this Agreement. This provision shall not extend to any disclosure of this Agreement or the information related to the negotiations of this Agreement that the City may be required to disclose pursuant to the requirements of the Ralph M. Brown Act, Government Code section 54950, et seq., the California Public Records Act, Government Code section 7920.000, et seq., Redlands Municipal Code Chapter 2.60, or the provisions of any other law or regulation requiring disclosure of information by public entities.

8. **OWBPA Notice and Waiver.** Martinez specifically acknowledges that, pursuant to Title 29 of the Code of the Laws of the United States of America, Chapter 14, entitled "AGE DISCRIMINATION IN EMPLOYMENT,"(hereinafter "ADEA") (1) it shall be unlawful for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age; (2) to limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee in order to comply with said Chapter. The Older Workers Benefit Protection Act (hereinafter "OWBPA"), codified at 29 U.S.C. sections 626 et seq., further augments the ADEA and prohibits the waiver of any right or claim under the ADEA or OWBPA. Martinez further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

a. This Agreement is written in a manner understood by Martinez.

b. By entering into this Agreement, Martinez will receive consideration he would not receive if he were not to enter into this Agreement.

c. Martinez is aware of his rights under the ADEA, and of the legal significance of his waiver of any possible claims he may have under the ADEA or similar age discrimination laws.

d. Martinez is entitled to a reasonable time of at least twenty-one (21) days to review and consider this Agreement, and the waiver and release of any rights he may have under the ADEA or similar age discrimination laws, but he may, in his discretion, sign or reject this Agreement any time before the twenty-one (21) day period expires.

e. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise after the effective date of this Agreement.

f. If Martinez signs this Agreement, he shall then have seven (7) non-waivable calendar days following the date he executes this Agreement to revoke this Agreement. If Martinez chooses to revoke this Agreement, his or his counsel must provide written notice of his revocation to City Attorney Yvette Abich Garcia, prior to the expiration of the seven-day period.

g. This Agreement shall not be effective or enforceable and the consideration hereunder shall not be provided to Martinez until after the Agreement is executed by him and after expiration of the seven (7) day revocation period set forth in the preceding subparagraph.

9. **Each Party to Bear Own Fees and Costs.** Each party shall bear their own costs, expenses and attorneys' fees incurred in connection with the administrative and/or legal proceedings resulting in this Agreement, or in connection with any other claims made or investigated by either party against the other in any forum (civil, criminal, administrative or quasi-administrative), and each of the parties hereto expressly waives any claim for recovery of any such costs, expenses or attorneys' fees from the other party. Attorneys for the Parties to this Agreement do likewise expressly waive any claim for recovery of costs, expenses and/or attorney's fees from the party(ies), their counsel and/or from any source whatsoever.

10. **Representation of No Pending Claims.** Each Party represents that, other than the claims described herein, they have not filed any lawsuits, complaints, appeals, claims, applications or charges against each other or any related persons or against any of their past or present officers, directors, governing bodies, elected officials, employees, agents, predecessors, attorneys, divisions, affiliates, representatives, successors in interest and assigns and/or all persons acting by, through, under, or in concert with any of them, with any state or federal court, or local, state or federal agency, or administrative or quasi-administrative tribunal or person, based on any events occurring on or prior to the effective date of this Agreement.

11. **No Prior Assignments.** Each Party represents that neither has assigned nor transferred, nor purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against each other.

12. **Covenant to Effectuate Agreement.** The Parties each agree to execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement.

13. **No Other Terms.** This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect.

14. **Waiver of Terms of Agreement.** No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the party to be charged or held bound.

15. **Interpretation.** This Agreement has been jointly negotiated and drafted by counsel for the Parties. The language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties. The Parties also agree and understand that should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, unenforceable and/or void, the validity of the remaining parts, terms and provisions shall not be affected thereby and said illegal or invalid part, terms or provisions shall be deemed not to be part of this Agreement. The remaining terms and provisions shall remain unmodified and continue in force and effect. The Parties further agree that this Agreement was negotiated and executed in the State of California and shall be interpreted under the procedural and substantive laws of California as existing as of the date of execution, without regard to principles of conflict of laws.

16. **Consultation with Counsel.** Each party hereto represents and agrees that he or it has carefully read and fully understands all of the provisions of this Agreement, and that he or it is voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this Agreement. The Parties affirm that, prior to execution of this Agreement, they have consulted with counsel of their choice concerning the terms and conditions set forth herein, and that they agree to the terms and conditions.

17. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute sufficient evidence of the Agreement having been executed.

18. **Effective Date of Agreement.** The date of the last signature placed hereon by the Parties (as opposed to their legal counsel) shall hereinafter be known as the "effective date" of this Agreement.

19. **Enforcement.** The Parties agree that any and all disputes regarding this Agreement shall be brought in the Superior Court of the State of California, San Bernardino County. In any action brought to enforce any provision of this Agreement, each side shall bear their own costs and attorney's fees.

20. **Non-Disparagement.** The Parties agree not to disparage the other. "Disparage" as used herein shall mean any communication, oral or written, of false information or the communication of false information with reckless disregard for its truth or falsity.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE BY MARTINEZ AND THE CITY OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the Parties hereto have executed the Settlement Agreement and General Release.

Dated: 4/3/2025 By: Travis Martinez
ID 8vkLrYPLVdLLfuWicnHCTpMm

TRAVIS MARTINEZ

Dated: 4/16/25 By:

MARIO SAUCEDO, MAYOR
CITY OF REDLANDS

ATTEST:

Jeanne Donaldson, City Clerk

City Council Meeting **I. 6.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adoption of Ordinance No. 2981 Amending Section 2.36.020 of the Redlands Municipal Code relating to the appointment of members of the Planning Commission (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Ordinance No. 2981.

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 2981 to amend Chapter 2.36 of the Redlands Municipal Code relating to the appointment of members of the Planning Commission and ancillary text amendments.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2981.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $295

Attachments

Ordinance No. 2981 Planning Commission Appointments

ORDINANCE NO. 2981

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 2.36 (PLANNING COMMISSION) OF THE REDLANDS MUNICIPAL CODE, SECTION 2.36.020 RELATING TO THE APPOINTMENT PROCEDURE AND TERMS FOR MEMBERS OF THE PLANNING COMMISSION, AS WELL AS SECTIONS 2.36.030, 2.36.050, AND 2.36.070 FOR ANCILLARY TEXT AMENDMENTS.

WHEREAS, the Redlands City Council wishes to update Chapter 2.36 of Title 2 of the Redlands Municipal Code related to the appointment procedure for members of the Planning Commission as well as ancillary text amendments; and

WHEREAS, the Redlands City Council wishes to amend Chapter 2.36 of Title 2 of the Redlands Municipal Code to clarify the term lengths of Planning Commissioners; and

WHEREAS, the adoption of Ordinance No. 2981 qualifies for exemption from environmental review in accordance with Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Redlands Municipal Code Section 2.36.020, entitled "Membership," is hereby amended to read as follows:

"2.36.020: MEMBERSHIP:

A. Membership and Selection of the Planning Commission.

1. The Planning Commission shall consist of seven (7) members appointed by the City Council.
2. The members shall be selected pursuant to procedures and guidelines adopted by City Council resolution.

B. Terms.

1. Each member shall serve for a four (4) year term until his or her successor is appointed.

2. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council.

3. The terms of the members shall be staggered such that the terms of not more than three members shall expire in any year.

4. Members whose initial appointments are less than one-half the full term of four (4) years will be allowed to serve their partial term and then two full terms.

C. Vacancies.

Vacancies on the commission shall be filled in accordance with the procedures and guidelines adopted by City Council resolution, and with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than two (2) years of a term remains.

D. Compensation.

The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof.

E. Removal.

The City Council may remove any member of the commission at any time, without or without cause, by a majority vote.

F. Quorum.

Four (4) members of the commission shall constitute a quorum."

Section 2. Redlands Municipal Code Section 2.36.030, entitled "Organization and Meetings:" is hereby amended to read as follows:

"The commission shall annually elect from its number a Chairman, who shall serve for a term of one (1) year, and such other officers as the commission may deem advisable. Except as otherwise provided in this Code, or by the laws of this State, the commission shall provide for its own organization, shall adopt rules and regulations for the transaction of business before it, and shall designate the time and place for its regular monthly meeting or meetings. The commission may use the Council Chambers as the place for its meetings, provided that such meetings do not conflict or interfere with meetings of the City Council."

Section 3. Redlands Municipal Code Section 2.36.050, entitled "Hearing; Application:" is hereby amended to read as follows:

"Applications are filed with the Development Services Department on forms provided by the Department with the applicable filing fee(s) established by Council resolution. A complete

application shall be filed not less than sixty (60) days prior to a hearing date. The hearing date shall be determined by the Department."

Section 4. Redlands Municipal Code Section 2.36.070, entitled "Hearing; Commission Actions:" is hereby amended to read as follows:

"A. Commission action on a variance is final unless appealed.

B. The City Council is not required to act on a commission recommendation for denial of a zone change. A commission recommendation for approval is forwarded to the City Council for action.

C. The City Council may approve, modify, or reject any decision of the Planning Commission subject to certain procedures established in the zoning ordinance for the particular application."

Section 5. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Sections 15061(b)(3) and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the amendment to the Redlands Municipal Code may have a significant effect on the environment, insofar as it would update the administrative procedures pertaining to the City of Redlands Planning Commission.

Section 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof 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.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 6th day of May, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 7.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Final Tract Map No. 20473 filed by Tri Point Homes (Development Services Director Desatnik)

MOTION(S):

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

I move that the City Council approve Final Tract Map No. 20473.

RECOMMENDATION:

Staff recommends that the City Council approve Final Tract Map No. 20473.

DISCUSSION:

On December 13, 2022, the Planning Commission approved Tentative Tract Map No. 20473 which proposes the subdivision of approximately 37.9 acres into 98 single-family residential lots and 20 lettered (open space) lots at the southwest corner of East San Bernardino and Wabash Avenues. On September 10, 2024, the Planning Commission approved to extend the expiration date of the approved tentative map by one year to December 13, 2025.

The subdivider has satisfied all conditions of approval of the tentative map. Staff and the City's contracted land surveyor have reviewed the final map and determined that the final map substantially conforms to the approved tentative map. The subdivision improvement agreement, to be recorded with the final map, and associated financial security (based on the construction cost estimated by the project engineer) will ensure that off-site improvements are installed during project development.

ALTERNATIVES:

Recommend corrections to the final map and/or subdivision improvement agreement.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Kevin Beery, Senior Planner

Fiscal Impact

Discussion:

No fiscal impact is associated with final map approval.

Attachments

Attachment A: Final Tract Map No. 20473
Attachment B: Subdivision Improvement Agreement and Bonds
Attachment C: Planning Commission Resolution No. 1599

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98 NUMBERED LOTS
& 20 LETTERED LOTS
GROSS AREA: 37.866 AC
(TO EXISTING STREET R/W)
NET AREA: 27.867 AC
(TO PROPOSED STREET R/W)

Tract Map No. 20473

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

LOT 1 OF TRACT No. 2383 PER MAP RECORDED IN BOOK 34, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

DAN GUERRA & ASSOCIATES

JUNE, 2024

OWNER'S STATEMENT

We hereby state we are all and the only parties having any record title interest in the land subdivided as shown on the annexed maps within the heavy border line, and we hereby consent to the preparation and recordation of this Final Map.

We hereby dedicate an easement to the City of Redlands for public roads and public utility purposes portions of San Bernardino Avenue, Wabash Avenue and Capri Avenue; and all of Flicker Street, Kestrel Street, Magpie Street, Eagle Street, Condor Street, Oriole Street, Pintail Street, Sandpiper Avenue and Wren Avenue as shown on this map.

We hereby dedicate an easement to the City of Redlands for public waterlines over those portions of Lot 24, Lot 31 and Lot E as shown on this map.

We hereby dedicate an avigation easement to the City of Redlands, said easement is blanket in nature.

We hereby reserve to ourselves, our heirs and assigns, for the use and benefit of the Home Owners Association, Lot A for detention basin purposes, Lot B for paseo purposes, Lot C for private park, Lots D and E for landscape buffer, and Lots F through T, inclusive, for open space purposes as shown on this map.

KL LB BUY 2 LLC, a Delaware limited liability company

Nathan Holt Nathan Holt, Authorized Signatory 3-12-25

KL LB BUY 2 LLC representative name here, title here *Date*

AVIGATION EASEMENT NOTE

Avigation easement, in favor of the City of Redlands, recorded on __ _____, 2025 in Document No. _____, Official Records of San Bernardino County, State of California. Said easement is blanket in nature.

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULLNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF ARIZONA /
SS
COUNTY OF MARICOPA /

ON MARCH 17, 2025 *BEFORE ME,* Julie Gillett *, A NOTARY PUBLIC, PERSONALLY APPEARED* Nathan Holt

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF Arizona *THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.*

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE Julie Gillett

PRINT: Julie Gillett
COMMISSION NO.: 635441
COMMISSION EXPIRES: 08/05/2026
PRINCIPAL PLACE OF BUSINESS: Scottsdale, AZ

CITY COUNCIL'S STATEMENT

I hereby state that the City Council of the City of Redlands by council action adopted on the _____ day of _____, 2024 approved this map and accepted the easement for public roads and public utility purposes, subject to improvements in accordance with City standards San Bernardino Avenue, Wabash Avenue, Capri Avenue, Flicker Street, Kestrel Street, Magpie Street, Eagle Street, Condor Street, Oriole Street, Pintail Street, Sandpiper Avenue and Wren Avenue as shown on this map; the easements for public waterlines over those portions of Lot 24, Lot 31 and Lot E; and the blanket avigation easement.

Jeanne Donaldson *Date*
City Clerk of the City of Redlands

SIGNATURE OMISSIONS

The signature of the party named hereinafter as owner of the interest set forth has been omitted under the provisions of section 66436, Subsection (a)(3)(A)(i-viii) of the Subdivision Map Act as their interest is such that it cannot ripen into a fee title and said signature is not required by the local agency.

- *An easement for pipeline, ingress, egress and incidental purposes, recorded September 2, 1937 in Book 1231, Page 123 of Official Records. Easement is not plottable from record.*

  In Favor of: Mentone Acres Mutual Well Company

- *An easement for pipeline, ingress, egress and incidental purposes, recorded September 11, 1937 in Book 1226, Page 403 of Official Records. Easement is not plottable from record.*

  In Favor of: Teresa A. Frye

AUDITOR - CONTROLLER / TREASURER / TAX COLLECTOR'S CERTIFICATE

I hereby certify that according to the records of this office, as of this date, there are no liens against the real property shown upon this map for unpaid state, county, municipal, or local taxes, or special assessments collected as taxes, except taxes or special assessments not yet payable, estimated to be $_____.

Dated: _____

Ensen Mason, Auditor-Controller/Treasurer/Tax Collector
San Bernardino County

By: _____ *Deputy*

BOARD OF SUPERVISOR'S CERTIFICATE

I hereby certify that a bond in the sum of $_____ *has been executed and filed with the Board of Supervisors of San Bernardino County, State of California, conditioned upon the payment of all taxes (state, county, municipal, or local) and all special assessments, collected as taxes, which at the time of the filing of this map with San Bernardino County Assessor-Recorder-County Clerk are a lien against said property, but not yet payable; and that the sub-divider has filed with me a certificate by the proper officer giving his estimate of the amount of said taxes and assessments, and said bond is hereby accepted.*

Dated: _____

Lynna Monell, Clerk of the Board of Supervisors
San Bernardino County

Dated: _____ *By:* _____, *Deputy*

ENGINEER'S STATEMENT

I, Daniel E. Guerra, hereby state that I am a Registered Civil Engineer of the State of California and that this Map consisting of 11 sheets is a true and complete representation of a field survey made under my direction at the request of Tri Pointe Homes in June, 2024, and that all the monuments shown hereon are of the character and occupy the positions indicated, or will be set in such positions within two (2) years of recordation, in compliance with Sections 66495 and 66496 of the Subdivision Map Act, and are or will be sufficient to enable the survey to be retraced.

REGISTERED PROFESSIONAL ENGINEER
DANIEL E. GUERRA
R.C.E. 29224
CIVIL
STATE OF CALIFORNIA

Daniel E. Guerra
R.C.E. 29224
Date 3/14/2025

CITY ENGINEER'S STATEMENT

I hereby state that I have examined this map, that the Subdivision shown thereon is substantially the same as it appeared on the Tentative Map and any approved alterations thereto, and that all provisions of the Subdivision Map Act and the City of Redlands Municipal Code have been complied.

REGISTERED PROFESSIONAL ENGINEER
GOUTAM K. DOBEY
R.C.E. 75646
CIVIL
STATE OF CALIFORNIA

4/2/2025

Goutam K Dobey, City Engineer
City of Redlands – R.C.E. No. 75646

I am satisfied that this Map is technically correct.

Date: 3-27-25

REGISTERED PROFESSIONAL ENGINEER
RICHARD S. FURLONG
L.S. 8422
CIVIL
STATE OF CALIFORNIA

Richard S. Furlong, Contract Surveyor – L.S. 8422

AIRCRAFT OVERFLIGHT NOTE

This property is in the area subject to overflights by aircraft using Redlands municipal airport, and as a result, residents may experience inconvenience, annoyance or discomfort arising from the noise of such operations. State law (public utilities code section 21671 et. Seq.) establishes the importance of public use airports to protection of the public interest of the people of the State of California. Residents of property near a public use airport should therefore be prepared to accept such inconvenience, annoyance or discomfort from normal aircraft operations. Any subsequent deed conveying parcels or lots shall contain a statement in this substantially this form.

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

This map has been filed under the Document Number _____
this _____ *day of* _____, *202*____ *at* _____ __*m in Book* _____ *of* _____ *at page* _____, *at the Request of* _____
in the amount of $_____.

~~[illegible]~~ JOSIE GONZALES
Assessor-Recorder
San Bernardino County

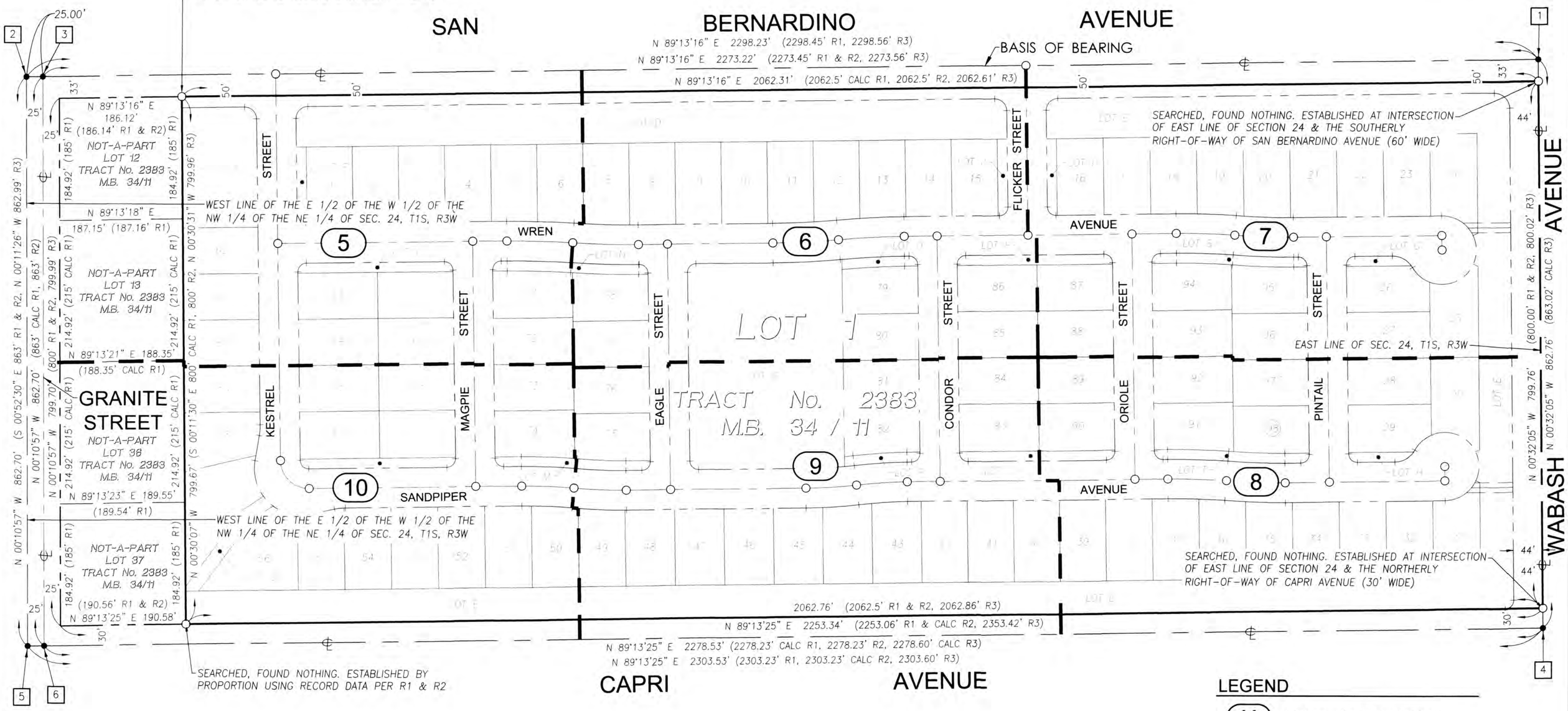
By: _____
Deputy Recorder

98 NUMBERED LOTS
& 20 LETTERED LOTS
GROSS AREA: 37.866 AC
(TO EXISTING STREET R/W)
NET AREA: 27.867 AC
(TO PROPOSED STREET R/W)

Tract Map No. 20473

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
LOT 1 OF TRACT No. 2383 PER MAP RECORDED IN BOOK 34, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY
DAN GUERRA & ASSOCIATES
JUNE, 2024

N W E S
200 0 50 100 200



INDEX & BOUNDARY CONTROL MAP

SCALE: 1" = 100'

LEGEND

(X) INDICATES MAP SHEET NUMBER

[4] INDICATES FOUND MONUMENT PER MONUMENT NOTES, SHEET 3 OF 11

- SEE SHEET 3 OF 11 FOR ENGINEER'S NOTES, BASIS OF BEARING, REFERENCED RECORD PLATS, MONUMENT NOTES & LINE DATA TABLE
- SEE SHEETS 3 & 4 OF 11 FOR CURVE & LINE DATA TABLES

98 NUMBERED LOTS
& 20 LETTERED LOTS
GROSS AREA: 37.866 AC
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Tract Map No. 20473

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

LOT 1 OF TRACT No. 2383 PER MAP RECORDED IN BOOK 34, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

DAN GUERRA & ASSOCIATES

JUNE, 2024

ENGINEER'S NOTES

( ) *INDICATES RECORD DATA PER MAP NOTED IN REFERENCED RECORD PLATS TABLE.*

R & M *RECORD AND MEASURED*

● *INDICATED FOUND MONUMENT AS NOTED, RESET 1" I.P. OR SPIKE & WASHER TAGGED R.C.E. 29224 IF DESTROYED DURING CONSTRUCTION*

○ *INDICATES SET 1" IRON PIPE WITH BRASS TAG STAMPED R.C.E. 29224, FLUSH, UNLESS OTHERWISE NOTED. MONUMENTS IN ASPHALT PAVEMENT SET 1/4" BELOW SURFACE*

SET 1" IRON PIPE, 18" LONG, WITH BRASS TAG STAMPED R.C.E. 29224 AT ALL LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES EXCEPT SET LEAD AND TAG R.C.E. 29224 IN TOP OF CURB ON PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT PROPERTY CORNER.

WHERE A WALL EXISTS ON THE PROPERTY LINE, SET NAIL AND TAG R.C.E. 29224 IN FACE OF WALL ON PROPERTY LINE.

BASIS OF BEARING

Bearings shown on this Map are based on the centerline of San Bernardino Avenue being N 89°13'16" E per Record of Survey filed as Instrument No. 90-264494 and recorded July 5, 1990 in Book 84, Page 46 of Records of Survey.

REFERENCED RECORD PLATS TABLE

No.	MAP	RECORDING DATE	BOOK	PAGE
R1	TRACT MAP No. 2153	MARCH 16, 1927	M.B. 32	PG. 8
R2	TRACT MAP No. 2383	MARCH 5, 1929	M.B. 34	PG. 11
R3	RECORD OF SURVEY	JULY 5, 1990	R.S. 84	PG. 46
R4	RECORD OF SURVEY 07-415	NOVEMBER 23, 2009	R.S. 140	PG. 77
R5	TRACT MAP No. 15937	MAY 19, 2000	M.B. 278	PG. 48-54
R6	TRACT MAP No. 18882	FEBRUARY 10, 2014	M.B. 338	PG. 70-74
R7	TRACT MAP No. 17064	FEBRUARY 1, 2008	M.B. 331	PG. 65-66

FOUND MONUMENT NOTES

1. *FOUND PK NAIL NO REF., FLUSH, PER R.S. 140/77 IN LIEU OF 1 ½" I.P. TAGGED LS 3807 PER C.S.F.B. 4050/791 AND R.S. 102/91-97. ACCEPTED AS THE NORTHEAST CORNER OF SECTION 24, T1S, R3W, SBM REFERENCE RECORD R4.*
2. *FOUND 1" I.P. & PLASTIC PLUG STAMPED L.S. 2851, DN. 0.2', PER M.B. 278/48-54, IN LIEU OF CONCRETE MONUMENT PER R.S. 47/97. ACCEPTED AS INTERSECTION OF CENTERLINE SAN BERNARDINO AVENUE AND THE WEST LINE OF THE E ½ OF THE W ½ OF THE NW ¼ OF THE NE ¼ OF SECTION 24, T1S, R3W. REFERENCE RECORD R5.*
3. *FOUND 1" I.P. TAGGED L.S. 5390, FLUSH, PER M.B. 338/70-74 IN LIEU OF 1" I.P. TAGGED L.S. 2851 PER M.B. 278/48-54, ACCEPTED AS CENTERLINE INTERSECTION OF SAN BERNARDINO AVENUE AND GRANITE STREET. REFERENCE RECORD R6.*
4. *FOUND 1" I.P. TAGGED RCE 31653, FLUSH, PER M.B. 331/65-66. ACCEPTED AS CENTERLINE INTERSECTION OF CAPRI AVENUE AND WABASH AVENUE. REFERENCE RECORD R7.*
5. *FOUND 1" I.P. TAGGED L.S. 5535, NO REF., FLUSH, IN LIEU OF 1" I.P. WITH PLASTIC PLUG STAMPED L.S. 2851 PER M.B. 278/48-54. ACCEPTED AS INTERSECTION OF CENTERLINE CAPRI AVENUE AND THE WEST LINE OF THE E ½ OF THE W ½ OF THE NW ¼ OF THE NE ¼ OF SECTION 24, T1S, R3W. REFERENCE RECORD R5.*
6. *FOUND LARGE MAG NAIL IN CONCRETE SEWER MANHOLE COLLAR, 0.06' E & 0.03' S, IN LIEU OF 1" I.P. WITH PLASTIC PLUG STAMPED L.S. 2851 PER M.B. 278/48-54. ACCEPTED AS THE CENTERLINE INTERSECTION OF CAPRI AVENUE AND GRANITE STREET.*

LINE DATA TABLE

LINE #	DISTANCE	BEARING
L1	39.05'	N9°55'26"E
L2	39.05'	N78°31'06"E
L3	15.00'	N89°13'16"E
L4	57.00'	N89°13'16"E
L5	57.00'	N89°13'16"E
L6	9.08'	N89°13'16"E
L7	1.08'	N89°13'16"E
L8	24.28'	N89°13'25"E
L9	26.85'	N89°13'16"E
L10	7.00'	S89°13'16"W
L11	7.00'	N89°13'16"E
L12	24.29'	N89°13'16"E
L13	7.00'	N89°13'16"E
L14	24.29'	N89°13'16"E
L15	7.00'	N89°13'16"E
L16	22.00'	N0°46'44"W
L17	22.00'	N0°46'44"W
L18	6.85'	N0°30'07"W
L19	20.00'	N89°13'25"E
L20	37.51'	N56°36'34"E
L21	38.27'	N56°36'34"E
L22	31.01'	N9°55'26"E
L23	8.04'	N9°55'26"E
L24	15.00'	N89°13'16"E
L25	2.00'	N89°13'16"E
L26	2.00'	N89°13'16"E
L27	3.00'	N89°13'16"E
L28	10.51'	N89°13'16"E
L29	2.00'	N0°46'44"W
L30	2.00'	N0°46'44"W
L31	6.63'	N65°17'56"W
L32	6.63'	N64°13'46"E
L33	7.90'	N65°51'56"W
L34	7.90'	N64°47'46"E
L35	23.08'	N89°13'16"E

LINE DATA TABLE

LINE #	DISTANCE	BEARING
L36	2.00'	N89°13'16"E
L37	15.00'	N89°13'16"E
L38	2.00'	N0°46'44"W
L39	2.00'	N0°46'44"W
L40	2.00'	N0°46'44"W
L41	2.00'	N0°46'44"W
L42	2.00'	N0°46'44"W
L43	2.00'	N0°46'44"W
L44	2.00'	N0°46'44"W
L45	2.00'	N0°46'44"W
L46	22.08'	N89°13'16"E
L47	14.08'	N89°13'16"E
L48	37.28'	N89°13'25"E
L49	39.85'	N89°13'16"E
L50	2.00'	N0°46'44"W
L51	2.00'	N0°46'44"W
L52	15.05'	N0°46'44"W
L53	20.00'	N89°13'16"E
L54	20.00'	N89°13'16"E
L55	15.05'	N0°46'44"W
L56	2.00'	N0°46'44"W
L57	2.00'	N0°46'44"W
L58	2.00'	N0°46'44"W
L59	2.00'	N0°46'44"W
L60	2.00'	N0°46'44"W
L61	2.00'	N0°46'44"W
L62	2.00'	N0°46'44"W
L63	2.00'	N0°46'44"W
L64	37.29'	S89°13'16"W
L65	20.00'	S89°13'16"W
L66	37.29'	S89°13'16"W
L67	20.00'	S89°13'16"W
L68	7.16'	N89°13'16"E
L69	62.70'	N89°13'16"E
L71	162.71'	N89°13'25"E

LINE DATA TABLE

LINE #	DISTANCE	BEARING
L72	117.16'	N89°13'16"E
L73	43.00'	N0°46'44"W
L74	43.00'	N0°46'44"W
L75	43.00'	N0°46'44"W
L76	50.00'	N0°30'07"W
L77	142.03'	N0°32'05"W
L78	6.63'	N65°17'56"W
L79	6.63'	N64°13'46"E
L80	7.90'	N65°51'56"W
L81	7.90'	N64°47'46"E
L82	151.23'	N0°32'05"W
L83	64.39'	N89°13'16"E

• SEE SHEET 4 OF 11 FOR CURVE DATA TABLE

98 NUMBERED LOTS
& 20 LETTERED LOTS
GROSS AREA: 37.866 AC
(TO EXISTING STREET R/W)
NET AREA: 27.867 AC
(TO PROPOSED STREET R/W)

Tract Map No. 20473

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

LOT 1 OF TRACT No. 2383 PER MAP RECORDED IN BOOK 34, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

DAN GUERRA & ASSOCIATES

JUNE, 2024

CURVE DATA TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	28.27'	18.00'	90°00'00"
C2	16.44'	88.00'	10°42'10"
C3	136.11'	70.00'	111°24'20"
C4	16.44'	88.00'	10°42'10"
C5	76.42'	720.00'	6°04'52"
C6	82.75'	780.00'	6°04'43"
C11	80.39'	780.00'	5°54'19"
C12	74.17'	720.00'	5°54'09"
C13	86.79'	970.00'	5°07'35"
C14	92.16'	1030.00'	5°07'35"
C15	218.16'	52.00'	240°22'46"
C16	36.88'	35.00'	60°22'46"
C17	20.42'	13.00'	90°00'00"
C18	20.42'	13.00'	90°00'00"
C19	36.88'	35.00'	60°22'45"
C20	218.16'	52.00'	240°22'46"
C21	86.79'	970.00'	5°07'35"
C22	92.16'	1030.00'	5°07'35"
C23	102.43'	1280.00'	4°35'06"
C24	97.63'	1220.00'	4°35'06"
C25	97.63'	1220.00'	4°35'06"
C26	102.43'	1280.00'	4°35'06"
C27	20.42'	13.00'	90°00'00"
C28	28.27'	18.00'	90°00'00"
C29	36.23'	23.00'	90°14'39"
C30	20.37'	13.00'	89°45'30"
C31	20.42'	13.00'	90°00'00"
C32	20.42'	13.00'	90°00'00"
C33	20.42'	13.00'	90°00'00"
C34	20.42'	13.00'	90°00'00"
C35	20.42'	13.00'	90°00'00"
C36	97.63'	1220.00'	4°35'06"
C37	102.43'	1280.00'	4°35'06"
C38	20.42'	13.00'	90°00'00"
C39	20.42'	13.00'	90°00'09"

CURVE DATA TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C40	76.39'	720.00'	6°04'43"
C41	82.79'	780.00'	6°04'52"
C42	20.42'	13.00'	90°00'00"
C43	20.42'	13.00'	90°00'00"
C44	102.43'	1280.00'	4°35'06"
C45	97.63'	1220.00'	4°35'06"
C46	20.42'	13.00'	90°00'00"
C47	20.42'	13.00'	90°00'00"
C48	80.36'	780.00'	5°54'09"
C49	74.21'	720.00'	5°54'19"
C50	20.42'	13.00'	89°59'51"
C51	20.42'	13.00'	90°00'00"
C52	20.42'	13.00'	90°00'00"
C53	20.42'	13.00'	90°00'00"
C54	20.42'	13.00'	90°00'00"
C55	20.42'	13.00'	90°00'00"
C56	86.79'	970.00'	5°07'35"
C57	92.16'	1030.00'	5°07'35"
C58	20.42'	13.00'	90°00'00"
C59	20.42'	13.00'	90°00'00"
C60	86.79'	970.00'	5°07'35"
C61	92.16'	1030.00'	5°07'35"
C62	20.42'	13.00'	90°00'00"
C63	100.03'	1250.00'	4°35'06"
C64	100.03'	1250.00'	4°35'06"
C65	100.03'	1250.00'	4°35'06"
C66	100.03'	1250.00'	4°35'06"
C67	89.47'	1000.00'	5°07'35"
C68	89.47'	1000.00'	5°07'35"
C69	67.54'	43.00'	90°00'00"
C70	79.60'	750.00'	6°04'52"
C71	79.57'	750.00'	6°04'43"
C72	77.30'	750.00'	5°54'19"
C73	77.27'	750.00'	5°54'09"
C74	89.47'	1000.00'	5°07'35"

CURVE DATA TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C75	89.47'	1000.00'	5°07'35"
C76	57.32'	70.00'	46°54'51"
C77	20.52'	70.00'	16°47'45"
C78	39.81'	70.00'	32°34'55"
C79	18.46'	70.00'	15°06'49"
C80	14.48'	88.00'	9°25'28"
C81	1.96'	88.00'	1°16'42"
C82	14.42'	720.00'	1°08'51"
C83	62.00'	720.00'	4°56'01"
C84	9.32'	780.00'	0°41'05"
C85	71.24'	780.00'	5°13'58"
C86	2.19'	780.00'	0°09'40"
C87	25.08'	780.00'	1°50'33"
C88	55.31'	780.00'	4°03'46"
C89	19.91'	720.00'	1°35'04"
C90	54.26'	720.00'	4°19'06"
C91	46.97'	970.00'	2°46'29"
C92	39.81'	970.00'	2°21'06"
C93	31.50'	1030.00'	1°45'08"
C94	60.65'	1030.00'	3°22'27"
C95	58.56'	52.00'	64°31'12"
C96	45.81'	52.00'	50°28'17"
C97	79.13'	52.00'	87°11'18"
C98	34.67'	52.00'	38°11'59"
C99	3.19'	35.00'	5°13'46"
C100	33.69'	35.00'	55°09'00"
C101	33.69'	35.00'	55°09'00"
C102	3.19'	35.00'	5°13'46"
C103	34.67'	52.00'	38°11'59"
C104	79.20'	52.00'	87°15'59"
C105	44.78'	52.00'	49°20'19"
C106	59.51'	52.00'	65°34'30"
C107	4.00'	970.00'	0°14'11"
C108	71.07'	970.00'	4°11'54"
C109	11.71'	970.00'	0°41'31"

CURVE DATA TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C110	59.44'	1030.00'	3°18'24"
C111	32.71'	1030.00'	1°49'11"
C112	67.03'	1280.00'	3°00'02"
C113	35.40'	1280.00'	1°35'04"
C114	34.76'	1220.00'	1°37'57"
C115	62.87'	1220.00'	2°57'09"
C117	12.92'	1220.00'	0°36'24"
C118	70.06'	1220.00'	3°17'26"
C119	14.64'	1220.00'	0°41'16"
C120	55.50'	1280.00'	2°29'03"
C121	46.93'	1280.00'	2°06'03"
C122	96.43'	1205.00'	4°35'06"
C123	2.61'	1295.00'	0°06'55"
C124	101.02'	1295.00'	4°28'11"
C125	74.79'	705.00'	6°04'43"
C126	3.08'	795.00'	0°13'20"
C127	81.29'	795.00'	5°51'32"
C128	2.53'	1220.00'	0°07'08"
C129	95.10'	1220.00'	4°27'58"
C130	14.85'	720.00'	1°10'54"
C131	59.36'	720.00'	4°43'24"
C132	95.10'	1205.00'	4°31'18"
C133	81.90'	795.00'	5°54'09"
C134	13.30'	705.00'	1°04'52"
C135	83.81'	955.00'	5°01'42"
C136	1.63'	955.00'	0°05'53"
C137	93.50'	1045.00'	5°07'35"
C138	77.79'	955.00'	4°40'02"
C139	7.65'	955.00'	0°27'33"
C140	93.50'	1045.00'	5°07'35"
C149	28.27'	18.00'	90°00'00"
C150	28.27'	18.00'	90°00'00"
C151	20.42'	13.00'	90°00'00"
C152	20.42'	13.00'	90°00'00"
C153	20.42'	13.00'	90°00'00"

CURVE DATA TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C154	102.43'	1280.00'	4°35'06"
C155	2.53'	1220.00'	0°07'08"
C156	59.36'	720.00'	4°43'24"
C157	20.42'	13.00'	89°59'51"
C158	28.27'	18.00'	90°00'00"
C159	28.27'	18.00'	90°00'00"
C160	28.27'	18.00'	90°00'00"
C161	36.23'	23.00'	90°14'39"
C162	20.37'	13.00'	89°45'30"
C163	45.81'	52.00'	50°28'17"
C164	44.78'	52.00'	49°20'19"

• SEE SHEET 3 OF 11 FOR ENGINEER'S NOTES, BASIS OF BEARING, REFERENCED RECORD PLATS, MONUMENT NOTES & LINE DATA TABLE

98 NUMBERED LOTS
& 20 LETTERED LOTS
GROSS AREA: 37.866 AC
(TO EXISTING STREET R/W)
NET AREA: 27.867 AC
(TO PROPOSED STREET R/W)

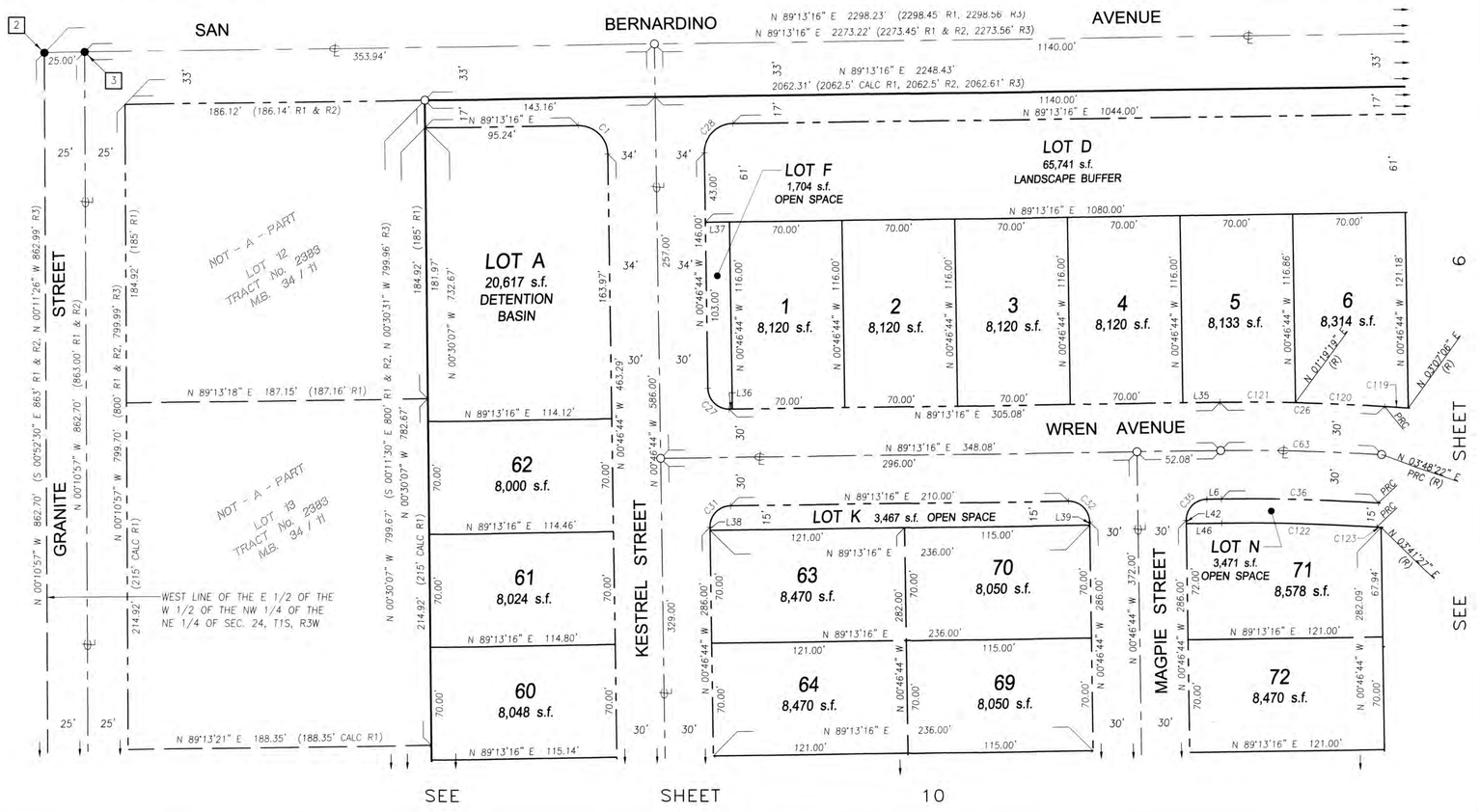
Tract Map No. 20473

IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
LOT 1 OF TRACT No. 2383 PER MAP RECORDED IN BOOK 34, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY
DAN GUERRA & ASSOCIATES
JUNE, 2024

- SEE SHEET 3 OF 11 FOR ENGINEER'S NOTES, BASIS OF BEARING, REFERENCED RECORD PLATS, MONUMENT NOTES & LINE DATA TABLE
- SEE SHEET 4 OF 11 FOR CURVE DATA TABLE

N W E S

40 0 20 40 80
MAP SCALE: 1" = 40'



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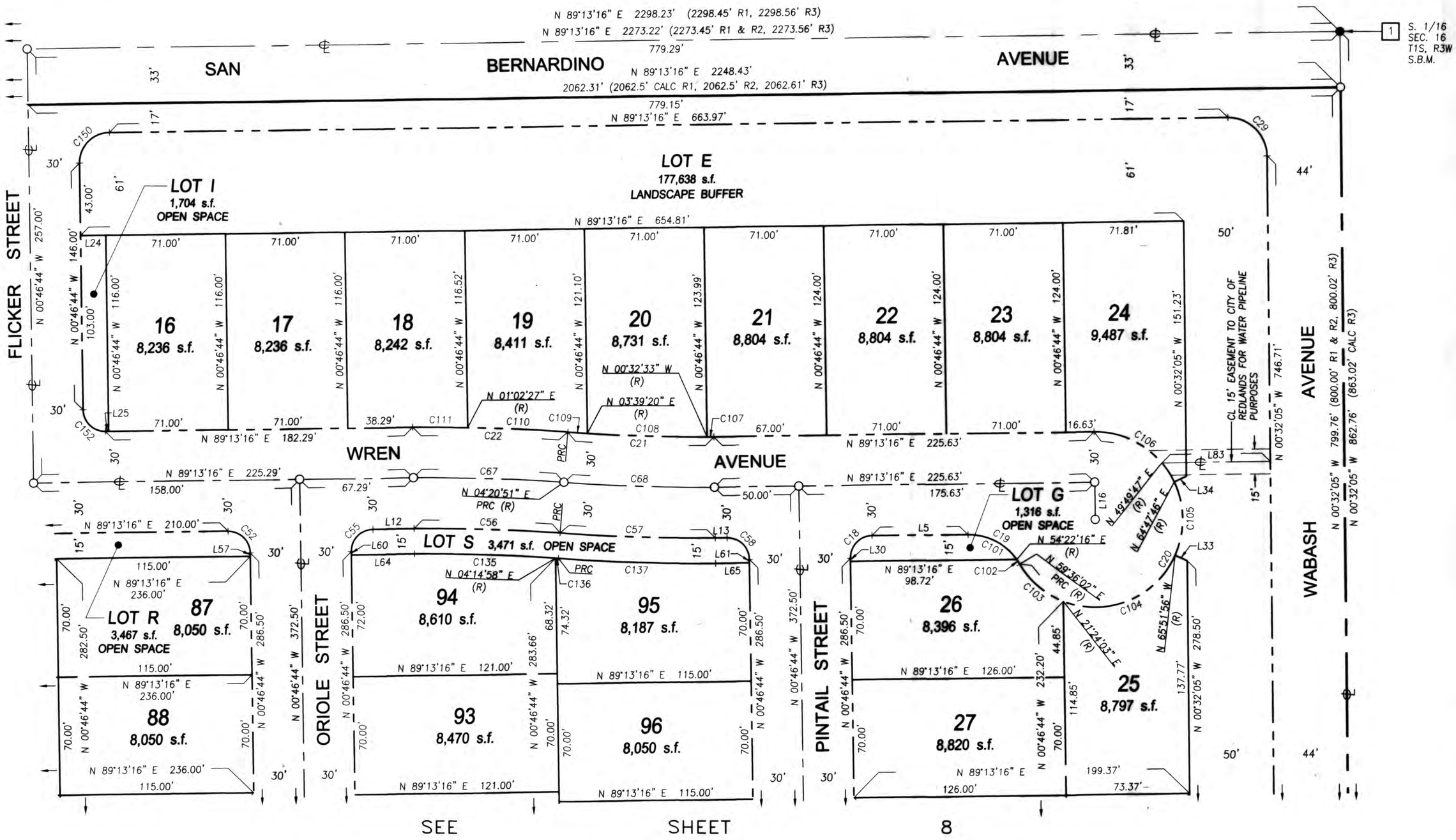

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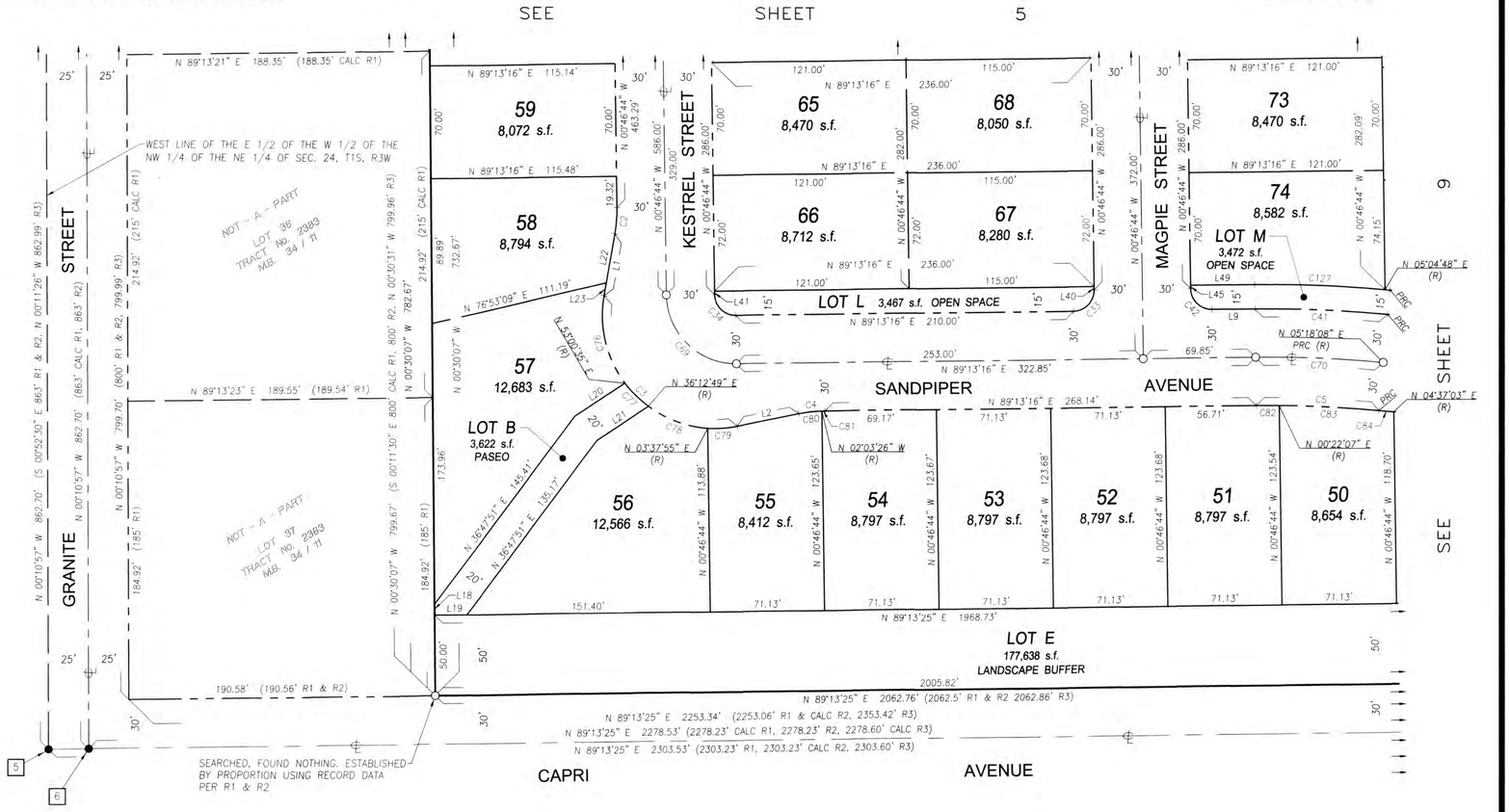

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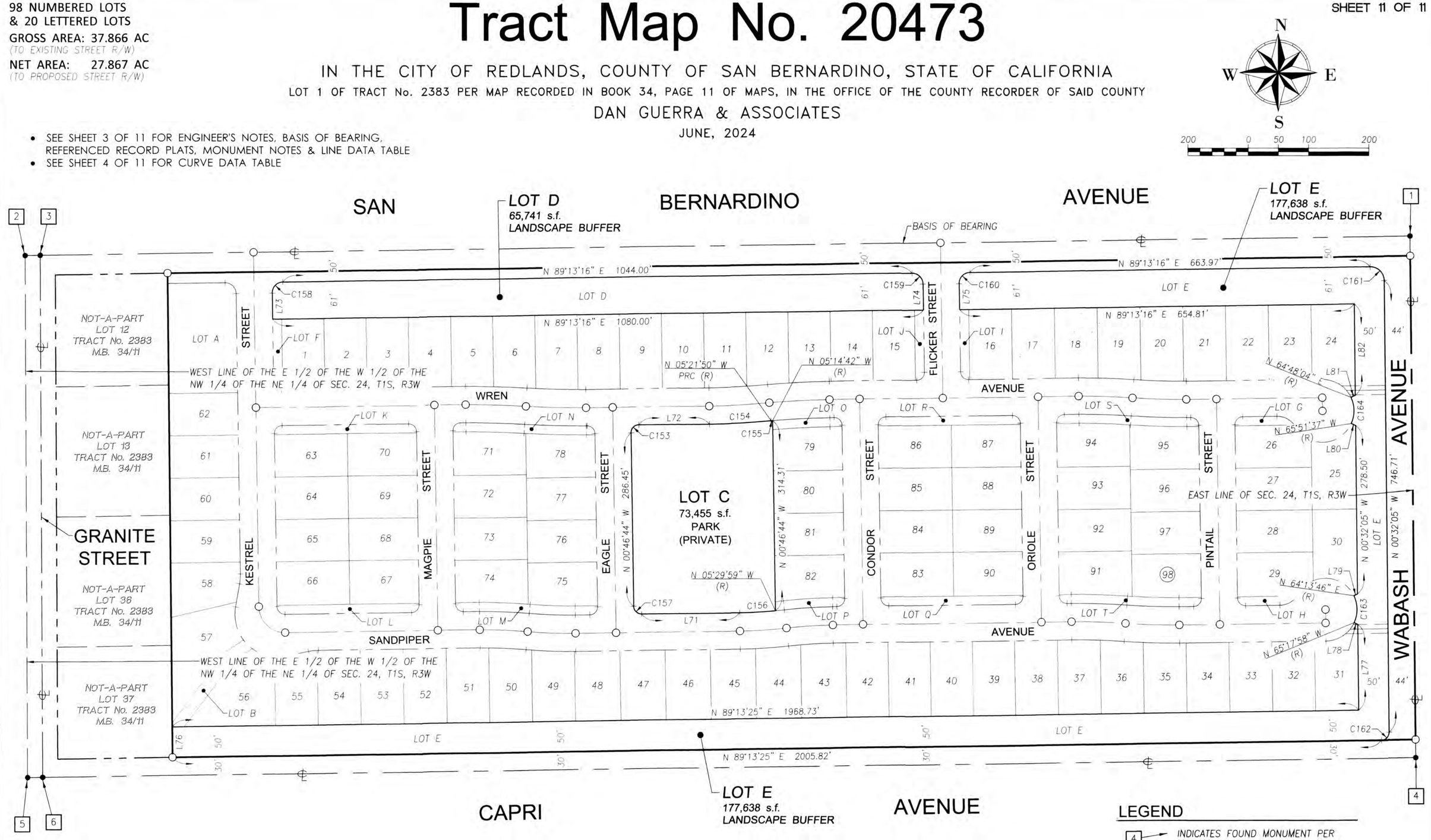

LEGEND

4 — INDICATES FOUND MONUMENT PER MONUMENT NOTES, SHEET 3 OF 11

LOT C (PRIVATE PARK) & LOT D (LANDSCAPE BUFFER) & LOT E (LANDSCAPE BUFFER)

SCALE: 1" = 100'

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2025-0003381

01/07/2025 08:13 AM
SAN
C5032

Titles: 1 Pages: 19

Fees	$0.00
Taxes	$0.00
CA SB2 Fee	$0.00
Total	$0.00

RECORDING REQUESTED BY:
MUNICIPAL UTILITIES AND
ENGINEERING DEPARTMENT
CITY OF REDLANDS

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

FEES NOT REQUIRED PER GOVERNMENT CODE SECTION 6103

(THIS SPACE FOR RECORDER'S USE ONLY)

CITY OF REDLANDS

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is made this 19th day of November 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," KL LB Buy 2 LLC, a Delaware limited liability company ("KL") and Tri Pointe Homes IE-SD, Inc., a California corporation ("TPH") KL and TPH are hereinafter collectively referred to as "Subdivider." City and Subdivider are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Subdivider is the owner or authorized developer of property located in the City of Redlands known as Tract No. 20473 (the "Subdivision") for which Subdivider is obligated to construct certain improvements (the "Improvements") as a condition of approval of the Subdivision; and

WHEREAS, City desires to ensure that the Improvements will be constructed in a good and workmanlike manner and in accordance with City laws; and

WHEREAS, Subdivider acknowledges that it is familiar with the provisions of the Redlands Municipal Code and the State Subdivision Map Act (Government Code section 66410 et seq.) and agrees to comply therewith; and

WHEREAS, a final map for the Subdivision has been prepared pursuant to the Redlands Municipal Code and the State Subdivision Map Act, and has been filed by Subdivider for consideration by City;

NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of City of the final map for the Subdivision, and the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Definition and Ownership of Improvements. The Improvements include but are not limited to the grading, paving, construction of curbs and gutters, storm drains and sanitary sewers, water lines, utilities, street lights and all appurtenant facilities associated with the Subdivision that are shown in the plans, profiles and specifications that have been prepared by Subdivider and approved by City, and which are described in Exhibit "A." All Improvements constructed or installed pursuant to this Agreement shall become the property of City, without payment therefor, upon acceptance of those Improvements by City.

2. Time for Completion. Construction of the Improvements shall be completed within eighteen (18) months from the Effective Date of this Agreement. In the event Subdivider fails to complete construction of the Improvements within that time period, City may require TPH's surety to complete the Improvements, or City may complete construction of the Improvements and recoup its expenses for such work from Subdivider, or TPH's surety, as hereafter provided.

3. Subdivider's Obligations to Construct Improvements. Subdivider shall:

A. Complete the Improvements, at Subdivider's expense, in conformance with approved Improvement plans; provided, however, that the Improvements shall not be deemed to be completed until accepted by City as provided in Section 18 hereof.

B. Furnish at Subdivider's expense the necessary materials, provisions and other supplies or equipment used for the Improvements, and, at TPH's expense, a payment bond with TPH as the obligor with respect to such work or labor as required by Civil Code Section 9550, for the completion of the Improvements in conformity with the Improvement plans.

C. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the Improvements, or pay the cost of acquisition incurred by City. All rights-of-way, easements and other interests in real property shall be free and clear of liens and encumbrances. Subdivider's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Subdivision.

D. Commence construction of the Improvements by the time established in Section 25 of this Agreement and complete the Improvements as required by Section 2, above, unless a time extension is granted in writing by City.

E. Install all Improvement monuments required by law prior to acceptance of the Improvements by City. Individual property monuments shall be installed within eighteen (18) months of such acceptance.

F. Install street name signs conforming to City standards. Permanent street name signs shall be installed before acceptance of the Improvements by City.

4. Acquisition and Dedication of Property. If any of the Improvements contemplated

by this Agreement are to be constructed or installed on property not owned by City or Subdivider, no construction or installation shall be commenced before:

A. The offer of dedication to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from property owner to allow construction or installation of the Improvements, or

B. The dedication to, and acceptance by, City of appropriate rights-of-way easements or other interests in real property, as determined by the Municipal Utilities and Engineering Director, or

C. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. Subdivider shall comply in all respects with the order of possession.

Nothing in this Section shall be construed as authorizing or granting an extension of time to Subdivider.

5. Security. TPH shall at all times guarantee Subdivider's performance by furnishing to City and maintaining good and sufficient security as required by the Subdivision laws in accordance with Sections 66499 through 66499.10 of the Government Code, on forms approved by City for the purposes and in the amounts as follows:

A. To assure faithful performance of the Agreement in regard to the Improvements in an amount of one hundred (100%) of the estimated cost of the Improvements; and

B. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the Improvements, a bond in the amount of fifty (50%) of the estimated cost of the Improvements; and

C. To guarantee or warranty the Improvements for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of ten (10%) of the estimate cost of the Improvements; and

D. Good and sufficient security in the amount of one hundred (100%) of the estimated cost of setting subdivision monuments.

E. Additional security as required by the applicable provisions of the Redlands Municipal Code.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced in this Agreement are hereby incorporated into this Agreement. If any security is replaced by another approved security, the replacement shall: (1) comply with all the requirements for security in this Agreement, (2) be provided to the City Engineer to be filed with the City Clerk, and upon filing (3) be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

6. Alterations to Improvement Plans.

A. Any changes, alterations or additions to the Improvement plans, not exceeding ten (10%) of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider shall not relieve the Improvement security given for faithful performance of this Agreement. In the event such changes, alterations or additions exceed ten (10%) of the original estimated cost of the Improvements, TPH shall provide Improvement security for faithful performance as required by Section 5 of this Agreement for one hundred (100%) of the total estimated cost of the Improvement as changed, altered or amended, less any completed partial releases allowed by Section 8 of this Agreement.

B. Subdivider shall construct the Improvements in accordance with City standards in effect on the Effective Date of this Agreement. City reserves the right to modify the standards applicable to the Subdivision and this Agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law or City ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, City may apply the standards in effect at the time of the extension.

7. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the Improvements, Subdivider may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer, or the City's designated representative, determines that the work has been completed in accordance with this Agreement, then the designated representative shall certify the completion of the Improvements to the Municipal Utilities and Engineering Director/City Engineer. No Improvements shall be accepted unless all aspects of work have been inspected and completed in accordance with the Improvement plans. When applicable law requires an inspection to be made by City at a particular stage of the work of constructing and installing such Improvements, City shall be given timely notice of Subdivider's readiness for such inspection and Subdivider shall not proceed with additional work until the inspection has been made and the work approved. Subdivider shall bear all costs of inspection and certification. No Improvements shall be deemed completed until written acceptance by City.

8. Release of Securities. The securities required by this Agreement shall be released as follows:

A. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection b. hereof.

B. City may release a portion of the security given for faithful performance of the Improvement work as the work progresses upon application therefor by Subdivider; provided, however, that no such release shall be for an amount less than twenty five (25%) of the total Improvement security given for faithful performance of the Improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total Improvement security given for faithful performance until final completion and acceptance of the Improvements. In no event shall the City Engineer authorize a release of the Improvement security which would reduce the

security to an amount below one hundred twenty five percent (125%) of that required to guarantee completion for the Improvement work and any other obligation imposed by this Agreement.

C. Security given to secure payment to any contractor, subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than one hundred twenty five percent (125%) of the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by City to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

D. No security given for the guarantee or warranty for work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 12, the warranty period shall not commence until final acceptance of all the work and Improvements by City.

E. City may retain from any security released, an amount to sufficiently cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

9. Injury to Improvements, Public Property or Public Utilities' Facilities.

A. Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all public Improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

B. Furthermore, until such time as the Improvements are accepted by City, Subdivider shall be responsible for, and bear the risk of loss to, the Improvements. Until all Improvements required by this Agreement are fully completed and accepted by City, Subdivider shall be responsible for the care and maintenance of, and any damage to, such Improvements. City shall not, nor shall any officer or employee thereof, be liable to or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Improvements required by this Agreement prior to the completion and acceptance of the Improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

10. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, and give all necessary notices and pay all fees and taxes required by law.

11. Default of Subdivider.

A. Default of Subdivider shall include, but not be limited to:

(1) Subdivider's failure to timely commence construction of the Improvements;
(2) Subdivider's failure to timely complete construction of the Improvements;
(3) Subdivider's failure to timely cure any defect in the Improvements;
(4) Subdivider's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
(5) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within thirty (30) days;
(6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
(7) Subdivider's failure to perform any other obligation under this Agreement.

B. City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by Subdivider. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required Improvements. The sums provided by the Improvements security may be used by City for the completion of the Improvements in accordance with the Improvement plans contained herein.

C. In the event of Subdivider's default under this Agreement, Subdivider authorizes City to perform such obligation twenty (20) days after mailing written notice of default to Subdivider and TPH's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and TPH's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

D. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by City of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection is in addition to, and not in lieu of, other remedies available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of City.

E. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs.

F. The failure of City to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or

breach of Subdivider.

12. Warranty. Subdivider shall guarantee or warrant the Improvements undertaken pursuant to this Agreement for a period of one (1) year after acceptance of the Subdivision by City against any defective work or labor done or defective materials furnished. If within the warranty period any work or Improvement, or part of any work or Improvement done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Improvement plans or specifications referred to herein, Subdivider shall without delay and without cost to City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly in accordance with this requirement, Subdivider hereby authorizes City, at City's option to perform the work twenty (20) days after mailing written notice of default to Subdivider and to TPH's surety, and agrees to pay the cost of such work by City. Should City determine that an urgency requires repairs or replacements to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work, and Subdivider shall pay to City the cost of such repairs.

13. Subdivider Not Agent or Employee of City. Neither Subdivider nor Subdivider's agents, contractors or subcontractors are or shall be considered to be agents or employees of City in connection with the performance of Subdivider's obligations under this Agreement.

14. Environmental Warranty. Prior to the acceptance of any property dedications or Improvements by City, Subdivider shall certify and warrant that neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

A. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

B. Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

C. Subdivider's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

15. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other subdividers for the apportionment of costs of the Improvements pursuant to the provisions of the City ordinances providing therefor, nor shall anything in this Agreement commit City to any such apportionment.

16. Subdivider's Obligation to Warn Public during Construction. Until final acceptance of the Improvements by City, Subdivider shall give good and adequate warning to the public of each and every dangerous condition extant in connection with said Improvements, and will take reasonable actions to protect the public from such dangerous conditions.

17. Vesting of Ownership. Upon formal final acceptance of the Improvements by City and recordation of the final map for the Subdivision, ownership of the Improvements constructed pursuant to this Agreement shall vest in City.

18. Final Acceptance of Work. Acceptance of work on behalf of City shall be made by the Municipal Utilities and Engineering Director after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by City.

19. Compliance with Laws. Subdivider and its agents, employees, contractors and subcontractors shall comply with all applicable Federal, State and local rules, laws and regulations in constructing the Improvements including, but not limited to, all applicable Labor Code laws.

20. Insurance.

A. City, and its elected and appointed officials, officers, employees, and volunteers shall be covered as additional insureds on TPH's Commercial General Liability ("CGL") policy with respect to liability arising out of work or operations performed by, or on behalf of, Subdivider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Subdivider. General liability coverage can be provided in the form of an endorsement to TPH's insurance (at least as broad as Insurance Services Office ("ISO") Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG
20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, TPH's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, and its elected and appointed officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by City, and its elected and appointed officials, officers, employees, or volunteers shall be excess of TPH's insurance and shall not contribute with it.

Each insurance policy required by this section 20 shall provide that coverage shall not be canceled, except with prior twenty (20) days written notice to City.

B. Builder's Risk (Course of Construction) Insurance. TPH may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing.

C. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

D. Waiver of Subrogation. TPH hereby agrees to waive rights of subrogation which any insurer of TPH may acquire from TPH by virtue of the payment of any loss. TPH agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Subdivider, its employees, agents, and subcontractors.

E. Verification of Coverage. TPH shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before Work begins. However, failure to obtain the required documents prior to the work beginning shall not waive TPH's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

F. Subcontractors. TPH shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and TPH shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

G. TPH's Insurance to be Primary

All insurance required by this Agreement is to be maintained by TPH for the duration of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. TPH shall provide City with Certificates of Insurance evidencing such insurance concurrent with Subdivider's execution and delivery of this Agreement to City, for City's approval.

Worker's Compensation and Employer's Liability. TPH shall have Worker's Compensation and Employer's Liability insurance in an amount which meets the statutory requirement with an insurance carrier acceptable to City. TPH shall execute and provide City with Exhibit "B" titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this

reference.

H. Comprehensive General Liability Insurance.TPH shall secure comprehensive general liability insurance covering all work under this Agreement, including work done by subcontractors, with carriers acceptable to City. Minimum coverage 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 the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

I. Business Auto Liability Insurance. TPH shall secure business auto liability coverage, with minimum limits of one million dollars ($1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all TPH owned vehicles used on the project, hired and non-owned vehicles, and employee non- ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

21. Indemnity/Hold Harmless.

A. City and any official or employee thereof shall not be liable for any injury to persons or property occasioned by reasons of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, and its officials and employees from any act or omission by Subdivider or its employees or agents, in connection with the work performed pursuant to this Agreement except for all claims, losses, damages, causes of action, injuries and/or liabilities to City and/or third parties caused by the negligence of City or City's agents. This indemnification and Agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of the Subdivision, and the public Improvements as provided herein.

B. After acceptance of the Improvements, Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The Improvement security shall not be required to cover the provisions of this paragraph.

C. Subdivider shall reimburse City for all attorney's fees, costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this section.

D. In the event City tenders defense and indemnification pursuant to the provision set forth in subsection (a) above, and Subdivider wrongfully delays acceptance of the tender of the indemnification beyond the date specified in the tender of defense and indemnification demand, and based on City's costs necessitated by having to undertake its own defense and utilize the

services of its own employees in the defense of any such claim, Subdivider shall be charged two hundred fifty ($250) dollars per day from the date tender should have been accepted until the date tender is finally accepted to reimburse City for all of its defense related expenses, including the value of all time required by City employees to defend City during the time that tender should have been but was not accepted.

22. Personal Nature of Subdivider's Obligations. All of Subdivider's obligations under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Subdivision or any other third party without the express written consent of City.

23. Sale or Disposition of Subdivision. Subdivider may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, Subdivider may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve Subdivider of the obligations under Section 22 for the work or Improvements done by Subdivider.

24. Time is of the Essence. Time is of the essence in the performance of this Agreement.

25. Time for Commencement of Work; Time Extensions. Subdivider shall commence substantial construction of the Improvements required by this Agreement not later than three (3) months after the Effective Date of this Agreement. In the event good cause exists as determined by the Municipal Utilities and Engineering Director, the time for commencement of construction or completion of the Improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the Municipal Utilities and Engineering Director. Any such extension may be granted without notice to TPH's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The Municipal Utilities and Engineering Director shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. Delay, other than delay in the commencement of work, resulting from an act of City, act of God, by storm or inclement weather, strikes, boycotts or similar political actions which prevent the conducting of work, which Subdivider could not have reasonably foreseen, and furthermore were not caused by or contributed to by Subdivider, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the Municipal Utilities and Engineering Director may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the Municipal Utilities and Engineering Director.

26. Certificate of Satisfaction. The City Manager may, upon the determination of the Municipal Utilities and Engineering Director that Subdivider has fully satisfied the obligations secured by this Agreement, at the request of Subdivider, execute and record a Certificate of Satisfaction in the official records of the County of San Bernardino evidencing Subdivider's compliance with, and satisfaction of, all obligations under this Agreement. Subdivider shall be responsible for the payment of all City costs associated with the preparation and recordation of

such a certificate.

27. No Vesting of Rights. Performance by Subdivider of this agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

28. Notices. 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:

Notice to City: Municipal Utilities and Engineering Department Director
City of Redlands
PO Box 3005
Redlands, CA 92373

Notice to Subdivider: Nathan Holt
KL LB Buy 2 LLC, a Delaware limited liability company
6900 E. Camelback Road, Suite 800
Scottsdale, AZ 85251

Rick Rush
Tri Pointe Homes IE-SD, Inc.
1250 Corona Pointe Court, Suite 600
Corona, CA 92879

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

29. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

30. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

31. Litigation. In the event that suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

32. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

33. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of the terms of this

Agreement must be in writing and signed by the appropriate representatives of the Parties.

34. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

35. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the county of San Bernardino, State of California.

IN WITNESS WHEREOF this Agreement is executed by the Parties as of the date herein above first written.

SUBDIVIDER
KL LB Buy 2 LLC, a Delaware limited
limited liability company

By:_____
Nathan Holt, Authorized Signer
SIGNED IN COUNTERPART

CITY OF REDLANDS

By:_____
Charles M. Duggan, Jr., City Manager

Tri Pointe Homes IE-SD, Inc.,
a California corporation

By:_____
BRIAN ORTWEIN
SIGNED IN COUNTERPART

ATTEST:

_____
Jeanne Donaldson, City Clerk

(Notary attachment and proof of authorization
for all signatures required and must be attached)

CALIFORNIA ACKNOWLEDGEMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

On Thursday, December 19, 2024 before me, Jennifer Macias, Notary Public, personally appeared Charles M. Duggan, Jr., and Jeanne Donaldson, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

JENNIFER MACIAS
Notary Public - California
San Bernardino County
Commission # 2388813
My Comm. Expires Dec 31, 2025

(Seal)

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 12/12/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Brian Ortwein,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

Signature Edelmira Gonzales (Seal)

Agreement must be in writing and signed by the appropriate representatives of the Parties.

34. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

35. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the county of San Bernardino, State of California.

IN WITNESS WHEREOF this Agreement is executed by the Parties as of the date herein above first written.

SUBDIVIDER
KL LB Buy 2 LLC, a Delaware limited
limited liability company

By: Nathan Holt
Nathan Holt, Authorized Signer
SIGNED IN COUNTERPART

CITY OF REDLANDS

By: Chuck M Duggan
Charles M. Duggan, Jr., City Manager

Tri Pointe Homes IE-SD, Inc.,
a California corporation

By: _____
SIGNED IN COUNTERPART

ATTEST:

Jeanne Donaldson
Jeanne Donaldson, City Clerk

(Notary attachment and proof of authorization
for all signatures required and must be attached)

STATE OF ARIZONA)

COUNTY OF MARICOPA)

I, Julie Gillett, a Notary Public in and for the County and State aforesaid, do hereby certify that Nathan Holt, Authorized Signatory of **KL LB BUY 2 LLC**, personally appeared before me this day and acknowledged that due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal the 11th day of December, 2024.

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 635441
Expires August 05, 2026

Notary Public

My Commission Expires: 08/05/2026

EXHIBIT "A"

CITY OF REDLANDS
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 20473

The following plans are in the office of the Municipal Utilities and Engineering Department (MUED);

Description	Drawing No.	No. of Sheets
Street Improvement Plans	2397-ST	16
Storm Drain Plans	2397-SD	07
Street Striping and Signage Plans	2397-TS	04
Street Light Plans	2397-SL	04
CFD Street Tree Plans	2397-TP	06
Water Improvement Plans	D-60748	07
Sewer Improvement Plans	F-1864	12

EXHIBIT "B"

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.

Tri Pointe Homes IE-SD, Inc.,
a California corporation

By: _____ Date: 12·12·24

BOND NO.: PB03010410480
PREMIUM: $44,341.00

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and TRI POINTE HOMES IE-SD, INC., a California corporation, (hereinafter designated as "Principal") have entered into an agreement dated November 19 , 2024 ("Agreement), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements (the "Work") for Tract No. 20473; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to furnish a good and sufficient Faithful Performance bond with the City for the faithful performance of the Agreement;

Now, therefore, we, Principal and the undersigned, as corporate Surety, are held and firmly bound unto the City in the penal sum of Eleven Million Eight Hundred Twenty Four Thousand Two Hundred Nineteen Dollars ($11,824,219) 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 Agreement, 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 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 Principal remains.

Whenever 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 Agreement in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Agreement 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 Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to 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 Principal.

Surety shall not utilize Principal in completing the Work nor shall Surety accept a bid from Principal for completion of the Work if the City, when declaring Principal in default, notifies Surety of the City's objection to 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.

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 Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

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.

[Signatures on following page]

In witness whereof, this instrument has been duly executed by Principal and Surety above named, on DECEMBER 13TH, 2024.

(SEAL)

TRI POINTE HOMES IE-SD, INC., a California corporation

(Principal)

(Signature) Brian Ortwein, Vice President

(SEAL)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

(Surety)

BY:

(Signature) EDWARD C. SPECTOR
ATTORNEY-IN-FACT

Address: 283 S. LAKE AVENUE, SUITE 160, PASADENA, CA 91101

Telephone (626) 639-1323

(Seal and Notarial Acknowledgment of Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On DEC 13 2024 before me, Chase Austin Seyforth, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Edward C. Spector

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHASE AUSTIN SEYFORTH
Notary Public - California
Los Angeles County
Commission # 2469380
My Comm. Expires Nov 2, 2027

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer—Title(s) _____	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____
Signer Is Representing _____	Signer Is Representing _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely and Chase Seyforth of Lockton Companies Inc.**_ its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of Octoher, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13TH day of DECEMBER, 2024.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 12/13/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Brian Ortwein,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Edelmira Gonzales (Seal)

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

BOND NO.: PB03010410480
PREMIUM: SEE PERFORMANCE BOND

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands ("City"), State of California, and TRI POINTE HOMES IE-SD, INC., a California corporation, (hereinafter designated as "Principal") have entered into an agreement dated November 19, 2024 ("Agreement"), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements ("Work") for Tract No. 20473 ; 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 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, Principal and the undersigned, as 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 Civil Code the sum of Five Million Nine Hundred Twelve Thousand One Hundred Ten Dollars ($5,912,110) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to the 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 inure 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 Principal and Surety above named, on DECEMBER 13TH, 2024.

(SEAL)
TRI POINTE HOMES IE-SD, INC., a California corporation
(Principal)

(Signature) Brian Ortwein, Vice President

(SEAL)

PHILADELPHIA INDEMNITY INSURANCE COMPANY
(Surety)
BY:

(Signature) EDWARD C. SPECTOR, ATTORNEY-IN-FACT

Address:
283 S. LAKE AVENUE, SUITE 160, PASADENA, CA 91101

Telephone(626)
639-1323

(Seal and Notarial Acknowledgment of Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On DEC 13 2024 before me, Chase Austin Seyforth, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Edward C. Spector

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

CHASE AUSTIN SEYFORTH
Notary Public - California
Los Angeles County
Commission # 2469380
My Comm. Expires Nov 2, 2027

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name	Signer's Name
☐ Corporate Officer—Title(s)	☐ Corporate Officer—Title(s)
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other	☐ Other
Signer Is Representing	Signer Is Representing

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely and Chase Seyforth of Lockton Companies Inc.,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13TH day of DECEMBER, 2024.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 12/13/2024 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

personally appeared Brian Ortwein,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Edelmira Gonzales (Seal)

FRS01 EDELMIRA GONZALES NOTARY PUBLIC - CALIFORNIA COMMISSION # 2466323 RIVERSIDE COUNTY My Comm. Exp. October 12, 2027 FRS01

RESOLUTION NO. 1599

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS APPROVING TENTATIVE TRACT MAP NO. 20473, AND CONDITIONAL USE PERMIT NO. 1163 TO CONSTRUCT A SINGLE-FAMILY RESIDENTIAL PROJECT WITH A TOTAL OF 98 SINGLE-FAMILY LOTS, AND ADOPTION OF THE ASSOCIATED SOCIO-ECONOMIC COST/BENEFIT STUDY AND ADOPTION OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION. THE PROJECT SITE IS APPROXIMATELY 37.9 ACRES LOCATED AT THE SOUTHWEST CORNER OF EAST SAN BERNARDINO AVENUE AND WABASH AVENUE IN THE RESIDENTIAL ESTATE (R-E) ZONING DISTRICT.

WHEREAS, Pulte Group ("Applicant") has filed applications for Tentative Tract Map No. 20473 and Conditional Use Permit No. 1163 for a residential subdivision and Planned Residential Development for 98 single-family lots and twenty (20) lettered lots on approximately 37.9 acres located at the southwest corner of East San Bernardino Avenue and Wabash Avenue (APN: 0168-132-05-0000) referred to herein as the "Project" or "Project Entitlements"; and

WHEREAS, the applicant, Pulte Group, is authorized to represent the legal owner(s) of record to proceed on their behalf to pursue the Project Entitlements; and

WHEREAS, the proposed project is subject to the California Environmental Quality Act (CEQA) and an Initial Study has been prepared in accordance with the State CEQA Guidelines; and

WHEREAS, the Notice of Intent for the Initial Study was filed and posted at the County Clerk of the Board on July 27, 2022; and

WHEREAS, the Notice of Intent for the Initial Study was filed and posted at the State Clearinghouse online on July 28, 2022; and

WHEREAS, the Notice of Intent for the Initial Study and declaring the City's intent to adopt a Mitigated Negative Declaration for the Project was published for general circulation in the Redlands Daily Facts on July 28, 2022; and

WHEREAS, an Initial Study and Mitigated Negative Declaration was prepared for the project and circulated for public review for a period of thirty days beginning on July 29, 2022, and concluding on August 29, 2022; and

WHEREAS on December 2, 2022, notice of the Planning Commission's public hearing for the Project and the related Project Entitlements was published in the Redlands Daily Facts; and

WHEREAS, on December 13, 2022, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant, and by members of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed tentative tract map is subject to the California Environmental Quality Act (CEQA), the City has prepared an Initial Study and the City has exercised its own independent judgment and analysis, there is no substantial evidence that the proposed project may have a significant effect on the environment, and a Mitigate Negative Declaration has been prepared in accordance with the State CEQA Guidelines. The custodian of records is the Planning Division of the Development Services Department.

SECTION 2. SOCIO-ECONOMIC COST/BENEFIT STUDY. The Socio-Economic Cost/Benefit Study prepared by City staff found that the proposed project would result in a positive cost/benefit ratio exceeding 1.0, and the proposed project will not create or result in any significant unmitigable physical blight or overburden public services in the community.

SECTION 3. FINDING OF CONSISTENCY WITH THE GENERAL PLAN. The Planning Commission hereby finds that the proposed project is consistent with the existing land use designation of Very Low Density Residential in the 2035 General Plan land use map and related General Plan policies, as well as consistent with the existing zoning designation as Residential Estate (R-E) for Very Low Density Residential land uses.

SECTION 4. FINDING OF CONSISTENCY WITH THE REDLANDS AIRPORT LAND USE COMPATIBILITY PLAN. In accordance with the Redlands Airport Land Use Compatibility Plan (ALUCP), Section 1.5, the responsible agency hereby makes the specific finding that the proposed development is consistent with the primary compatibility criteria for noise, safety, airspace protection, and overflight pertaining to the Redlands Municipal Airport. Conditions of Approval are included in this Resolution for the project to ensure that construction and operation of the project will remain in compliance with the applicable ALUCP criteria and recommended conditions of approval.

SECTION 5. FINDINGS FOR APPROVAL OF TENTATIVE TRACT MAP NO. 20473. The proposed Tentative Tract Map No. 20473 is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department, Planning Division and Land Use Engineering Division, attached hereto as Exhibits "A" and "B" respectively:

1. *The proposed map is consistent with the City's General Plan and Municipal Code.*

   The proposed project site is designated for Very Low Density Residential on the General Plan land use map, and is within the Residential Estate (R-E) zoning district. The project, as designed, meets applicable General Plan policies for residential development, is consistent with the development standards of the R-E zone and the Planned Residential Development Ordinance, and is consistent with

the provisions of the Redlands Airport Land Use Compatibility Plan.

2. *The site is physically suitable for the type of development.*

The project site is designated on the General Plan land use map for development as Very Low Density Residential, which allows for single-family residential development projects. The project site's topography is relatively flat and the design of the subdivision will generally follow the grade of the site, and will not require excessive grading to yield the number of lots proposed. All on-site and off-site improvements proposed as part of the project's design will meet all City standards and provide a safe environment for the residents. As proposed, the project will have 98 single-family lots plus twenty lettered lots (for landscaping, open space, and drainage improvements), is consistent with the provisions of the Redlands Airport Land Use Compatibility Plan, and the project site is physically suitable for the proposed type of development.

3. *The site is physically suitable for the density of the development.*

The project site is designated on the General Plan land use map for development as Very Low Density Residential, which allows a maximum density of 2.7 dwelling units per gross acre. The project site's topography is relatively flat and the design of the subdivision will generally follow the grade of the site, and will not require excessive grading to yield the number of lots proposed. In addition, the Planned Residential Development Ordinance allows a maximum residential density in the Residential Estate (R-E) zone to not exceed 3.0 dwelling units per net acre. As proposed, the project will have a density of 2.59 dwelling units per acre, will be consistent with the Redlands Airport Land Use Compatibility Plan, and the project site is physically suitable for the proposed density of development.

4. *The design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife.*

The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife. The City retained an environmental consultant to prepare and Initial Study and fully analyze the project as required by the California Environmental Quality Act. A Mitigated Negative Declaration has been recommended for the project, there are no environmental factors that cannot be mitigated to a level of less than significant. Mitigation measures have been included in Conditions of Approval for the project.

5. *The design of the subdivision or type of improvements is not likely to cause serious public health problems.*

The proposed residential subdivision and is not likely to cause any serious public health problems, as the project is designed with improvements that meet all City and State building and fire codes, no objectionable emissions or odors will be associated with the development, and the project will be developed and operated in accordance with the City's noise ordinance. Potential buyers will be notified of the nearby Redlands Municipal Airport and aircraft overflight in accordance with the provisions of the Redlands Airport Land Use Compatibility Plan and Redlands Municipal Code.

6. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.*

There are no easements for public access or acquired by the public at large for access through or use of the property within the proposed subdivision. Existing roadways for San Bernardino Avenue, Wabash Avenue, and Capri Avenue are adjacent to the project site and will be fully improved along the project site's frontage(s) in accordance with the City of Redlands General Plan and applicable construction design regulations.

7. *That pursuant to California Government Code Section 66474.4, of the Subdivision Map Act the land is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965.*

The subject property is not subject to a contract entered into pursuant to the California Land Conservation Act of 1965 or a Williamson Act Contract.

SECTION 6. FINDINGS FOR APPROVAL OF CONDITIONAL USE PERMIT NO. 1163 (PLANNED RESIDENTIAL DEVELOPMENT). Conditional Use Permit No. 1163 for a Planned Residential Development is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department, Planning Division and Land Use Engineering Division, attached hereto as Exhibits "A" and "B" respectively:

1. *That the proposed development will not adversely affect the applicable land use plans of the city.*

The proposed subdivision will not adversely affect the land use plans of the City, as the property has been designated Very Low Density Residential on City maps dating back to at least the early 2000s and the proposed subdivision is consistent with the General Plan's land use designation as Very Low Density Residential as well as the prescribed density. The site is zoned R-E. The proposed development meets all applicable development standards of the R-E, Suburban Residential District and RMC Chapter 18.144 for Planned Residential Developments. The proposed project provides a combination of single-story and two-story homes which are similar in scale to those of the surrounding neighborhoods and the project will not adversely affect the land use plans of the City.

2. *That the proposed development will not be detrimental to the public health, safety and welfare.*

The proposed use will provide new single family housing that is consistent with existing single family housing developments in the surrounding area. The project also includes enhanced landscaped buffers along the northern, southern and eastern perimeters of the project site. An Initial Study/ Mitigated Negative Declaration (IS/MND) was prepared to fully analyzed potential environmental impacts as a result of the proposed project, all potential impacts are either considered less than significant or can be mitigated to a level that will be less than significant, The MND contains a total of eleven (11) mitigation measures that have been recommended to reduce potential impacts associated with Biological Resources, Cultural Resources, Geology & Soils, and Tribal Cultural Resources with the implementation of these measures, impacts are reduced to a level that is less than significant and a Mitigated Negative Declaration is recommended.

3. *That the proposed development will comply to the maximum extent feasible with the regulations of the city's general plan, the applicable zoning district and the city's development standards.*

The proposed development complies, to the maximum extent feasible, with the City's General Plan. The proposal is consistent with the densities prescribed in the General Plan and Redlands Municipal Code pertaining to Planned Residential Developments, as explained in the staff report.

In addition, the project will meet all applicable development standards in the R-E, Residential Estate District, RMC Chapter 18.144 for Planned Residential Developments, and other applicable provisions of the Redlands Municipal Code. The Open Space provided, in the form of a centrally located park and enhanced landscaped buffers located along the northern, southern and eastern boundaries of the site to be owned and maintained by the Homeowner's Association as well as a detention basin with enhanced landscaping located along the northwestern portion of the site, complies with the open space requirements of RMC Chapter 18.144.200(A) by providing 20.4% of the total acreage of the PRD as open space that can be easily accessed and enjoyed by residents of the PRD.

4. *That the proposed development is appropriate at the proposed location.*

The proposed subdivision is appropriate at the proposed location because the development provides a single-family residential development consistent with existing residential uses within the vicinity. The site is designated Very Low Density Residential by the General Plan and zoned R-E. These designations at the project site date back to the early 2000s; therefore the site has been envisioned to be developed with single family residential development since at least that time. The project site is located within a developed residential area and incorporates improvements which will be similar to the surrounding residential neighborhoods utilities and services in the area are adequate to serve the proposed development and adjacent roadways have capacity to provide adequate vehicular

access to the development.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 13th day of December, 2022.

Steven Frasher, Chair
Planning Commission

ATTEST:

Linda McCasland,
Planning Commission Secretary

I, Linda McCasland, Secretary to the Planning Commission, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 13th day of December, 2022.

AYES: 7
NOES: 0
ABSENT: 0
ABSTAINED: 0

Linda McCasland,
Planning Commission Secretary

EXHIBIT A
DEVELOPMENT SERVICES DEPARTMENT
CONDITIONS OF APPROVAL

1. This permit/approval is for Tentative Tract Map No. 20473 and Conditional Use Permit No. 1163 for a residential subdivision and Planned Residential Development for ninety-eight (98) single-family lots and twenty (20) lettered lots on approximately 37.9 acres located at the southwest corner of East San Bernardino Avenue and Wabash Avenue (APN: 0168-132-05-0000).

2. This permit/approval shall expire two (2) years from the date of project approval, unless construction has commenced pursuant to a building or engineering permit(s), or a time extension is granted in accordance with the Redlands Municipal Code pursuant to RMC Sections 17.07.110 and 17.07.120 (Subdivision Regulations) and RMC Section 18.192.090 (Conditional Use Permits).

3. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code.

4. All plans submitted to the City shall reflect the Planning Commission approval and any other changes required by the Commission and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, and all other illustrations, text, or plans submitted to the City in connection with this project.

5. No final inspection or Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

6. The applicant shall record the subdivision by a final tract map. No building permits other than building permits for model homes related to the development shall be issued until a final tract map has been recorded. Issuance of model home permits shall be subject to the City's standard Model Home Agreement and the associated required deposit.

7. The final map shall substantially conform to the tentative map as approved by the City Council.

8. Any conditions of approval determined by the City to not be completed prior to Final Map approval shall be included within the Subdivision Improvement Agreement entered into by the developer with the City.

9. The applicant for this subdivision, and its heirs, successors and assignees shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, agents and employees from and against any claim, action, or proceeding to attack, set aside, void, and annul the approval of this parcel map by the City provided such action is brought within the time period provided for in Section 66499.37 of the California Government Code. The City will promptly notify the applicant of any claim, action, or proceeding that may be brought against it.

10. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

11. The applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or 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 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 of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form satisfactory to the City and in the amount of Three Hundred Thousand Dollars ($300,000), to ensure applicant's performance of its defense and indemnity obligations under 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.

12. All plans submitted to the City shall reflect all Planning Commission approvals and any other changes required by the Commission and/or staff. This condition applies to site plans, landscape plans, elevations, grading, and all other illustrations, text, or plans submitted to the City in connection with the project.

13. All construction activities shall be limited to the hours between 7:00 a.m. to 6:00 p.m., and no construction activities permitted on Sundays and Federal Holidays.

14. Prior to the issuance of a building permit, a final landscape and irrigation plan shall be reviewed and approved by the City of Redlands. The final landscape and irrigation plan shall be consistent with the City of Redlands Municipal Code. Staff may require modifications or changes to the conceptual landscape plan to ensure compatibility municipal code requirements. In addition, the final landscape and irrigation plan shall reflect plantings and irrigation for the perimeter of Lot A – Detention Basin, as well in order to comply with Section 18.144 of the municipal code, Planned Residential Unit, open space requirements.

15. Prior to the issuance of a building permit for any walls over three feet (3'0") in height, or open fences over four feet (4'0") in height within the front yard setback(s), the developer shall obtain a Minor Exception Permit. Prior to the issuance of a building permit for any walls over six feet (6'0") in height, the developer shall obtain a Minor Exception Permit.

16. The proposed project is located to a San Bernardino County maintained road (Wabash Avenue – Road Number 862100). Any encroachments to Wabash Avenue, including but not limited to access for grading, installing single residential driveway approach, adding sidewalk to existing curb and gutter, installing commercial driveway approach, installing a traffic sign, mountain area parking deck structures and any type of above ground structure that encroaches onto County maintained roads or right-of way will require an encroachment permit from the San Bernardino Department of Public Works prior to the start of construction.

Airport Related Conditions:

17. The project site is in the vicinity of the Redlands Municipal Airport, within Airport Zone D (Other Airport Environs). The developer and/or seller of the residential subdivision shall comply with the signage and marketing disclosure requirements contained in the Redlands Municipal Code, Chapter 17.28 (Signage and Marketing Disclosure Requirements for New Residential Subdivision Development Located Within the Redlands Airport Influence Area).

18. All outdoor lighting installed (e.g., light poles, exterior structure lighting, area or landscape lighting, etc.) shall be hooded or shielded to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing, and improved surfaces on-site shall not be highly reflective or otherwise reflect excessive light into the sky. This requirement pertains to all outdoor lighting including, but not limited to, the following: parking lot lighting, roadway or drive aisle light poles, pedestrian path or wayfinding lighting, fixtures on buildings or other structures, identification signs on the exterior of the building and/or property, and all other methods of outdoor lighting.

19. The following uses shall be prohibited:

    a. Any use which would direct a steady light or flashing light of red, white, green, blue, yellow, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

    b. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach toward landing at an airport.

    c. Any use which would generate electrical interference that may be detrimental to

the operation of aircraft and/or aircraft instrumentation.

d. Highly noise-sensitive outdoor nonresidential uses.

e. Any use which results in a hazard to flight, including physical (e.g., tall objects), visual, and electronic forms of interference with the safety of aircraft operations.

20. The following type of Notice and/or Easement shall be provided to all prospective purchasers and occupants of the subject property and shall be recorded on each title(s) of the subject property or properties including subdivisions:

    a. Deed Notice required for residential developments.

21. As the project is a residential use, prior to final map recordation, the project will be required to dedicate and overflight easement in an effort to ensure a buyer's awareness that an airport is in the vicinity of the project.

22. The project has been conditioned to utilize above-ground water detention systems, which shall not contain permanent surface water or attract wildlife. Proposed stormwater basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the basins that would provide food or cover for birds would be incompatible with airport operations, and shall not be utilized in project landscaping. Trees shall be spaced so to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the basin(s) shall not include trees or shrubs that produce seeds, fruit, or berries.

23. Proposed landscape plans shall be reviewed for airport compatibility (i.e., not provide attractants to birds or wildlife) prior to permit issuance. Staff may require modifications or changes to the conceptual landscape plan to ensure compatibility with airport and flight operations.

24. A notice sign shall be permanently affixed to the stormwater basin(s) with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes with aircraft." The sign shall also include the name, telephone number, or other contact information of the person or entity responsible to monitor and maintain the stormwater basin (i.e., to prevent or reduce overgrowth).

25. The applicant shall notify the Federal Aviation Administration (FAA) Obstruction Evaluation Division for review and approval of future houses, if required by the FAA, prior to building permit issuance for above ground structures. Evidence of notification and FAA's decision shall be provided to the Development Services Department prior to permit issuance.

CEQA Mitigation Measures:

26. BIO-1: Nesting Bird and Raptor Avoidance - Trimming, grubbing, and clearing of vegetation shall be avoided during the general avian breeding season (January 15 to July 15 for raptors; February 15 to August 31 for other avian species) to the extent feasible. If trimming, grubbing, or clearing of vegetation is proposed to occur during the general avian breeding season, a pre-construction survey shall be conducted by a qualified biologist no more than seven days prior to vegetation clearing to determine if active bird nests are present in the affected areas. If there are no nesting birds (includes nest building or other breeding/nesting behavior) within this area, trimming, grubbing, and clearing of vegetation shall be allowed to proceed. If active bird nests are confirmed to be present during the preconstruction survey, a buffer zone will be established by the biologist. Construction activities shall avoid any active nests until a qualified biologist has verified that the young have fledged, or the nest has otherwise become inactive.

27. BIO-2: Burrowing Owl Pre-Construction Take Avoidance Survey - Prior to construction, the project proponent shall retain a qualified biologist to conduct required pre-construction take avoidance surveys for the burrowing owl in accordance with the protocol described in the California Department of Fish and Wildlife (CDFW) Staff Report on Burrowing Owl Mitigation (CDFW 2012). The initial take avoidance survey shall occur no less than 14 days prior to initiating ground disturbing activities, with a final survey conducted within 24 hours prior to initiating ground disturbing activities. If, after the initial take avoidance survey, no suitable burrowing owl habitat, including burrows, is present, then the second survey 24 hours prior to ground disturbance shall not be required. If no active burrowing owl burrows (nesting sites) are identified within the potential impact area of the project during the take avoidance surveys, then no additional action shall be required. If active burrowing owl burrows are identified within the potential impact area, then no impacts shall occur to active burrowing owl nests or individuals and the following additional avoidance actions shall be required:

    The project shall avoid disturbing active burrowing owl burrows (nesting sites) and burrowing owl individuals. Buffers shall be established around occupied burrows in accordance with guidance provided in the CDFW Staff Report on Burrowing Owl Mitigation (CDFW 2012) based on the proposed level of disturbance. For low disturbance projects, initial setback distances for avoidance of active burrows shall be 200 meters from April 1 to October 15 and 50 meters from October 16 to March 31. Exceptions can be made to the avoidance distance for areas with natural (hills, trees) or artificial (buildings, walls) barriers in place. The final avoidance buffer shall be at the discretion of the biologist. If, after consideration of a reduced buffer, an adequate avoidance buffer cannot be provided between an occupied burrow and required ground disturbing activities, then passive relocation activities during the non-breeding season (September 1 through January 31) may be authorized in consultation with CDFW, which would include preparation, approval, and implementation of a Burrowing Owl Exclusion Plan in accordance with protocol described in the CDFW Staff Report on Burrowing Owl Mitigation.

28. CR-1: The archaeological monitor shall be present full-time during all soil-disturbing and

grading/excavation/trenching activities that could result in impacts to archaeological resources. The principal investigator (PI) may submit a detailed letter to the lead agency during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating previous grading/trenching activities, presence of fossil formations, or native soils is encountered that may reduce or increase the potential for resources to be present.

29. CR-2: In the event of an archaeological discovery, either historic or prehistoric, the archaeological monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to, digging, trenching, excavating, or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources, and immediately notify the Native American monitor and client, as appropriate. The monitor shall immediately notify the PI (unless monitor is the PI) of the discovery.

30. CR-3: The PI shall evaluate the significance of the resource and shall immediately notify the City to discuss significance determination and shall also submit a letter indicating whether additional mitigation is required. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) that has also been reviewed by the Native American consultant/monitor, and obtain written approval from the City to implement that program. Impacts to significant resources must be mitigated before ground disturbing activities in the area of discovery will be allowed to resume. If the resource is not significant, the PI shall submit a letter to the City indicating that artifacts will be collected, curated, and documented in the final monitoring report. The letter shall also indicate that no further work is required.

31. CR-4: The PI shall submit to the City a draft monitoring report (even if negative) prepared in accordance with the agency guidelines, which describes the results, analysis, and conclusions of all phases of the archaeological monitoring program (with appropriate graphics). For significant archaeological resources encountered during monitoring, the ADRP shall be included in the draft monitoring report. Recording sites with the State of California Department of Parks and Recreation (DPR) shall be the responsibility of the PI, including recording (on the appropriate forms-DPR 523 A/B) any significant or potentially significant resources encountered during the archaeological monitoring program. The PI shall submit a revised draft monitoring report to the City for approval, including any changes or clarifications requested by the City.

32. CR-5: The PI shall be responsible for ensuring that all cultural remains collected are cleaned and cataloged. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

33. CR-6: If human remains are discovered, work shall halt in that area until a determination can be made regarding the provenance of the human remains, and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources

Code (Sec. 5097.98), and the State Health and Safety Code (Sec. 7050.5) shall be undertaken. All work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the medical examiner in consultation with the PI concerning the provenance of the remains. The medical examiner will determine, with input from the PI, if the remains are or are most likely to be of Native American origin. If human remains ARE determined to be Native American, the medical examiner will notify the NAHC within 24 hours. If human remains are not Native American, the medical examiner will determine the appropriate course of action with the PI and city staff (Public Resources Code 5097.98).

34. GEO-1: If paleontological resources (fossils) are discovered, earth disturbance activities should stop, and the fossil location shall be protected and cordoned off at a distance of 50 feet in all directions. A qualified paleontologist should be notified immediately to determine the significance of the discovery. After examination of the fossil(s), and if the paleontologist determines the fossil(s) to be significant, monitoring for paleontological resources is warranted. Monitoring of mass grading and excavation activities in areas identified as likely to contain paleontological resources shall be performed by the paleontological monitor. Monitoring will be conducted in areas of grading or excavation in undisturbed sediments. The duration of monitoring shall be determined by the qualified project paleontologist. Paleontological monitors will be equipped to salvage fossils as they are unearthed to avoid construction delays. The monitor will be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or, if present, are determined upon exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. The monitor shall notify the project paleontologist, who will then notify the concerned parties of the discovery.

35. TCR-1: The Consulting Tribe(s) shall be contacted of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with the Consulting Tribe(s), and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents the Consulting Tribe(s) for the remainder of the project, should the Consulting Tribe(s) elect to place a monitor on-site.

36. TCR-2: Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to the Consulting Tribe(s). The Lead Agency and/or applicant shall, in good faith, consult with the Consulting Tribe(s) throughout the life of the project.

Facilities & Community Services Department:

37. A recycling plan shall be required if demolition and construction activity is occurring, pursuant to RMC Section 13.66.020. Prior to issuance of any demolition or building permits, Developer shall prepare and provide a recycling plan for review by the Facilities & Community Services Department.

Other City Departments/Divisions:

38. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

    a. Land Use Engineering Division (Exhibit B)

Brian Desatnik
Development Services Director

EXHIBIT B
LAND USE ENGINEERING DIVISION
CONDITIONS OF APPROVAL

[Attached]

DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
TENTATIVE TRACT NO. 20473 AND CONDITIONAL USE PERMIT NO. 1163

Date of P.C. Meeting:	**October 11, 2022**
Applicant:	**Pulte Group**
Location:	**Southwest Corner of San Bernardino Avenue and Wabash Avenue**
Project Description:	**Subdivide 37.9 Acres and Construct Planned Residential Development with 98 Single Family Homes and 20 Lettered Lots**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the General Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal.

2. Plans required to be submitted include:
   a. Precise Grading Plan. Grading plans shall be coordinated with the existing and proposed off-site improvements. (RMC 15.04)
   b. SWPPP/Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. A copy of the project's Storm Water Pollution Prevention Plan (SWPPP) shall be submitted for review. SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in effect for the entire duration of project construction to its completion and acceptance by the City. (RMC 13.54)
   c. Water Quality Management Plan. Submit final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6)

copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 17.07.030)
   b. Geotechnical Report; (RMC 17.07.040)
   c. Easement Documents. (RMC 17.09.050)

5. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

6. Cash cleanup deposit shall be submitted ($3,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

7. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

   NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

8. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107. (RMC 13.54)

9. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

B. The following items are required prior to RECORDATION OF TRACT MAP.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal. (City Resolution No. 7671)

2. Plans required to be submitted shall include (RMC 17.17.060):
   a. Tract Map;
   b. Street Improvement;
   c. Storm Drain Construction;
   d. Pavement Striping and Signage Plans (including reflectorized pavement markers);
   e. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List;
   f. Streetlight Installation – Provide street lighting plan which show approved locations of service pedestal(s), conduits, street lights, appurtenances, and any necessary detail by Southern California Edison Company;
   g. Potable Water Main Installation; and
   h. Sewer Main Installation.

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include (RMC 17.09.060):
   a. Title Reports and backup documents for the property;
   b. All record maps and deeds referenced on the Tract/Parcel Map;
   c. Easement Documents;
   d. Boundary and Lot Closure Calculations; and
   e. Record plans, maps and documents.

5. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items may include:
   a. Encroachment Permits from County and other agencies.

6. Pay the required development impact fees per ordinance in effect at time of approval of Final Tract Map. The exact amount will be determined based upon the review of the final building plans and project information. Development Impact Fees shall include;
   - Water Source Acquisition Charge (RMC 13.40);
   - Water/Sewer Frontage Charges; (RMC 13.44 and 13.12) and
   - Remaining Development Impact Fees will be due at time of building permit issuance or water meter installation (RMC 13.48.030 and Redlands Ordinance No. 2830).

7. All off-site improvements shall be designed by a Civil Engineer licensed in the State of California. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking (RMC 17.17.060).

8. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and field data. The City of Redlands and the design Engineer assume no liability as to the exact location of said lines where locations are not shown.

9. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

10. Requirements for San Bernardino Avenue (RMC 17.15 and 17.17):

    a. Dedicate to provide for a 50 foot half street right-of-way width including radii at Streets "A" and "B" to accommodate a 30 foot radius curb return and pedestrian ramp;
    b. Construct standard curb and gutter 36 feet south side of street centerline;
    c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
    d. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
    e. Install LED ornamental streetlight(s) [LEOTEK (GCJ2-20H-MV-WW-2-GY-1A-WL-PCR7-CR) or approved equal], with the equivalent illumination of a 150 watt sodium vapor street light. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;

f. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
g. Construct underwalk drain, if necessary;
h. Use traffic index of 9.0;
i. Install a minimum 12 inch diameter potable water main from Granite Street to Wabash Avenue including necessary valves and appurtenances;
j. Install residential fire hydrants as required by the Redlands Fire Department; and
k. Install a sewer main with manholes and appurtenances per an engineering study performed by the developer's engineer from Granite Street across the project frontage to the centerline of Wabash Avenue as approved by the City Engineer.

11. Requirements for Wabash Avenue (RMC 17.15 and 17.17):

a. Dedicate to provide for a 44 foot half street right-of-way width including a radius at San Bernardino Avenue to accommodate a 35 foot radius curb return and pedestrian ramp;
b. Construct standard curb and gutter 32 feet west side of street centerline;
c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
d. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
e. Construct full width cross gutter at San Bernardino Avenue as accepted by the City Engineer.
f. Install LED ornamental streetlight(s) [LEOTEK (GCJ2-20H-MV-WW-2-GY-1A-WL-PCR7-CR) or approved equal], with the equivalent illumination of a 150 watt sodium vapor street light. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
g. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval.
h. Construct underwalk drain, if necessary;
i. Use traffic index of 9.0;
j. Install a minimum 12 inch diameter potable water main including necessary valves and appurtenances across the project frontage; and
k. Install residential fire hydrants as required by the Redlands Fire Department.

12. Requirements for Capri Avenue (RMC 17.15 and 17.17):

a. Dedicate to accommodate a 25 foot radius curb return and pedestrian ramp at Wabash Avenue;

b. Construct standard curb and gutter 18 feet north side of street centerline;
c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
d. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
e. Install LED ornamental streetlight(s) [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor street light. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
f. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
g. Construct underwalk drain, if necessary;
h. Use traffic index of 5.0; and
i. Install residential fire hydrants as required by the Redlands Fire Department.

13. Requirements for Interior Streets (RMC 17.15 and 17.17):

a. Dedicate to provide for a 60 foot street right-of-way width;
b. Dedicate to provide for standard off-set cul-de-sacs and right angle turn;
c. Construct standard curb and gutter 18 feet both sides of street centerline;
d. Construct standard off-set cul-de-sacs and right angle turn;
e. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
f. Construct standard property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;
g. Install LED ornamental streetlight(s) [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor street light. Streetlight spacing shall be determined by the City of Redlands design specifications. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;
h. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval.
i. Construct underwalk drain, if necessary;
j. Use traffic index of 5.0;
k. Install a minimum 8 inch diameter potable water main including necessary valves and appurtenances. The water mains on Streets "I" and "H" shall

be extended and connected to the proposed water main in Wabash Avenue. A minimum of 15' wide easements shall be provided to the City.

l. Install residential fire hydrants as required by the Redlands Fire Department; and

m. Install a minimum 8 inch diameter sewer main with manholes and appurtenances.

14. Provide adequate drainage facilities, including but not limited to, installation of an adequately sized reinforced concrete storm drain from the detention basin in Lot "A" to existing stormdrain system to the west of the project boundary in San Bernardino Avenue. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual to adequately size the storm drain facility (RMC 17.17).

15. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project which address cross lot drainage, Water Quality Management Plan requirements, sewer usage, water service, and solid waste disposal, which are shared by the property owners. The CC&Rs shall contain the following:

a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend, terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

16. The CC&Rs shall be subject to a joint review by the all affected City Department Directors and the City Attorney's Office. The applicant shall be required to pay for the review of the CC&Rs by the affected Department Directors and the City Attorney's Office at such persons' hourly billing rates.

17. The CC&Rs shall be submitted to the City at least thirty (30) days prior to the submission of any request for approval of the final map. The CC&Rs shall

subsequently be recorded, in the form approved by the City, prior to or at the same time as the final map.

18. As a condition of and prior to the final tract map approval, the applicant shall (1) petition the City for annexation of the property comprising Tentative Tract Map No. 20473 to the City's Community Facilities District No. 2004-1, or a similar City community facilities district, as designed by the City; (2) take actions reasonable or necessary to annex such property to community facilities district; and (3) pay the reasonable and actual costs incurred by the City in annexing the property to the community facilities district; all for the purpose of maintenance of street trees within the public right-of-ways. (California Community Facilities Act)

19. All irrigation lines that exist within any street right-of-way shall be replaced with ductile iron, cement mortar lined and coated steel, or as approved by City Engineer. (RMC 17.17.020)

20. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those power lines that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a street light will be required to install a standard street light, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer. (RMC 17.17.020)

21. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

22. Applicant shall comply with all appropriate Redlands Municipal Airport Land Use Compatibility Plan requirements.

23. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 17.17.080):

Performance	100% security (due prior to final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

24. Survey and Monumentation cash bond must be posted.

25. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

26. Execute Subdivision Improvement Agreement (RMC 17.17.070).

C. The following items are required prior to issuance of the BUILDING PERMIT

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal.

2. Provide pad certification and compaction report to the Building and Safety Department.

3. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Library Facilities; (RMC 3.60)
   - Open Space/Park; (RMC 3.32)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)
   - Water Capital Improvement Charge; (RMC 3.48)
   - Recycled Water Capital Improvement Charge; (RMC 3.53)
   - Water Source Acquisition Charge *; (RMC 13.40)
   - Sewer Capital Improvement Charge; (RMC 3.44)
   - Solid Waste Capital Improvement Charge; (RMC 3.70) and
   - Water/Sewer Water Frontage Charges *, (RMC 13.12 and 13.44)

   * These charges are required for building permit issuance if Final Tract Map was not required for the project or charges were not paid with the Final Tract Map approval.

4. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

5. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

6. Applicant shall comply with all appropriate Redlands Municipal Airport Land Use Compatibility Plan requirements.

7. Tract map shall be recorded and proof of recordation provided.

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Pay the Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Water Frontage Charges, (RMC 13.12)

4. Pay the Water Meter Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($3,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

4. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

5. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

7. A traffic control plan shall be prepared in accordance with the latest revision of CA MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours

for any work within the public right-of-way. The plans shall provide names and 24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

8. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows:

Performance	100% security (due prior to final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

9. Execute Subdivision Improvement Agreement. (RMC 17.17.070).

10. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

11. Applicant shall obtain any concurrent permitting required by County of San Bernardino for work within areas east of City limit boundary.

F. The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

3. The Engineer of Record shall file a Final Certification for all grading and improvements relating to the project development.

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

5. A list of as-built infrastructure improvement quantities shall be provided in the Excel format provided by the City showing quantities for each street segment (i.e. pavement, curb and gutter, sidewalk, etc.)

6. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

7. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

8. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

9. Contractors will be required to pave new streets in two (2) phases with last phase being delayed until 95 percent of construction has been completed, or on approval of the City Engineer.

10. Owner/Developer shall provide recycling receipts as required by the recycling plan.

G. The following items are required prior to release of SECURITIES/WARRANTIES/DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. Tie sheets shall be submitted for all monuments found and/or set in the public right-of-way.

3. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

Initial

FILE: TTM 20473 and CUP 1163

City Council Meeting **I. 8.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8651 initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of the Engineer's Reports for Street Lighting District No. 1 and Landscape Maintenance District No.1, rescind Resolution No. 8542, and determine that adoption of the resolution is exempt from environmental review pursuant to the general rule of the California Environment Quality Act (CEQA) guidelines (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 that the City Council determine that the adoption of Resolution No. 8651 is exempt from environmental review pursuant to the general rule of the California Environment Quality Act (CEQA) guidelines, and

2. Adopt Resolution No. 8651 and rescind Resolution No. 8542.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8651 initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of Engineer's Reports for Street Lighting District No. 1 and Landscape Maintenance District No.1 and determine adoption of Resolution No. 8651 is exempt from environmental review pursuant to the general rule of the California Environment Quality Act (CEQA) guidelines.

DISCUSSION:

On July 7, 1987, City Council ordered the formation of Landscape Maintenance District No. 1 (LM District), which was established to ensure satisfactory levels of maintenance are provided. LM District assessments provide funding for labor, material, and equipment associated with landscape services provided by the City within the LM District. These services include turf and ground cover maintenance, irrigation, tree and bush trimming, and LM District management.

On September 19, 1989, City Council ordered the formation of Street Lighting District No. 1 (SL District), which was established to generate funding for electricity to power streetlights, labor, material, and equipment costs to replace burnt out or damaged streetlight bulbs, damaged streetlight poles, and provide SL District management.

Proposition 218 (Prop 218) requires a public notice and protest hearing process prior to increasing assessments. No such process is required if assessments are not increased. At this time, staff is not proposing to increase assessments in the LM District or SL District.

Staff recommends City Council initiate proceedings to continue levying assessments at the existing rates, and appoint Donald Young, One Stop Permit Center Manager, as the Assessment Engineer for both districts. Mr. Young will prepare the Engineer's Reports required to levy annual assessments in accordance with the California Streets and Highways Code. Approval of the Engineer's Reports is necessary prior to requesting the San Bernardino County Assessor's Office to levy the FY 25/26 assessments within the districts.

Adoption of Resolution No. 8651 is exempt from environmental review pursuant to the general rule of the California Environment Quality Act (CEQA) guidelines.

ALTERNATIVES:

City Council may deny the staff recommendation. However, these assessments can not be levied without adoption of the Resolution.

STRATEGIC PLAN:

N/A

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:
Donald P. Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: 25/26
Revenue Generating: Yes
Appropriation Required Y/N: No
Discussion:

The proposed FY 25/26 the Street Lighting District No. 1 and Landscape Maintenance District No. 1 assessments will generate revenues to supplement necessary General Fund costs within the Facilities and Community Services Department budget to provide services within the districts.

Attachments

Attachment A - Resolution No. 8651
Attachment B - Resolution No. 8542 (rescinded)

RESOLUTION NO. 8651

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INSTITUTING PROCEEDINGS FOR THE CONTINUED LEVY OF ASSESSMENTS, APPOINTING AN ASSESSMENT ENGINEER, ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN THE MATTER OF STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND RESCINDING RESOLUTION NO. 8542

WHEREAS, the City Council of the City of Redlands (this "City Council") has determined that the public interest, convenience and necessity requires the installation, operation and maintenance of a street lighting system and other facilities as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, it has been determined by the City Council of the City of Redlands (this "City Council"), that the public interest, convenience and necessity requires the maintenance of landscaping as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, this City Council has formed Redlands' Street Lighting District No. 1 to pay the costs associated with the installation, operation and maintenance of such street lighting system and other facilities; and

WHEREAS, this City Council has formed Redlands' Landscape Maintenance District No. 1 to pay the costs for the maintenance such landscaping; and

WHEREAS, it is the desire of this City Council to initiate proceedings and order the preparation of an engineer's report to levy assessments for fiscal year 2025-2026 upon properties located within Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, this City Council further desires to appoint Donald Young, RCE No. 49918, One Stop Permit Center Manager, as the "Assessment Engineer" for Street Lighting District No. 1 and Landscape Maintenance District No. 1;

NOW, THEREFORE, the City Council of the City of Redlands does hereby find, determine and resolve as follows:

Section 1. That the public interest, convenience and necessity requires the continued levy of assessments within Street Lighting District No. 1 for the purpose of installing, operating and maintaining street lights and associated facilities as authorized by Section 22620 of the California Streets and Highways Code and in compliance with Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 2. That the public interest, convenience and necessity requires the continued levy of assessments within Landscape Maintenance District No. 1 for the purpose of maintaining landscaping and improvements as authorized by Section 22620 of the California Streets and

Highways Code and in compliance with the requirements of Article XIIID and Section 19 of Article XVI of the California Constitution.

Section 3. That the properties to be assessed for the installation, operation and maintenance of the street lighting facilities shall be those properties located within the boundaries of Street Lighting District No. 1.

Section 4. That the properties to be assessed for the maintenance and operation of the landscaping and improvements shall be those properties located within the boundaries of Landscape Maintenance District No. 1.

Section 5. That the proceedings for the continued levy of assessments within Street Lighting District No. 1 and Landscape Maintenance District No. 1 shall be conducted in accordance the with provisions of Division 15 of the California Streets and Highways Code (the Landscaping and Lighting Act of 1972) and in compliance with the requirements of Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 6. That Donald Young, RCE No. 49918, One Stop Permit Center Manager, having an office located at 35 Cajon Street, Suite 15A, Redlands, California, is hereby appointed "Assessment Engineer" and shall have the authority conferred upon the Assessment Engineer by the Landscaping and Lighting Act of 1972.

Section 7. That the Assessment Engineer is hereby ordered to prepare a report in accordance with the Landscaping and Lighting Act of 1972.

Section 8. Resolution No. 8542 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 6th day of May, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 6th day of May, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INSTITUTING PROCEEDINGS FOR THE CONTINUED LEVY OF ASSESSMENTS, APPOINTING AN ASSESSMENT ENGINEER, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN THE MATTER OF STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (this "City Council") has determined that the public interest, convenience, and necessity requires the installation, operation and maintenance of a street lighting system and other facilities as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, it has been determined by the City Council of the City of Redlands (this "City Council"), that the public interest, convenience, and necessity requires the maintenance of landscaping as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, this City Council has formed Redlands' Street Lighting District No. 1 to pay the costs associated with the installation, operation, and maintenance of such street lighting system and other facilities; and

WHEREAS, this City Council has formed Redlands' Landscape Maintenance District No. 1 to pay the costs for the maintenance such landscaping; and

WHEREAS, it is the desire of this City Council to initiate proceedings and order the preparation of an engineer's report to levy assessments for fiscal year 2024-2025 upon properties located within Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, this City Council further desires to appoint Donald Young, RCE No. 49918, One Stop Permit Center Manager, as the "Assessment Engineer" for Street Lighting District No. 1 and Landscape Maintenance District No. 1;

NOW, THEREFORE, the City Council of the City of Redlands does hereby find, determine and resolve as follows:

Section 1. That the public interest, convenience and necessity requires the continued levy of assessments within Street Lighting District No. 1 for the purpose of installing, operating and maintaining street lights and associated facilities as authorized by Section 22620 of the California Streets and Highways Code and in compliance with Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 2. That the public interest, convenience and necessity requires the continued levy of assessments within Landscape Maintenance District No. 1 for the purpose of maintaining landscaping and improvements as authorized by Section 22620 of the California Streets and

Highways Code and in compliance with the requirements of Article XIIID and Section 19 of Article XVI of the California Constitution.

Section 3. That the properties to be assessed for the installation, operation, and maintenance of the street lighting facilities shall be those properties located within the boundaries of Street Lighting District No. 1.

Section 4. That the properties to be assessed for the maintenance and operation of the landscaping and improvements shall be those properties located within the boundaries of Landscape Maintenance District No. 1.

Section 5. That the proceedings for the continued levy of assessments within Street Lighting District No. 1 and Landscape Maintenance District No. 1 shall be conducted in accordance the with provisions of Division 15 of the California Streets and Highways Code (the Landscaping and Lighting Act of 1972) and in compliance with the requirements of Article XIIID, and Section 19 of Article XVI, of the California Constitution.

Section 6. That Donald Young, RCE No. 49918, One Stop Permit Center Manager, having an office located at 35 Cajon Street, Suite 15A, Redlands, California, is hereby appointed "Assessment Engineer" and shall have the authority conferred upon the Assessment Engineer by the Landscaping and Lighting Act of 1972.

Section 7. That the Assessment Engineer is hereby ordered to prepare a report in accordance with the Landscaping and Lighting Act of 1972.

Section 8. Resolution No. 8434 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 7th day of May, 2024.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 7th day of May, 2024 by the following vote:

AYES:	Councilmembers Davis, Guzman-Lowery, Saucedo; Mayor Tejeda
NOES:	None
ABSENT:	Councilmember Barich
ABSTAINED:	None

Jeanne Donaldson, City Clerk

City Council Meeting **I. 9.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for in-kind support in the amount of $58,001.34 related to the Redlands Fourth of July Celebration event on July 4, 2025, at Sylvan Park and Moore Middle School, authorize street closures as necessary for the event; authorize the sale and consumption of alcoholic beverages; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the CEQA guidelines (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 Fourth of July Celebration event to be held on Friday, July 4, 2025, are exempt from environmental review pursuant to Section15311(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 $58,001.34 for the Fourth of July Celebration to be held on Friday, July 4, 2025;
3. I move to authorize and approve the temporary street closures as detailed in the staff report for the Fourth of July Celebration to be held on Friday, July 4, 2025;
4. I move to authorize and approve the sale and consumption of alcoholic beverages at the Fourth of July Celebration on Friday, July 4, 2025.

RECOMMENDATION:

Staff recommends that the City Council determine that the items associated with the Fourth of July Celebration event, scheduled for Friday, July 4, 2025, are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council authorize and approve the expenditure of $58,001.34 for the event, including city resources and in-kind support, as well as approve the temporary street closures as outlined in the staff report. Additionally, staff recommends that the City Council authorize and approve the sale and consumption of alcoholic beverages at the 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.

Redlands 4th of July Committee, Inc., is a registered non-profit organization operating out of the City of Redlands. It has held its Fourth of July celebration in the City annually since 1968. According to the submitted application, all funds generated to pay for the expenses associated with facilitating the Fourth of July fireworks show, park, and parade activities within the City of Redlands. The event also provides an economic benefit by drawing visitors to the City who spend money on various food and services.

The request includes the reservation of Sylvan Park for Friday, July 4, 2025, from 7:00 a.m. to 3:00 p.m., the temporary closure of surrounding streets, including portions of E. Colton Ave., Chapel St., Stillman Ave., E. High Ave., Division St., Park Ave., and University St. between the hours of 7:00 a.m. to 12:30 p.m. This request also includes the temporary closure of streets for the fireworks display show to be held at Moore Middle School, for Highland Avenue, Dearborn Street, Redlands Street, 5th Avenue and Marion Rd, between 1:00 p.m. to 11:00 p.m. Redlands Fourth of July Committee is requesting permission to serve alcohol at the event. The beer garden will be located on 5th Avenue, adjacent to the Moore Middle School field area, and will be held between 4:00 p.m. and 10:00 p.m. City Council approval is necessary to authorize the consumption of alcohol. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559; therefore, the

approval of this request is outside of staff's purview. The Redlands 4th of July Committee is requesting in kind support in the amount of $58,001.34.

The City previously approved in-kind support in the amount of $48,240.00 for the 56th Fourth of July Celebration event. Redlands Fourth of July Committee, Inc. has successfully hosted these events, gathering thousands of people throughout the Downtown area of Redlands, which greatly benefits local businesses. The application states that it will allow local service clubs and organizations to raise funds for charity and bring revenue to local businesses. Furthermore, on December 17, 2024, the City Council approved a contribution of $30,000 for this year's event and determined that the financial support services are a public benefit. The $30,000 contribution was requested to secure the fireworks display show. These are funds disbursed only after the event occurs.

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 accessory structure next to existing commercial, industrial, or institutional facilities, including the 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 choose to deny the expenditure request for city resources and in-kind support, deny the request for temporary street closures, or deny the request for the sale and consumption of alcoholic beverages at the event 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

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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:	$58,001.34
Budgeted Y/N:	N

Discussion:

Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Support Request
Street Closure Maps
Verification of Non-Profit
ABC
Street Closure Permit 1
Street Closure Permit 2
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: Redlands Fourth of July Committee, Inc

Event Date(s): July 4th 2025 **Location(s):** Sylvan Park and Moore MS - 5th Street

Rain Out Date: none **Beginning Time:** 7:am **End Time:** 10:pm

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.

Police and Traffic support as recommended for crowd and parking control at Sylvan Park and Moore MS-5th Street
Parks - Facility as recommended for use of Sylvan Park

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — As Recomended - Barricades
- [x] Police (*Public Safety Personnel*) — As recommended for Sylvan Park and Fireworks Celebration
- [x] Fire (*Paramedics, Inspectors*) — Fire Marshal - Fireworks Contractor
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — Sylvan Park
- [ ] Facility

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 — Port-a-Potties, Show mobile, Event Boxes, street closures

Group/Organization Name: Redlands Fourth of July Committee, 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? since 1956 if required

Primary Contact Name & Title: Tim Murone

Mailing Address: PO 7237

Phone Number: 909-327-7446 **E-Mail Address:** timtbm@email.com

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

Sylvan Park and Fireworks Show are packed with people we feel represents our success

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

Redlands is known throughout the Inland Empire for hosting Sylvan Park activities and Fireworks Show bringing people to our community

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	75%	75%	
Attendance: Non-Residents	25%	25%	
Food & Beverage Sales	0	0	
Merchandise Sales	10,000.	10,976.	
Ticket/Entrance Fees	59,000.	59,155.	
Other	60,000.	62,600.	
Total Revenue	129,000.	132,731	

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

Signature: [signature] **Title:** Event Chairman

Please Print Your Name: Tim Murone **Date:** February 27th 2025

To Be Completed by the City of Redlands

Date Received: 03/04/25 **Received By:** Jackson + Ramirez

Notes:

City Manager Approval:

City Council Approval:


-BARR
-BARR
-BARR
-BARR
-BARR
MERIDIAN
MERIDIAN
-BARR
-BARR
E Highland Ave
E Highland Ave
E Highland
5th Ave
5th Ave
5th Ave
5th Ave
Ford St
Ford St
Ford St
Fernwood Dr
Rinewood Ct
Kenwood Dr
Lori Ct
Gary Ln
Klamath St
Redlands St
S Dearborn St
S Dearborn St
Donna Dr
Silvertree Ln
Silvertree Ln
Silvertree Ln
Farview Ln
Farview Ln
Farview Ln
Rolling Hills Rd
Pleasantview Dr
Pleasantview Dr
Wilbar Cir


Redlands Christian Center
University United Methodist Church
E Colton Ave
Alpha Xi Omicron
Larsen Hall
Franklin Elementary School
Stillman Ave
Hamilton Home Senior Living
Duke Hall
Hentschke Hall
Redlands park
Sylvan Blvd
E High Ave
Sylvan Park
Rose Garden Apartments
Redlands Skatepark
Glenn Wallichs
Church St
Redlands Fwy
10
Metrolink Station

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
04/19/2022
Employer ID number:

Person to contact:
Name: Julie Chen
ID number: 31261
Telephone: 877-829-5500
Accounting period ending:
October 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
December 23, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053761008911

REDLANDS 4TH OF JULY COMMITTEE INC
A NONPROFIT CORPORATION
278 TENNESSEE STREET SUITE 12
REDLANDS, CA 92373

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is the postmark date of your application.
Your exemption under IRC Section 501(c)(3) is effective as of the date listed at the top of this letter.
You were exempt under Section 501(c)(4) prior to this date.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

State of California — Department of Alcoholic Beverage Control

DAILY LICENSE APPLICATION

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Redlands Fourth of July Committee, Inc	
Organization Mailing Address: PO Box 7237 Redlands, CA 92375	

LICENSE TYPE

☑ **Special Daily Beer and Wine**
- ☐ Amateur Sports Organization
- ☐ Charitable
- ☐ Civic
- ☐ Cultural
- ☐ Fraternal
- ☐ Political
- ☐ Religious
- ☐ Social
- ☑ Other: commuity celebration

☐ **Daily General**
- ☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
- ☐ Organization Formed for Specific Charitable or Civic Purpose
- ☐ Fraternal Organization in Existence over Five Years with Regular Membership
- ☐ Religious Organization
- ☐ Vessel per Section 24045.10 B&P ($50.00)

☐ **Special Temporary License**
- ☐ Television Station per Section 24045.2 or 24045.9 B&P
- ☐ Non-profit Corporation per Section 24045.4 and 24045.6 B&P
- ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P
- ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P
- ☐ Other Special Temporary License Per Section:

License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event (*Mark Yes, if the event is 100% virtual*)
July 4th 2025	1	4:pm To 10:pm	☐ Yes ☑ No

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
	5th Avewnue between Dearborn and Mari	☑ Yes ☐ No

Event Type
☐Barbeque ☐Dinner ☐Sporting Event
☐Birthday ☐Festival ☐Social Gathering
☐Concert ☐Lunch ☐Wedding
☐Carnival ☐Mixer ☑Other:
☐Dance ☐Picnic

Type of Entertainment: 4th July Celebration

Event Open to Public: ☑ Yes ☐ No

Estimated Attendance	Security Guard — If Yes, how many	Outdoor Event
8000	☐Yes ☐No Redlands Police	☐ Yes* ☐ No **If Yes, a diagram of the event area is required*

REQUIRED

☑ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person	Phone Number	Email Address
Tim Murone	909-327-7446	timtbm@email.com

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name	Phone Number	Signature	Date Signed
Tim Murone	909-327-7446		
Property Owner Approval By (Name) Required: Tabitha Crocker	Phone Number: 909.798 7655	Signature: Tabitha Crocker	Date Signed: 1/29/25
Law Enforcement Approval By (Name), If applicable: Ryan Stemmons	Phone Number: 909-647-8165	Signature	Date Signed: 01/04/25
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
Redlands Fourthof July Committee, Inc. Tim Murone	
3. PREMISES ADDRESS (Street number and name, city, zip code)	4. NEAREST CROSS STREET
5th Street between Dearborn and Marion Road	Dearborn & Marion Rd

DIAGRAM

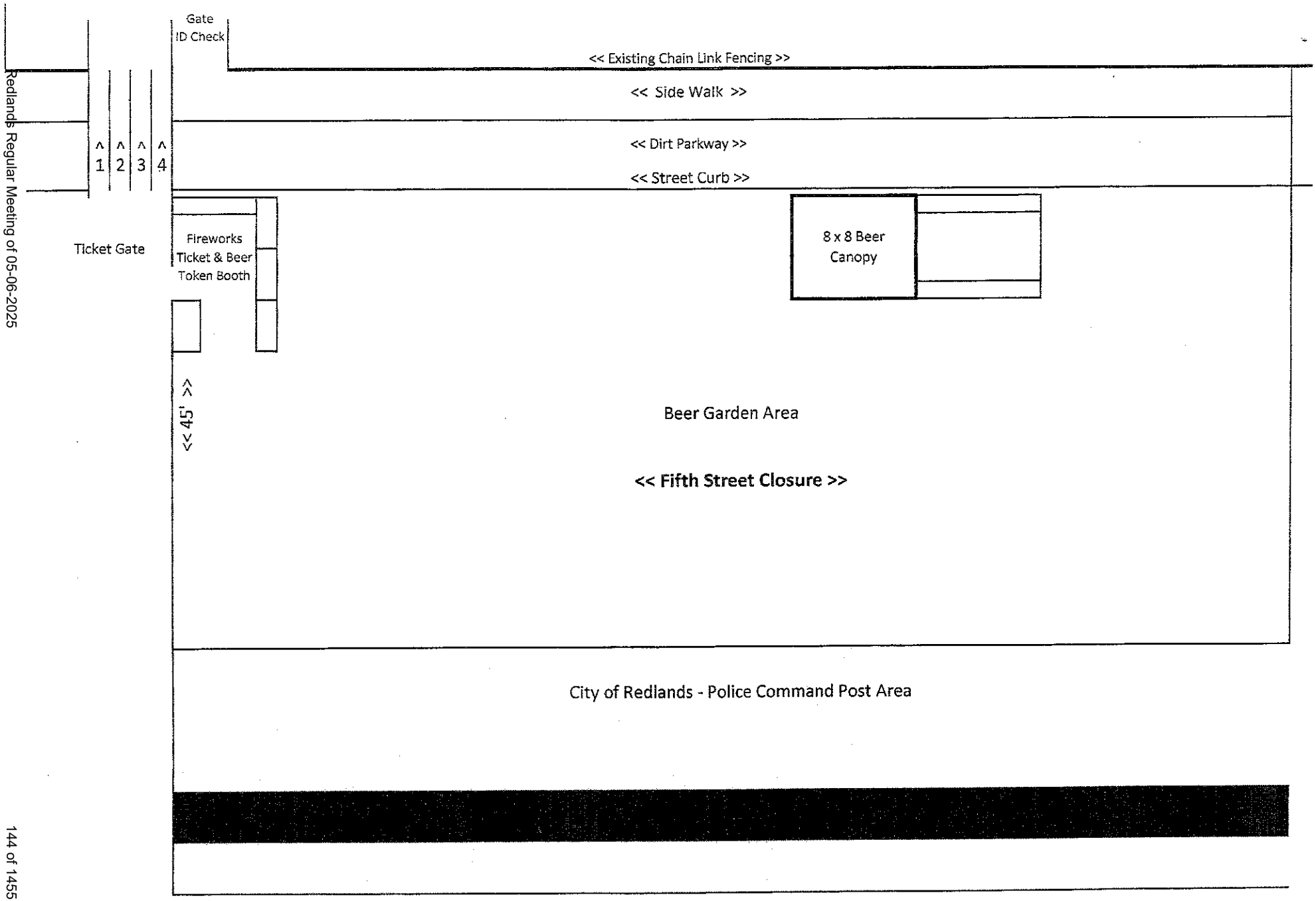
I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE	DATE SIGNED
	1/29/25

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

ABC-253 (rev. 07/19)


Gate
ID Check
<< Existing Chain Link Fencing >>
<< Side Walk >>
<< Dirt Parkway >>
<< Street Curb >>
^ 1
^ 2
^ 3
^ 4
Ticket Gate
Fireworks
Ticket & Beer
Token Booth
8 x 8 Beer
Canopy
<< 45' >>
Beer Garden Area
<< Fifth Street Closure >>
City of Redlands - Police Command Post Area

Event: Redlands 4th of July Event Date: 02-27-25

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 Fourth of July Committee, Inc

To close (street names) 5th Street

Between (street names) Marion Road and Dearborn Street

Day & date 07-04-25 **Event times -** from (time) 2:00 ☐ am ☑ pm to (time) 10:00 ☐ am ☑ pm

Address of Applicant: PO 7237 Phone No: 909-327-7446

Signature of Applicant: _____ Applicant Name (print): Tim Murone

Condition(s);**set up & clean up time required**: we will install fencing across street at 2:pm and remove before

Event Description: Fireworks Show

FOR OFFICE USE ONLY

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

1. _____ Chief of Police — Date: 3/4/25
2. _____ Municipal Utilities & Engineering Department — Date: 3/5/25
3. _____ Facilities & Community Services Department — Date: 3/4/25
4. _____ Risk Management Division — Date: 3/4/25

Street Closure time: From 1 ☐ am ☒ pm To 11 ☐ am ☒ pm

Staff Notes:



Fourth of July 2024

Street Closure Map

Event: Redlands 4th of July Event Date: 02-27-25

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 Fourth of July Committee, Inc

To close (street names) E.Colton Ave, Chapel St,E. High Ave, Division St, E. Park Ave, University St.

Between (street names) 8:30am E.Colton Ave & 10:30am Chapel St,E. High Ave, Division St, E. Park Ave, Un

Day & date 07-04-25 **Event times** - from (time) 8:30 ☑ am ☐ pm to (time) 11:30 ☑ am ☐ pm

Address of Applicant: PO 7237 Redlands, CA 92375 Phone No: 909-327-7446

Signature of Applicant: _____ Applicant Name (print): Tim Murone

Condition(s);**set up & clean up time required**: we only need section between University & Chapel closed at 8 other streets closed at time parade is started. "No Parking" signs along parade route, PLEASE leave parking open on t

Event Description: Sylvan Park Activities 8:00am to 3:00pm & Parade 10:30am to 11:30am Food and Enterainment Vendors, Bands, Familys sitting on the grass, Parade

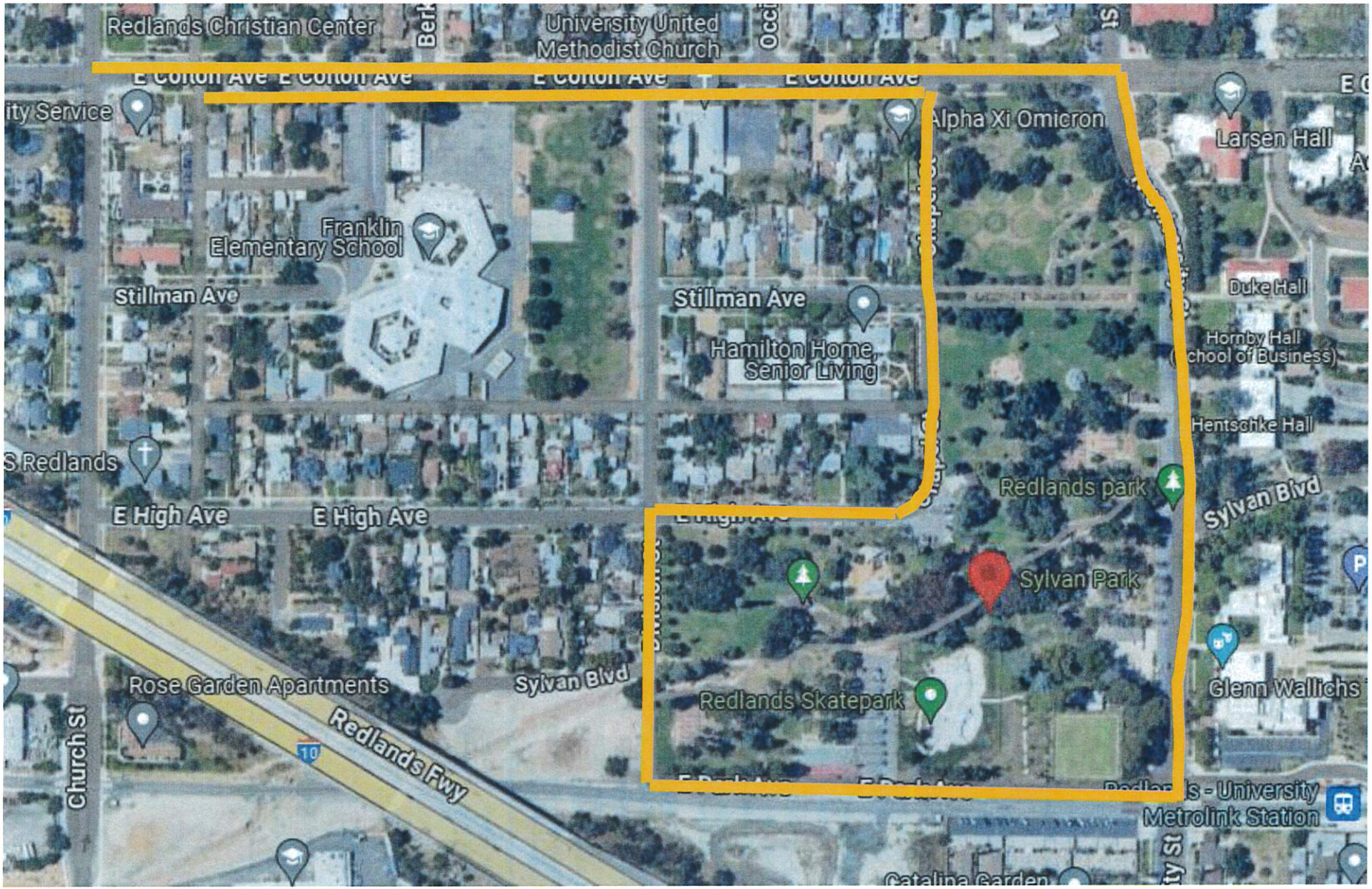
FOR OFFICE USE ONLY

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

1. _____ Chief of Police — Date: 3/4/25
2. _____ Municipal Utilities & Engineering Department — Date: 3/5/25
3. _____ Facilities & Community Services Department — Date: 3/4/25
4. _____ Risk Management Division — Date: 3/4/25

Street Closure time: From 7 ☒ am ☐ pm To 12:30 ☐ am ☒ pm

Staff Notes:


Redlands Christian Center
University United Methodist Church
E Colton Ave
Alpha Xi Omicron
Larsen Hall
Franklin Elementary School
Stillman Ave
Stillman Ave
Hamilton Home Senior Living
Duke Hall
Hentschke Hall
Redlands park
Sylvan Blvd
E High Ave
E High Ave
Sylvan Park
Redlands Skatepark
Glenn Wallichs
Rose Garden Apartments
Sylvan Blvd
Redlands Fwy
Church St
Metrolink Station

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]	$45,324.00	Hard Cost	$35,820.00
Fire Personnel[1]	$1,007.34	Hard Cost	$1,156.00
Facilities & Community Services Personnel[1]	$9,000.00	Hard Cost	$7,200.00
Personnel & Equipment Subtotal	**$55,331.34**		$44,176.00
Fees Established by City Council Resolution			
Park Reservation	$225.00	Soft Cost	$225.00
FCS Equipment	$1505.00	Soft Cost	$1,280.00
Fire Equipment	$940.00	Soft Cost	$2,559.00
Fees Subtotal	**$2,670.00**		**$4,064.00**
Total Departmental Charges and Fees	**$58,001.34**		$4,064.00
	$55,331.34 **$2,670.00** **$58,001.34**	Hard Cost Soft Cost Total	**$44,176.00** **$4,064.00** **$48,240.00**

[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**
$400,250.30	34,877	$0.00	$435,128.00	$435,128.00

City Council Meeting **I. 10.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the cooperative purchase of a Toyota 50-8FG45U Forklift from Crown Lift for an amount of $75,865 (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 cooperative purchase of a Toyota 50-8FG45U Forklift from Crown Lift Inc. in the amount of $75,865.

RECOMMENDATION:

Staff recommends that the City Council approve the cooperative purchase of a Toyota 50-8FG45U Forklift from Crown Lift Inc. in the amount of $75,865.

DISCUSSION:

The City of Redlands Facilities and Community Services Department's Equipment Maintenance Division oversees the maintenance of approximately 470 vehicles and the City's fuel station. The fleet inventory includes light-duty, heavy-duty, off-road, and commercial vehicles which require ongoing maintenance and repair.

The Equipment Maintenance division currently uses a forklift, Unit 115, which is nearing 20 years of age. Despite being in working condition, the forklift has begun to show significant signs of wear and tear, including frequent mechanical issues that have led to operational delays. Additionally, the specifications of the current forklift no longer meet the operational and safety needs of the division. As such, replacing the forklift has become a priority to ensure the Equipment Maintenance Division can continue its operations without disruption.

To address these challenges, staff is recommending the purchase of a new forklift to replace Unit 115. The proposed forklift specifications will significantly enhance the division’s operational efficiency, as the new unit will better meet the demands of lifting and transporting materials. In addition to improving functionality, the new forklift is expected to increase safety during operations, which is a key concern for the department. The current forklift, Unit 115, will be transferred to the Solid Waste Division to assist with their day-to-day operations. This transfer helps to extend the useful life of the equipment while also addressing the needs of another division within the City.

The purchase of the forklift from Crown Lift Inc. is in accordance with the City's procurement policies regarding cooperative purchasing for products and services with Sourcewell. By utilizing Sourcewell cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded. Agencies can review bid results from more than 50,000 government, education, and nonprofit organizations and draw from the terms and pricing for like units and vehicles. Staff is recommending that the City Council approve the Sourcewell cooperative purchase with Crown Lift, (Sourcewell Contract #052024-ATY). These contracts have been solicited and awarded in conformance with the City's procurement policies.

ALTERNATIVES:

City Council may elect not to approve the purchase. However, Equipment Maintenance operations will be adversely affected.

STRATEGIC PLAN:

Not Applicable.

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

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Larry Alms, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024-25
Appropriation Required Y/N:	No
Amount:	$75,865
Budgeted Y/N:	Yes
Account No.:	607900

Discussion:

Sufficient funding for this purchase is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2024-25 as approved by the City Council.

Attachments

A. Toyota Model 50-8FG45U Forklift Quote

B. Sourcewell Contract 053224

Sourcewell Awarded Contract
Contract #053024-ATY

Atlas Toyota Material Handling (MN)
8601 Xylon Ct
Minneapolis, MN 55445-1840
Phone: 763-425-9066
https://www.atlastoyota.com/

To: Sourcewell Member

Date: March 27, 2025
Quote No: 013076210R3

Tricia Swope, MBA
Manager, Facilities & Community Services
Facilities and Community Services
Phone 909-335-4738
Cell 909-684-9507
Web - www.cityofredlands.org
Email - tswope@cityofredlands.org
35 Cajon St Suite 222, Redlands, CA 92373

We respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (1 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 50-8FG45U, Internal Combustion Lift Truck, quality engineered with the following specifications:

- Pneumatic Tires
- LP Gas Powered - UL Type "LP" Rating



Photo may portray optional equipment not included in your quotation.

SYSTEM OF ACTIVE STABILITY™ (SAS)
Toyota's industry exclusive System of Active Stability (SAS) helps reduce lift truck instability by electronically monitoring and controlling various functions of the lift truck.

- **Active Control Rear Stabilizer:**
  Various lift truck sensors simultaneously monitor vehicle speed, fork height, load weight, and vehicle yaw (or angular acceleration). Should the operator inadvertently place the truck in a potentially unstable lateral condition, the sensors trigger the S AS controller to activate the Active Control Rear Stabilizer to help reduce the likelihood of a lateral tip over.
- **Active Mast Function Controller (AMC):**
  Should the operator inadvertently place the lift truck in a potentially unstable longitudinal condition, these same sensors trigger the SAS controller to activate the AMC, which limits forward tilt and/or tilt back speed to help reduce the likelihood of a longitudinal tip over.

2-SPEED AUTOMATIC (POWERSHIFT) TRANSMISSION
A standard 2-speed automatic transmission with 2 forward and 2 reverse gears provides superior torque, gradeability and acceleration to get the job done. Designed by Toyota engineers, this electronically controlled transmission passed 120 testing parameters to ensure it can meet the rigorous demands of your application. A standard 1st gear lock switch on the left-hand side of the steering column also allows the operator to lock the transmission in 1st gear when needed.

AUTOMATIC FORK LEVELING
Toyota's Automatic Fork Leveling feature increases productivity while reducing damage with a push of a button. By depressing the Automatic Fork Leveling button during forward tilt, operators are quickly and easily able to level the forks.

FULL FLOATING PLANETARY DRIVE AXLE
Your Toyota lift truck is outfitted with a rugged planetary drive axle. This planetary drive axle decreases the torsional stresses commonly experienced with power shifting, resulting in greater durability, reliability, which results in increased uptime.

LCD MULTI-FUNCTION DISPLAY II
Features on the new MFD II include data log functions, fuel information, & operation data log all with QR code output; fuel gauge (excluding LP); and password protected administrator level access that can manipulate functions such as travel, vehicle management, and operation data log functions.

Mast
3-Stage (FSV) mast with full free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation.
Mast Specifications:

- Maximum Fork Height - 238.0”
- Overall Lowered Height - 110.2”
- Over Head Guard Height - 90.60”
- Free Lift - 62.2" with standard Load Backrest

Lifting Capacity
Base Model Capacity – 10,000 lbs @ 24” load center
Actual Capacity, based on quoted specifications - 4,800 lbs @ 24” load center to 238.0” MFH
Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

Tilt 6 degrees forward and 6 degrees backwards
Carriage ITA Hook Type 46'' Carriage
Forks Forks 60" x 6" x 2" - Class III
Load Backrest 48" High Load Backrest

Attachments	Cascade 46" Integral Sideshifting Fork Positioner (Maximum 96" Forks--forks longer than 96", consult Cascade) 4-Way Valve (with 3rd & 4th function hosing) Includes option A26A: Hi-Capacity Cooling
Speeds	Travel Speed: 14.00 mph Lift Speed: 94 fpm
Engine	3.7L 1FS-US 4 cylinder Industrial Engine Overhead valve (OHV) Distributor less ignition system Net Horsepower Rating: 87 @ 2350 rpm SAE HP Net Torque Rating: 212 @ 1500 rpm SAE ft-lb
Transmission	2-Speed Automatic (Powershift) Transmission
Steering	Load Sensing Hydrostatic Power Steering with Tilt Steering Column
Wheels and Tires	Front Tires: 300-15-20PR (Pneumatic) Rear Tires: 7.00-12-12PR (Pneumatic)

Additional Equipment Included

- **Cascade Integral SSFP**
- **UL Approved Model Type "LP" (tank not included)**
- **Drum Brake**
- **Rear View Mirrors (Left & Right Sides)**
- **LPG Bracket (Swing Down Type)**
- **Low LPG Fuel Warning Indicator**
- **LED Strobe Light (Amber)**
- **LED Rear Combination Lights**
- **Blue Light (Key ON/OFF)**
- **Rear Assist Grip with Horn Button**
- **Polycarbonate Overhead Guard Cover – Tinted Gray**
- **Operator cooling fan**
- **43.5 lb. LP Steel Tank**
- **Adjustable Volume Back-up Alarm (Smart Alarm)**
- **Front Solid Pneumatic Tires - Including Quick Heel Style Rims**
- **Rear Solid Pneumatic Tires - Including Quick Heel Style Rims**
- **Quick Heel**

Other Outstanding Toyota Features

- EPA/CARB Certified Engine
- Operator Presence Sensing System (OPSS)
- Dual Action Hand Parking Brake
- Electronic Shift Control
- Electronic Speed Control
- Low Entry Step Height
- Dual Operator Assist Grips
- Dash Integrated Pen/Pencil/Cup Holder

- Durable Rubber Floor Mat
- High Visibility Overhead Guard
- LED Headlights
- Key Off/Headlight Off System

Some standard items listed within this quotation may be replaced or altered due to optional equipment.



*Not applicable to all models. Click here for more details: https://www.toyotaforklift.com/sens

MyInsights (Telematics)

Standard telematics provided on most Toyota forklifts deliver valuable insights and actionable data for your business. Increase uptime, optimize your fleet, and view detailed analytics by completing your free registration at my.toyotaforklift.com today!

Standard Insights:
Hour Meters
Error Codes
Impact Detection
Location Tracking

Warranty

12 Months or 2,000 hours whichever occurs first: Basic
36 Months or 6,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

We offer a Toyota factory authorized warranty on all new Toyota Material Handling Equipment.

Toyota 360 Support Toyota 360 Support Plus 5
60 Months/10,000 Hrs Carriage to Counterweight Warranty
60 Months/10,000 Hrs Major Parts and Component Warranty
Up to First (4) PM's Included (Parts and Labor)

TMH reserves the right to accept or decline any application for enrollment into the T360 Plus warranty plan.

Investment

Price-Toyota Model 50-8FG45U as specified above:	$74,903.00	Each
90” fork extensions and data tag	962.00	
Net Price:	$75,865.00	Each

Financing and Maintenance Toyota Industries Commercial Finance has been providing effective finance solutions to customers since 1985. As Toyota Material Handling's captive finance partner, we are committed to offering customized financing solutions, tailored financing terms, unmatched industry experience, ultimate transparency, and an unparalleled understanding of your unique business needs. In addition, Full Maintenance and Planned Maintenance programs are available.

Terms and Conditions

Payment: Net 30 days / Cash or Financed
Delivery: Will advise at time of order.
.
F.O.B.: Delivered to City of Redlands, CA
Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.
Lease offerings subject to credit approval.
.
Cancellation:
Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement.

Reasonable and proper cancellation charges (minimum of 20% of purchase price per unit) will apply and which shall take into account expense already incurred and commitments made by Seller and shall indemnify Seller against any loss.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental

factors.
Some options and configurations may void UL.
.
Conditions subject to change to those in effect at time of delivery.
Your signature on this proposal constitutes an order.
Please contact your Toyota sales representative for additional information.

PRE-SHIPMENT PRICE INCREASES (we are working to have this removed for our government firm fixed price proposals. Sorry for the inconvenience.)

Seller may, on one or more occasions, increase the price of the ordered equipment, and customer shall pay the increased prices ,if, up to 30 days prior to date of shipment, (a) the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four percent (4%) or more as compared to the MHEPPI as of the date of customer's proposal acceptance; or (b) the manufacturer of the equipment increases the price the seller pays the manufacturer for the ordered equipment due to any new or increased government fees, tariffs or duties. Price increases will correlate to, as applicable, the percentage increase in the MHEPPI or manufacturer price increase.

TELEMATICS AND DATA COLLECTION

The equipment in this proposal is enabled with the MyInsights system ("System") which collects certain location and operational data concerning the equipment and transmits it to Toyota Material Handling, Inc. for processing and analytics. This proposal is subject to the contractual terms and data usage policies for the System found at https://www.toyotaforklift.com/myinsights-legal ("System Terms"). Acceptance of this proposal, or otherwise using the equipment, constitutes acceptance of the System Terms and the formation of an agreement between Customer and Toyota Material Handling, Inc. based on the System Terms. Customer may opt-out of data collection features for the System as provided in the System Terms. Failure to opt-out signifies Customer's consent and agreement to the collection and usage of data in accordance with the System Terms.

Sincerely,
Atlas Toyota Material Handling (MN)

By: _____

Name: Greg Sanders

Title:

Accepted:
Sourcewell

Cash Price $ _____

Financed Payment* $ _____ *Per Month* _____ *Months*

By: _____

Name: _____

Title: _____

Date: _____

Sourcewell

Solicitation Number: 053024

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crown Equipment Corporation, 44 South Washington St., New Bremen, OH 45869 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Forklifts, Lift Trucks with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 23, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier's warranties as provided in the Proposal apply. Copies of these warranties will be provided to Participating Entities for each transaction. In instances where the Equipment, Products, and Services sold under this Contract are from other manufacturers, however, such Equipment, Products, and Services are instead covered by the manufacturer's standard published warranties. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in

the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Termination of an order may require payment for work in process.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property. alleged to have been caused by some defect in the Supplier's Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications, However, any obligation of Supplier to indemnify hereunder will not apply to the extent such claim, injury, death, or damage results from the negligence, willful misconduct, or violation of law of Sourcewell, the Participating Entity, or any other third party not under Supplier's control. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
    b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
    a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier in accordance with the ISO CG 20 10 04 13 endorsement. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

23. LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY ORDER OR RELATED MATERIALS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR 1) CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUES, ARISING OUT OF OR RELATING TO THIS CONTRACT, OR 2) FOR CLAIMS HEREUNDER EXCEEDING $500,000 IN THE AGGREGATE (EXCLUDING CLAIMS FOR PAYMENT FOR PURCHASES). THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.

Sourcewell	Crown Equipment Corporation
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Tom Keller ACFF16B3799B451...
By: _____	By: _____
Jeremy Schwartz	Tom Keller
Title: Chief Procurement Officer	Title: Senior Vice President-Global Accounts
Date: 9/4/2024 | 4:03 PM CDT	Date: 9/4/2024 | 3:20 PM CDT

RFP 053024 - Forklifts, Lift Trucks with Related Products and Services

Vendor Details

Company Name:	Crown Equipment Corporatin
Does your company conduct business under any other name? If yes, please state:	Crown Lift Trucks
Address:	44 South Washington St. New Bremen, OH 45869
Contact:	Nathan Brewer
Email:	nathan.brewer@crown.com
Phone:	419-629-2311 12753
HST#:	34-4412691

Submission Details

Created On:	Wednesday April 17, 2024 07:42:46
Submitted On:	Wednesday May 29, 2024 07:49:12
Submitted By:	Thomas Keller
Email:	tom.keller@crown.com
Transaction #:	eefe1806-fb29-4daa-a392-7b65ff3a2aee
Submitter's IP Address:	206.51.157.133

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Crown Equipment Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	No subsidiary entities will be utilized.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA: Crown Lift Trucks	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1D3P6 SAM UEI: CDU5SCJP1LP5	*
5	Proposer Physical Address:	Crown Equipment Corporation 44 South Washing St. New Bremen, OH 45869	*
6	Proposer website address (or addresses):	www.crown.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tom Keller, Senior Vice President-Global Accounts 44 South Washington St. New Bremen, OH 45869 Email: Tom.keller@crown.com Phone: 419-629-2311 x 12048	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan Brewer, Manager-Government Sales 44 South Washington St. New Bremen, OH 45869, Email: nathan.brewer@crown.com Phone: 419-629-2311 x 12753	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aaron Powers, Director - National Accounts 44 South Washington St. New Bremen, OH 45869 Email: aaron.powers@crown.com Phone: 419-629-2311 x 12506	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Crown Equipment is a privately owned company headquartered in New Bremen, Ohio. Since 1945, Crown has grown from a one-room operation to one of the largest lift truck manufacturers in the world. Crown entered the material handling industry in 1960 and became the fastest-growing material handling company in its range of products. Today, Crown manufactures a full line-up of Class I through Class V material handling products; designs, manufactures, sells and supports its own fleet management solutions; offers allied lines consisting of racking, shelving, dock and door equipment, in-plant offices, etc.; offers warehouse solutions consulting as well as fleet management consulting services. Crown is a vertically integrated organization and manufactures up to 85% of the content of its lift trucks. As a sampling of Crown's vertical integration, Crown manufacturing facilities are responsible for producing electric motors, LPG engines, printed circuit boards, wire harnesses, masts, gears, etc. Crown designs, engineers, manufactures, services and supports material handling products. Product sales and service are supported by Crown's retail network of more than 500 factory-owned Branches and independent dealers in more than 80 countries. Crown's strategic direction is centered around technology; automation, connected solutions, and alternative power. This direction goes beyond the forklift and is focused on moving your organization forward. Crown's next generation of integrated technology offers new value by turning reactive operations into proactive ones.	*
11	What are your company's expectations in the event of an award?	Upon award Crown would immediately begin planning, strategizing, and ultimately implementing the Sourcewell contract within our robust branch and dealer network. This would be achieved with multiple internal departments including, but not limited to, government sales department, marketing, legal, and branch/dealer operations. Crown expects to add resources to properly launch, offer ongoing training, create marketing collateral/website/social media, maintain/adhere to the contract, and to monitor success. Crown would also utilize Sourcewell resources to work with our branch/dealer network to achieve a successful contract. Crown's expectations with this investment are that we would realize $3 million dollars in sales in first year with a minimum of 25% increases each year thereafter.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Crown continues to be one of the largest lift truck manufacturers in the world with global revenue in excess of $5 billion. The Company has grown steadily with organic, disciplined growth for the last several decades and experienced a revenue compound annual growth rate in excess of 8% over the last 30+ years. Recent audit reports consistently reflect positive working capital ratios and increasing retained earnings balances. The company has lines of credit and available capital totaling over $200 million.	*
13	What is your US market share for the solutions that you are proposing?	As a privately held company, Crown does not disclose market share information. However, Crown's industry ranking is 4th largest forklift manufacturer in the world. Crown is also recognized domestically as the largest manufacturer of electric forklifts.	*
14	What is your Canadian market share for the solutions that you are proposing?	As a privately held company, Crown does not disclose market share information. However, Crown's industry ranking is 4th largest forklift manufacturer in the world.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Crown has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Crown can be described as a manufacturer, distributor, and service provider. Crown manufactures a full line-up of Class I through Class V material handling products. Crown's dealer network is comprised of wholly owned factory stores as well as independently owned dealers. Crown's wholly owned factory stores represent more than 65% of its retail network – known as Crown Lift Trucks. Where Crown is represented by an independent dealer, we have a contractual relationship that is renewed based upon the measured level of support delivered to our customer base within their area of prime responsibility. That contract sets guidelines as it relates to maintaining an effective service and support organization. Specifically, our dealers must staff a sufficient quantity of experienced and capable technicians, provide for routine training, and inventory repair parts in such reasonable variety and amount as to meet the service requirements of their territory. Crown routinely performs Integrity Service audits on our dealer network to ensure that the proper standards are being maintained. These audits include service response time, first-call-fix-ratios, off-shelf parts availability, and equipment uptime, among others.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ISO 9001:2008 - US, Mexico and Germany Crown holds ISO 14001 certification: ISO 14001 – Crown Plant 7, New Bremen, Ohio ISO 14001 – Crown New Knoxville Plant, New Knoxville, Ohio ISO 14001 – Crown Minster Plant, Minster, Ohio In addition, Crown has earned three gold-level Encouraging Environmental Excellence (E3) Awards from the Ohio EPA for Crown's sustainability efforts within its manufacturing and assembly plants. Crown also has five facilities, including manufacturing and sales and service locations, that have achieved zero landfill status. C-TPAT Tier 2	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Crown has never had a suspension or debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Crown has received numerous awards ranging from design, environmental, employer and product over the past five years. As a sampling, please see the following. • IFOY – International Forklift Truck of the Year Award 2024 SP1500 – Received for other products multiple times. • Crown was named to the Top 100 Supply Chain Projects List - Received multiple years. • Named a Top Green Provider by Food Logistics -Received multiple years. • FL100 Food Logistics list of the top 100 software and technology providers - Received multiple years. • SDCE Green Supply Chain Award - Received multiple years. • Crown's ESR 1000 Series reach truck earned a GOOD DESIGN Award from The Chicago Athenaeum: Museum of Architecture and Design and the European Centre for Architecture Art Design and Urban Studies • Crown was selected by Inbound Logistics as a Green Supply Chain Partner - Received multiple years. • Forbes 2023 America's Best-In-State Employers -Received multiple years. • Forbes America's Best Large Employers 2024 – Received multiple years. • Military Friendly Employer Designation 2024 – Received multiple years. For additional listing of Crown's awards, visit https://www.crown.com/en-us/awards.html	*
20	What percentage of your sales are to the governmental sector in the past three years	We have historically netted less than 1% of our sales to governmental agencies. Crown is a high-quality premium product, and in many cases where the sole criteria is lowest price technically acceptable, as is the case with many sectors of the government, we will not experience success. With governmental customer's that have the flexibility to make long-term cost of ownership as part of their sourcing criteria, we have had a much higher success rate and regularly become the preferred supplier in their applications. For example, one of our largest government accounts has an exclusive agreement with Crown. We were awarded this business after they had worked with various other vendors with unsatisfactory results in quality and support. The results speak for themselves. Crown has been awarded their contract three additional times since inception. Additionally, our advancements in safety features have created opportunities even when price was initially the sole criteria. For example, a federal government agency now requires our RM MonoLift™ mast reach truck in all their facilities due to the unmatched all-around visibility it offers when compared to any competitor unit. Safety trumped price in their decision-making process.	*
21	What percentage of your sales are to the education sector in the past three years	Crown does not track sales to the education sector but estimates it to be less than 0.01% of our global sales. Crown routinely receives requests from our retail network on whether we have a cooperative or state contract available. Their customers voice their frustration with contracting and their inability to get the quality product they need. This is part of the reason why we believe a Sourcewell contract is so vital to our mutual customers and our retail network.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Crown does not currently hold any state, provincial, or cooperative purchasing contracts directly. Currently there are third-party entities which have CMAS, TXMAS and Florida State contracts with Crown products. Since Crown does not hold these contracts, we are not notified when sales fall within them.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract: GSA contracts with Crown products are held by third-party vendors. Average of approximately $3.5 million per year. DLA Troop Support Contract: Average of approximately $1.22 million per year. Other Government Contract: Average of approximately $3.82 million per year.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
As a condition of Crown's NDA and policies we do not disclose customer information.	As mentioned previously, Crown regularly receives requests for Sourcewell or other state contracts. If required, we may be able to facilitate a call with Sourcewell eligible entities.	N/A	*
N/A	N/A	N/A	*
N/A	N/A	N/A	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NDA	Government	Texas - TX	Reach Trucks, Turret Trucks, Sit Down Electric, I/C Pneumatic, Pallet Trucks, Walkie Pallet Trucks, Batteries, Chargers. Misc.	$ 5K to $ 250K+	$ 8.58 Million	*
NDA	Government	Pennsylvania - PA	I/C, Turret Trucks, Walkie Stackers, Pallet Trucks, Batteries, Chargers, Misc.	$ 25K to $ 250K+	$ 3.65 Million	*
NDA	Government	Hawaii - HI	Reach Trucks, Batteries, Chargers	$ 59K to $ 250K+	$ 2.1 Million	*
NDA	Government	District of Columbia - DC	Walkie Stackers, Reach, Sit Down Electric, WAV, Batteries, Chargers	$ 5K To $ 100K+	$ 2.07 Million	*
NDA	Government	District of Columbia - DC	Walkie Stackers, Reach, Sit Down Electric, WAV, Batteries, Chargers	$ 5K to $ 100K+	$ 1.1 Million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	In the United States and Canada alone, Crown has an employee count of more than 16,000 and more than 190 branch and dealer retail locations. Crown's sales force has coverage throughout the US and Canada that is strategically located to best serve customers. Each Crown wholly owned branch location boasts 1 – 2 sales managers who are responsible for managing the activities in their local markets. Each sales manager is responsible for 6 – 9 salespeople who have a dedicated territory focused on sales support in that specific area. Crown utilizes our extensive resources to help manage sales activities within our retail network through regional sales managers, training (in-person and online), and other internal communication. Crown has it covered.	*
27	Dealer network or other distribution methods.	Crown's independent dealer network in the United States and Canada consists of over 100 locations. Crown manages their activities and ensures our standards and practices are met through corporate, regional, and district managers.	*

28	Service force.	Similarly, to our sales force, Crown's service force is represented in the more than 190 branch and dealer locations in the United States and Canada. Crown's wholly owned branch locations may include service managers, field service managers, account service representatives, parts managers, customer care representatives, dock and door technicians, lead technicians, and multiple service technicians. Crown strives to maintain measured response times of 4-hours or less which is accomplished in part by staffing an adequate level of skilled road technicians. Crown, once again, has it covered.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Crown plans on keeping the ordering process simple. Orders will be entered and handled by its dealer network but monitored by Crown's Corporate Headquarters. • Crown will require a special discount code to access Sourcewell's contracted pricing when placing an order. o If branch/dealer is using an in-stock unit, a credit adjustment will be submitted for and applied in the same manner. • The discount code will require a signed customer purchase order with pricing and their original quote to ensure contractual adherence. • Once Crown has deemed that the pricing, terms, and specifications are correct, we will accept and process the order. • The local retail location will handle communication with the customer, delivery, and the preparation.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Crown offers a variety of service and parts programs to ensure customers receive maximum value for their investment and the lowest total cost of ownership. Long-term value increases when total cost of ownership is reduced. Crown's Integrity Parts and Service System is designed for the parts and the service that goes with them to work together to minimize cost of ownership over the life of the forklift leading to increased uptime and productivity. As part of Crown's Integrity Service, Key Performance Indicators and Assured Performance Measurements are tracked which include, but are not limited to: RESPONSE TIME Crown defines response time as the time from when the request is made for a repair, until the technician arrive at the customer's site. By tracking this key factor, we can focus on improving equipment uptime - Quick Response = Uptime. FIRST CALL FIX RATIO Crown defines first call fix ratio as the number of times the technicians fix our customer's trucks on the first visit out of the total number of technician service calls - this is based on service calls on Crown equipment and all makes of trucks. First visit implies no additional trips to pickup parts or access additional dealer support. This feature allows for maximum uptime by having technicians that are technically able to diagnose the problem, have the retailers support when needed and have the right part on their service van. Integrity Service Goal: 75% OFF SHELF AVAILABILITY Crown defines and calculates this percentage by comparing the parts requested against orders filled. Having parts on-hand when needed reduces freight expense and customer downtime. Integrity Service Goal: 95% PM COMPLETION The PM process of inspection, lubrication, and adjustment at the recommended intervals is key to limiting breakdown repairs. Having a high percentage assures the customers that we can handle their business. It also provides the customers a program for maximum uptime. Integrity Service Goal: 100% TECHNICIAN TRAINING With the evolution of new technology being utilized in newer trucks, it is imperative to keep the service technicians up to date on latest repair procedures and troubleshooting. By having higher skilled technicians, the customer will realize quicker repair times. Integrity Service Goal: minimum 40 Hours per Tech per Year	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Crown's extensive retail network covers the entirety of the United States including Alaska and Hawaii. In the United States alone, there are over 160 retail locations. Crown is fully committed to offering Sourcewell to any eligible entity and realizes the numerous benefits for the customer, dealer network, and Crown. • Ease of procurement for eligible entities. • Majority of contractual guidelines would already be in place to streamline amount of time spent with legal. • With our pricing model, the specifications and expectations are clear for the customer, dealer, and Crown. • The sheer number of requests that we have already received inquiring about a Sourcewell contract leads Crown to believe that this would have an immediate impact on our customers and dealer network. • This is truly a win-win proposition for our retail network, customers, and Crown.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As in the United States, Crown is fully capable of providing its products and services to Sourcewell entities throughout Canada thanks to our extensive dealer network. In Canada we have 10 independent dealer locations and 14 company-owned branch locations to service our customers. While we have not experienced the same demand for Sourcewell in Canada as we have had in the United States, the other numerous benefits mentioned previously still apply.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We can service all geographic areas of Canada and the United States.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Crown is not aware of any sectors that we will not be serving through this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipping of batteries and other hazardous materials can be of concern when going overseas and add costs. This may also require the use of government or third-party freight forwarders. In the US Territories of American Samoa and Northern Mariana Islands, Crown does not currently have a servicing dealer. Warranty could not be honored, and we would recommend that we do not offer equipment due to lack of support.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Crown would begin by utilizing its robust training department to create training materials for its retail network. Training would be supplemented with digital marketing materials and tactics, such as emails, social media, posts, etc., to be utilized when selling to eligible entities. Crown envisions the development of specific crown.com landing pages supporting the Sourcewell contract. In addition. Crown offers online purchase capability for its customers through https://shop.crown.com/crown/en/ and would investigate adding the ability for Sourcewell clients to purchase available materials via this platform.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Crown is a leader in its industry in the use of digital marketing tactics. The company was one of the first to develop a social media presence and actively utilizes nearly 50 social media accounts worldwide in its organic social media programs. In addition, Crown is active in conducting paid social media advertising campaigns. Both its organic and paid social media programs include a robust analytics component to measure engagement and effectiveness. Crown maintains 35 versions of its crown.com website globally, with local language versions provided in key locations around the globe. The company maintains active search engine optimization (SEO) and search engine marketing (SEM) programs to help ensure that Crown content is ranked high in search engine results. Webpage content and metadata are optimized to enhance customers' ability to locate the information they need. Crown can evaluate keywords and terms provided by Sourcewell to determine how they might be incorporated into its SEO and SEM programs. Crown marketing collateral is made available electronically via crown.com. Special crown.com landing pages are also created for specific marketing campaigns, especially those targeting specific products or customer types. The website also includes a Live Chat feature to encourage visitors to interact. Live Chats sessions are handled in-person by dedicated staff in our Customer Experience Center. The crown.com website also includes the Crown Blog, which contains a variety of content to engage with customers and help them learn about the products and technologies that can help them operate more effectively. Individual Crown Blog entries are promoted via organic and paid social media campaigns to help extend their reach. Crown marketing also includes a dedicated analytics department to provide reporting on the effectiveness of its online content and campaigns. The department produces and variety of recurring and custom reports to ensure that the company's digital tactics are effectively reaching their target audiences.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	By providing training and marketing materials supporting the Sourcewell contract to Crown's retail network, which interfaces directly with potential customers, we will enable the retail network to fully integrate the contract into Crown's standard sales process. The potential addition of an online purchase capability for Sourcewell customers will further integrate the contract into Crown's standard sales processes. We believe that support from Sourcewell will be very important to our success. We hope to gain a wealth of knowledge on how to effectively serve Sourcewell clients. Ongoing support from Sourcewell will be key to continued mutual success.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Crown currently offers customers the ability for customers to purchase online through https://shop.crown.com/crown/en/. This platform enables customers to create personal profiles. In theory, current government and education customers can purchase products through this portal using a credit card, but it currently cannot process tax exempt purchases. However, if awarded the Sourcewell contract, Crown will investigate adding the capability for Sourcewell customers to purchase through this platform.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Crown offers award-winning training options for service and operators. These optional sessions would be quoted and fulfilled at the dealer/branch level. Pricing is dependent on the number of people and location. All training offered by Crown Branch locations is delivered by Crown Certified Trainers. Training can be catered to each customer's individual needs. Following is a sample of the options. • Forklift Operator Training Crown's network of trained instructors offers full-service Demonstrated Performance (DP) MoveSafe Train-the-Operator programs. Conducted at your site, these highly trained instructor-led sessions present powered industrial lift truck safety information with clear, understandable and highly visual presentations. Hands-on time is structured to assure operators are trained not only in lift truck operation and task performance, but in safe operating habits and practices as well. These are crucial in effective operator training. • Model-Specific, Web-Based Training Combine a learning management system and the streaming capability of our wide range of model specific MoveSafe Operator Training options to empower your operators. Streaming enables them to complete training at a pace consistent with their individual knowledge and experience, allowing both operators and trainers to train more efficiently. • Pedestrian Safety Training Safety training for pedestrians is an important piece of a comprehensive lift truck safety program for employees and for visitors to your facilities. Crown offers comprehensive pedestrian training including two online resources you can incorporate into your own employee orientation and visitor programs. • Supervisor Training Supervisors of lift truck operators play a critical role in reinforcing the safe operating skills and habits taught during operator training sessions. Crown offers the award-winning DP LeadSafe Train-the-Supervisor program to demonstrate how to effectively supervise lift truck operators and reinforce safe operating habits. • Training for the Trainer Crown’s DP TrainSafe Train-the-Trainer program uses the award winning, hands-on, Demonstrated Performance approach to deliver comprehensive operator train-the-trainer programming. Participants in the two-day Train-the-Trainer program will learn and practice implementing Crown’s MoveSafe operator training programs, 11 step hands-on training and safe skill and habit development process. Participants are provided the training needed to conduct these workshops, as well as three-year re-evaluations, safety refreshers (workshops), warehouse inspections and much more. • Forklift Service Technician Training Our award-winning Demonstrated Performance Service Training workshops give service technicians the Crown-specific skills and knowledge they need to keep a fleet up and running. Since many technicians are hands-on learners, they’re more likely to retain information learned through first-hand experience than material presented in a lecture. Crown’s DP Service Technician Training goes above and beyond traditional classroom training, allowing participants to work on lift trucks with instructor supervision. Technicians can move at their own pace and focus on the particular tasks and skill groups that best serve their organization’s needs. Demonstrated Performance workshops are customizable to the needs of each technician. They’ll only spend time on what they need to learn, and only work on lift trucks that apply to them.	*

41	Describe any technological advances that your proposed products or services offer.	Crown offers many advancements in our product lines. Examples may include comfort, safety, technology, and enhanced quality improvements. • Access 123 Operating System - The majority of our products include our Access 123 operating system, which allow for customizable performance settings and onboard diagnostics. • Gena® Operating System Display – A 7" touchscreen available on some units o Includes customizable widgets displaying key performance metrics-Such as load weight, operating time, and battery charge at a glance. o Dynamic Coaching - This gives interactive performance and safety feedback to the operator in real time. It promotes ongoing training and safety awareness. o Multiple languages support. o Capacity limit alerts o Simplified InfoLink® operator and fleet management integration o Service simplicity – Step-by step calibration, easy to adjust settings, wireless operating system updates. • InfoLink® Operator and Fleet Management – Impact Sensors and Alerts, Inspection Checklists, Safety Reminders, Operator Certification Reminders, Productivity Metrics – Visit https://www.crown.com/en-us/fleet-management/infolink.html • V-Force® Batteries & Chargers o Lithium-Ion Batteries– Available on most electric units. Intelligent battery management system extends life by preventing operation outside of warranted conditions. Full integration into Crown lift trucks, with a lateral charge port for easy access and charging. Works in conjunction with the lift truck's operating system, utilizing the lift truck's on-board display to show discharge levels and event codes. o Lead-Acid Batteries – Available on most electric units. o Modular High Frequency Multi-Voltage Chargers Flexibility for lead-acid or lithium-ion Charge multiple voltages with one charger Compact and lightweight o All V-Force® products are backed by Crown's extensive service and support. Warranty is handled by Crown, not third parties. Visit https://www.crown.com/en-us/v-force-energy-solutions.html for additional information. • Many products also include e-GEN® braking which returns power back to the battery and virtually eliminates brake maintenance. • On-Trac® - traction control is also standard on many lift trucks. This system reduces tire wear and spin and lengthens drive tire life. • Intrinsic Stability System® – Designed to address potential causes of unstable conditions. Standard on many lift trucks. o System Controlled Hydraulic Speeds o Travel Speed Control o Tilt Interlock o Cornering Speed Control o Ramp Speed Control o Hill Hold o Counterweight • Work Assist® Accessories – Crown offers many integrated truck solutions that are designed to make the operator's job faster, easier, and more productive. Items such as storage pockets, shrink wrap holders, mounting brackets etc. Visit https://shop.crown.com/crown/en/Forklift-Parts-And-Accessories/Work-Assist/c/work_assist • Crown manufactured electric motors and engines are specific to the material handling industry. Many competitors use engines derived from the auto or other industries. • Entry Bar® and two presence pedals on stand-up units promotes safety by disabling travel if the operator places their foot outside the compartment. • FlexRide™ Floorboard – Offers shock and vibration protection beyond typical self-adjusting floor. • MonoLift® and MonoMast® mast designs on the RM and TSP series offers best-in-class visibility, stability, and capacity at height. • Operator Assist Options: o DualMode o QPR (QuickPick®) Order Picking Technology o APS (Auto Positioning Assist) o Visit: https://www.crown.com/en-us/automation.html This list is not all-inclusive of our technological advances. Crown is tirelessly developing, investing, and testing new features and technologies to enhance our customer's experience with safety, productivity, and reliability.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	• Crown has a Global management system that includes ISO 9001, 45001 and 14001. Crown is in initial stages of adding ISO 50001 (energy standard) to this system – National Quality Assurance Global Certification Body • Six zero-waste-to-landfill facilities – EPA • Crown has identified all Scope 1 and 2 Greenhouse Gas emissions for all North American manufacturing facilities. In 2024, Crown is working to identify all Greenhouse Gas Emissions for the entire company including Scope 1, 2 and 3. Identification has been accomplished by using emission factors from EPA’s AP-42, Compilation of Air Pollutant Emission Factors, Chapter 1, Section 4 for natural gas-fired external combustion sources. • Crown has hired a Director of Sustainability to manage all sustainability direction for the company. • Crown is replacing lead-acid batteries with lithium-ion batteries in its own lift truck fleet. • Crown has a recycling program for Mexico skids that is anticipated to generate over $77,000 in savings. • We use low global warming potential (GWP) refrigerant in our AC units throughout Crown facilities – the refrigerant is 410A. • Crown is using solar panels at our Mexico and China facilities. • Crown has replaced the majority of metal-halide lighting with LED lighting in their manufacturing facilities which has generated a huge amount of energy savings. • More than 570,000 square meters of brownfield space redeveloped	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	• The Ohio EPA has recognized Crown as a three-time recipient of the Environmental Excellence gold-level award in Ohio. • Crown submits to the Ecovadis Platform annually. • We purchase SFI Certified Sourced copy and print paper. • Crown is identifying life cycle analysis of several processes within our facilities (wire harness assembly, stator mfg, engine building as examples) and then evaluating the environmental impacts that are generated from these processes. This identification process is part of each plants’ objectives and targets to support their ISO 14001 obligations. • Crown's Encore Certified Renewed Forklift program and our Renewed Components program allows us to recycle 99% of the forklifts and parts in the program.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Crown Equipment is a large business. We work with suppliers that are certified in the below categories: • 28 Certified Small Businesses • 8 Certified Minority Owned • 20 Certified Woman Owned • 3 Certified Veteran Owned	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique features of Crown is that we are a privately held US owned and operated company. Most other companies in the material handling market are publicly traded companies that answer to the stockholders and/or foreign owned. Being privately held has given us stability and the flexibility to make decisions based upon our customer’s needs versus always considering the bottom line. For example, most, if not all, MHE providers use plastics throughout their forklifts where it may not always be practical in rough material handling environments. Crown made the decision that steel power unit doors and castings for control handles will be better suited for longevity for our customers. It costs more, but the customer can rest assured that their equipment will be up to the task for years to come. Crown is vertically integrated in the manufacture of our products. This means we manufacture up to 85% of the components in our forklifts. This corresponds to better quality control by allowing us to quickly identify and address concerns as they come up. This includes labor, burden, and process costs at the factory level. This advantage became even more evident during the COVID pandemic when many other manufacturers were unable to source parts due to overseas production interruptions. In addition, more than 65% of our distribution channel is Crown-owned, allowing Crown the ability to control costs at the retail level. The advantage of this, collectively, is Crown's ability to deliver high quality in the form of both products and services at very competitive prices on a global scale. It also ensures that parts are readily available. Crown employees live and work in many of the same areas that Sourcewell’s participating entities operate in and serve. This coupled with the quality, safety, and technological advantages of our products make Crown an ideal partner.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Crown offers a variety of standard and supplemental warranties covering our wide range of products. Crown's standard one-year warranty covers most of our products offered against defects in material and workmanship under normal and proper usage to the original purchaser. Highlights are as follows. • Wearable items such as wheels, tires, and light bulbs are covered for 90 days. • Crown shall provide both the labor and parts required to repair. • Batteries, chargers, and attachments not manufactured by Crown will not be covered and may have their own respective manufacturer warranty. • PTH manual pallet jack is not included and has its own warranty. • CB, CD, CG, CGC and CD are not included and have their own warranty. • See document Warranty Statements Page 1. Crown's CB/CD/CG/CGC product warranty covers these products against defects in material and workmanship under normal and proper usage to the original purchaser. Highlights are as follows: • Standard Warranty Period of 12 Months or 2,000 Hours of use. • Drive Train Warranty Period of 24 Months or 4,000 Hours of use. • Oil Cooled Disc Brake Warranty: 60 Months or 10,000 Hours of use. • The battery and third party attachments will not be covered and may have their own respective manufacturer warranty. • See Warranty Statements Page 2. Crown's PTH manual pallet jack has its own warranty which shall remain in effect for 6 months after delivery to the original purchaser. • This includes parts and labor for the first 3 months and parts only during the last 3 months. • See Warranty Statements Page 3. Crown also offers multiple supplementary warranties including but not limited to the following. • e-GEN Braking System – For Crown models equipped with e-GEN braking system for 2 years or 4000 hours parts and labor. See Warranty Statements Page 4. • Access 123 Modules – For Crown models equipped with Access 123 for 3 years or 6000 hours, parts and labor first year and parts only years two and three. See Warranty Statements Page 5. • C-5 Product Warranty – Includes warranties on specific parts from 1 to 5 years with varying hour limitations on items covered with parts. See Warranty Statements Page 6. • Supplemental Power Unit/Fork Weldment Guarantee for WP – Covers parts and labor for one year, and weldment coverage for years two through five. See Warranty Statements Page 7.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our standard 1-year warranty offered on most products does not include an hour limitation. The warranty documentation does indicate conditions when it would not be covered. Typically abuse, wearable items, not performing recommended maintenance etc. I have included our standard warranty in the solicitation. As described in question 47, the CB/CG/CD/CGC, PTH and other supplemental warranties do have hour limitations which are listed above and on the included attachment.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The applicable warranties will cover the Crown authorized branch/dealer for one round trip of travel if a valid claim and within the warranty period. If additional trips are deemed necessary, we have an internal process to approve if necessary and valid.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Crown is not aware of any geographic areas that we may not be able to service in the US and Canada. There may be conditions where an entity may have heightened security restrictions to access the facility, or other out of the normal scope of business conditions that may need to be handled on a case-by-case basis.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties from other manufacturers of items such as third-party attachments will be covered under their warranty and servicing dealers. In some circumstances that may be our branch or dealer. We will assist and guide the customer to the right supplier if not Crown.	*

51	What are your proposed exchange and return programs and policies?	Situations that require a return are extremely rare and occur much less than 1% of the time. Crown does not typically allow returns, but these can be handled on a case-by-case basis depending upon the criteria that initiated the need. Exchanges are also extremely rare. These situations will also be handled on a case-by-case basis and may be considered but it may be based upon trade in value of the item and not purchase price. In either a return or exchange scenario, Crown will in good faith consider all factors before arriving at a decision. Our mutual customer's satisfaction is very important, and we do not take that lightly.	*
52	Describe any service contract options for the items included in your proposal.	Crown dealers and branches offer a variety of service options that cater to our customer's needs. They include, but are not limited to, the following. Time and Material This is ideal for customers that prefer to manage their own repairs. The customer would be responsible for ensuring planned and other needed maintenance is performed. Our dealer/branch would be utilized at time and material if needed and billed when service is rendered. Planned Maintenance Program This program covers all the essentials and the basic maintenance that should be performed to help ensure that a lift truck's functions and features operate as intended. When our dealer/branch perform this regular interval maintenance, any items outside of the planned maintenance program would be quoted and billed at time of needed repair. Full Maintenance Program Crown's Full Maintenance program covers both planned and routine maintenance for the customer's peace of mind. It covers all unscheduled maintenance, repairs due to normal truck operation, and planned maintenance. It does not cover wearable items or abuse. Those items would be billed separately when needed. Complete Maintenance Program Covers all planned and routine maintenance, repairs due to normal truck operation, misuse and abuse up to $500 or less per incident, and wearable items. This is the most complete maintenance option. All the maintenance options can have the battery and charger maintenance optioned out with them. The maintenance program pricing may be dependent upon region and hour usage. These would be quoted as a line-item option to the customer at time of quote. Please visit https://www.crown.com/en-us/service-parts/integrity-service.html for additional information.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Crown's standard payment terms are Net 10. For Sourcewell's participating entities we will be offering extended payment terms of Net 30. Payment methods accepted by our dealers/branches may include ACH, P-card (additional charges may apply), checks, money orders, and possibly cash for smaller orders such as parts.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Crown Equipment Corporation has internal and external funding sources through partnership agreements. Crown Credit Company provides financing for short and long-term leasing options. Additionally, Crown's worldwide operating companies have regional and local financing sources. Crown does offer a program to purchase and lease back new and existing equipment. This program can include maintenance. This type of arrangement is predicated upon replacing equipment with Crown supplied equipment. Independent dealers may have their own leasing and financing options that can include third party funding sources. In the event of a finance or lease option, Crown will review the documentation to ensure that the rates were based upon the discounted price.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Crown will be including our standard terms and conditions to our proposal. Please reference FORM_OF04859_Terms and Conditions of Sale (Rev. 05-22).pdf. When independent dealers are involved, they may include their own terms and conditions which will be included when quoting participating entities. Additionally, branch and independent dealer locations may include additional terms and conditions regarding items such as service agreements, leasing, and financing which may come from third parties. These would be included when quoting.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Crown's wholly owned branch network will be able to accept P-card and currently the fee of using this service is 2.5% where local laws and regulations permit it. This fee is subject to change. The majority of Crown's independent dealer network will be able to accept a P-card payment. The fee for procurements through independent dealers may range from 0-4%.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Crown desired to differentiate ourselves while adding the most value possible to Sourcewell and their participating entities. To achieve this, we began by determining the most common specifications/options for each model in Class I-V products that we currently offer. We then used that as a basis for what we would offer on our submission. Depending upon model, this may include truck, normally optional items, a battery, charger, and basic dealer prep. With this approach we were able to offer a unique real-world unit to Sourcewell participating entities with deep additional savings of upwards of 30%. This was achieved in part due to the common specifications and parts that we regularly offer. This pricing model also ensures that the Sourcewell participating entities can easily identify all items included in their contract price with no surprises. It also gives Crown the flexibility to potentially offer online purchasing options for Sourcewell participating entities and to have specific marketing collateral. Please see attached document “Price Structure – Sourcewell 2024” which indicates the additional savings off standard pricing offered to Sourcewell.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Crown has offered additional savings from standard discounted pricing which ranges from 4% to 30%.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Crown is offering very aggressive discounting in our proposed pricing strategy with the anticipation of considerable overall volume with a Sourcewell contract. However, with the knowledge that we can always offer lower pricing to Sourcewell participating entities, we will consider additional individual order volume discounts when reasonable with our dealers and branches.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Any “open market” items not included in this proposal, will be listed as line item(s) by the branch or dealer at time of quotation.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our pricing matrix includes a standard pre-delivery inspection and basic installation. This may assume that equipment be furnished by the entity’s site for assembly (standing up a unit, installing a battery) when needed and that there are no abnormal conditions for setting up the equipment. Although rare, installation may have additional cost if the entity does not have equipment available to assist, in which case we may have to rent a crane, forklift, or other equipment. Another example, if a customer has unusual conditions to get the unit into the facility such as extremely low door heights or tight dock conditions, there may also be additional costs. This is not all inclusive of possible scenarios that may require additional installation costs. Any costs outside of the normal pre-delivery inspection and installation process will be quoted as a line item to the customer by the branch/dealer.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is an additional cost to the Sourcewell participating entity that will be quoted by the branch or dealer. Crown utilizes many carriers and logistics companies to ensure our customers gets the best price possible for freight. Freight may go direct to the customer’s site if they have a full dock that a semi-truck and trailer could utilize, or it may first go to the branch/dealer location and then delivered on a rollback or similar truck. A Sourcewell participating entity may also have the option to arrange their own freight from our factory locations at no charge; provided the carrier meets certain requirements	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Crown and our respective dealers have freight forwarders that we work with regularly that handle Alaska, Hawaii, and Canada. Some participating entities may choose to use their own freight forwarders and that can be accommodated as well. These costs will be quoted to the customer as line items.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Crown regularly has freight going throughout the US and Canada. We consolidate many of these loads at our factories and ship them to regional facilities. We also utilize rail for many west coast consolidated loads. This saves money on freight for Crown and the customer. Thanks to our extensive dealer/branch network, we can also drop ship products to customers that may not have a dock available.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	As described in Table 11 and Table 12, Crown has taken close consideration to create a unique packaged product that will meet the needs of the most users. This allowed us to offer deeper discounts than what is typical due to the commonality of specs and parts being used. This approach enables flexibility if needed, but by design ensures an easy to understand and maintain pricing guide for the participating entities and Crown dealers/branches.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Crown plans to ensure dealer/branch adherence of the contract by using our internal systems. To ensure compliance, Crown will be paying the administrative fee from our corporate headquarters. In order to obtain the special pricing we have offered, dealers/branches will have to input the correct discount code when entering the order. This will require a quote, and a signed purchase order from the customer. We will review the order to ensure it is placed with the correct pricing and contractual terms prior to acceptance. This will allow us to quickly view all Sourcewell orders via a system generated report. Previously mentioned training will also be used to ensure the dealers/branches are utilizing and adhering to the contract. Dealers and branches may also be required to complete quarterly reports indicating sales to Sourcewell participating entities to check any discrepancies with our system. There will be no penalty or disadvantage for the dealer/branch to report Sourcewell sales since Crown headquarters is paying the administrative fee. Any orders discovered that did not follow the contract or pricing will be addressed and corrected. Crown also requires the name of a customer to place an order in our system or to register a user for warranty. Crown plans on reviewing order and warranty records as another way of determining compliance and auditing. This will be used for educational purposes as well. For example, if a dealer sold a unit to a local school entity but did not utilize Sourcewell it will be a chance to inform them of the benefits of using the contract in the future.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Crown plans to begin by developing primary objectives to formulate a KPI. This will serve as the basis to create quantifiable metrics to gauge success. This may include, but may not be limited to: • Monthly, Quarterly, and Annual Reports. • Reports may include specific products, regions, and individual dealers/branches/salesperson. • Relevant information from reports may be shared with various departments such as regional sales managers, upper management, dealers/branches, marketing, and training. • The Government Sales Department will act as a project manager to help interpret and guide efforts of each area to achieve Crown's strategic objectives. • This will help each area understand resource allocation for marketing efforts and training by highlighting success and underperformance. • Additionally, surveys may be utilized and sent to our dealers/branches. This may assist in determining future additions to the contract, overall knowledge/adoption/training, marketing success/failures, and general feedback.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Crown will offer 1.5% of the purchase price less freight, taxes (as applicable), and additional items not covered by the contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Crown has offered Class I, II, III, IV and V products in our proposal. This includes, manual pallet jacks, walkie and rider pallet trucks, tow tractors, walkie stackers, order pickers, turret trucks, reach trucks, deep reach trucks, and cushion/pneumatic forklifts. Electric, propane and diesel options are offered. Capacities ranging from 2,000 lb to 36,000 lb are represented. Crown can also offer additional services and products including, but not limited to: 1. Operator and Fleet Management Service – InfoLink®: Visit https://www.crown.com/en-us/fleet-management/infolink.html 2. Lithium-Ion Battery & Charger Solutions – Visit https://www.crown.com/en-us/batteries-and-chargers/lithium-ion-battery.html 3. Site Surveys (Typically No Charge) 4. Fuel Cell Options 5. Battery and Charger Tracking – Visit https://www.crown.com/en-us/v-force-energy-solutions.html 6. Maintenance Options – Visit https://www.crown.com/en-us/service-parts/integrity-service.html 7. Operator and Technician Training Options – Visit https://www.crown.com/en-us/safety-training.html 8. FleetSTATS® Fleet Management System – Visit https://www.crown.com/en-us/fleet-management/fleetstats.html 9. Semi and Fully Automated Products a. Dual-Mode (Fully Automated or Operator Ran): Visit https://www.crown.com/en-us/automation/dualmode.html b. QuickPick Rapid: Visit https://www.crown.com/en-us/forklifts/quickpick-order-picker.html c. APS for Turret (Auto Positioning System): Visit https://www.crown.com/en-us/forklifts/man-up-order-pickers/tsp-turret-stockpicker.html 10. Future Technologies – Crown is always developing and testing technologies that will be available soon to complement our offering to Sourcewell. 11. Crown is in the final stages of releasing a 5K-6K pneumatic electric unit and additional diesel units up to 55K capacity. Crown plans on updating Sourcewell to add these if awarded. *
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The subcategories offered are as follows. • Class I: Stand-Up Counterbalance, Sit Down Counterbalance (3 and 4-Wheel Options), Cushion and Pneumatic Tire. • Class II: Narrow Aisle, Moving Mast Sit-Down Reach Truck, Stand-Up Rider Reach Truck, Double Deep Reach Truck, High-Level Order Picker, Very Narrow Aisle Turret Truck. • Class III: Low-Level Order Picker, Order Picker with Auxiliary Mast, Center-Control Pallet Truck, Walkie Rider Pallet Truck, Rider Pallet Truck, Tow Tractor, Fork Over Pallet Stacker, Walkie Straddle Stacker, Walkie Reach Stacker, Walkie Counterbalanced Stacker, Electric Pallet Jack, Work Assist Vehicle. • Class IV: Small, Mid and Large Capacity Internal Combustion, Propane, Cushion Tire, Box Car Special. • Class V: Small, Mid and Large Capacity Internal Combustion, Propane or Diesel, Pneumatic Tire. *

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Class I: Electric Motor Rider Trucks	(•) Yes ( ) No	CB – 8,000 to 10,000 lb Sit-Down Counterbalance FC – 4,000 to 6,500 lb 4-Wheel, Sit-Down Counterbalance RC – 3,000 to 4,000 lb Stand-Up Counterbalance SC – 3,000 to 4,000 lb 3-Wheel, Sit-Down Counterbalance SCF – 3,500 to 4,300 lb 4-Wheel, Sit-Down Counterbalance *

72	Class II: Electric Motor Narrow Aisle Trucks	(•) Yes ( ) No	ESR – 3,000 to 4,500 lb Sit-Down Reach Truck RR – 3,500 to 4,500 lb Stand-Up Reach Truck RD – 3,200 lb Stand-Up Double Reach Truck RM – 4,500 lb MonoLift Mast Reach Truck RMD – 4,500 lb MonoLift Mast Double Reach Truck SP – 1,500 to 3,000 lb High-Level Order Picker TSP – 3,300 Very Narrow Aisle Turret Truck	*
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	(•) Yes ( ) No	ES – 3,500 lb Fork Over Pallet Stacker GPC – 6,000 lb Low-Level Order Picker M – 2,000 lb Walkie Stacker MPC – 2,600 lb Order Picker with Mast PC – 6,000 and 8,000 lb Center-Control Pallet Truck PE – 6,000 and 8,000 lb Walkie Rider Pallet Truck PR – 6,000 & 8,000 lb Rider Pallet Truck PW – 6,000 and 8,000 lb Heavy-Duty Walkie Pallet jack RT – 4,500 lb Rider Pallet Truck TR – 10,000 lb Tow Tractor SH – 4,000 lb Heavy Duty Walkie Straddle Stacker SHC – 2,500 to 4,000 lb Heavy Duty Counterbalance Walkie Stacker SHR – 2,500 to 3,500 lb Heavy Duty Walkie Straddle Reach Stacker ST – 2,500 lb Walkie Straddle Stacker SX – 3,000 & 4,000 lb Walkie Straddle Stacker WP - 4,500 lb Electric Pallet Jack WAV – 200 lb Man Up Work Assist Vehicle	*
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	(•) Yes ( ) No	C5C – 4,000 to 6,500 lb Internal Combustion Cushion Tire LPG Forklift CGC – 3,000 to 4,000 & 8,000 to 12,000 lb Internal Combustion Cushion Tire Forklift	*
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	(•) Yes ( ) No	C5P – 4,000 to 6,500 lb Internal Combustion Pneumatic Tire LPG Forklift CGP – 3,000 to 4,000 & 8,000 to 15,500 lb Internal Combustion Pneumatic Tire Fortlift C5D – 5,000 & 6,500 lb Pneumatic Diesel, Internal Combustion Truck CD – 8,000 to 36,000 lb Pneumatic Diesel, Internal Combustion Truck	*
76	Class VI: Electric and Internal Combustion Engine Tractors	( ) Yes (•) No	Not Available	*
77	Class VII: Rough Terrain Forklift Trucks	( ) Yes (•) No	Not Available	*
78	Container Handlers (Reach stackers, loaded or empty container handlers)	( ) Yes (•) No	Not Available. Some of our Class V CD series trucks can be outfitted with attachments that can handle containers. Some of these are also used by customers today with containers that have fork pockets.	*

79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	(•) Yes ( ) No	We offer many different attachments that can be used in applications that have special needs. This may include, but not limited to, carton clamps, layer pickers, bale clamps, fork extensions, drum clamps, sideshifters and fork positioners. There are numerous customizable attachments and accessories that can be offered.	*
80	Related services complementary to the offering of the solutions described in Sections 71-78 above	(•) Yes ( ) No	Crown has offered our PTH manual pallet jack line which does not have a specified class. We also offered lead-acid batteries and chargers included on all electric units. Crown offered optional V-Force lithium-ion battery and charger pricing. As indicated previously, we also offered Infolink operator and fleet management service and FleetSTATS fleet management options for the Sourcewell eligible entities. Other items such as service will be line-itemed at time of quote given the number of variables such as geographic location, hours, and model.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Price Structure - Sourcewell 2024.pdf - Thursday May 23, 2024 14:12:59
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - Crown Equipment Marketing Samples.pdf - Thursday May 23, 2024 11:33:14
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Statements.pdf - Monday May 20, 2024 14:23:39
- Standard Transaction Document Samples - FORM_OF04859_Terms and Conditions of Sale (Rev. 05-22).pdf - Monday May 20, 2024 13:51:09
- Requested Exceptions - Contract_Template_Forklifts_RFP_053024 Crown mkd 5.16.24 (002).docx - Monday May 20, 2024 13:51:19
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tom Keller, Vice President - Global Accounts, Crown Equipment Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Forklifts_Lift Trucks_RFP053024 Thu May 23 2024 09:20 AM	☑	1
Addendum_1_Forklifts_Lift Trucks_RFP053024 Fri April 12 2024 08:51 AM	☑	1

City Council Meeting **I. 11.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the agreement with Watearth, Inc. for the San Timoteo Canyon, Live Oak Canyon, and Alessandro Road drainage study, to incorporate additional tasks, extend the term, and increase the total agreement amount from $128,377 to an amount not to exceed $159,901 (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 Watearth, Inc. for the San Timoteo Canyon, Live Oak Canyon, and Alessandro Road drainage study.

RECOMMENDATION:

Staff recommends that the City Council approve a First Amendment to the Agreement with Watearth, Inc. for the San Timoteo Canyon, Live Oak Canyon, and Alessandro Road drainage study, to incorporate additional tasks, extend the term, and increase the total agreement amount from $128,377 to an amount not to exceed $159,901.

DISCUSSION:

The Streets Division is charged with providing maintenance and repair of 314 miles of streets and 90 miles of storm drains, and related systems to ensure safe, functional, and efficient transportation and drainage networks within city limits.

In November 2024, the City Council approved a professional services agreement with Watearth, Inc. to perform a drainage study in San Timoteo Canyon, Live Oak Canyon, and Alessandro Road for an amount not to exceed $128,377. Watearth, Inc. initiated its drainage study in January 2025. However, due to the absence of available as-built drawings detailing existing culverts within the study area, the team could not proceed as planned and had to temporarily pause the study. To move forward, Watearth, Inc. needs to return to the project area to conduct further surveys. This will involve measuring specific dimensions and gathering additional information necessary to complete the drainage study accurately.

The consultant recommends the inclusion of additional tasks and extending the term of the agreement from May 30, 2025 to September 30, 2025, to ensure the successful and timely completion of the drainage study. The First Amendment attached to this report will increase the agreement from $128,377 to an amount not to exceed $159,901 to allow contracted services to continue until September of this year. The additional $31,524 will ensure the accuracy of the drainage study.

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

PREPARED BY:

Jocelynn Butters, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2024-25
Revenue Generating: N
Appropriation Required Y/N: N
Account No.: 101304
Discussion:

The additional $31,524 necessary for the amendment is available within the Street Maintenance Division FY 2024-25, as approved by City Council.

Attachments

Watearth, Inc. Agreement
Watearth, Inc 1st Amendment

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Live Oak Canyon Road, San Timoteo Canyon Road and Alessandro Road Drainage Study ("Agreement") is made and entered in this 19th day of November, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Watearth, Inc., a Texas 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 Live Oak Canyon Road, San Timoteo Canyon Road and Alessandro Road Drainage Study 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 and Community Services 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 reference.

4.2 Consultant shall complete the Services by May 30, 2025, unless the Services are terminated earlier as provided for 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 be in the amount of One Hundred Twenty-Eight Thousand Three Hundred Seventy-Seven Dollars ($128,377). City shall pay Consultant in accordance with Exhibit "B," titled "Fee Schedule" which is attached hereto and incorporated herein by this 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:	CONSULTANT:
City Clerk	Jennifer J. Walker, CEO/President
City of Redlands	Watearth, Inc.
35 Cajon Street	1050 Ramon Road Suite 1
P.O. Box 3005 (mailing)	Palm Springs, CA 92264
Redlands, CA 92373	jwalker@watearth.com
jdonaldson@cityofredlands.org	Phone: (213) 248-4554
Phone: (909) 798-7531	Fax: (800) 519-3774

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
Eddie Tejeda, Mayor

WATEARTH, INC.

By: Jennifer J Walker
Jennifer J. Walker, CEO/President

ATTEST:

Jeanne Donaldson
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task 1. Project Initiation

Kickoff Meeting
Schedule a meeting with relevant stakeholders, including City representatives, engineers, and project managers. Clearly define objectives, and constraints of the drainage study. Consultant to issue agenda and meeting minutes.

Task 2. Site Assessment and Data Collection

Document Collection
Gather existing data, including historical records, maps, models, and any prior studies related to drainage in the area. If an upstream issue is identified during the course of the project as a significant contributor to the erosion and sedimentation issues within the project, this should be brought to a discussion before the project proceeds.

Field Reconnaissance
Conduct a detailed reconnaissance of the roads (Live Oak Canyon, San Timoteo Canyon, and Allesandro Rd.). Observe land use, hydrologic, and hydraulic characteristics and document results of site visit with photographs and field notes.

Gather Hydrological Data
Gather rainfall data, runoff patterns, flow rates, and DEM's/LIDAR if available from public sources.

Infrastructure Assessment
Evaluate existing drainage systems, including pipes, culverts, drainage structures, and ditches.

Soil Desktop Investigation
Assess soil conditions and permeability from desktop data; field investigation of soils or by geotechnical engineer is not anticipated to be necessary.

Task 3. Hydraulic and Hydrological Analysis

Set Parameters
Determine design rainfall events for the area. Delineate drainage area. Calculate hydrologic parameters.

Hydrological Modeling
Model hydrologic runoff. Evaluate stormwater quality and sediment for existing and proposed conditions. SWMM model is anticipated to be used.

Hydraulic 1D Modeling

Analyze the capacity of existing drainage infrastructure using 1D hydraulic modeling. HEC-RAS model is anticipated to be used.

Flood Risk Assessment
Identify flood-prone areas and key safety risks.

Task 4. Design Alternative

Conceptual Design
Develop up to 3 drainage solutions (e.g., improved culverts, drainage structures, channels, retention basins, swales) to a conceptual (10%) level, including approximate sizing and locations.

Cost Estimation
Estimate costs for the concept design and compare to known costs of maintenance provided by City over a 3-year period.

Task 5. Report Preparation

Prepare Technical Report
Prepare a technical memorandum detailing data evaluation and recommendations and documenting process, including exhibits and graphics, and following the reader-friendly documentation format. This task will include an internal QA/QC review of methodology and results to be incorporated into the deliverable. Deliverable will be issued as a draft for City review and as a final.

EXHIBIT "B"

FEE SCHEDULE

	Task	Principal $ 375.00	Project Manager $ 190.00	Sr. Water Resources Engineer $ 235.00	Senior Hydrology Engineer $ 185.00	Project Engineer $ 165.00	Senior Designer $ 175.00	GIS Support $ 145.00	Technical Editor $ 100.00	Administrative Assistant $ 100.00	Total Hours	Totals
Task 1:	**Project Initiation**	**0.0**	**9.0**	**0.0**	**10.0**	**24.0**	**0.0**	**14.0**	**0.0**	**0.0**	**57.0**	**$ 9,550.00**
a	Kickoff Meeting	0.0	4.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	10.0	$ 1,790.00
b	Document Collection	0.0	5.0	0.0	6.0	24.0	0.0	12.0	0.0	0.0	47.0	$ 7,760.00
Task 2:	**Site Assessment and Data Collection**	**0.0**	**9.0**	**2.0**	**10.0**	**50.0**	**0.0**	**16.0**	**0.0**	**0.0**	**87.0**	**$ 14,600.00**
a	Field Reconnaissance	0.0	1.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	11.0	$ 1,840.00
b	Gather Hydrological Data	0.0	3.0	0.0	6.0	16.0	0.0	8.0	0.0	0.0	33.0	$ 5,480.00
c	Infrastructure Assessment	0.0	3.0	2.0	0.0	16.0	0.0	8.0	0.0	0.0	29.0	$ 4,840.00
d	Soil Desktop Investigation	0.0	2.0	0.0	4.0	8.0	0.0	0.0	0.0	0.0	14.0	$ 2,440.00
Task 3:	**Hydraulic and Hydrological Analysis**	**6.0**	**32.0**	**0.0**	**76.0**	**162.0**	**0.0**	**60.0**	**0.0**	**0.0**	**336.0**	**$ 57,820.00**
a	Set Parameters	1.0	4.0	0.0	12.0	24.0	0.0	0.0	0.0	0.0	41.0	$ 7,315.00
b	Hydrological Modeling	2.0	10.0	0.0	32.0	64.0	0.0	0.0	0.0	0.0	108.0	$ 19,130.00
c	Hydraulic 1D Modeling	2.0	8.0	0.0	24.0	52.0	0.0	0.0	0.0	0.0	86.0	$ 15,290.00
d	Flood Risk Assessment	1.0	10.0	0.0	8.0	22.0	0.0	60.0	0.0	0.0	101.0	$ 16,085.00
Task 4:	**Design Alternative**	**4.0**	**12.0**	**40.0**	**0.0**	**0.0**	**66.0**	**0.0**	**0.0**	**0.0**	**124.0**	**$ 25,480.00**
a	Conceptual Design	4.0	9.0	24.0	0.0	0.0	60.0	0.0	0.0	0.0	97.0	$ 19,350.00
b	Cost Estimation	2.0	3.0	16.0	0.0	0.0	6.0	0.0	0.0	0.0	27.0	$ 6,130.00
Task 5:	**Report Preparation**	**4.0**	**11.0**	**6.0**	**12.0**	**72.0**	**0.0**	**8.0**	**6.0**	**0.0**	**119.0**	**$ 20,860.00**
a	Prepare Technical Report	4.0	11.0	6.0	12.0	72.0	0.0	8.0	6.0	0.0	119.0	$ 20,860.00
	Subtotal All Tasks	**16.0**	**73.0**	**48.0**	**108.0**	**308.0**	**66.0**	**98.0**	**6.0**	**0.0**	**723.0**	**$ 128,310.00**
Expenses												
	Mileage (1 trips @ 100mi RT @ $0.67/mi)											$ 67.00
	Subtotal Expenses											$ 67.00
	Overall Total											$ 128,377.00

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.

WATEARTH, INC.

By: Jennifer J. Walter
Jennifer J. Walter, CEO/President

Date: 11/18/2024

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of Live Oak Canyon Road, San Timoteo Canyon Road and Alessandro Road Drainage Study ("Agreement"), dated November 19, 2024, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Watearth, Inc, a Texas corporation ("Consultant"), is made and entered into this 6th day of May, 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically regarding Compensation to Consultant and to amend the term of the agreement to September 30, 2025.

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 4.2 of the Agreement, entitled "Performance of Services" ," is hereby amended to read as follows:

"Consultant shall complete the Services by September 30, 2025, unless the Services are terminated earlier as provided for herein."

Section 2. 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 Fifty Nine Thousand Nine Hundred One Dollars ($159,901.00). City shall pay consultant on a time and materials basis up the the not to exceed amount in accordance with Exhibit "B" titled, "Fee Schedule" which is attached hereto and incorporated herein by reference."

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of May 6, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

WATEARTH, INC

By: _____
Jennifer J. Walker, P.E.

EXHIBIT "B"
FEE SCHEDULE

	Task	Principal $ 375.00	Project Manager $ 190.00	Sr. Water Resources Engineer $ 235.00	Senior Hydrology Engineer $ 185.00	Project Engineer $ 165.00	Senior Designer $ 175.00	GIS Support $ 145.00	Technical Editor $ 100.00	Administrative Assistant $ 100.00	Total Hours	Totals
Task 1: Project Initiation		**0.0**	**9.0**	**0.0**	**10.0**	**24.0**	**0.0**	**14.0**	**0.0**	**0.0**	**57.0**	**$ 9,550.00**
a	Kickoff Meeting	0.0	4.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	10.0	$ 1,790.00
b	Document Collection	0.0	5.0	0.0	6.0	24.0	0.0	12.0	0.0	0.0	47.0	$ 7,760.00
Task 2: Site Assessment and Data Collection		**0.0**	**10.0**	**4.0**	**10.0**	**50.0**	**18.0**	**18.0**	**0.0**	**0.0**	**110.0**	**$ 18,700.00**
a	Field Reconnaissance	0.0	1.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	11.0	$ 1,840.00
b	Gather Hydrological Data	0.0	3.0	0.0	6.0	16.0	0.0	8.0	0.0	0.0	33.0	$ 5,480.00
c	Infrastructure Assessment	0.0	3.0	2.0	0.0	16.0	0.0	8.0	0.0	0.0	29.0	$ 4,840.00
d	Soil Desktop Investigation	0.0	2.0	0.0	4.0	8.0	0.0	0.0	0.0	0.0	14.0	$ 2,440.00
e	Stormwater Infrastructure Survey (Scope Change)	0.0	1.0	2.0	0.0	0.0	18.0	2.0	0.0	0.0	23.0	$ 4,100.00
Task 3: Hydraulic and Hydrological Analysis		**6.0**	**34.0**	**4.0**	**76.0**	**186.0**	**4.0**	**62.0**	**0.0**	**0.0**	**372.0**	**$ 64,090.00**
a	Set Parameters	1.0	4.0	0.0	12.0	24.0	0.0	0.0	0.0	0.0	41.0	$ 7,315.00
b	Hydrological Modeling	2.0	10.0	0.0	32.0	64.0	0.0	0.0	0.0	0.0	108.0	$ 19,130.00
c	Hydraulic 1D Modeling	2.0	8.0	0.0	24.0	52.0	0.0	0.0	0.0	0.0	86.0	$ 15,290.00
d	Flood Risk Assessment	1.0	10.0	0.0	8.0	22.0	0.0	60.0	0.0	0.0	101.0	$ 16,085.00
e	Incorporating Survey into Hydraulic Modeling (Scope Change)	0.0	2.0	4.0	0.0	24.0	4.0	2.0	0.0	0.0	36.0	$ 6,270.00
Task 4: Design Alternative		**9.0**	**16.0**	**76.0**	**0.0**	**0.0**	**127.0**	**0.0**	**0.0**	**0.0**	**228.0**	**$ 46,500.00**
a	Conceptual Design	4.0	9.0	24.0	0.0	0.0	60.0	0.0	0.0	0.0	97.0	$ 19,350.00
b	Cost Estimation	2.0	3.0	16.0	0.0	0.0	6.0	0.0	0.0	0.0	27.0	$ 6,130.00
c	Additional Conceptual Design (Scope Change)	2.0	2.0	22.0	0.0	0.0	55.0	0.0	0.0	0.0	81.0	$ 15,925.00
d	Additional Cost Estimation (Scope Change)	1.0	2.0	14.0	0.0	0.0	6.0	0.0	0.0	0.0	23.0	$ 5,095.00
Task 5: Report Preparation		**4.0**	**11.0**	**6.0**	**12.0**	**72.0**	**0.0**	**8.0**	**6.0**	**0.0**	**119.0**	**$ 20,860.00**
a	Prepare Technical Report	4.0	11.0	6.0	12.0	72.0	0.0	8.0	6.0	0.0	119.0	$ 20,860.00
	Subtotal All Tasks	**19.0**	**80.0**	**90.0**	**108.0**	**332.0**	**149.0**	**102.0**	**6.0**	**0.0**	**886.0**	**$ 159,700.00**
Expenses												
	Survey Site Visit Mileage (2 trips @ 100mi RT @ $0.67/mi)											$ 134.00
	Mileage (1 trips @ 100mi RT @ $0.67/mi)											$ 67.00
	Subtotal Expenses											$ 201.00
	Overall Total											$ 159,901.00

City Council Meeting **I. 12.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Public Works Construction Contract with Mesa Energy Systems Inc. in an amount not to exceed $185,884 for a new HVAC system at Joslyn Sr. Center, approve an additional appropriation, and determine that this project is exempt from environmental review pursuant to Section 15304 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 recommendation is appropriate, the following motions are provided:

1. I move that City Council determine that the project is exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act.

2. I move that City Council approve the Public Works Construction Contract with Mesa Energy Systems, Inc. for the HVAC Replacement Project at Joslyn Sr. Center in an amount not to exceed $185,884.

3. I move to approve the additional appropriation in the amount of $71,173 to allocate funds from the Joslyn Sr. Center donation reserve account.

RECOMMENDATION:

Staff recommends that the City Council determine that the project is exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act, approve the additional appropriation, and approve the Public Works Construction Contract with Mesa Energy Systems, Inc. for the HVAC Replacement Project at Joslyn Sr. Center in an amount not to exceed $185,884.

DISCUSSION:

The Joslyn Senior Center has recently been updated to include a new commercial kitchen, renovated restrooms, and new flooring in an effort to modernize and enhance the facility and better accommodate the programming provided there. The current HVAC units in the building are at the end of their useful life and require replacement to ensure proper function and efficiency. Additionally, the Joslyn Senior Center acts as a cooling center in the summer months, so reliable, efficient units are paramount to this function.

In October 2024, the City applied for funding from the U.S. Department of Energy Office of the State and Community Energy Programs Energy Efficiency and Conservation Block Grant Program (EECBG) for the purchase of equipment through their voucher reimbursement program for the replacement of the HVAC system and was subsequently awarded $133,300. The City accepted the award at its meeting on March 18, 2025, for the purchase of the equipment. The installation and auxiliary costs will be funded through donations collected to support the Joslyn Senior Center.

Staff evaluated the bids for conformance with the City's purchasing ordinance, and verified the total price as shown in the table below:

BIDDER	BID AMOUNT
KMA HVAC & Construction, Moreno Valley, CA	$177,900.00*
Mesa Energy Systems, Inc., Irvine, CA	$185,884.00
American Construction Company, Anaheim, CA	$197,847.00
Allison Mechanical, Redlands, CA	$214,000.00
Direct AC, Inc., Riverside, CA	$217,138.00
BNS Construction, Tarzana, CA	$255,180.00
Simco Mechanical Inc., Alta Dena, CA	$281,000.00
Seacliff Mechanical Services, Los Alamitos, CA	$285,958.00
F.M. Thomas Air Conditioning, Brea, CA	$292,237.00
Final Touch Construction & Design, Fontana, CA	$303,775.00
MMJ Construction Inc., Temecula, CA	$488,606.00

*Bid disqualified: Bid Summary Table not complete.

Staff determined Mesa Energy Systems, Inc., of Irvine, CA, to be the lowest qualified bidder.

ALTERNATIVES:

The City Council may elect not to award a Public Works Construction Contract to Mesa Energy Systems Inc., and provide alternative direction to staff. Additional impacts could include loss of funding through the EECBG Voucher Program.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Tabitha Crocker, 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
Tricia Munoz, Development Services Management Analyst

PREPARED BY:
Kathleen Giorgianni, Sr. Administrative Assistant

Fiscal Impact

Fiscal Year:	2024-2026
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$204,473
Budgeted Y/N:	Y
Account No.:	multiple

Discussion:

The total cost of the project will be $204,473 ($185,884 plus a 10% contingency, 101309-8501). Installation will be funded through the Joslyn Senior Center donation account and the equipment will be funded through the EECBG Voucher Program up to $133,300 (Planning Grants Budget TY2024-2025 200164-8706).

Attachments

Bid Report
Public Works Contract
Resolution 8670 for the EECBG Grant
Additional Appropriation

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **16th day of January 2025 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Joslyn Sr. Center HVAC Project. Project No. FCS12162024KG**. 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	KMA HVAC & Construction, Moreno Valley, CA	Yes	Yes	$177,900.00
2	Mesa Energy Systems Inc., Irvine, CA	Yes	Yes	$185,884.00
3	American Construction Company, Anaheim, CA	Yes	Yes	$197,846.00
4	Allison Mechanical, Redlands, CA	Yes	Yes	$214,000.00
5	Direct AC, Inc., Riverside, CA	Yes	Yes	$217,138.00
6	BNS Construction, Tarzana, CA	Yes	Yes	$255,180.00
7	Simco Mechanical, Inc., Altadena, CA	Yes	Yes	$281,000.00
8	Seacliff Mechanical Services	Yes	Yes	$285, 958.00
9	F.M. Thomas Air Conditioning, Brea, CA	Yes	Yes	$292,237.00
10	Final Touch Construction & Design, Fontana, CA	Yes	Yes	$303,775.00
11	MMJ Construction, Inc., Temecula, CA	Yes	Yes	$488,606.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Kathleen Giorgianni

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of May 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 Mesa Energy Systems, 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: Joslyn Sr. Center HVAC Replacement , complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Joslyn Sr. Center HVAC Replacement (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of One Hundred Eighty-Five Thousand Eight Hundred Eighty-Four dollars ($185,884) 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 sixty (60) calendar days 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 ($500.00) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($ 500.00) 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.

[Signatures on Next Page]

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)

Mesa Energy Systems, 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
Facilities & Community Services Department
FCS12162024KG _
Joslyn Sr. Center HVAC Replacement

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.

_Mesa Energy Systems, Inc._____
(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 Mesa Energy Systems, Inc. (hereinafter designated as "Principal") have entered into an agreement dated May 6, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as FCS12162024KG-Joslyn Sr. Center HVAC Replacement 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, Mesa Energy Systems, Inc. as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Eighty Five Thousand Eight Hundred Eighty-Four dollars ($185,884) 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 Mesa Energy Systems, 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 May 6, 2025, and identified as FCS12162024KG- Joslyn Sr. Center HVAC Replacement 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 One Hundred Eighty Five Thousand Eight Hundred Eighty-Four dollars ($185,884) 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: ( )_____

RESOLUTION NO. 8670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING THE GRANT ACCEPTANCE AND EXECUTION OF THE GRANT FUNDS FROM THE U.S. DEPARTMENT OF ENERGY OFFICE OF STATE AND COMMUNITY ENERGY PROGRAMS AND ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EEBCG) PROGRAM

WHEREAS, the U. S. Department of Energy (DOE) received $550 million in funding from the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA) and the Energy Efficiency and Conservation Block Grant (EECBG) Program which is managed by the DOE Office of State and Energy Community Programs (SCEP) allocated $133,300 to the City of Redlands; and

WHEREAS, the EECBG Funding is intended to purchase energy efficient HVAC equipment for the Joslyn Senior Center; and

WHEREAS, the City of Redlands desires to undertake the Energy and Efficiency and Conservation Block Grant ("EECBG") Program and accept a grant in the amount of $133,300.00; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

Section 2. Approve a budget appropriation of $133,330.00 to the Intergovernmental Grants-State/County U. S. Department of Energy Office of State and Community Energy Program Energy Efficiency and Conservation Block Grant - Account No. 200164-8706.

Section 3. The City Manager of the City of Redlands, or designee is hereby authorized and directed to execute the funding agreement with the U.S. Department of Energy Office of State and Community Energy Programs and any amendments thereto.

Section 4. The City Manager of the City of Redlands, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.

1. Section 5. This Resolution shall become effective immediately upon adoption by the Redlands City Council.

ADOPTED, SIGNED AND APPROVED this 18th 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 No. 8670 was duly adopted by the City Council at a regular meeting thereof held on the 18th day of March 2025, by the following vote:

AYES: Councilmembers Barich, Tejeda, Davis, Shaw; Mayor Saucedo
NOES:
ABSENT:
ABSTAIN:

Jeanne Donaldson, City Clerk

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 5/6/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Rec and Sr. Services	101309	8501		$ 71,173.00
			$	$ 71,173.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
			$	$ 0.00

JUSTIFICATION: Funding for the HVAC replacement the Joslyn Sr. Center will be funded by combination of EECBG Grant ($133,300) and Joslyn Sr. Center Donation Reserve funds ($71,173). Release the $71,173 from the donation reserve to fund this project.

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. 13.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8682 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2025-2026 (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. 8682.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8682 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2025-2026.

DISCUSSION:

Ordinance No. 1900, approved by the voters in 1985, authorizes the City Council of the City of Redlands to establish a rate for the special tax assessment necessary to fund anticipated paramedic expenses, provided the special tax rate does not exceed the maximum allowance limits as set forth in Ordinance No. 1900. The Ordinance permits the continuation of the tax on each improved parcel of property, each residential unit in a multiple dwelling, or each of the mobile home sites in the City of Redlands. The San Bernardino County Auditor-Controller/Treasure/Tax Collector requires that this resolution be approved prior to August 10, 2025, in order to apply this special assessment to the tax rolls for Fiscal Year 2025-2026.

ALTERNATIVES:

Not adopt Resolution No. 8682 establishing the rate for the voter-approved special tax for emergency paramedic services.

STRATEGIC PLAN:

Priority B - Public Health and 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:	FY 2025-26
Revenue Generating:	Y
Appropriation Required Y/N:	N

Discussion:

The special assessment for Paramedic Service is expected to generate approximately $1,005,300 to Fund 205250 (Emergency Medical Services).

Attachments

Resolution No. 8682

RESOLUTION NO. 8682

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF REDLANDS SETTING THE SPECIAL TAX
FOR EMERGENCY PARAMEDIC SERVICE

WHEREAS, Ordinance No. 1900 permits the levy of a special tax by the City Council of the City of Redlands ("City Council") on each improved parcel of property, each residential unit in a multiple dwelling, and each mobile home site in the City of Redlands; and

WHEREAS, Ordinance No. 1900 further empowers the City Council to establish, by Resolution, the rate of special tax to fund anticipated expenses in an effort to provide an adequate level of paramedic service, but in no event, shall the special tax exceed the maximum allowable limits as set forth in Ordinance No. 1900.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. That the rate of the special tax for emergency paramedic service shall be as follows effective for the Fiscal Year 2025-2026 only:

Multi-family and Mobile Home Units			$ 29.70
Single Family (Including condominiums)			$ 39.70
Commercial and Industrial:			
0	to	4,999 Square feet	$ 39.70
5,000	to	9,999 Square feet	$ 79.45
10,000	to	19,999 Square feet	$ 119.20
20,000	to	39,999 Square feet	$ 158.95

Greater than 39,999 Square feet = $158.95 plus $39.70 for each 20,000 Square foot Increment of floor area, or portion thereof, in excess of 39,999 Square feet.

ADOPTED, SIGNED AND APPROVED THIS 6th day of May 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 6th day of May, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 14.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding (MOU) between the City of Redlands and the Indiana University School of Public Health-Bloomington for Mutual Beneficial Collaboration to utilize PulsePoint Respond to send notifications to community members about overdose prevention and naloxone (Fire Chief Sessler)

MOTION(S):

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

I move to approve the Memorandum of Understanding between the City of Redlands and the Indiana University School of Public Health-Bloomington.

RECOMMENDATION:

Staff recommends that the City Council approve the Memorandum of Understanding between the City of Redlands and the Indiana University School of Public Health-Bloomington to use PulsePoint Respond for sending notifications to community members about overdose prevention and naloxone. This agreement allows the Fire Department to access educational resources for promoting overdose prevention, while the University will receive data to assess and improve its research on public education efforts.

DISCUSSION:

The City of Redlands Fire Department subscribes to PulsePoint Respond, a service that alerts lay rescuers when an unconscious or unresponsive person in a public setting may need CPR. As part of this initiative, the University of Indiana will develop and provide a series of short, informative messages designed to educate subscribers about overdose awareness and naloxone use. These messages will be sent monthly for 12 months using PulsePoint's "push

messages” feature. Some messages will ask recipients whether they have received overdose education or carry naloxone, while others will encourage them to learn more.

Additionally, the University will supply the City with digital fliers and videos for optional use in outreach efforts. Research indicates that increasing community awareness of overdose risks and naloxone availability can help reduce fatal opioid overdoses. In return, the City will report back to the University on the number of smartphones that received each message.

Partnering with the University of Indiana helps the City of Redlands Fire Department share important information about overdose prevention and naloxone with the community. By sending out messages and educational materials, this partnership raises awareness and can help save lives by reducing fatal opioid overdoses.

ALTERNATIVES:

The City Council may choose not to approve the Memorandum of Understanding for Mutual Beneficial Collaboration.

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:
Kristina Rivas, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: 2024-2025

Discussion:

The fiscal impact of this mutually beneficial collaboration is minimal to the City of Redlands. There are no direct costs associated with utilizing PulsePoint Respond for sending notifications to community members, as the service is already subscribed to by the Fire Department. The City's primary role is to report data on message reach, which does not require significant resources. The collaboration provides valuable educational materials and support at no additional cost to the City, enhancing public health efforts without incurring additional expenses.

Attachments

MOU PulsePoint

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDLANDS AND THE INDIANA UNIVERSITY SCHOOL OF PUBLIC HEALTH-BLOOMINGTON REGARDING OPIOID EDUCATION AND PREVENTION COLLABORATION

This Memorandum of Understanding Regarding Opioid Education and Prevention Collaboration ("MOU") is dated this 6th day of May 2025 and is entered into by and between the Prevention Insights (PI) a Center within the Indiana University School of Public Health-Bloomington (the "UNIVERSITY), and the City of Redlands (the "CITY"). The UNIVERSITY and the CITY may be referred to herein individually as a "Party" and, together as the "Parties."

RECITALS

WHEREAS, the City of Redlands Fire Department currently has a subscription to the PulsePoint Respond program, which alerts certain layperson responders when an unconscious or unresponsive person in public may need cardiopulmonary resuscitation (CPR); and

WHEREAS, the UNIVERSITY will provide the CITY with a set of short messages to be sent monthly for a duration of 12 months using the "push messages" feature in PulsePoint (the exact timing can vary and will be laid out in the message document); and

WHEREAS, research evidence suggests that facilitating overdose education and increasing naloxone availability in a community can reduce the incidence of fatal opioid overdose; and

WHEREAS, the CITY has agreed to conduct outreach to PulsePoint responders in the community related to overdose and naloxone; and

WHEREAS, the UNIVERSITY will provide the CITY with selected resources to facilitate that outreach.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated into this MOU by this reference.

Section 2. Authority. Unless otherwise specified herein, all authority to act on behalf of the City of Redlands Fire Department pursuant to this MOU shall be exercised by Fire Chief Rich Sessler, or his designee. Unless otherwise specified herein, all authority to act on behalf of the University of Indiana pursuant to this MOU shall be exercised by University Treasurer Donald Lukes.

Section 3. Mutual Beneficial Collaboration

A. The UNIVERSITY will provide the CITY with a set of short messages to be sent monthly for 12 months using PulsePoint' s "Push Messages" feature. These messages will either: (a) ask recipients whether they have received overdose education and/or carry naloxone on their person, or (b) encourage recipients to learn more about overdose and naloxone. The exact timing of the messages will be outlined in the message document.

B. The UNIVERSITY will provide (or has already provided) the CITY with digital flyers and videos that may be used at their discretion.

C. The CITY agrees to send out the push messages as indicated and provide the UNIVERSITY with the number of smartphones that received each message (this data is generated by PulsePoint).

D. The CITY agrees to provide the UNIVERSITY with the following information to modify the push messages: (1) Whether specific information is needed to comply with local laws; (2) Whether the CITY is interested in providing supplemental information on local opioid education programs; (3) Whether the CITY is interested in providing information on where to access free or reduced-cost naloxone locally.

Section 4. Mutual Obligations Both parties shall solely be responsible for all the following:

A. The Parties agree to abide by all applicable laws, regulation, and ethical standards in their respective jurisdictions and sectors.

B. Both Parties will make reasonable efforts to ensure that outreach and education efforts are effective and align with the goals of reducing fatal opioid overdose in the community.

Section 5. Duration and Termination This MOU will be effective from the date of signing and will remain in effect until all scheduled push messages have been distributed and the recipient counts are provided to the UNIVERSITY (approximately 12 months from the date of signing). Either Party may terminate this agreement at any time by providing 30 days' advance written notice.

Section 6. Notices. 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 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.

If to the CITY:	Redlands Fire Department 35 Cajon Street, Suite 12, Redlands CA 92373 Attn: Fire Chief Rich Sessler
If to the UNIVERSITY	School of Public Health-Bloomington 1025 E. Seventh Street, Suite 111, Bloomington, IN 47405 Attn: Donald Lukes, Treasurer

Section 7. Miscellaneous Terms.

A. Representation and Warranties. The City of Redlands and the School of Public Health-Bloomington have all requisite power and authority to execute and perform this MOU. Each person executing this MOU warrants that he or she has the legal power, right, and authority to execute this MOU and bind his or her respective Party.

B. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California. Prior to initiating any legal action arising out of or relating to this MOU, the parties agree to meet and confer in a good faith effort to resolve the dispute. If such efforts are unsuccessful, venue for any legal action will be in San Bernardino County, California.

C. Relationship of the Parties. Nothing contained in this MOU shall be construed as creating a joint venture, partnership, or any other similar arrangement between the Parties. No Party to this MOU shall be deemed to be a representative, an agent, or an employee of the other Party. Unless otherwise expressly specified in this MOU, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of, any other Party, nor bind any other Party in any respect, without the specific prior written authorization of the other Party.

D. Waiver. No Party shall be deemed to have waived any provision of this MOU unless such waiver is in writing and signed by such Party.

E. Legal Compliance. The Parties shall comply with all applicable Federal, State, and local laws and regulations related to the transactions set forth in, or referenced by, this MOU.

F. Third-Party Beneficiary. No claim as a third-party beneficiary under this MOU by any person, corporation, or any other entity, shall be made or be valid against the UNIVERSITY or the CITY.

G. Headings. The section headings used in this MOU are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of this MOU.

H. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the matters contained herein and shall supersede and replace any and all other prior understandings, correspondence, and agreements, oral or written, between the Parties with respect thereto.

I. Modification. No change, amendment or modification of this MOU shall be valid or binding upon the Parties unless such change, amendment, or modification is in writing and duly executed by all Parties.

J. Assignment or Transfer. The CITY shall not assign, hypothecate, or transfer, either directly or by operation of law, this MOU or any interest herein without the prior written consent of the UNIVERSITY. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

K. Binding Effect. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

L. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable, and shall be interpreted to carry out the intent of the Parties hereunder.

M. Cooperation: Further Acts. The Parties shall reasonably cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this MOU.

N. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

SIGNATURE PAGE
TO
MOU BETWEEN THE INDIANA UNIVERSITY SCHOOL OF PUBLIC HEALTH-BLOOMINGTON AND THE CITY OF REDLANDS REGARDING OPIOID EDUCATION AND PREVENTION COLLABORATION

IN WITNESS WHEREOF, the Parties have executed this MOU for Mutual Collaboration as of May 6, 2025.

Indiana University School of Public Health

By: _____
Donald Lukes, University Treasurer

Date: _____

City of Redlands

By: _____
Mario Saucedo, Mayor

Date: _____

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 15.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a software license purchase with Azteca Systems, LLC for the Cityworks permitting/work order software and support for a 1-year term for a total cost of $51,810.89 (Management Services/Finance Director Garcia)

MOTION(S):

I move that the City Council approve the software license purchase with Azteca Systems, LLC for a period of 1-year at a cost not-to-exceed $51,810.89.

RECOMMENDATION:

Staff recommends that the City Council approve the Software License Agreement with Azteca Systems, LLC for a period of 1-year at a cost not-to-exceed $51,810.89.

DISCUSSION:

In 2008 Cityworks was adopted as the work order system of the Facilities and Community Services Department to monitor and maintain streets, sidewalks, streetlights, trees, parks and other infrastructure citywide. In 2011 permitting was implemented in Cityworks for MUED, Building and Safety, Fire, and Planning. Over 42,000 work orders and 43,000 permits have been created since Cityworks was implemented. Cityworks is an integral part of the day-to-day operation of the city keeping track of fees, maintenance, development and infrastructure improvements.

Cityworks is integrated with Redlands 311 allowing residents to submit service requests using their mobile device or computer. In 2022 the Cityworks Public Portal was implemented, allowing the public to apply for certain building permits online.

Cityworks is a cost-effective solution compared to other work management/permitting systems. It took over six months to implement Cityworks and many customizations have been added to improve efficiencies. To implement a new system would require a similar effort and would not be possible to complete in the time available to prevent a disruption in city services.

Staff recommends moving forward with this Sole Source software License purchase to allow the continued use of Cityworks for tracking the maintenance of city assets and issuing development permits.

ALTERNATIVES:

The alternative is to not approve the software license purchase. This would result in the loss of the city's work order and permitting system resulting in a major disruption of city services until a new system could be implemented.

STRATEGIC PLAN:

NA

SUBMITTED BY:

Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	FY2025
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	51,810.89
Budgeted Y/N:	Y
Account No.:	604900
Discussion:	

Attachments

Cityworks Maintenance Quote
Cityworks Sole Source Form

Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-38990-1
Created Date 2/19/2025

Contact Information

Contact Name:	Danielle Garcia	Prepared By Name:	Kristi Ross
Customer:	Redlands (CA), City of	Prepared By Phone:	(916) 294-2234
Contact Address:	35 Cajon Street Redlands, CA 92373	Prepared By Email:	kristi_ross@trimble.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Standard	1.00	USD 25,905.45
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
Cityworks Analytics - AMS	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
PLL ELA Standard	1.00	USD 25,905.44
Respond - PLL	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - PLL	1.00	USD 0.00
eURL - PLL	1.00	USD 0.00
Public Access - PLL	1.00	USD 0.00
Cityworks Analytics - PLL	1.00	USD 0.00
Workload - PLL	1.00	USD 0.00
Web Hooks - PLL	1.00	USD 0.00
	TOTAL:	USD 51,810.89

Maintenance Start Date: 5/5/2025 **Maintenance End Date:** 5/4/2026

Quote Notes:

Terms and Conditions

Payment Terms
Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure
(hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

_____
Accepted by:

_____
Title

_____/_____/_____
Date

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: 04/14/2025

To: Purchasing Division

From: Management Services-DoIT

Estimated Total Cost: $ 51,810.89

Proposed Vendor: Azteca Systems, LLC

Request Term: 1 Year

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.

Doc ID: ebcad66f73754fcf5ae4bb8f37208895b43002cb

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:

Cityworks is the permitting/work order software used by the city. It has been used since 2008. Azteca Systems, LLC is the only company that maintains and upgrades Cityworks. If we were to switch to a different system there would be significant implementation costs and additional costs to retrain staff.

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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

We would put out an RFP for software that could perform the same functions as Cityworks. Procure the new system. Implement the system for our city and train staff on how to use the new system. This would take six months to a year to accomplish. We would still have to use Cityworks until the new system is ready to go.

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 — 04 / 14 / 2025

Prepared by — Date

04 / 14 / 2025

Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

City Manager Approval — Date

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10368 Westmoor Drive
Westminster, CO 80027

March 26, 2025

ATTN: Danielle Garcia
Management Services/Finance Director
City of Redlands
35 Cajon Street
Redlands, CA 92373

Re: Sole Source Letter

Dear Danielle:

Thank you for your interest in Cityworks (the "Offering").

This letter confirms that the Offering is a product, designed, created, and owned exclusively by Azteca Systems, LLC, a Trimble Company ("Trimble"). Within the United States of America, Trimble is the sole source provider of the Offering and related maintenance and support services.

Please feel free to contact the undersigned at Carlos_Abaunza@Trimble.com if you have any questions.

Sincerely,

DocuSigned by:
Carlos Abaunza
92969BE0AABA49F...

Carlos Abaunza
Senior Director
Azteca Systems, LLC, a Trimble company

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City Council Meeting **I. 16.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Agreement with Hinderliter de Llamas and Associates for Business License Services, updating the contingency fee structure related to compliance, discovery, and collection services (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 First Amendment to the Agreement with Hinderliter de Llamas and Associates for Business License Services.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Agreement with Hinderliter de Llamas and Associates (HdL) for Business License Services, to update the contingency fee structure related to compliance, discovery and collection services.

DISCUSSION:

In response to the increasing number of businesses operating in the City of Redlands without a valid business license, the City, in collaboration with Hinderliter de Llamas & Associates (HdL), developed an Amnesty and Compliance Program emphasizing education and support for local businesses.

On April 15, 2025, the City Council approved the implementation of a Business License Amnesty Program. This program offers a six-month amnesty period, from May 1 through October 31, 2025, during which, late penalties will be waived for businesses that apply for or renew their licenses. Businesses participating in the program are required to pay the current year's business

license tax and up to two prior years.

In order to successfully carry out the program and enhance business license compliance, an Amendment to the existing Agreement with HdL is proposed. The Amendment outlines an updated fee structure for compliance services provided during and after the amnesty period. Key terms of the Amendment include:

- A contingency fee of 40% on revenues received from discovery services performed during the amnesty period (May 1–October 31, 2025), and 35% thereafter.

The proposed Amendment ensures that the City has the necessary support and tools to effectively implement the amnesty program.

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:
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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Whitney Mesna, Administrative Analyst
Aimee Hoover, Revenue Manager

Fiscal Impact

Fiscal Year: FY 24/25

Discussion:

The implementation of the Amnesty and Compliance Program is expected to generate a one-time increase in business license revenue over the six-month amnesty period. Based on projections from HDL, the program could result in a net revenue increase of up to $725,000 during the 6-month program, which represents approximately 12% of the City's current annual business license revenue. Thereafter, subsequent business license renewals from these businesses could generate as much as $1.03 million in added revenue each year. HDL's fees for identifying non-compliant businesses and assisting with the implementation of the Amnesty Program will be deducted as a percentage of the collected business license tax. These fees are one-time in nature and are structured as follows:

- New businesses opening on, or after the current date will be required to pay current-year license fees only. A 14% processing fee will be deducted from the collected business license tax before the remaining amount is remitted to the City.
- Businesses that are out of compliance, applying for a new license, or renewing an expired license will be responsible for paying prior-year license renewal fees. A one-time 40% processing fee will be deducted from the business license tax collected during the Amnesty Program's implementation.
- Compliance services that are not related to the Amnesty Program will be assessed a one-time processing fee of 35%.

By increasing long-term compliance and awareness within the business community, the program will contribute to an enhanced and sustainable revenue stream beyond the amnesty period. This initiative is expected to be self-sustaining, with no additional City funds required for implementation, as HDL will cover the costs of research, outreach and educational materials.

Attachments

Original Agreement- HDL

First Amendment to Agreement - HDL

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is made and entered into as of this **18th day of June**, 2024 (the "Agreement Date") by and between Hinderliter De Llamas & Associates (HdL Companies) a California corporation ("Consultant"), and City of Redlands, a municipal corporation ("Client"), which is located within the state of California (the "State").

W I T N E S S E T H:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, "Consultant's Business"); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant's Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant's Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the "Schedule(s)"), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the "Services")

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards**. In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

2. **Fees**. As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the "Fees"). Consultant may perform the Services using professionals from its staff or Consultant's affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant's staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client's satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment**.

3.1 City agrees to compensate Consultant for services under this Agreement as in Schedule D.

4. **Insurance**. Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of $1,000,000 per incident; (c) bodily injury liability of $1,000,000 per incident; and (d) professional liability for any errors or omissions of $1,000,000.

5. **Client Support**.

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to

Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations concerning the confidentiality of tax records of which it has been informed by Client pursuant to Section 5.1.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client access to Software will be immediately removed. Client must immediately cease using and remove, delete and destroy all Software materials which may exist on Client's computers and network. **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any

documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (5) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until June 30, 2029.

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Consultant agrees to fully and promptly indemnify and hold harmless (but not defend) Client and each of its officers, employees and agents (collectively, "Client Group") from and against any and all third-party liabilities, judgments, awards, losses, claims, damages, expenses, and costs (including, without limitation, for reasonable third-party attorneys' fees and costs awarded in connection therewith) (each, a "Third-Party Liability", and collectively, "Third-Party Liabilities") directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of Consultant or any of its directors, officers, employees, agents, direct and indirect equity holders, or affiliates (collectively, "Consultant Group") under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Consultant admits in writing, or any of Consultant Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Consultant be obligated to defend any of Client Group or pay for any Client Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Consultant is obligated to indemnify and hold harmless Client Group as described above in this Section 8.1 then Consultant shall also be responsible for the defense costs incurred by Client Group for the related matter.

Consultant's duty to indemnify and hold harmless Client shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

8.2 Client agrees to fully and promptly indemnify and hold harmless (but not defend) each of Consultant Group from and against any and all Third-Party Liabilities directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of any of Client Group under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Client admits in writing, or any of Client Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Client be obligated to defend any of Consultant Group or pay for any Consultant Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Client is obligated to indemnify and hold harmless Consultant Group as described above in this Section 8.2 then Client shall also be responsible for the defense costs incurred by Consultant Group for the related matter.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 Notwithstanding anything to the contrary, in no event will Consultant be (a) liable for claims, liabilities or damages (i) that could not reasonably have been foreseen upon entry into this Agreement; (ii) arising from any action or inaction by Consultant in response to specific direction from Client; (iii) in connection with any Client monies not collected by Consultant; nor (iv) in connection with the issuance, non-issuance or revocation of any registration, license, permit, or exemption; nor (b) required to provide a defense in connection with any indemnification or hold harmless provisions under this Agreement.

9.1.3 Without limitation on any statue of limitations that expire in less than three years, no claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than three years after the date upon which Client has actual knowledge of the first occurrence of the action or inaction giving rise to such claim (whether relating to the Services, the Software or otherwise).

9.1.4 Client acknowledges this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any obligations under this Agreement.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules.

Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other

party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates (HdL Companies), Attn: George Bonnin, Email: gbonnin@hdlcompanies.com; and Client: City of Redlands, CA, Attn: Aimee Hoover, Email: ahoover@cityofredlands.org.

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

11. California Department of Tax and Fee Administration Data.

11.1 CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to continue CONTRACTOR's authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR's name on the CITY resolution until such time as all CONTRACTOR compliance work on behalf of CITY has been completed and any fee owing to CONTRACTOR has been paid.

11.2 Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.

11.3 The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

11.3.1 CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et. seq.

11.3.2 CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

11.3.3 CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

11.3.4 CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:	**CLIENT**:
Hinderliter De Llamas & Associates (HdL Companies)	City of Redlands, CA
By:_____ Its: Vice President	By:_____ Its: Eddie Tejeda, Mayor
By:_____ Its:_____	ATTEST:_____ Its: Jeanne Donaldson, City Clerk

[Any Schedule or Schedules may (but is/are not required to) be attached hereto]

SCHEDULE D

Tax and Fee Administration Services and Fees
Business License Tax and Fees

SCHEDULE D – This Schedule D provides the scope of Services and Fees for tax and fee administration related to business license tax and fees pursuant to the Master Services Agreement dated June 18th, 2024 ("MSA").
The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax administration.

1. **Operations Management Services**
   - 1.1. Establish and maintain database of Client businesses.
   - 1.2. Receive and process applications, renewals and payments in a timely fashion.
   - 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
   - 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
   - 1.5. HdL will process all payments for new and renewal accounts. Remit revenue to Client no less than monthly. License accounts will be updated with payment.
   - 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.
2. **Compliance Services:** 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.
   - 2.1. **Discovery Services**
     - 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
     - 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax in a series of City approved communication.
     - 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
     - 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
     - 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.
   - 2.2. **Collection Services**
     - 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
     - 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status with City approved communications.
     - 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
     - 2.2.4. Remit revenue to Client no less than monthly.
   - 2.3. **Audit Services**
     - 2.3.1. Identify potential under-reporting and/or misclassified businesses.
     - 2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.

2.3.3. Submit audit summaries to Client and discuss further actions.
2.3.4. Educate businesses on proper reporting practices.
2.3.5. Invoice and collect identified delinquencies.

3. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.
   3.1. Client Responsibilities
      3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
      3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

4. **Operations Management Services**
   4.1. Fees for performing operations management Services shall be $16.73 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.
   4.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
   4.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
   4.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

5. **Compliance Services**
   5.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).
      5.1.1. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.
      5.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.
      5.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.
      5.1.4. Fees for performing audit Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

5.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

5.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection with the relevant Services.

5.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

5.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

6. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

6.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.

6.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00

6.1.2. ACH/eCheck processing - $1.25 per transaction

6.2. Client funded

6.2.1. Credit and debit card processing – 2.9% of transaction amount

6.2.2. ACH/eCheck processing - $0.50 per transaction

6.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayers account.

6.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule D to the MSA through their duly authorized representatives as of this **18th day of June, 2024**.

CONSULTANT:	**CLIENT:**
Hinderliter De Llamas & Assoc.	City of Redlands, CA
By: _____	By: _____
Its: Vice President	Its: Eddie Tejeda, Mayor
By: _____	Attest: _____
Its: _____	Its: Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for Business License Services (“Agreement”), dated June 18, 2024, by and between the CITY of REDLANDS ("CITY") and Hinderliter de Llamas and Associates, a California corporation (“Consultant”) is made and entered into on the 6th day of May, 2025.

RECITALS

WHEREAS, on April 15, 2025, the City Council adopted the Amnesty Program, which includes provisions requiring discovery services; and

WHEREAS, the City and the Consultant wish to enter into this First Amendment in order to revise the compensation terms for discovery services performed during the Amnesty Period; specifically, to amend Section 5.1.1 of Schedule D to the Master Agreement to reflect that the fee for such services shall be a contingency fee of 40%, rather than 35%, for the duration of the Amnesty Period, which shall run from May 1, 2025 through October 31, 2025.

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

AGREEMENT

Section 1. Schedule D set forth in the Master Agreement is hereby amended as set forth in Attachment “1,” which is attached hereto and incorporated herein by this 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 May 6, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

HINDERLITER DE LLAMAS & ASSOCIATES

By: _____
Joshua Davis, Vice President of Tax and Fee Administration

ATTEST:

_____
Jeanne Donaldson, City Clerk

Attachment 1

SCHEDULE D

Tax and Fee Administration Services
and Fees Business License Tax and Fees

SCHEDULE D - This Schedule D provides the scope of Services and Fees for tax and fee administration related to business license tax and fees pursuant to the Master Services Agreement dated June 18th, 2024 ("MSA").
The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax administration.

1. **Operations Management Services**
   - 1.1. Establish and maintain database of Client businesses.
   - 1.2. Receive and process applications, renewals and payments in a timely fashion.
   - 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
   - 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
   - 1.5. HdL will process all payments for new and renewal accounts. Remit revenue to Client no less than monthly. License accounts will be updated with payment.
   - 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.
2. **Compliance Services:** 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability
   - **2.1. Discovery Services**
     - 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
     - 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax in a series of City approved communication.
     - 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.

2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.

2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.

2.2. Collection Services

2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.

2.2.2. Notify businesses of their options to comply or dispute their non-compliant status with City approved communications.

2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.

2.2.4. Remit revenue to Client no less than monthly.

2.3. Audit Services

2.3.1. Identify potential under-reporting and/or misclassified businesses.

2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.

2.3.3. Submit audit summaries to Client and discuss further actions.

2.3.4. Educate businesses on proper reporting practices.

2.3.5. Invoice and collect identified delinquencies.

3. **Online Payment Processing** - Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.

3.1. Client Responsibilities

3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

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Fees

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5.1.1. Fees for performing discovery Services shall be a contingency Fee of 40% of the revenues received as a result of the Services for the period of May 1, 2025, through October 31, 2025. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services starting November 1, 2025.

5.1.2. ln the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.

5.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.

5.1.4. Fees for performing audit Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

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compensation related thereto under this provision.

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City Council Meeting **I. 17.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8681 for adoption of a Policy on Discontinuation of Residential Water Service for Non-Payment and rescinding Resolution No. 8647 (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council deems it appropriate, staff recommends the following motion:

I move to adopt Resolution No. 8681 revising the Policy on Discontinuation of Residential Water Service for Non-Payment and rescinding Resolution No. 8647.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8681, establishing a Policy on Discontinuation of Residential Water Service for Non-Payment and rescinding Resolution No. 8647.

DISCUSSION:

In 2019, the City adopted Resolution No. 8048, establishing a Policy on Discontinuation of Residential Water Service for Non-Payment in compliance with SB 998, the Water Shutoff Protection Act. This policy aimed to increase protections for residents facing water service termination due to nonpayment, including the requirement to establish an appeal process for disputed water bills.

In 2023, SB 3 was adopted, expanding the protections of SB 998 by mandating that water providers offer alternative payment plans to all customers unable to pay their water bill, regardless of financial or medical criteria.

On January 21, 2025, the City adopted Resolution No. 8647 to revise the Residential Water Service Discontinuation Policy to reflect the expanded

protections under SB 3. Concurrently, Resolution No. 8048 was rescinded. However, during the policy revision process, the appeals procedure inadvertently reverted to an outdated version that did not align with the Redlands Municipal Code.

Staff have revised the Policy on Discontinuation of Residential Water Service for Non-Payment to correct this issue by reinstating the appeals process as adopted in 2019 under Resolution No. 8048. The corrected appeals process allows customers to dispute their water bill before a designated Board. The composition of this Board, as defined by both the policy and the Redlands Municipal Code, includes the Assistant City Manager and two City Directors, excluding the Directors of Management Services/Finance and MUED. The Board's rulings are final and not subject to further appeal.

This revision ensures the policy remains in alignment with the Redlands Municipal Code and maintains a fair and structured process for bill disputes.

Once the policy is adopted, it will be translated into the following languages: Spanish, Chinese, Tagalog, Vietnamese, and Korean and posted to our website to ensure accessibility for all residents.

ALTERNATIVES:

The City Council may choose to reject, modify, or table the proposed resolution.

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
Aimee Hoover, Revenue Manager

Fiscal Impact

Fiscal Year: FY 24/25

Discussion:

There is no fiscal impact associated with this action.

Attachments

Resolution 8647

Resolution No. 8681 Discontinuation of Residential Water Service Policy

RESOLUTION NO. 8647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A REVISED POLICY ON THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT AND RESCIND RESOLUTION NO. 8048

WHEREAS, Senate Bill 998, Discontinuation of residential water service, was adopted into state law on September 28, 2018; and

WHEREAS, Senate Bill 998, Discontinuation of residential water service, requires the City, as a water service provider, to formally adopt a detailed written policy concerning residential water service shutoff for nonpayment according to its provisions; and

WHEREAS, Senate Bill 998 would prohibit residential water service from being discontinued under specified circumstances; and

WHEREAS, the City complied with the provisions of SB 998 by adopting Resolution No. 8048 and Ordinance No. 2903, which established a policy to govern the discontinuation of residential water service for non-payment; and

WHEREAS, SB 998 has been amended by SB 3, which expanded the protections of SB 998 and the requirement to provide alternative payment options to all customers who are unable to pay their bill, not only those customers that met specific medical and financial criteria; and

WHEREAS, Senate Bill 3 again requires to formally adopt a detailed written policy concerning residential water service shutoff for nonpayment according to its provisions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby adopts the Discontinuation of Residential Water Service for Non-Payment Policy. Attached hereto as Exhibit "A".

Section 2. This Resolution and the policy established by this Resolution shall become effective on February 4, 2025.

Section 3. That Resolution No. 8048 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 21st day of January, 2025.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of January, 2025, by the following vote:

AYES: Councilmembers Barich, Tejeda, Davis, Shaw; Mayor Saucedo
NOES:
ABSENT:
ABSTAIN:

Jeanne Donaldson, City Clerk

EXHIBIT 'A'
POLICY ON DISCONTINUATION OF
RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

Notwithstanding any other policy of the City, this Policy on Discontinuation of Residential Water Service for Non-Payment shall apply to the City's discontinuation of residential water service for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy of the City, this Policy shall prevail.

I. **Application of Policy; Contact Telephone Number:** This policy enumerates City's administrative actions for the collection of delinquent accounts, including notifications, fee assessments and discontinuation of residential water service. This policy will be made available to the public on the City's website and translated into the following languages: Spanish, Chinese, Tagalog, Vietnamese, and Korean. The City's Utility Billing Customer Service Division can be contacted by phone at (909) 798-7516 to discuss options for averting discontinuation of residential water service for nonpayment under the terms of this policy.

This policy shall apply only to residential water service for non-payment and the City existing policies and procedures shall continue to apply to commercial and industrial water service accounts.

II. **Discontinuation of Residential Water Service for Non-Payment:**

A. Rendering and Payment of Bills: Bills for water service are presented to each customer on a bimonthly basis (six times per year). Bills for service are due and payable upon presentation and become overdue and subject to 1) a late charge as specified in RMC 13.12.020 (B), and 2) discontinuation of service if not paid within sixty (60) days from the date of the bill. There are several methods of payment accepted including cash, checks, debit and credit cards. Various payment options are available and can be found on our website. However, it is the customer's responsibility to ensure that payments are received by the City according to the timelines prescribed by RMC 13.12.020.

B. Bills will be computed as follows:

1. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.

2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.
3. Customer bills shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the City shall have the right to refuse any payment of such billings in coin.

C. Delinquent Accounts: Delinquent accounts are identified as any account that remains unpaid (and without having previously made payment arrangements or established an alternative payment schedule) by close of business 25 days after the date of the customer's bill.

1. Late Charge: Any and all late charges will be assessed by the City onto the water service customer's account as prescribed in RMC 13.12.020.

2. Overdue Notice: The City shall not discontinue water service for non-payment until payment by the customer has been delinquent for at least sixty (60) days. The City will make a responsible, good faith effort to contact the customer in writing at least seven (7) business days before disconnection of water services for nonpayment.

   If the customer's address is not the address of the property to which the service is provided, the City shall mail a second notice to the service address at least ten (10) business days before disconnection of water services for nonpayment, addressed to "Occupant." The Past Due Reminder Notice and Final Notice shall contain the following:

   a) Customer's name and address;
   b) Amount of delinquency;
   c) Date by which payment or arrangement for payment must be made in order to avoid discontinuation of service;
   d) Description of the process to apply for a payment plan
   e) Description of the procedure to dispute or appeal a bill
   f) City phone number and the web address to the City's written Policy on Discontinuation of Residential Water Service for Non-Payment

   The City may alternatively provide notice to the customer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the City shall offer to provide the customer with a copy of this policy and also

offer to discuss with the customer the options for alternative payments, as described in Section III, below, and the procedures for review and appeal of the customer's bill, as described in Section IV, below.

3. Unable to Contact Customer: If the City is not able to contact the customer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the City will make a good faith effort to visit the residence and leave or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of service for non-payment, and a copy of this Policy.

4. Turn-Off Deadline: Payment for water service charges must be received by the City no later than 4:00 p.m. on the date specified in the Past Due Reminder Notice and Final Notice. Postmarks are not acceptable.

D. Conditions Prohibiting Discontinuation: The City shall not discontinue residential water service if the customer is willing to enter into an alternative payment schedule, consistent with the provisions of Section III, below.

E. Landlord-Tenant Scenario: The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record.

1. Required Notice: At least 10 days prior if the property is a multi-unit residential structure or mobile home park, or 7 days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the City must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.

   The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2, below), without having to pay any of the delinquent amounts.

2. Tenants/Occupants Becoming Customers: The City is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the City's requirements and rules.

a. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the City's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the City's requirements, then the City may make service available only to those tenants/occupants who have met the requirements.

b. If prior service for a particular length of time is a condition to establish credit with the City, then residence at the property and proof of prompt payment of rent for that length of time, to the City's satisfaction, is a satisfactory equivalent.

c. If a tenant/occupant becomes a customer of the City and the tenant's/occupant's rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the City during the prior payment period.

III. <u>Alternative Payment Arrangements</u>: For any customer who is unable to pay for services within the normal payment period may request an alternative payment arrangement consisting of the amortization of the unpaid balance under Subdivision (A), below.

A. <u>Amortization</u>: Any customer who is unable to pay for water service within the City's normal payment period may enter into an amortization plan with the City on the following terms:

1. <u>Term</u>: The customer shall pay the unpaid balance, less twenty percent (20%) down payment due immediately, over a period not to exceed twelve (12) months. The unpaid balance less the 20% down payment shall be divided into five (5) installments to be billed bi-monthly (every two months) for twelve (12) months and that amount shall be added to the customer's ongoing bi-monthly bills for water service. The initial payment of 20 percent represents the down payment, with the first installment beginning with the customer's next billing cycle, which may be in the same week installments were initiated. If the amount due is greater than $3,000, a payment plan may be granted, according to the same payment terms above, but for a longer repayment period in excess of twelve (12) months, but under no circumstances longer than eighteen (18) months at the discretion of and approval by the City Manager.

2. Down Payment: For any approved amortization plan, a twenty percent (20%) down payment of the unpaid balance as calculated at the time of entering into a payment arrangement with the City will be due and payable immediately as a condition of entering into a payment arrangement.

3. Compliance with Plan: The customer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. Where the customer fails to comply with the terms of the amortization plan for sixty (60) days or more, or fails to pay the customer's current service charges for sixty (60) days or more, the City may discontinue water service to the customer's service address at least five (5) business days after the City posts at the customer's residence a final notice of its intent to discontinue service.

4. Payment Priority: The customer is required to keep up with new and current charges along with the payment plan.

5. Restrictions: The customer may not request further payment arrangements of any subsequent unpaid charges while paying delinquent charges pursuant to any other payment arrangement.

6. Default on Payment Arrangement: If a customer defaults on an existing payment arrangement, the remaining balance must be paid in full. Once a payment arrangement is defaulted, the balance is no longer eligible to be restructured under a new payment arrangement.

IV. Appeals: The procedure to be used to appeal or contest the amount set forth in any bill for residential water service is as follows, in accordance with RMC 13.12.070, 13.16.030 and 13.04.010:

A. Disputed Bills: In the event of a complaint by a customer that his or her water bill is excessive, a reread of the meter shall be made and a check shall be made to determine in particular if there are leaks in the meter. Should no leak in such meter be found, then, upon request of the customer, the meter shall be removed and be subject to a test upon it as set forth in RMC 13.16.030 and section (B) Meter Testing below. In the event that meter tests within the approved limitations, and the customer continues to question the water bill, a personal investigation of said premises served by the meter shall be made by the water superintendent or his or her appointed representative. Should such

investigation find no reason to adjust said bill, he or she shall refer the disputed bull to the Public Services Appeals Board for a final ruling, subject to the rights of the customer to appeal the ruling to the City Council.

B. Meter Testing: When the accuracy of a water meter is questioned, the City, upon request from the customer, will cause an official test of the meter to be made for a charge as set forth by resolution. The meter will be tested on variable rates of delivery and if the average registration is more than two percent (2%) in excess of actual quantity of water passing through the meter, the City shall refund to the customer the overcharge based on the test, for the prior twelve (12) months, unless it can be shown that the error was due to some cause for which the date can be fixed. In the latter case, the overcharge shall be computed back and not beyond such times. In the event the accuracy of the meter is determined to be in error, then all testing and meter replacement charges shall be at the City's expense.

C. Public Services Appeals Board: For the purpose of serving as a board to which customers may refer their disputed bills for a final ruling, the Board shall consist of three (3) City management employees, as from time to time appointed by the City Manager. Board rulings are subject to appeal to the City Council by the customer.

D. Appeal Hearing: Following receipt of a complaint or a request for an investigation, a hearing date shall be set by the Public Services Appeals Board. After evaluation of the evidence provided by the customer and the information on file with the City concerning the water charges in question, the Board shall render a decision as to the accuracy of the water charges and shall provide the appealing customer with a brief written summary of the decision.

1. If water charges are determined to be incorrect, a corrected invoice will be provided and payment of the revised charges will be due within ten (10) days of the invoice date for revised charges. If the revised charges remain unpaid for more than sixty (60) days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) day period; provided that the City shall provide the customer with the Overdue Notice in accordance with Section II(C)(2), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, and any and all applicable reconnection charges.

    a. If the water charges in question are determined to be correct, the water charges are due and payable at the time the Board's decision is rendered.

At the time the Hearing Officer's decision is rendered, the customer will be advised of the right to further appeal before the City Council. Any such appeal must be filed in writing within seven (7) days after the Board's decision is rendered.

b. If the customer does not timely appeal to the City Council, the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) days after the original billing date, then the City shall provide with the Overdue Notice in accordance with Section II(C)(2), above, and may proceed in potentially discontinuing service to the customer's property.

2. When a customer plans to appeal the decision of the Public Services Appeals Board, the customer or their representative will be required to personally appear before the City Council to present evidence and reasons as to why the water charges in question are not accurate. The Board shall evaluate the evidence presented by the customer, as well as the information on file with the City concerning the water charges in question and render a decision as to the accuracy of said charges.

   a. If the City Council finds the water charges in question are incorrect, the customer will be invoiced for the revised charges. If the revised charges remain unpaid for more than sixty (60) days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) day period; provided that the City shall provide the customer with the Overdue Notice in accordance with Section II(C)(2), above. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.

   b. If the water charges in question are determined to be correct, the water charges are due and payable at the time the decision of the Council is rendered. In the event the charges are not paid in full within sixty (60) days after the original billing date, then the City shall provide with the Overdue Notice in accordance with Section II(C)(2), above, and may proceed in potentially discontinuing service to the customer's property.

c. Any overcharges will be reflected as a credit on the next regular bill to the customer, or refunded directly to the customer, at the sole discretion of the City.

d. Water service to any customer shall not be discontinued at any time during which the customer's appeal to the City, the Public Services Appeals Board, or the City Council is pending.

e. The City Council's decision is final and binding.

V. **Restoration of Service:** In order to resume or continue service that has been discontinued by the City due to non-payment, the customer may be required to post a pre-payment deposit to re-establish the customer's public services account in the event any previous prepayments have already been applied. In addition, the customer is responsible for all bills, fees and charges.

a. The City will set a disconnection of service fee at no more than fifty dollars ($50), but not to exceed the actual cost of disconnection if it is less. Disconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, the City shall set a reconnection of service fee, which shall be combined with the disconnection of service fee, and the two combined shall not be more than one hundred fifty dollars ($150), but not to exceed the actual cost if it is less. Nonoperational hours reconnection fees, including the disconnection service fee, shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

b. The City will endeavor to make such reconnection as soon as practicable as a convenience to the customer. The City shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of all outstanding water charges, penalties, and any and all applicable disconnection/reconnection charges up to and including pre-payment deposits.

RESOLUTION NO. 8681

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A REVISED POLICY ON THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT AND RESCINDING RESOLUTION NO. 8647

WHEREAS, in 2019, the City of Redlands adopted Resolution 8048, establishing a Residential Water Service Discontinuation Policy in compliance with SB 998, which included provisions for an appeal process for disputed water bills; and

WHEREAS, in 2023, SB 3 was adopted, expanding protections for residents by requiring water providers to offer alternative payment plans to all customers unable to pay their water bills; and

WHEREAS, on January 21, 2025, the City adopted Resolution 8647 to reflect these expanded protections, rescinding Resolution 8048; however, the revision inadvertently reverted the appeals process to an outdated version inconsistent with the Redlands Municipal Code; and

WHEREAS, staff has corrected this policy language by reinstating the appeals process originally adopted in 2019, ensuring consistency with the Redlands Municipal Code and maintaining a structured, final review process for disputed water bills; and

WHEREAS, to ensure accessibility, the updated policy will be translated into Spanish, Chinese, Tagalog, Vietnamese, and Korean and made available on the City's website.

NOW, THEREFORE, BEIT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby adopts the Discontinuation of Residential Water Service for Non-Payment Policy attached hereto as Exhibit "A".

Section 2. This Resolution and the policy established by this Resolution shall become effective on the date it is approved by the City Council.

Section 3. Resolution No. 8647 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 6th day of May, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
POLICY ON DISCONTINUATION OF
RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

Notwithstanding any other policy of the City, this Policy on Discontinuation of Residential Water Service for Non-Payment shall apply to the City's discontinuation of residential water service for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy of the City, this Policy shall prevail.

I. Application of Policy; Contact Telephone Number: This policy enumerates City's administrative actions for the collection of delinquent accounts, including notifications, fee assessments and discontinuation of residential water service. This policy will be made available to the public on the City's website and translated into the following languages: Spanish, Chinese, Tagalog, Vietnamese, and Korean. The City's Utility Billing Customer Service Division can be contacted by phone at (909) 798-7516 to discuss options for averting discontinuation of residential water service for nonpayment under the terms of this policy.

This policy shall apply only to residential water service for non-payment and the City existing policies and procedures shall continue to apply to commercial and industrial water service accounts.

II. Discontinuation of Residential Water Service for Non-Payment:

A. Rendering and Payment of Bills: Bills for water service are presented to each customer on a bimonthly basis (six times per year). Bills for service are due and payable upon presentation and become overdue and subject to 1) a late charge as specified in RMC 13.12.020 (B), and 2) discontinuation of service if not paid within sixty (60) days from the date of the bill. There are several methods of payment accepted including cash, checks, debit and credit cards. Various payment options are available and can be found on our website. However, it is the customer's responsibility to ensure that payments are received by the City according to the timelines prescribed by RMC 13.12.020.

B. Bills will be computed as follows:

1. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.

2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.
3. Customer bills shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the City shall have the right to refuse any payment of such billings in coin.

C. Delinquent Accounts: Delinquent accounts are identified as any account that remains unpaid (and without having previously made payment arrangements or established an alternative payment schedule) by close of business 25 days after the date of the customer's bill.

1. Late Charge: Any and all late charges will be assessed by the City onto the water service customer's account as prescribed in RMC 13.12.020.

2. Overdue Notice: The City shall not discontinue water service for non-payment until payment by the customer has been delinquent for at least sixty (60) days. The City will make a responsible, good faith effort to contact the customer in writing at least seven (7) business days before disconnection of water services for nonpayment.

   If the customer's address is not the address of the property to which the service is provided, the City shall mail a second notice to the service address at least ten (10) business days before disconnection of water services for nonpayment, addressed to "Occupant." The Past Due Reminder Notice and Final Notice shall contain the following:

   a) Customer's name and address
   b) Amount of delinquency
   c) Date by which payment or arrangement for payment must be made in order to avoid discontinuation of service
   d) Description of the process to apply for a payment plan
   e) Description of the procedure to dispute or appeal a bill
   f) City phone number and the web address to the City's written Policy on Discontinuation of Residential Water Service for Non-Payment

   The City may alternatively provide notice to the customer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the City shall offer to provide the customer with a copy of this policy and also

offer to discuss with the customer the options for alternative payments, as described in Section III, below, and the procedures for review and appeal of the customer's bill, as described in Section IV, below.

3. Unable to Contact Customer: If the City is not able to contact the customer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the City will make a good faith effort to visit the residence and leave or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of service for non-payment, and a copy of this Policy.

4. Turn-Off Deadline: Payment for water service charges must be received by the City no later than 4:00 p.m. on the date specified in the Past Due Reminder Notice and Final Notice. Postmarks are not acceptable.

D. Conditions Prohibiting Discontinuation: The City shall not discontinue residential water service if the customer is willing to enter into an alternative payment schedule, consistent with the provisions of Section III, below.

E. Landlord-Tenant Scenario: The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record.

1. Required Notice: At least 10 days prior if the property is a multi-unit residential structure or mobile home park, or 7 days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the City must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.

   The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2, below), without having to pay any of the delinquent amounts.

2. Tenants/Occupants Becoming Customers: The City is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the City's requirements and rules.

a. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the City's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the City's requirements, then the City may make service available only to those tenants/occupants who have met the requirements.

b. If prior service for a particular length of time is a condition to establish credit with the City, then residence at the property and proof of prompt payment of rent for that length of time, to the City's satisfaction, is a satisfactory equivalent.

c. If a tenant/occupant becomes a customer of the City and the tenant's/occupant's rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the City during the prior payment period.

III. <u>Alternative Payment Arrangements</u>: For any customer who is unable to pay for services within the normal payment period may request an alternative payment arrangement consisting of the amortization of the unpaid balance under Subdivision (A), below.

A. <u>Amortization</u>: Any customer who is unable to pay for water service within the City's normal payment period may enter into an amortization plan with the City on the following terms:

1. <u>Term</u>: The customer shall pay the unpaid balance, less twenty percent (20%) down payment due immediately, over a period not to exceed twelve (12) months. The unpaid balance less the 20% down payment shall be divided into five (5) installments to be billed bi-monthly (every two months) for twelve (12) months and that amount shall be added to the customer's ongoing bi-monthly bills for water service. The initial payment of 20 percent represents the down payment, with the first installment beginning with the customer's next billing cycle, which may be in the same week installments were initiated. If the amount due is greater than $3,000, a payment plan may be granted, according to the same payment terms above, but for a longer repayment period in excess of twelve (12) months, but under no circumstances longer than eighteen (18) months at the discretion of and approval by the City Manager.

2. Down Payment: For any approved amortization plan, a twenty percent (20%) down payment of the unpaid balance as calculated at the time of entering into a payment arrangement with the City will be due and payable immediately as a condition of entering into a payment arrangement.

3. Compliance with Plan: The customer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. Where the customer fails to comply with the terms of the amortization plan for sixty (60) days or more, or fails to pay the customer's current service charges for sixty (60) days or more, the City may discontinue water service to the customer's service address at least five (5) business days after the City posts at the customer's residence a final notice of its intent to discontinue service.

4. Payment Priority: The customer is required to keep up with new and current charges along with the payment plan.

5. Restrictions: The customer may not request further payment arrangements of any subsequent unpaid charges while paying delinquent charges pursuant to any other payment arrangement.

6. Default on Payment Arrangement: If a customer defaults on an existing payment arrangement, the remaining balance must be paid in full. Once a payment arrangement is defaulted, the balance is no longer eligible to be restructured under a new payment arrangement.

IV. Appeals: The procedure to be used to appeal or contest the amount set forth in any bill for residential water service is as follows, in accordance with RMC 13.12.070, 13.16.030 and 13.04.010:

A. Disputed Bills: In the event of a complaint by a customer that his or her water bill is excessive, a reread of the meter shall be made and a check shall be made to determine in particular if there are leaks in the meter. Should no leak in such meter be found, then, upon request of the customer, the meter shall be removed and be subject to a test upon it as set forth in RMC 13.16.030 and section (B) Meter Testing below. In the event that meter tests within the approved limitations, and the customer continues to question the water bill, a personal investigation of said premises served by the meter shall be made by the water superintendent or his or her appointed representative. Should such

investigation find no reason to adjust said bill, he or she shall refer the disputed bill to the Board for a final ruling.

B. Meter Testing: When the accuracy of a water meter is questioned, the City, upon request from the customer, will cause an official test of the meter to be made for a charge as set forth by resolution. The meter will be tested on variable rates of delivery and if the average registration is more than two percent (2%) in excess of actual quantity of water passing through the meter, the City shall refund to the customer the overcharge based on the test, for the prior twelve (12) months, unless it can be shown that the error was due to some cause for which the date can be fixed. In the latter case, the overcharge shall be computed back and not beyond such times. In the event the accuracy of the meter is determined to be in error, then all testing and meter replacement charges shall be at the City's expense.

C. Board: For the purpose of serving as a board to which customers may refer their disputed bills for a final ruling, the Board shall consist of the Assistant City Manager and two (2) City directors, exclusive of those directors that oversee Finance and Municipal Utilities and Engineering, as from time to time appointed by the City Manager. Board rulings are not subject to appeal.

D. Appeal Hearing: Following receipt of a complaint or a request for an investigation, a hearing date shall be set by the Board. After evaluation of the evidence provided by the customer and the information on file with the City concerning the water charges in question, the Board shall render a decision as to the accuracy of the water charges and shall provide the appealing customer with a brief written summary of the decision.

    1. If water charges are determined to be incorrect, a corrected invoice will be provided and payment of the revised charges will be due within ten (10) days of the invoice date for revised charges. If the revised charges remain unpaid for more than sixty (60) days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) day period; provided that the City shall provide the customer with the Overdue Notice in accordance with Section II(C)(2), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, and any and all applicable reconnection charges.

        a. If the water charges in question are determined to be correct, the water charges are due and payable at the time the Board's decision is rendered.

b. In the event the charges are not paid in full within sixty (60) days after the original billing date, then the City shall provide with the Overdue Notice in accordance with Section II(C)(2), above, and may proceed in potentially discontinuing service to the customer's property.

c. Any overcharges will be reflected as a credit on the next regular bill to the customer, or refunded directly to the customer, at the sole discretion of the City.

d. Water service to any customer shall not be discontinued at any time during which the customer's appeal to the Board is pending.

e. The Board's decision is final, binding, and not appealable.

V. **Restoration of Service:** In order to resume or continue service that has been discontinued by the City due to non-payment, the customer may be required to post a pre-payment deposit to re-establish the customer's public services account in the event any previous prepayments have already been applied. In addition, the customer is responsible for all bills, fees and charges.

a. The City will set a disconnection of service fee at no more than fifty dollars ($50), but not to exceed the actual cost of disconnection if it is less. Disconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, the City shall set a reconnection of service fee, which shall be combined with the disconnection of service fee, and the two combined shall not be more than one hundred fifty dollars ($150), but not to exceed the actual cost if it is less. Nonoperational hours reconnection fees, including the disconnection service fee, shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

The City will endeavor to make such reconnection as soon as practicable as a convenience to the customer. The City shall make the reconnection no later than the end of the next regular working day following the customer's request and payment of all outstanding water charges, penalties, and any and all applicable disconnection/reconnection charges up to and including pre-payment deposits.

City Council Meeting **I. 18.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the $248,067 construction contract with Elecnor Belco Electric, Inc. for the Highway Safety Improvement Program (HSIP) Cycle 10 Enhanced Crosswalk Project, Project No. S400021, HSIP-5083(027), reject the bid submitted by JT Construction Group, and determine that the project is categorically exempt pursuant to Section 15301(c) 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 that approval of a construction contract and construction of the HSIP Cycle 10 Enhanced Crosswalk Project, Project No. S400021, HSIP-5083(027), are categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act;

2. I move City Council approval of the HSIP Cycle 10 Enhanced Crosswalk Project plans and specifications; and

3. I move that City Council reject the bid submitted by JT Construction Group and award a $248,067 construction contract to Elecnor Belco Electric, Inc.

RECOMMENDATION:

Staff recommends that City Council determine approval of a construction contract and construction of the HSIP Cycle 10 Enhanced Crosswalk Project, Project No. S400021, HSIP-5083(027) are categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further

recommends that City Council approve the HSIP Cycle 10 Enhanced Crosswalk Project plans and specifications, reject the bid submitted by JT Construction Group, and award a $248,067 construction contract to Elecnor Belco Electric, Inc.

DISCUSSION:

In November 2020, the Municipal Utilities and Engineering Department (MUED) submitted two (2) grant funding requests through the California Department of Transportation (CalTrans) Highway Safety Improvement Program (HSIP) to improve vehicle, cyclist, and pedestrian safety at the Wabash Avenue/Highland Avenue intersection. The first request was to supplement construction costs for a roundabout with pedestrian crosswalks. This request was not approved. The second request was to fully fund enhanced pedestrian crossings with enhanced safety features, including the installation of rectangular rapid flashing beacons (RRFB), which improve safety by increasing driver awareness of pedestrians at uncontrolled intersections. In March 2021, MUED was notified that this application was approved. The City is only required to provide matching funds if the actual project cost exceeds the $250,000 grant award. On November 16, 2021, City Council formally accepted the grant.

Because both grant applications originally contemplated the construction of a roundabout at the Wabash Avenue/Highland Avenue intersection, MUED staff submitted a grant scope-of-work revision request for CalTrans consideration. This request was to relocate the enhanced crosswalks to four (4) locations:

- Orange Blossom Trail at Dearborn Street
- Orange Blossom Trail at Judson Street
- Colton Avenue at Berkeley Drive
- Wabash Avenue at Los Altos Drive

CalTrans approved this grant scope-of-work revision request in January 2024 and MUED staff revised the construction plans and specifications accordingly.

MUED issued a construction bid notice in February 2025 and received the following six (6) bids prior to the March 5, 2025 submittal deadline:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. JT Construction Group, Inc., Sun Valley, CA	*$119,915.00
2. Elecnor Belco Electric, Inc., Chino, CA	$248,067.00
3. PTM General Engineering, Chino Hills, CA	$263,940.00
4. Select Electric, Inc., Anaheim, CA	$290,199.00
5. Yunex LLC, Riverside, CA	$295,445.00
6. Baker Electric & Renewables LLC, Escondido, CA	*$313,632.02

* An arithmetic error was made within the proposal. Total bid amount was corrected from Bid Opening Report, but did not affect the ranking.

MUED staff reviewed each bid and discovered that the bid from JT Construction Group Inc. (JT) did not satisfy the necessary bid submittal requirements. Specifically, JT did not provide a bid certification, a complete safety questionnaire, and the required attachments. MUED staff contacted JT to obtain the missing information, but JT was unable to provide the required documents. Therefore, the JT bid is considered non-responsive and staff recommends that the City Council reject the bid from JT. Staff reviewed the remaining bids and determined that the Elecnor Belco Electric, Inc. (Elecnor) bid is responsive and responsible and recommends that City Council award a $248,067 construction contract to Elecnor. It is anticipated that the Project will be completed within one hundred (100) working days after a Notice to Proceed is issued to the Contractor.

This Project is categorically exempt from environmental review pursuant to Section 15301(c) of the State’s guidelines implementing the California Environmental Quality Act as the project involves negligible or no capacity expansion.

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
Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	200400

Discussion:

There is no fiscal impact associated with this action. The total cost of the Project is included in the Governmental Grant Fund (200400) budget and will be reimbursed by the CalTrans HSIP grant program after the Project is completed.

Attachments

A. Elecnor Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Plans
F. Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of May, 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 Elecnor Belco Electric, 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: HSIP Cycle 10 Enhanced Crosswalk Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's HSIP Cycle 10 Enhanced Crosswalk Project, Project No. S400021, Federal Project No. HSIPL-5083(027) (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Two Hundred Forty-Eight Thousand, Sixty-Seven dollars ($248,067) 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 one hundred (100) 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 ($500.00) 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 ($500.00) 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.

[SIGNATURES ON NEXT PAGE]

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)

Elecnor Belco Electric, 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
HSIP Cycle 10 Enhanced Crosswalk Project
Project No. S400021, Federal Project No. HSIPL-5083(027)

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 Elecnor Belco Electric, Inc. (hereinafter designated as "Principal") have entered into an agreement dated May 6, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as HSIP Cycle 10 Enhanced Crosswalk Project, Project No. S400021, Federal Project No. HSIPL-5083(027) 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 Two Hundred Forty-Eight Thousand, Sixty-Seven dollars ($248,067) 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 Elecnor Belco Electric, 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 May 6, 2025, and identified as HSIP Cycle 10 Enhanced Crosswalk Project, Project No. S400021, Federal Project No. HSIPL-5083(027) 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 Two Hundred Forty-Eight Thousand, Sixty-Seven dollars ($248,067) 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
REVISED BID OPENING REPORT

The following bids were opened on the **5th day of March 2025 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **HSIP Cycle 10 Enhanced Crosswalk Project No. S400021, HSIPL-5083(027)**. 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	Addenda Acknowledged (1)	Total Bid Amount
1	JT Construction Group	No*	Yes	Yes	$120,240.00
2	Elecnor Belco Ellectric, Inc., Chino, CA	Yes	Yes	Yes	$248,067.00
3	PTM General Engineering, Chino Hills, CA	Yes	Yes	Yes	$263,940.00
4	Select Electric, Inc., Anaheim, CA	Yes	Yes	Yes	$290,199.00
5	Yunex LLC, Riverside, CA	Yes	Yes	Yes	$295,445.00
6	Baker Electric & Renewables LLC, Escondido, CA	Yes	Yes	Yes	$313,632.00

***This bidder failed to sign the certification page.**

Jeanne Donaldson

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Veronica Medina, Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. HSIPL-5083(027)
HSIP Cycle 10 Enhanced Crosswalk Project

BID DATE: 5-Mar-2025
EST. START DATE: 21-Apr-2025

Item No.	Bid Item	Quantity	Unit	JT Construction Group, Inc.		Elecnor Belco Electric, Inc.		PTM General Engineering	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$5,350.00	$5,350.00	$6,130.00	$6,130.00	$10,000.00	$10,000.00
2	Traffic & Pedestrian Control	1	LS	$10,500.00	$10,500.00	$10,250.00	$10,250.00	$27,550.00	$27,550.00
3	Solar Powered Rectangular Rapid Flashing Beacons (RRFB)	8	EA	$5,250.00	$42,000.00	$11,408.00	$91,264.00	$14,000.00	$112,000.00
4	Type 1-A or B Pole 13'	8	EA	$1,575.00	$12,600.00	$3,988.00	$31,904.00	$4,000.00	$32,000.00
5	Annunciating Pushbuttons with pole	8	EA	$1,050.00	$8,400.00	$2,678.00	$21,424.00	$2,000.00	$16,000.00
6	Install New ADA Accessible Curb Ramp	1	EA	$5,000.00	$5,000.00	$22,756.00	$22,756.00	$11,400.00	$11,400.00
7	Remove and Replace ADA Accessible Curb Ramp	1	EA	$1,500.00	$1,500.00	$30,724.00	$30,724.00	$11,400.00	$11,400.00
8	Signs and Posts	1	LS	$5,250.00	$5,250.00	$7,681.00	$7,681.00	$14,400.00	$14,400.00
9	Striping (Thermo)	1	LS	$5,250.00	$5,250.00	$5,405.00	$5,405.00	$7,200.00	$7,200.00
10	Existing Sign Removal	1	LS	$525.00	$525.00	$854.00	$854.00	$2,400.00	$2,400.00
11	Demobilization	1	LS	$5,150.00	$5,150.00	$1,285.00	$1,285.00	$1,200.00	$1,200.00
12	Unforeseen work not covered within all other bid items	1	LS	$18,390.00	$18,390.00	$18,390.00	$18,390.00	$18,390.00	$18,390.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$119,915.00**		**$248,067.00**		**$263,940.00**

Multiplication error on bid item 6.
Total is corrected per unit price.

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	AGS Assurety LLC (not on CADOI)	Liberty Mutual Insurance Company	Nationwide Mutual Insurance Company
Submitted Entire Bid Package	No	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Unregistered	Active	Active
Error in Bid	Yes	No	No

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

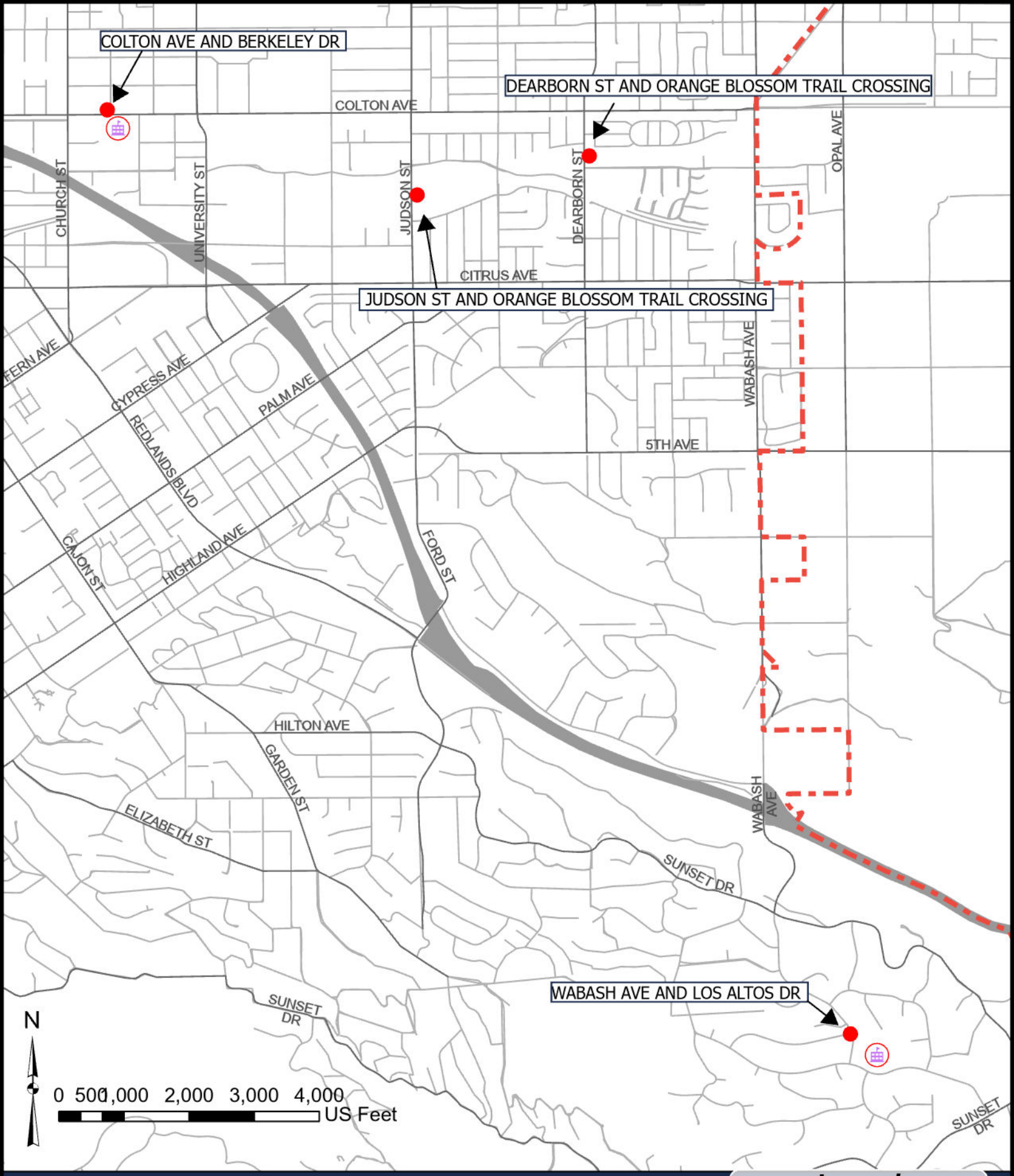
PROJECT NO. HSIPL-5083(027)
HSIP Cycle 10 Enhanced Crosswalk Project

BID DATE: 5-Mar-2025
EST. START DATE: 21-Apr-2025

Item No.	Bid Item	Quantity	Unit	Select Electric, Inc.		Yunex LLC		Baker Electric & Renewables LLC	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$14,305.00	$14,305.00	$6,265.00	$6,265.00	$7,420.00	$7,420.00
2	Traffic & Pedestrian Control	1	LS	$2,859.00	$2,859.00	$3,680.00	$3,680.00	$43,080.50	$43,080.50
3	Solar Powered Rectangular Rapid Flashing Beacons (RRFB)	8	EA	$6,039.00	$48,312.00	$7,030.00	$56,240.00	$7,763.31	$62,106.48
4	Type 1-A or B Pole 13'	8	EA	$6,058.00	$48,464.00	$4,950.00	$39,600.00	$7,964.88	$63,719.04
5	Annunciating Pushbuttons with pole	8	EA	$6,698.00	$53,584.00	$11,690.00	$93,520.00	$5,163.50	$41,308.00
6	Install New ADA Accessible Curb Ramp	1	EA	$23,671.00	$23,671.00	$20,820.00	$20,820.00	$24,202.53	$24,202.53
7	Remove and Replace ADA Accessible Curb Ramp	1	EA	$43,455.00	$43,455.00	$20,820.00	$20,820.00	$32,673.42	$32,673.42
8	Signs and Posts	1	LS	$13,717.00	$13,717.00	$13,945.00	$13,945.00	$5,264.05	$5,264.05
9	Striping (Thermo)	1	LS	$6,856.00	$6,856.00	$6,970.00	$6,970.00	$9,863.00	$9,863.00
10	Existing Sign Removal	1	LS	$2,281.00	$2,281.00	$2,320.00	$2,320.00	$605.00	$605.00
11	Demobilization	1	LS	$14,305.00	$14,305.00	$12,875.00	$12,875.00	$5,000.00	$5,000.00
12	Unforeseen work not covered within all other bid items	1	LS	$18,390.00	$18,390.00	$18,390.00	$18,390.00	$18,390.00	$18,390.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$290,199.00**		**$295,445.00**		**$313,632.02**

Multiplication error on bid items 3 & 4. Total is corrected per unit price.

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Fidelity and Deposit Company of Maryland	Euler Hermes North America Insurance Company	Fidelity and Deposit Company of Maryland
Submitted Entire Bid Package	Yes	Yes	No
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	Yes



City of Redlands

HSIP Cycle 10 Enhanced Crosswalk

Proposed Locations

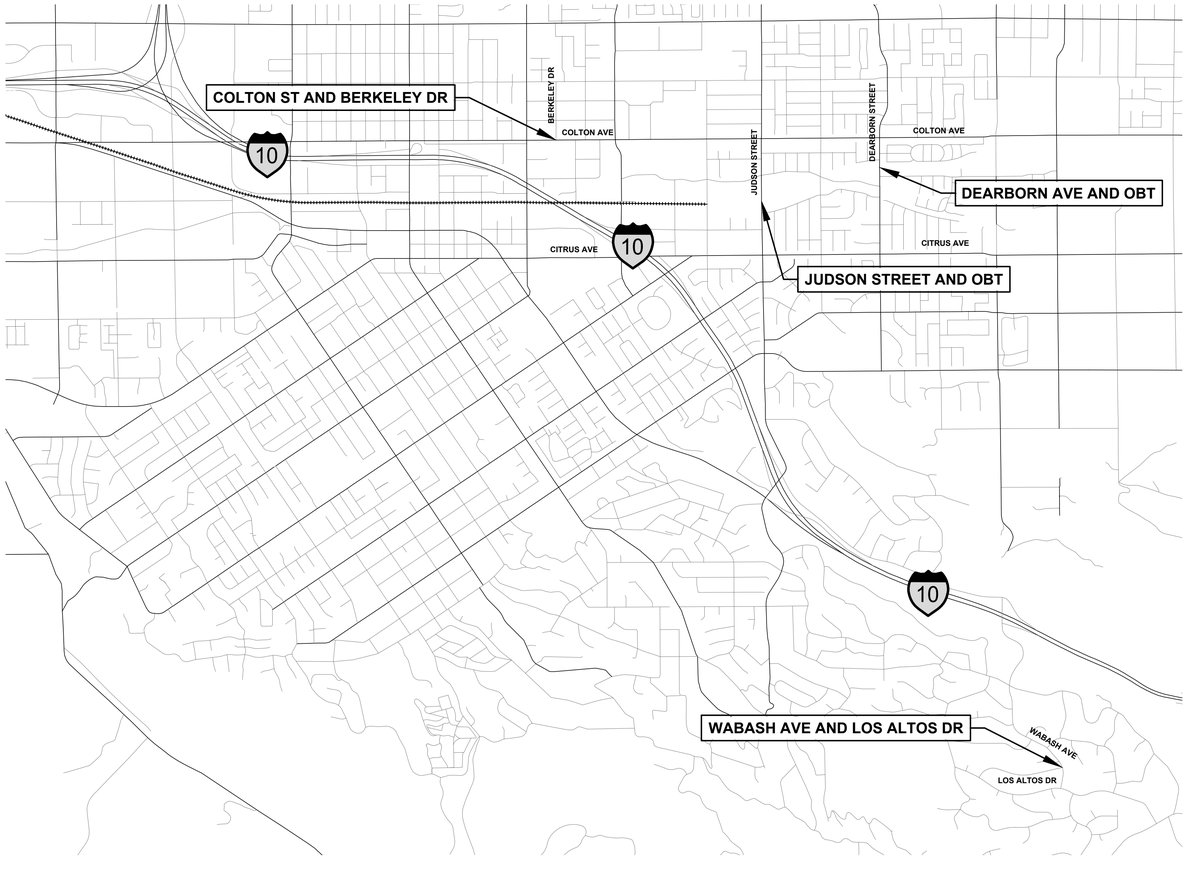
Author: Redlands GIS **Date:** 3/11/2025

Legend

- City Boundary
- School
- Proposed Locations

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
HSIP CYCLE 10
ENHANCED CROSSWALK
FEDERAL PROJECT NO. HSIPL 5083(027), CITY PROJECT No. S400021

JANUARY 2025



SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	GENERAL NOTES & DETAILS
3	DEARBORN STREET AND ORANGE BLOSSOM TRAIL
4	JUDSON STREET AND ORANGE BLOSSOM TRAIL
5	BERKELEY DRIVE AND COLTON AVENUE
6	WABASH AVENUE AND LOS ALTOS DRIVE
7	ADA RAMPS AT WABASH AVENUE AND LOS ALTOS DRIVE

CITY COUNCIL:

MARIO SAUCEDO, MAYOR
MARC SHAW, MAYOR PRO TEM
EDDIE TEJEDA, COUNCIL MEMBER
PAUL T. BARICH, COUNCIL MEMBER
DENISE DAVIS, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

N
W E
S

VICINITY MAP
NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 10
ENHANCED CROSSWALK
CROSSING, PROJECT No. 5083(027)

TITLE SHEET & VICINITY MAP

Designed by: VM
Date: 01/2025
Checked by: GJN
Date: 01/2025
Drawn by: VM
Date: 01/2025
Checked by: GKD
Date: 01/2025

Reviewed By: 1/31/2025
GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date
Approved By: 1/31/2025
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

Sheet 1 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2444 TS

K:\Capital Projects\24G400 GENERAL CAPITAL IMPROVEMENT\HSIP – Cycle 10 RRFB Crosswalks – S400021\6 DESIGN\Updated Title Block.dwg | Plotted: 2/5/2025

CIVIL CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	INSTALL R1-5 SIGN AND POST
2	INSTALL R1-5 SIGN ON EXISTING/RELOCATED POST
3	INSTALL W11-2 AND W16-9P SIGN AND POST
4	INSTALL S1-1 AND W16-7P SIGN
5	INSTALL W11-2 AND W16-7P SIGN
6	INSTALL ANNUNCIATING PUSHBUTTON WITH POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
7	INSTALL RAPID RECTANGULAR FLASHING BEACON AND POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
8	INSTALL WHITE THERMOPLASTIC YIELD LINE PER FIGURE 3B-16, MAXIMUM DIMENSIONS, 6" SPACING
9	INSTALL TYPE 1B POLE
10	REMOVE/RELOCATE SIGN AND POST
11	PAINT RED CURB
12	REMOVE EXISTING CONCRETE CURB, GUTTER, CONCRETE, AND AC PAVEMENT
13	REMOVAL LIMIT, SAWCUT CONCRETE,, ASPHALT, AND OTHER HARDSCAPE SURFACE AND REMOVE TO THE LIMITS SHOWN ON THE PLAN
14	CONSTRUCT CURB RAMP PER SPPWC STD. PLAN NO. 111-5 CASE B TYPE 1 OVER 12" MIN OF COMPACTED NATIVE
15	CONSTRUCT CURB RAMP PER SPPWC STD. PLAN NO. 111-5 CASE B TYPE 2 OVER 12" MIN OF COMPACTED NATIVE
16	CONSTRUCT FULL DEPTH AC PAVEMENT 2' WIDE OVER 12" MIN OF 95% COMPACTED NATIVE
17	CONSTRUCT 4" THICK P.C.C. SIDEWALK OVER 12" MIN 95% COMPACTED NATIVE
18	CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD. PLAN NO. 120-2, A2-6 OVER 12" MIN 95% COMPACTED NATIVE, MATCH EXISTING CURB AND GUTTER AND TAPER WITHIN CURB RAMP

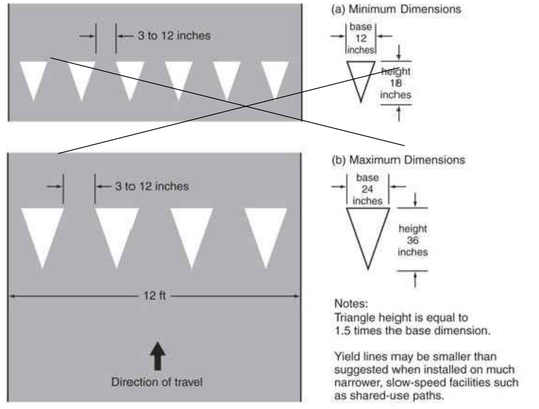


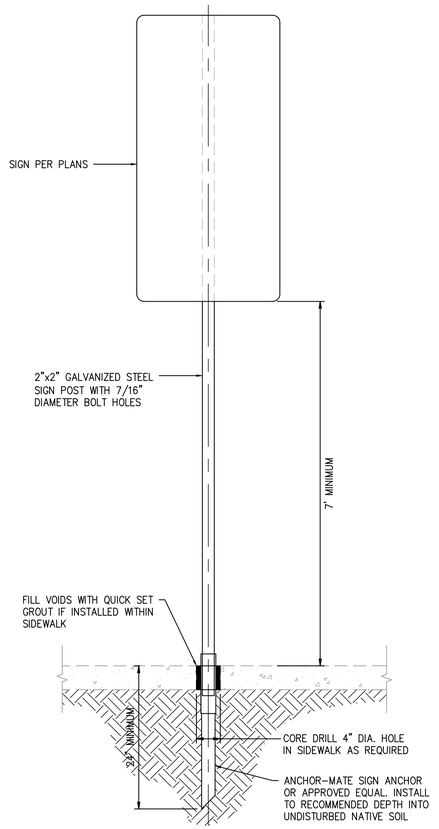
FIGURE 3B-16

TYPICAL STRIPING LEGEND

NOT TO SCALE

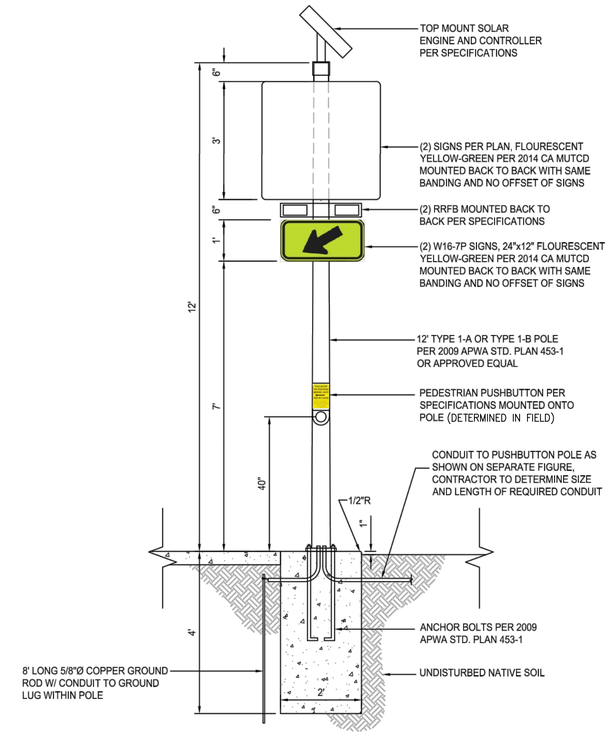
GENERAL NOTES

1. ALL MODULES, POLES, SIGNAGE, 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.
2. ALL EXISTING SIGNING, STRIPING, AND PAVEMENT MARKINGS, 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.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
4. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
5. ALL CONSTRUCTION SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES. PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
6. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AS NECESSARY FOR PUBLIC SAFETY. ALL WORK WITHIN 6-FEET OF THE SHOULDER WILL REQUIRE CLOSURE OF THE SHOULDER. ALL WORK WITHIN 6-FEET OF THE TRAVELED WAY WILL REQUIRE CLOSURE OF THAT LANE.
7. ALL CONFLICTING SIGNS SHALL BE REMOVED OR RELOCATED BY THE CONTRACTOR. RELOCATABLE SIGNS SHALL BE INSTALLED AS SPECIFIED ON THE PLANS OR AS DETERMINED IN THE FIELD BY THE CITY ENGINEER.
8. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2021 EDITION, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION", 2021 EDITION, AND THE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE MUNICIPAL UTILITIES & ENGINEERING DIRECTOR OR APPOINTED REPRESENTATIVE.
9. IF ANY DAMAGE OCCURS AS A RESULT OF THIS PROJECT, THE CONTRACTOR IS RESPONSIBLE TO REPAIR AT THEIR EXPENSES.
10. EXISTING STRIPING SHALL BE REMOVED AND REPLACED AS NECESSARY. NEW STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRIPING PLANS APPROVED BY THE MUNICIPAL UTILITIES & ENGINEERING DIRECTOR OR APPOINTED REPRESENTATIVE.
11. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT 1-800-227-2600, TWO WORKING DAYS BEFORE YOU DIG.
12. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE PROJECT.
13. USE BEST MANAGEMENT PRACTICES (BMP) TO PREVENT AND CONTAIN ANY ILLEGAL DISCHARGES IN ACCORDANCE WITH CHAPTER 13.54 OF THE MUNICIPAL CODE AND THE TERMS OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. THIS IS TO REMAIN IN EFFECT FOR THE ENTIRE DURATION OF PROJECT CONSTRUCTION TO ITS COMPLETION AND ACCEPTANCE BY CITY.
14. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL/DETOUR PLAN TO THE ENGINEER FOR APPROVAL. ALL APPROVED CONSTRUCTION SIGNAGE SHALL BE IN PLACE PRIOR TO THE START OF WORK.
15. 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.
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ACCURATE "RECORD" DRAWINGS TO THE CITY UPON COMPLETION OF CONSTRUCTION.
17. RESURFACING WORK WITHIN TEN FEET OF ANY RAILROAD X-ING, BRIDGE AND/OR SHALLOW (1-1/2' OR LESS COVER) UNDERGROUND STRUCTURES SHALL BE GRIND & OVERLAY OPERATION INSTEAD OF PULVERIZATION (IF SPECIFIED). THICKNESS OF AC LAYER SHALL BE AS SPECIFIED IN THE PLAN.
18. ALL DELINEATORS, SIGNS, TRAFFIC CONES SHALL BE IN NEW CONDITION.
19. 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.
20. 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
21. THESE PLANS SHALL BE USED FOR SCHEMATIC PURPOSES ONLY. THE CONTRACTOR SHALL FIELD LOCATE THE SIGNS OR STRIPING RELATIVE TO KNOWN POINTS BASED ON LOCATION SHOWN ON THE PLANS OR FIELD LOCATE WITH DIRECTION FROM CITY STAFF.
22. ALL STRIPING AND SIGNAGE IMPROVEMENTS SHOWN ON THE PLANS, WHETHER EXPLICITLY CALLED OUT SPECIFICALLY OR NOT, SHALL BE INSTALLED BY THE CONTRACTOR BASED ON THE QUANTITIES SHOWN IN THE BID SCHEDULE.



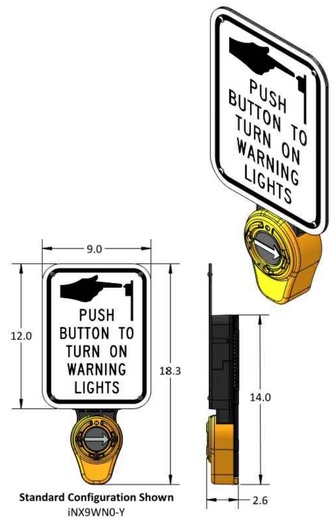
TYPICAL SIGN & POST INSTALLATION

NOT TO SCALE



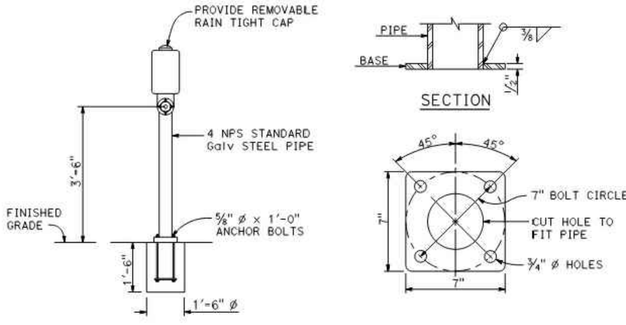
TYPICAL RRFB INSTALLATION

NOT TO SCALE



TYPICAL PUSHBUTTON

NOT TO SCALE



DETAIL B

TYPE 2 POST

NOT TO SCALE



TYPICAL SIGN LEGEND

NOT TO SCALE

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

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Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 10
ENHANCED CROSSWALK CROSSING, PROJECT No. 5083(027)
GENERAL NOTES & DETAILS

F-2444 TS

Designed by: VM Date: 01/2025
Checked by: GJN Date: 01/2025
Drawn by: VM Date: 01/2025
Checked by: GKD Date: 01/2025

Reviewed By: 1/31/2025
GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date
Approved By: 1/31/2025
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

Sheet 2 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

X:\Capital Projects\24060 GENERAL CAPITAL IMPROVEMENTS\HSIP - Cycle 10 RRB Crosswalks - 5450031\8 DESIGN\Updated Title Block.dwg | Plotted: 2/5/2025

CIVIL CONSTRUCTION NOTES:

NO.	DESCRIPTION
2	INSTALL R1-5 SIGN ON EXISTING/RELOATED POST
5	INSTALL W11-2 AND W16-7P SIGN
6	INSTALL ANNUNCIATING PUSHBUTTON WITH POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
7	INSTALL RAPID RECTANGULAR FLASHING BEACON
8	INSTALL WHITE THERMOPLASTIC YIELD LINE PER FIGURE 3B-16, MAXIMUM DIMENSIONS, 6" SPACING
9	INSTALL TYPE 1B POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
10	REMOVE/RELOCATE SIGN AND POST
11	PAINT RED CURB



N
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PLAN
Scale: NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

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1-800-227-2600
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NONE REFERENCED

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REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 10
ENHANCED CROSSWALK
CROSSING, PROJECT No. 5083(027)

DEARBORN STREET & OBT

Designed by: VM
Date: 01/2025
Checked by: GJN
Date: 01/2025
Drawn by: VM
Date: 01/2025
Checked by: GKD
Date: 01/2025

Reviewed By: 1/31/2025
GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date
Approved By: 1/31/2025
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

Sheet 3 of 7 Sheets
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CIVIL CONSTRUCTION NOTES:

NO.	DESCRIPTION
(2)	INSTALL R1-5 SIGN ON EXISTING/RELOCATED POST
(5)	INSTALL W11-2 AND W16-7P SIGN
(6)	INSTALL ANNUNCIATING PUSHBUTTON WITH POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
(7)	INSTALL RAPID RECTANGULAR FLASHING BEACON
(8)	INSTALL WHITE THERMOPLASTIC YIELD LINE PER FIGURE 3B-16, MAXIMUM DIMENSIONS, 6" SPACING
(9)	INSTALL TYPE 1B POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
(10)	REMOVE/RELOCATE SIGN AND POST



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Scale: NTS

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Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 10
ENHANCED CROSSWALK
CROSSING, PROJECT No. 5083(027)

JUDSON STREET & OBT

Designed by: VM
Date: 01/2025
Checked by: GJN
Date: 01/2025
Drawn by: VM
Date: 01/2025
Checked by: GKD
Date: 01/2025

Reviewed By: 1/31/2025
GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date

Approved By: 1/31/2025
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

Sheet 4 of 7 Sheets
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CIVIL CONSTRUCTION NOTES:

NO.	DESCRIPTION
(2)	INSTALL R1-5 SIGN ON EXISTING/RELOCATED POST
(4)	INSTALL S1-1 AND W16-7P SIGN
(6)	INSTALL ANNUNCIATING PUSHBUTTON WITH POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
(7)	INSTALL RAPID RECTANGULAR FLASHING BEACON
(8)	INSTALL WHITE THERMOPLASTIC YIELD LINE PER FIGURE 3B-16, MAXIMUM DIMENSIONS, 6" SPACING
(9)	INSTALL TYPE 1B POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
(10)	REMOVE/RELOCATE SIGN AND POST
(11)	PAINT RED CURB



PLAN
Scale: NTS

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LINE IS 2 INCHES AT FULL SIZE
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NONE REFERENCED

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REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 10
ENHANCED CROSSWALK
CROSSING, PROJECT No. 5083(027)

BERKELEY DR & COLTON AVE

Designed by: VM	Reviewed By: 1/31/2025
Date: 01/2025	GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date
Checked by: GJN	Approved By: 1/31/2025
Date: 01/2025	GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date
Drawn by: VM	Sheet 5 of 7 Sheets
Date: 01/2025	Scale: Horiz. AS SHOWN
Checked by: GKD	Vert. NONE
Date: 01/2025	

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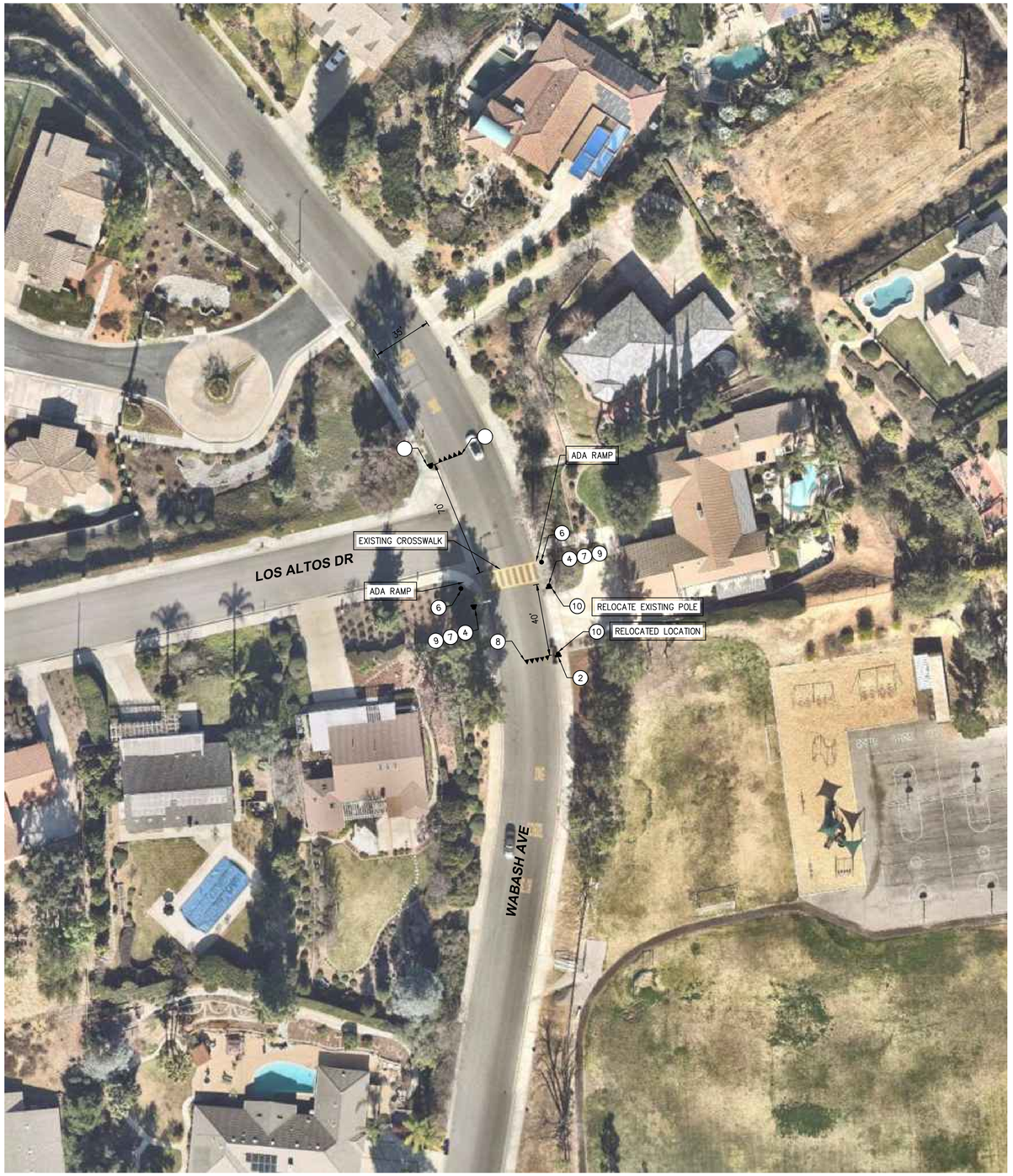
CIVIL CONSTRUCTION NOTES:

NO.	DESCRIPTION
1	INSTALL R1-5 SIGN AND POST
2	INSTALL R1-5 SIGN ON EXISTING/RELOCATED POST
4	INSTALL S1-1 AND W16-7P SIGN
6	INSTALL ANNUNCIATING PUSHBUTTON WITH POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
7	INSTALL RAPID RECTANGULAR FLASHING BEACON
8	INSTALL WHITE THERMOPLASTIC YIELD LINE PER FIGURE 3B-16, MAXIMUM DIMENSIONS, 6" SPACING
9	INSTALL TYPE 1B POLE AS SHOWN ON PLANS AND DETAIL ON SHEET 2
10	REMOVE/RELOCATE SIGN AND POST



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REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 10
ENHANCED CROSSWALK
CROSSING, PROJECT No. 5083(027)

WABASH AVE & LOS ALTOS DR

Designed by: VM
Date: 01/2025
Checked by: GJN
Date: 01/2025
Drawn by: VM
Date: 01/2025
Checked by: GKD
Date: 01/2025

Reviewed By: 1/31/2025
GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date
Approved By: 1/31/2025
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

Sheet 6 of 7 Sheets
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CIVIL CONSTRUCTION NOTES:

NO.	DESCRIPTION
12	REMOVE EXISTING CONCRETE CURB, GUTTER, CONCRETE, AND AC PAVEMENT
13	REMOVAL LIMIT, SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACE AND REMOVE TO THE LIMITS SHOWN ON THE PLAN
14	CONSTRUCT CURB RAMP PER SPPWC STD. PLAN NO. 111-5 CASE B TYPE 1 OVER 12" MIN OF COMPACTED NATIVE
15	CONSTRUCT CURB RAMP PER SPPWC STD. PLAN NO. 111-5 CASE B TYPE 2 OVER 12" MIN OF COMPACTED NATIVE
16	CONSTRUCT FULL DEPTH AC PAVEMENT 2' WIDE OVER 12" MIN OF 95% COMPACTED NATIVE
17	CONSTRUCT 4" THICK P.C.C. SIDEWALK OVER 12" MIN 95% COMPACTED NATIVE
18	CONSTRUCT 6" CURB AND GUTTER PER SPPWC STD. PLAN NO. 120-2, A2-6 OVER 12" MIN 95% COMPACTED NATIVE, MATCH EXISTING CURB AND GUTTER AND TAPER WITHIN CURB RAMP



LEGEND:

- P.C.C.
- ASPHALT
- CAST-IN-PLACE TRUNCATED DOME

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Scale: NTS

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Revisions

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 10
ENHANCED CROSSWALK
CROSSING, PROJECT No. 5083(027)
ADA RAMP
WABASH AVE & LOS ALTOS DR

Designed by: VM
Date: 01/2025
Checked by: GJN
Date: 01/2025
Drawn by: VM
Date: 01/2025
Checked by: GKD
Date: 01/2025

Reviewed By: 1/31/2025
GERARD J. NEPOMUCENO, CIVIL ENGINEER, R.C.E. 93200 Date
Approved By: 1/31/2025
GOUTAM K. DOBEY, CITY ENGINEER, R.C.E. 75646 Date

Sheet 7 of 7 Sheets
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F-2444 TS

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CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

HSIP-Cycle 10 Enhanced Crosswalk
City Project No. S400021,
Federal Project No. HSIPL-5083 (027)

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

JANUARY 2025

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CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

HSIP-Cycle 10 Enhanced Crosswalk
City Project No. S400021,
Federal Project No. HSIPL-5083 (027)

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Standard Specifications, State of California, Department of Transportation, latest edition, the State of California Department of Transportation Standard Plans 2018 edition unless otherwise specified, and these Special provisions.

City Council:
Mario Saucedo, Mayor
Marc Shaw, Mayor Pro Tem
Eddie Tejeda, Councilmember
Paul T. Barich, Councilmember
Denise Davis, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

JANUARY 2025

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HSIP-Cycle 10 Enhanced Crosswalk
City Project No. S400021,
Federal Project No. HSIPL-5083 (027)

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(XX) REFLECTS PAGE IDENTIFICATION FOOTER ABBREVIATION

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
HSIP-Cycle 10 Enhanced Crosswalk
City Project No. S400021,
Federal Project No. HSIPL-5083(027)

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 **March 5, 2025**, 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: HSIP-Cycle 10 Enhanced Crosswalk, City Project No. S400021, Federal Project No. HSIPL-5083(027).**

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.

Attention is directed to the Federal minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employee in question.

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", "Class C10", or "Class C8" 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.

This project has a goal of eight percent (8%) disadvantaged business enterprise (DBE) participation. It shall be the responsibility of the Contractor to ensure that this goal is met for each project of this contract with Caltrans certified DBE/WBE subcontractors. It is further the responsibility of the Contractor to ensure that these certifications do not expire prior to bid opening.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

All questions related to this project shall be directed to Veronica Medina, Project Manager, at 909-798-7584 Ext 6. 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
HSIP-Cycle 10 Enhanced Crosswalk
City Project No. S400021,
Federal Project No. HSIPL-5083 (027)

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. Attention is directed to the Federal minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employee in question.

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: **HSIP-Cycle 10 Enhanced Crosswalk**
City Project No. S400021, Federal Project No. HSIPL-5083 (027)

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", "Class C8", or "Class C10" 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.

11. AWARD OF CONTRACT

The Award of Contract shall be to the Lowest Responsible Bidder as prescribed by Public Contract Code Section 20164-20172, inclusive.

12. CONTRACT ASSURANCE

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

13. BID RIGGING

The U.S. Department of transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hot-line to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the dot Inspector General.

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

HSIP-Cycle 10 Enhanced Crosswalk
City Project No. S400021,
Federal Project No. HSIPL-5083 (027)

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 Base Bid Price)	LUMP SUM	N/A	$_____
2	Traffic & Pedestrian Control	LUMP SUM	N/A	$_____
3	Solar Powered Rectangular Rapid Flashing Beacons (RRFB)	8 EA	$_____/EA	$_____
4	Type 1-A or B Pole 13'	8 EA	$_____/EA	$_____
5	Annunciating Pushbuttons with pole	8 EA	$_____/EA	$_____
6	Install New ADA Accessible Curb Ramp	1 EA	$_____/EA	$_____
7	Remove and Replace ADA Accessible Curb Ramp	1 EA	$_____/EA	$_____
8	Signs and Posts	LUMP SUM	N/A	$_____
9	Striping (Thermo)	LUMP SUM	N/A	$_____

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
10	Existing Sign Removal	LUMP SUM	N/A	$_____
11	Demobilization	LUMP SUM	N/A	$_____
12	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$18,390
			BID SCHEDULE PRICE	**$_____**

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 City Project No. S400021, Federal Project No. HSIPL-5083 (027).

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)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor , hereby certifies that he has_____, has not_____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

ACKNOWLEDGED this_____ day of _____,_____.

_____
Contractor's Signature

_____
Contractor's Name

_____
Address

_____
City

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 City Project No. S400021, Federal Project No. HSIPL-5083 (027). 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 City Project No. S400021, Federal Project No. HSIPL-5083 (027), 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 City Project No. S400021, Federal Project No. HSIPL-5083 (027), 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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

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

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year_____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

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

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify_____

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

(attach Continuation Sheet(s) if necessary)

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

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

Signature:_____

Print Name: _____

Title:_____

Telephone No.: _____ Date:_____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

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 _____, 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: **HSIP-Cycle 10 Enhanced Crosswalk**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **HSIP-Cycle 10 Enhanced Crosswalk**, **City Project No. S400021, Federal Project No. HSIPL-5083 (027)** (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 One Hundred (100) 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 ($500) for each consecutive calendar day 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 the 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 the 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
HSIP-Cycle 10 Enhanced Crosswalk
City Project No. S400021,
Federal Project No. HSIPL-5083 (027)

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 _____, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as _____ 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 _____ is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending 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)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
(Seal and Notarial Acknowledgement of Surety)	_____
	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 Chief Engineer of the Agency, being the Municipal Utilities and Engineering Director, or other person designated by the Board or Chief 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 3-13.3 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), 2021 Edition
N. Standard Plans for Public Works Construction, 2021 Edition
O. Reference Specifications.
P. Caltrans Standard Specifications, 2018 Edition
Q. Caltrans Standard Plans, 2018 Edition

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.

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.

3-12 WORKSITE MAINTENANCE

3-12.4 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.

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 6-6 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.

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.

3-13.3.1 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.

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.

4-3 INSPECTION. - *Add the following paragraphs:*

"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 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.

Attention is also directed to the Federal minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employee in question.

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 3-12.6.

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.

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 7-19.

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.

6-3.1 General. - *Add the following sentence:*
The time of completion of the Contract shall be expressed in consecutive calendar days.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per calendar 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 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 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 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 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.

301-6 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-6.1 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.

301-6.2 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.

301-6.3 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.

301-6.4 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.

301-6.5 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.

301-7 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

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 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.

301-7.2 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 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.

301-7.3 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 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.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture 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.

301-7.5 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 306 - UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS.

306-1.1.3 Maximum and Minimum Width of Trench. - *Amend as follows:*

Add the following sentence to paragraph 4:
If additional payment is to be requested, the Contractor shall make written request and receive approval from the Engineer before any excavation is begun.

Add the following sentence to paragraph 5:

If additional payment is to be requested, the Contractor shall make written request and receive approval from the Engineer before any excavation is begun.

306-1.1.6 Bracing Excavations. - *Add the following paragraphs:*
The Contractor shall submit a bracing plan, prepared by a registered engineer authorized to perform this type of work, as allowed by state statute. The bracing plan shall be stamped and signed by the engineer, and submitted as specified.

The bracing plan shall be submitted for review and acceptance by the Engineer prior to the start of any excavation work requiring bracing and shall include plate data as specified in 306-1.1.7.

306-1.1.7 Plate Installation. - *Add this subsection:*
When plating across an open trench is required or necessary due to the Contractor's operations, the trench shall be adequately and properly braced to stabilize trench edges to support a minimum H20 load rating. Plates shall be installed with a minimum clearance from the trench edge on each side as shown on the bracing plan. The maximum plate span across a trench shall be shown on the bracing plan.

Plate contact area shall be cold milled to a depth equal to the plate thickness, allowing a smooth transition from plate surface to existing roadway pavement surface. The cold mill area shall not exceed the plate edge by more than 1 inch (25 mm) maximum.

All costs for plate use, including cold milling, shall be borne by the Contractor, and no additional compensation shall be made therefore.

306-1.2 Installation of Pipe. - *Add the following paragraphs:*
Before installation of pipelines, the Contractor shall have constructed curb and gutter, and cut street to the appropriate subgrade depth. This requirement shall be waived for the installation of storm drain and sewer piping, which shall be installed prior to the curb and gutter construction.

"Pipelines" as referred to in the previous paragraph shall include potable water mains, non-potable water mains, irrigation mains, electrical conduits, telephone conduits, television conduits, gas mains, and any other underground pipeline or conduit, except storm drain and sewer. This shall include all laterals, services, and other appurtenances for the "pipelines".

306-1.2.1.2 Bedding for Narrow Trenches. - *Amend paragraph 1 as follows:*
"Narrow trenches are defined as 12 inches (305 mm) or less in width."

306-1.2.2 Pipe Laying. - *Add the following paragraph:*
Concrete collars, plugs, anchors, thrust blocks, stabilizers and bulkheads shall be included as work under this item.

306-1.3.1 General. - *Amend the following:*

Amend paragraph 4 as follows:

"When the depth of cover of the top pipe or cable is less than 30 inches (760mm), the top 24 inches (600mm) of backfill, measured from the surface, shall be compacted to 95 percent relative compaction."

Add the following paragraph:
All trench backfill shall be compacted to a minimum 95 percent relative compaction, unless otherwise specified by the Engineer.

306-1.5.1 Temporary Resurfacing. - *Delete the last 2 paragraphs, replace with the following:*
The price bid for underground conduit construction shall include full compensation for furnishing, placing, maintaining, removing and disposing of temporary resurfacing materials.

306-1.6 Basis of Payment for Open Trench Installations. - *Amend the following:*

Amend the first sentence of paragraph 1:
"Pipe and conduit shall be measured along the horizontal axis between the ends as laid and shall include the actual pipe in place and shall not include the inside dimensions of structures."

Amend the first sentence of paragraph 2:
"The Contract Unit Price per linear foot (meter) for pipe and conduit in place shall be considered full compensation for all wyes, tees, bends, monolithic catch basin connections, concrete collars, plugs, bulkheads and specials shown on the Plans; the removal of interfering portions of existing sewers, storm drains, and improvements; the closing or removing of abandoned conduit and structures; the excavations of the trench; the control of ground and surface waters; the preparation of subgrade; placing and joining pipe; backfilling the trench; permanent resurfacing; and all other work (excluding temporary resurfacing) necessary to install the pipe or conduit, complete in place."

Add the following paragraph:
In all items involving pipelines, 90 percent of the pipe item unit price will be included in progress estimates when all work except testing and clean up has been completed. An additional 5 percent will be included in progress estimates when a section of pipeline has satisfactorily met all test requirements and the remaining 5 percent will be included in progress estimates when clean up of a section of pipeline, including permanent trench resurfacing, has been completed.

306-2 JACKING OPERATIONS.

306-2.6 Payment. - *Add the following sentence to paragraph 1:*
If rocks, boulders, or debris of any type are encountered during operations, all removal, repair and correction costs including delay time and costs shall be borne by the Contractor and no additional compensations shall be made therefore.

SECTION 307 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-1 GENERAL. - *Amend the following:*

Add the following paragraphs:
Any person performing electrical work subject to the certification requirements of Labor Code sections 3099 et seq. shall be certified, as required by law, prior to, and throughout, the performance of such work.

Add the following paragraphs:
Inspection shall be required at the following stages: (1) prior to pouring foundation concrete, excavation dimensions shall be verified; (2) prior to placement of a standard, foundation and anchor bolts shall be verified; and (3) prior to pouring the cap, connections, ground bond and luminary shall be verified.

There shall be no structure(s) encased in foundation concrete. Foundation concrete shall be held 4 inches to 5 inches (102 mm to 127 mm) below top of curb grade.

Anchor bolts shall be held by a template with the top of each bolt a maximum 1/2 inch (13 mm) below top of curb or a maximum ½ inch (13 mm) below top of sidewalk if set behind sidewalk.

The top of foundation concrete shall be cleaned of all foreign objects before foundation cap is poured. Standard shall be plumb and tightened prior to foundation cap placement.

Foundation cap shall be formed to a minimum dimension of 32 inches (813 mm) wide, centered to the light standard and from the back of curb to a point 9 inches (229 mm) beyond the back of the light standard. The cap slope shall be equivalent to adjacent sidewalk or shall be 2 percent from the top of curb in parkway. Cap shall be poured to encase anchor bolts and flow under street light standard so that the pole butt is encased.

307-8 FOUNDATIONS, FOUNDATION CAPS AND SLABS.

307-8.2 Foundations. - *Amend the following*:

Amend the first sentence of paragraph 2 as follows:
"Foundations shall cure for 72 hours before erecting standards and 72 hours before erecting mast arms."

Amend the second sentence of paragraph 2 as follows:
"Pile foundations shall cure for 72 hours before erecting standards and 7 days before erecting mast arms."

Add the following paragraphs:
Minimum foundation dimensions shall be 32 inches x 32 inches x 46 inches (813 mm x 813 mm x 1,168 mm) or when bored with an auger shall be 32 inches x 60 inches (813 mm x 1,524 mm).

Foundation and cap concrete shall be as specified in Section 201-1. Cap concrete shall have a light broom finish.

There shall be an 8 foot x 5/8 inch (2.4 m x 16 mm) copper-clad ground rod placed in the center of the base and extended 3 inches (76 mm) above curb level with a ground clamp installed at the top.

307-8.3 Foundation Caps. - *Amend the first sentence of paragraph 1 as follows:*
"Foundation caps shall be the same color, finish, and material as the adjacent sidewalk, and be a minimum thickness of 4 inches (102mm) thick or unless otherwise specified in the Special Provisions."

307-8.4 Concrete Slabs. - *Amend the first sentence of paragraph 1 as follows:*
"Wherever the edge of a concrete foundation extends within 18 inches (450mm) of any existing concrete improvement, a concrete slab with a minimum thickness of 4 inches (102mm) or as specified in the Special Provisions shall be extended to meet the existing improvement."

307-10 STANDARDS, PEDESTALS AND MAST ARMS. - *Add the following paragraphs:*
Standard shall be set square with the street or as directed by the Engineer. Standard shall be centered 24 inches (610 mm) behind curb face or as shown on the plan.

The access door at the base of the standard shall be a minimum ½ inch (13 mm) to a maximum 2 inches (51 mm) above the top of adjacent curb or sidewalk.

Anchor bolts shall have no threads exposed above top of nut when final tightening is completed.

307-11 PULL BOXES. - *Amend the following:*

Amend (b) of paragraph 3 as follows:
"150 feet for street lighting systems, and"

Add the following sentence to paragraph 4:
Conduit entering a pull box shall extend a minimum 3 inches (76 mm) above the rock base.

Add the following paragraph:
Double depth pull boxes shall be grouted on the inside, as specified. Pull boxes shall be located as shown on the plans and installed at either sidewalk or curb grade.

307-12 CONDUIT. - *Amend the following:*

Amend the first sentence of paragraph 6 as follows:
"Detector, telephone interconnect, or street lighting conduit shall be 1-1/4 inch (32 mm) nominal size unless otherwise specified in the Special Provisions."

Delete the second sentence of paragraph 6 and replace with the following:
"Direct interconnect and utility service conduit shall be 2 inch (51 mm) nominal size unless otherwise specified or required by agency or utility."

Add the following sentence to paragraph 6:

Traffic Signal conduit size shall be as specified in Section 209-2.3.

Amend the second sentence of paragraph 2 as follows:
"Conduit placed behind a curb shall not be less than 18 inches (457 mm) nor more than 36 inches (900mm) below the top of the curb."

Add the following sentence to paragraph 9:
There shall be no more than 2 conduits in each foundation.

Amend the first sentence of paragraph 7 as follows:
" not be less than 3 inches (76 mm) above the bottom of the box."

Add the following paragraph:
Contractor shall be required to install traffic signal interconnect conduit, with pull rope, between new traffic signal controller and any existing traffic signal controller located within 1,500 feet (457 m).

307-13 WIRES, CONDUCTORS AND CABLES.

307-13.1 General. - *Add the following paragraph:*
All conductors shall be new and in their original packaging.

307-14 SERVICES.

307-14.1 General. - *Add the following paragraph:*
When a service pedestal is installed in an unpaved area, a slab shall be constructed per Section 307-4.11.

307-17 TRAFFIC SIGNAL CONSTRUCTION.

307-17.2.2 Controller Cabinet Wiring Diagrams. - *Amend the following:*

Add the following sentence to paragraph 1:
Traffic signal Phase 4 shall face north, for southbound traffic.

Add the following paragraphs:
A representative from the traffic controller manufacturer shall be onsite at the time of signal activation and shall install timing and coordination provided by the Engineer.

All software and current upgrades, at the time of installation, for the controller and conflict monitor shall be provided to the City.

307-17.3 Pull Box Covers. - *Amend the following:*

Amend the first sentence as follows:

"Pull box covers to be installed in traffic signal systems or combined traffic signal and multiple circuit street lighting systems conforming to 209-4.2.3, shall conform to 209-3.7 and shall be inscribed "STREET LIGHTING"."

Add the following sentence to paragraph 1:
Lid shall have two 1 inch (10 mm) brass bolts for fastening.

307-17.5.1 General. - *Add the following paragraph:*
Tape color codes for traffic signal phases shall be as follows: 0 - black; 1 - brown; 2 - red; 3 - orange; 4 - yellow; 5 - green; 6 - blue; 7 - violet; 8 - gray; 9 - white.

All cables shall be phase taped to match signal phasing. Cable splicing shall not be allowed in pull boxes.

307-17.6.1 General. - *Amend the following:*

Delete the first two sentences of paragraph 2 and replace with the following:
All signal and arrow indications shall be 12 inches (305 mm).

Add the following paragraph:
Traffic heads, pedestrian heads and shields shall be aluminum. Heads, hardware, etc. shall be flat black. Vehicle faces shall be 12 inches (305 mm). All red, yellow, green and "hand man" indicators shall be LED type. Pedestrian lenses shall be mechanically connected to the visor "egg crate." Silicone glue shall not be allowed. Lamp sockets shall not be plastic and shall not be held to the lens by use of a clip. The Contractor shall furnish per traffic signal installed, one of each color and type, spare vehicle and pedestrian LED's to the City.

307-17.7.3.1 General. - *Add the following paragraphs:*
If allowed by the Engineer, approach and advance loops shall each have a lead-in cable. Cables shall have the appropriate color phase tape and advance loop cables shall have two bands of the appropriate color phase tape. Loops shall be in series. Advance loops shall be connected to the top detector.

Loops are to be installed as shown and/or dimensioned on the plans. When lane width is greater than 15 feet (4.6 m), excluding parking lane, a second loop shall be installed perpendicular to each loop shown on the plans for said lane. Loops shall be installed in the center of each lane, or equally spaced for lanes greater than 15 feet (4.6 m) in width.

Loop detector wires may be spliced in pull boxes if necessary. Permanent splices shall be crimped and soldered. Contractor may substitute shrink tubing, as specified in Section 209-5.3.1 of these specifications, in lieu of crimping and soldering. Wire nuts may be used for temporary connections only.

307-17.8.2 Pedestrian Push Buttons. - *Add the following sentence:*
Pedestrian push buttons shall be de-isolated with no cabinet logic ground leaving the controller cabinet.

307-17.10 Controller Foundation. Traffic signal controller foundations shall extend a minimum 18 inches (457 mm) and a maximum of 20 inches (508 mm) above finish grade, and be sized as necessary to fit the controller cabinet with a 1 inch (25 mm) lip, including the 1/2 inch (13 mm) chamfer, beyond outside cabinet dimensions. Cabinet shall be sealed on the concrete foundation with a silicon bead placed under the cabinet edge as it is set in place.

307-17.11 Reflectorized Street Name Sign Placement and Mounting. Top of sign frame shall have two free swinging mounting brackets manufactured from aluminum, bronze and stainless steel, as specified. 8 inch (203 mm) stainless steel bolts shall allow for fine adjustment. Dampening springs shall be used. Each swing bracket shall be adjusted vertically for leveling of the sign to fit mast arm angles. The bracket assembly shall permit the S.S.G. unit to swing perpendicular to the support hardware.

Hardware used to attach the sign and swing assembly to the mast arm shall by "Y-brackets," "EZ-L brackets" or approved equal.

EZ-L brackets shall be a three piece telescoping design to adjust from 12 inches (305 mm) to 28 inches (711 mm) in 1 inch (25 mm) increments without additional adapters. The outside tube shall be 1-3/4 inches x 1-1/2 inches (44 mm x 38 mm) with a wall thickness of 5/32 inch (4 mm). The middle tube shall be 1-1/2 inches x 1-1/4 inches (38 mm x 32 mm) with wall thickness of 5/32 inch (4 mm) and one wall having a thickness of _ inch (10 mm) and threaded for two _ inch (10 mm) stainless steel holding bolts with external tooth lock washers. The inside tubes shall fit firmly within each other and slide smoothly. Safety tabs shall be located on the ends of each tube and will not allow the tubes to completely separate from each other during shipping and installation procedures. When installing EZ-L bracket, the middle tube should be extended first, then the inside tube.

The Y-bracket shall be one piece solid aluminum extrusion construction. There shall be four slots in the bracket to accommodate two 3/4 inch (19 mm) wide stainless steel straps side by side. Strapping shall have a minimum thickness of 0.020 inches (½ mm). The EZ-L bracket shall attach to the Y-bracket with a ½ inch (13 mm) stainless steel bolt, lock washer and ny-lock nut.

When installation of the S.S.G. sign to the mast arm is complete, the S.S.G. sign shall swing freely in both directions when moved by the installer without any binding or hindrance being felt, allowing the sign to move freely under normal weather conditions.

307-18 TESTING.

307-18.1 General. - *Add the following paragraph:*
Luminares shall be in operation for 5 days prior to final acceptance.

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.

SECTION 400 - PROTECTION AND RESTORATION

400-1.1 General. 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.

SPECIAL CONDITIONS (SC)

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SPECIAL CONDITIONS

SECTION 1 – CONSTRUCTION DETAILS

1.01 SPECIFICATIONS. The Standard Specifications, State of California, Department of Transportation, 2018 Edition (Standard Specifications), 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 Standard Specifications. Unless specifically deleted or modified herein, all requirements of the Standard Specifications shall prevail.

1.02 DESCRIPTION. The work to be done shall be performed or executed in accordance with these Special Conditions, the General Conditions, the Caltrans Standard Specifications 2018 Edition and latest revisions, the Greenbook Specifications 2021 Edition, and the State of California Department of Transportation Standard Plans 2018 Edition. Under the terms of the Contract, the work shall consist of furnishing all labor, materials, tools, equipment, appurtenances and incidentals for the installation of new enhanced crosswalk systems and related work in accordance with the Plans and Specifications for **HSIP Cycle 9 Orange Blossom Trail Phase 3 Crossings**, **City Project No. 47033, Federal Project No. HSIPL 5083(024)**.

1.03 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.
The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered

Federal action; or
3. A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

1.04 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in Appendix D. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment from within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the

follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) included in the contract documents regardless of whether DBE participation is reported. Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under

Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.
Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless it is performed or supplied by the listed DBE or an authorized substitute.

1.05 FEDERAL WAGE RATES. Attention is directed to the Federal wage rates in Section 5-3.2 of the General Conditions within these Specifications. The federal prevailing wage rates are available directly from the department of Labor home page under https://sam.gov/wage-determination/CA20220026/3.

1.06 LABOR NONDISCRIMINATION. Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of $5000 or more.

S-1.07 SUBCONTRACTING - Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and Section 3, "Award and Execution of Contract," of the Standard Specifications elsewhere in these special provisions and these special provisions.

The requirement in the third paragraph of Section 8-1.01 that the Contractor shall perform with the Contractor's own organization contract work amounting to no less than 50 percent of the original contract price is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in S-5 of the Special Provisions (Section 14 in the Caltrans special provisions) that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section S-5 of these special provisions (Section 14 in the Caltrans special provisions). Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: http://www.dir.ca.gov/DLSE/Debar.html.

1.08 PROMPT PAYMENT CLAUSES

Prompt Progress Payment to Subcontractors. A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

Prompt Payment of Fund Withheld to Subcontractors. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency postponement of payment over violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

1.09 BUY AMERICA REQUIREMENTS. Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-2.03C, "Certificates of Compliance, "of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or $2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

SECTION 2 – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) 2
   - A. NONDISCRIMINATION STATEMENT 2
   - B. CONTRACT ASSURANCE 3
   - C. PROMPT PROGRESS PAYMENT 3
   - D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS 3
   - E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS 4
   - F. COMMITMENT AND UTILIZATION 5
   - G. DBE RUNNING TALLY OF ATTAINMENTS 6
2. BID OPENING 6
3. BID RIGGING 6
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

g. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

   The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

   a. Differing Site Conditions

   1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
   2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
   3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
   4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

   b. Suspensions of Work Ordered by the Engineer

   1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
   2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:

   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 100 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County Redlands the sum of $ 500 per day, for each and every working days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph(1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of Redlands :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of Redlands approval for this submitted information before the prime contractor starts work. The City/County of Redlands credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of Redlands and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Redlands reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
    a. Contribute to the cost of the training
    b. Provide the instruction to the apprentice or trainee
    c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE – GENERAL

1.1 SEQUENCE OF WORK

The contractor shall submit the construction schedule in accordance with Section 01321 of these specification.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Contractor shall schedule full workdays of operation until funds are exhausted/completion.

2. Citywide events shall be considered with the schedule for construction. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.

3. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.

4. Any construction activity other than enhanced crosswalk installation shall be scheduled by the contractor in any sequence but shall be approved by the City.

5. Utilities Projects may be under construction concurrently. Detailed construction activities and construction schedule will be provided during weekly construction meetings.

6. Due to high volumes of traffic, one lane of traffic must be maintained in each direction at all times.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility. Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

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SECTION 01111 TRAFFIC CONTROL PLAN

PART ONE -- GENERAL

1.1 GENERAL

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

1.2 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.

1.3 REQUIREMENTS

The TCP shall contain the following items and scenarios of traffic control:

1. All required detours;

2. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

3. The TCP shall be completed in conformance with Section 5-13.2 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways during the pedestrian countdown head 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, as necessary.

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 HSIP Cycle 10 Enhanced Crosswalk 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 & Details	2
Dearborn Street and OBT	3
Judson Street and OBT	4
Berkeley Drive and Colton Avenue	5
Wabash Avenue and Los Altos Drive	6
ADA Ramps at Wabash Avenue and Los Altos Drive	7

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 HSIP Cycle 10 Enhanced Crosswalk as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of but is not limited to furnishing and installing crosswalk enhancements along with the appropriate appurtenance; construction materials; mobilization and demobilization; all traffic and pedestrian control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); information signs; protecting in place or removing and replacing all existing utilities; replacing destroyed survey monuments; and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the 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 pedestrian countdown heads and appurtenances. The Contractor shall obtain necessary permits from all appropriate agencies.

END OF SECTION

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SECTION 01200 MEASUREMENT AND PAYMENT

PART ONE -- GENERAL

1.1 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.

1.2 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.

1.3 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. **Temporary Traffic Control, Bid Item 2:**
   Payment for Temporary Traffic Control 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.

3. **Solar Powered Rectangular Rapid Flashing Beacons (RRFB), Bid Item 3:**
   Payment for the LaneLight Solar Powered Rectangular Rapid Flashing Beacon Light Bar with System shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the LaneLight Solar Powered Rectangular Rapid Flashing Beacon Light Bar with System complete in place per the plans and specifications.

   The price shall include, but not be limited to light bars, solar engine, solar panel system, daily sweeping and cleaning work site, installation and relocation of information signs, restoring all areas to pre-existing conditions.

   Payment for the Solar Powered Rectangular Rapid Flashing Beacon System shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

4. **Type 1-A or 1-B Pole, Bid Item 4:**
   Payment for the Type 1-A or 1-B Pole shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the Type 1-A or 1-B Pole complete in place per the plans and specifications.

   The price shall include, but not be limited to Type 1-A or 1-B 13-foot poles, or approved equal, pole foundations with concrete testing according to the City's CalTrans Quality Assurance Program (QAP) Report, pavement saw cutting and removal, daily sweeping and cleaning work site, installation and relocation of information signs, restoring all areas to pre-existing conditions.

5. **Annunciating Pushbuttons with Pole, Bid Item 5:**
   Payment for the Annunciating Pushbutton shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the Annunciating Pushbutton complete in place per the plans and specifications.

   The price shall include, but not be limited to Polara iNX Annunciating Pushbutton 9x12 inches, Yellow, Bluetooth, with R10-25 sign, or approved equal, pushbutton pole, cable, demobilization, traffic and pedestrian control, removal of existing pushbutton component, cleaning work site, installation and relocation of information signs, and restoring all area to pre-existing conditions. The pushbuttons shall be mounted on pushbutton poles. The pushbutton shall activate both the RRFB system.

Payment for the Annunciating Pushbutton shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

6. **Install New ADA Accessible Curb Ramp, Bid Item 6:**
   Item includes but is not limited to earthwork, curb/asphalt cuts and removals as required for the construction of new ADA access ramps with curb and gutter only. Existing sidewalk shall be removed and replaced as necessary to bring surrounding walkways into ADA compliance as well. Ramps shall include cast-in-place truncated domes. All access curb ramps shall be re-constructed in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. Item also includes all necessary asphalt patchwork, dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removals of vegetation, rubbish, concrete, asphalt and utilities as required for the construction of the proposed improvements under this bid item.

   Payment for this bid item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

7. **Remove and Replace ADA Accessible Curb Ramp, Bid Item 7:**
   Item includes but is not limited to earthwork, curb/asphalt cuts and removals as required for the construction of new ADA access ramps with curb and gutter only. Existing sidewalk shall be removed and replaced as necessary to bring surrounding walkways into ADA compliance as well. Ramps shall include cast-in-place truncated domes. All access curb ramps shall be re-constructed in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. Item also includes all necessary asphalt patchwork, dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removals of vegetation, rubbish, concrete, asphalt and utilities as required for the construction of the proposed improvements under this bid item.

   Payment for this bid item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

8. **Signs and Posts, Bid Item 8:**
   Item includes but is not limited to installation of signs and posts in accordance with the project plans, including MUTCD W11-2, MUTCD S1-1, MUTCD R1-5, MUTCD W16-9P, and MUTCD W16-7P signs. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

9. **Striping (Thermo), Bid Item 9:**
   Payment for the installation of striping improvements shall be included in the contract lump sum price and shall include surface preparation, removal of existing striping, layout, material placement, curing, protection, testing, and all labor, materials, tools, etc. to install striping and curb paint.

The price shall include, but not be limited to clear obstructions not noted on the plans at the direction of City staff, red curb paint, the installation of cat tracking and adjustment if field inspection requires.

10. Existing Sign Removal, Bid Item 10:

Item includes but is not limited to the removal of signs and posts in accordance with the project plans. 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 require.

11. Demobilization, Bid Item 11:

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.

12. Unforeseen work not covered within all other bid items, Bid Item 12:

Payment for the unforeseen work not covered within all other bid items shall be made at the contract price per lump sum (LS) and shall constitute full compensation for all labor, materials, 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 required work that is outside of the proposed bid unit cost, shall be performed based on the Time and 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 not be spent entirely.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

PART ONE -- 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

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone :

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			0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00			0.0	$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			0.0	$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		$0.00	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

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

	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		$0.00	0.0	$0.00
	TOTALS				$0.00		$0.00		$0.00		$0.00

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**

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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 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 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 16561 RECTANGULAR RAPID FLASHING BEACONS (RRFB)

PART 1 - GENERAL

A. Description

This specification is for the LaneLight Rectangular Rapid Flashing Beacon (RRFB) Light Bars, or approved equal.

Each unit shall consist of a self-contained solar engine that houses the energy management system, on-board user interface, wireless communications, batteries and solar panel. Each pole location shall include two RRFB lightbars installed back to back with a side emitting pedestrian confirmation light on each lightbar on the end facing the street. The system shall conform to all provisions of the MUTCD, including all official interpretations issued by the MUTCD.

B. Submittals

1. Submit shop drawings in accordance with Section 01300.

2. Submit manufacturer's data sheet for lightbars, solar engine and solar panel supplied showing dimensions.

3. Submit list of deliverables for each location within the project.

4. Provide one digital copy of operations and maintenance manual prior to completion of the project.

PART 2 - MATERIALS

A. Mechanical Specifications

The solar engine shall be constructed from aluminum and shall be no greater in size than 22” L x 5” D x 16” H. The solar panel shall be integrated to the solar engine. All batteries and electronics shall be mounted in the solar engine, with no external control cabinet or battery cabinet required. A hinged lid shall provide access to the interior of the engine with vandal resistant hardware. Any special tools required to access the interior of the engine shall be supplied to the Engineer. The solar engine shall be vented to provide cooling of the battery and electronic system.

The overall weight of the solar engine assembly (including two batteries but not including light bars or pushbuttons) shall not exceed 40 lbs (18.2 kg).

The solar engine shall be supplied with a fixed tilt angle of 45 degrees and shall be able to be oriented south with no additional mounting hardware.

The lightbar housing shall be constructed from aluminum, with black colored powder coating finish, and shall have the approximate dimensions: 24.25" L x 2.19" D x 4.19" H (61.6 cm L x 5.6 cm D x 10.6 cm H).

The lightbar shall be mounted to the pole using a separate bracket assembly to facilitate mounting two lightbars back to back (bi-directional) with no vertical offset and allow the lightbar to pivot. The lightbar shall be able to pivot by approximately 40 degrees in order to aim the lightbar independent of the wire hole location on the pole.

The lightbar bracket shall be constructed from 3/16" galvanized steel and shall have both banding and bolting mounting options and shall be able to be mounted to all specified pole types.

The lightbar assembly shall open for access to and wiring connections to the LED indicators. LED indicators shall be NEMA 3R rated enclosures.

B. Mounting

The solar engine and lightbar assemblies shall be furnished with mounting hardware for mounting to standard Type 1-B pole.

C. Solar / Battery System

The solar engine shall include one 18V nominal solar panel rated at 30 watts with bypass diode no larger than the footprint of the housing and shall have a hinged top to provide access to the on-board user interface and batteries. The solar engine shall house two 17 amp-hour 12-volt nominal sealed valve-regulated AGM lead-acid maintenance-free batteries. Batteries shall be readily available from multiple suppliers and non-proprietary.

D. Activation

The RRFB shall be pedestrian activated by the use of a pushbutton. The pushbutton station shall be Polara iNX push button station in conjunction with a control unit by Polara Engineering or approved equal.

The pushbutton shall be installed at 40" from the finished surface onto the Type 1-B pole or 4.5" diameter RRFB pole or onto the 2.5" diameter push button post, as shown on the plans, per Caltrans Standard Plan ES-7A. One pushbutton shall be supplied with each back to back RRFB location.

The sign for the push button shall be R62E (CA) per 2014 CA MUTCD. The sign shall have a single arrow pointing in the direction of the crosswalk.

E. Signage

All signs shall conform to MUTCD standards. All sign blanks and plaques shall be Federally specified .080 gauge, 5052 aluminum. Unless specified otherwise, sign sheeting shall be 3M™ DG3 diamond grade cubed or equivalent prismatic sheeting, with anti-graffiti overlay. All sign assemblies shall use provided anti-vandal fasteners and tools to

mount components to sign, and sign to fixture. All back to back signs shall be installed with zero offset from each other.

PART 3 - OPERATIONS

A. General

The solar engine shall house an on-board user interface that provides on-site configuration adjustment, system status and fault notification, and system activation information.

The flash duration shall be adjustable in-the-field to one second increments. The initial duration shall be set to 35 seconds. Following startup and testing additional adjustment may be required as specified by the Engineer.

The system shall provide configurable night time intensity settings and shall be able to enable and disable low ambient light dimming.

Flash duration and other in-the-field adjustable settings shall be automatically broadcast to all units in the system, except channel selection which shall be configured on each unit.

B. Operational Specifications

The intensity of the yellow indications shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class I dated January 2005.

The color of the yellow indications shall meet the specifications of SAE standard J578 (Color Specification) dated December 2006.

The solar engine shall have the capacity to operate 300, 20 second activations per day year round with a minimum solar insolation of .94 sun hours per day.

The solar engine shall have the capability to activate other solar engines by wireless communications within 1,000 feet (305 m). The solar engine shall have a minimum of 14 unique channels that can be configured on-site to avoid activation of nearby systems.

The system shall be dimmable during low ambient light conditions using a light sensor.

C. Qualifications

The product shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.

Manufacturer shall provide a 5-year Limited Warranty with the exception of the batteries which shall be covered by a 1-year warranty. Manufacturer must be ISO 9001 certified.

END OF SECTION

genesis™ NP
RANGE SUMMARY



Publication No: US-NP-RS-004 • March 2008

EnerSys® Powerfull Solutions

GENERAL SPECIFICATIONS

GENESIS™ NPH BATTERY SERIES

Type	FR Type*	Volts	Nominal Capacity (10hr rate-Ah)	Length		Width		Overall Height incl. Terminals		Weight		Layout	Terminal Illustration
				mm	(in.)	mm	(in.)	mm	(in.)	kgs.	(lbs)		
– – – – –	NPH2-12FR	12	2	68	2.68	51	2.01	88	3.46	0.84	1.85	2	A
NPH3.2-12	NPH3.2-12FR		3.2	134	5.28	67	2.64	64	2.52	1.38	3.05	3	A/C

GENESIS™ NP BATTERY SERIES

Type	FR Type*	Volts	Nominal Capacity (20hr rate-Ah)	Length		Width		Overall Height incl. Terminals		Weight		Layout	Terminal Illustration
				mm	(in.)	mm	(in.)	mm	(in.)	kgs.	(lbs)		
NP1-6	NP1-6FR	6	1.0	51	2.01	42	1.65	57	2.24	0.28	0.61	5	A
NP1.2-6	NP1.2-6FR		1.2	97	3.82	25	0.98	56	2.20	0.30	0.67	1	A
NP2.8-6	NP2.8-6FR		2.8	67	2.64	33	1.30	105	4.13	0.59	1.30	5	A/C
NP3-6	NP3-6FR		3.0	134	5.28	33	1.30	67	2.64	0.69	1.53	1	A
NP3.2-6	NP3.2-6FR		3.2	66	2.60	33	1.30	104	4.09	0.59	1.30	5	A
NP3.8-6	NP3.8-6FR		3.8	66	2.60	33	1.30	125	4.92	0.75	1.65	1	A
NP4-6	NP4-6FR		4.0	70	2.76	47	1.85	105	4.15	0.80	1.76	5	A/C
NP4.5-6	NP4.5-6FR		4.5	70	2.76	47	1.85	105	4.15	0.86	1.90	5	A/C
NP5-6	NP5-6FR		5.0	70	2.76	47	1.85	105	4.15	0.95	2.10	5	A/C
NP7-6	NP7-6FR		7.0	151	5.95	33	1.30	100	3.94	1.28	2.83	1	A/C
NP8.5-6	NP8.5-6FR		8.5	98	3.86	56	2.20	118	4.65	1.60	3.53	9	A/C
NP10-6	NP10-6FR		10.0	151	5.95	50	1.97	101	3.98	1.99	4.38	1	A/C
NP12-6	NP12-6FR		12.0	151	5.95	50	1.97	101	3.98	2.04	4.48	1	A/C
NP0.8-12	NP0.8-12FR	12	0.8	96	3.78	25	0.98	61	2.42	0.37	0.82	7	H/I
NP1.2-12	NP1.2-12FR		1.2	97	3.82	48	1.89	56	2.20	0.57	1.25	3	A
NP2-12	NP2-12FR		2.0	150	5.91	20	0.79	89	3.50	0.70	1.54	8	B
NP2-12-C	NP2-12CFR		2.0	182	7.17	24	0.93	61	2.40	0.73	1.61	6	L
NP2.3-12	NP2.3-12FR		2.3	178	7.01	35	1.38	67	2.64	1.02	2.15	1	A
NP2.6-12	NP2.6-12FR		2.6	134	5.28	67	2.64	66	2.60	1.36	3.00	3	A
NP2.9-12	NP2.9-12FR		2.9	79	3.11	56	2.20	105	4.13	1.24	2.73	1	A/C
NP3-12	NP3-12FR		3.0	132	5.20	33	1.30	105	4.13	1.18	2.60	1	A/C
NP3.4-12	NP3.4-12FR		3.4	134	5.28	67	2.64	67	2.64	1.39	3.06	3	A/C
NP4-12	NP4-12FR		4.0	90	3.54	70	2.76	107	4.21	1.70	3.74	1	A/C
NP4.5-12	NP4.5-12FR		4.5	90	3.54	70	2.76	107	4.21	1.76	3.88	1	A/C
NP5-12	NP5-12FR		5.0	90	3.54	70	2.76	107	4.21	1.81	4.00	1	A/C
NP7-12	NP7-12FR		7.0	151	5.95	65	2.56	100	3.94	2.59	5.72	4	A/C
NP12-12	NP12-12FR		12.0	151	5.95	98	3.86	100	3.94	4.06	8.95	4	C
NP18-12	NP18-12FR		17.2	181	7.13	76	3.00	167	6.57	6.17	13.60	2	D/E
NP24-12	NP24-12FR		24.0	166	6.54	175	6.89	125	4.92	9.07	20.00	2	C/D/E
NP33-12	NP33-12FR		33.0	197	7.76	131	5.16	158+	6.22+	11.79	26.00	1	E/F
NP35-12	NP35-12FR		35.0	198	7.80	132	5.20	170	6.69	12.61	27.80	1	F
NP38-12	NP38-12FR		38.0	197	7.76	165	6.50	172	6.77	14.59	32.16	2	F/G
NP55-12	NP55-12FR		56.3	229	9.02	138	5.43	207+	8.15+	18.01	39.70	1	M/G
NP65-12	NP65-12FR		65.0	350	13.78	166	6.54	174	6.85	23.63	52.10	2	F/G
NP75-12	NP75-12FR		77.5	259	10.20	169	6.65	208+	8.19+	26.50	58.42	1	M/G
NP90-12	NP90-12FR		90.0	304	11.97	168	6.61	229+	9.02	31.18	68.74	1	M/G
NP100-12	NP100-12FR		100.0	329	12.95	174	6.85	214+	8.43+	32.94	72.62	1	J/G
NP120-12	NP120-12FR		120.0	407	16.02	173	6.81	235	9.25	38.41	84.68	1	J/G
NP150-12	NP150-12FR		150.0	483	19.02	170	6.69	241	9.49	47.13	103.90	1	J/G
NP200-12	NP200-12FR		200.0	520	20.47	260	10.24	208	8.19	73.00	160.93	3	K/G

DATASAFE™ NPX BATTERY SERIES

Type	FR Type*	Volts	Watts/Cell to 1.67 End Voltage	Nominal Capacity (20hr rate-Ah)	Length		Width		Overall Height incl. Terminals		Weight		Layout	Terminal Illustration
					mm	(in.)	mm	(in.)	mm	(in.)	kgs.	(lbs)		
NPX-35-6	NPX-35-6FR	6	35W/Cell	8	151	5.95	33	1.30	100	3.94	1.43	3.15	1	A/C
NPX-50	NPX-50FR		50W/Cell	13	151	5.95	50	1.97	100	3.94	2.09	4.60	1	A/C
NPX-25	NPX-25FR	12	23W/Cell	5	90	3.54	70	2.75	107	4.21	1.95	4.30	1	A/C
NPX-35	NPX-35FR		35W/Cell	8	151	5.95	65	2.56	100	3.94	2.75	6.06	4	A/C
NPX-80	NPX-80FR		80W/Cell	20	181	7.13	76	2.39	167	6.57	6.35	14.00	2	D/E
NPX-100	NPX-100FR		95W/Cell	28	166	6.54	125	4.92	175	6.89	9.70	21.38	2	D/E
NPX-135	NPX-135FR		135W/Cell	33	197	7.76	131	5.16	158+	6.22	11.94	26.32	1	E/F
NPX-150	NPX-150FR		150W/Cell	40	197	7.76	165	6.50	172	6.77	14.29	31.50	2	F/G

FOOTNOTES:

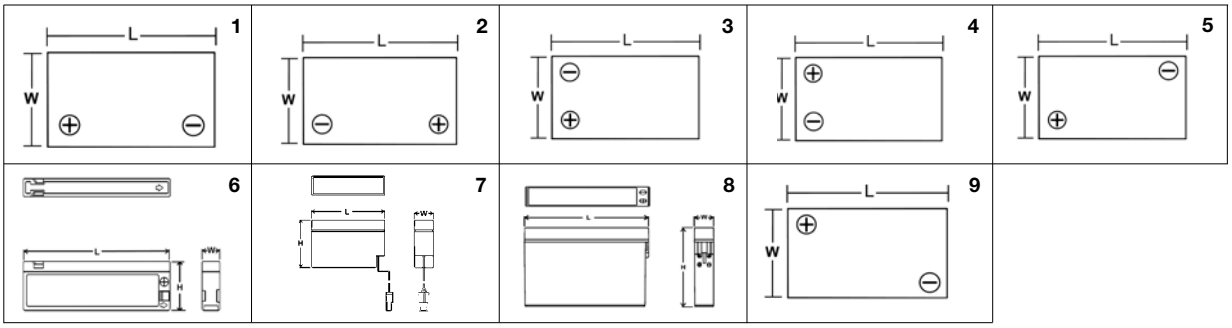
* FR: UL94-VO, Flame Retardant Case and Cover (Oxygen index 28)
+ Height is top cover. Overall Height, including terminal is dependent on the terminal configuration
Recognized by UL File No. MH16464

NOTE: All dimensions are +/- 0.08 inches (2mm); Weights are +/- 5%

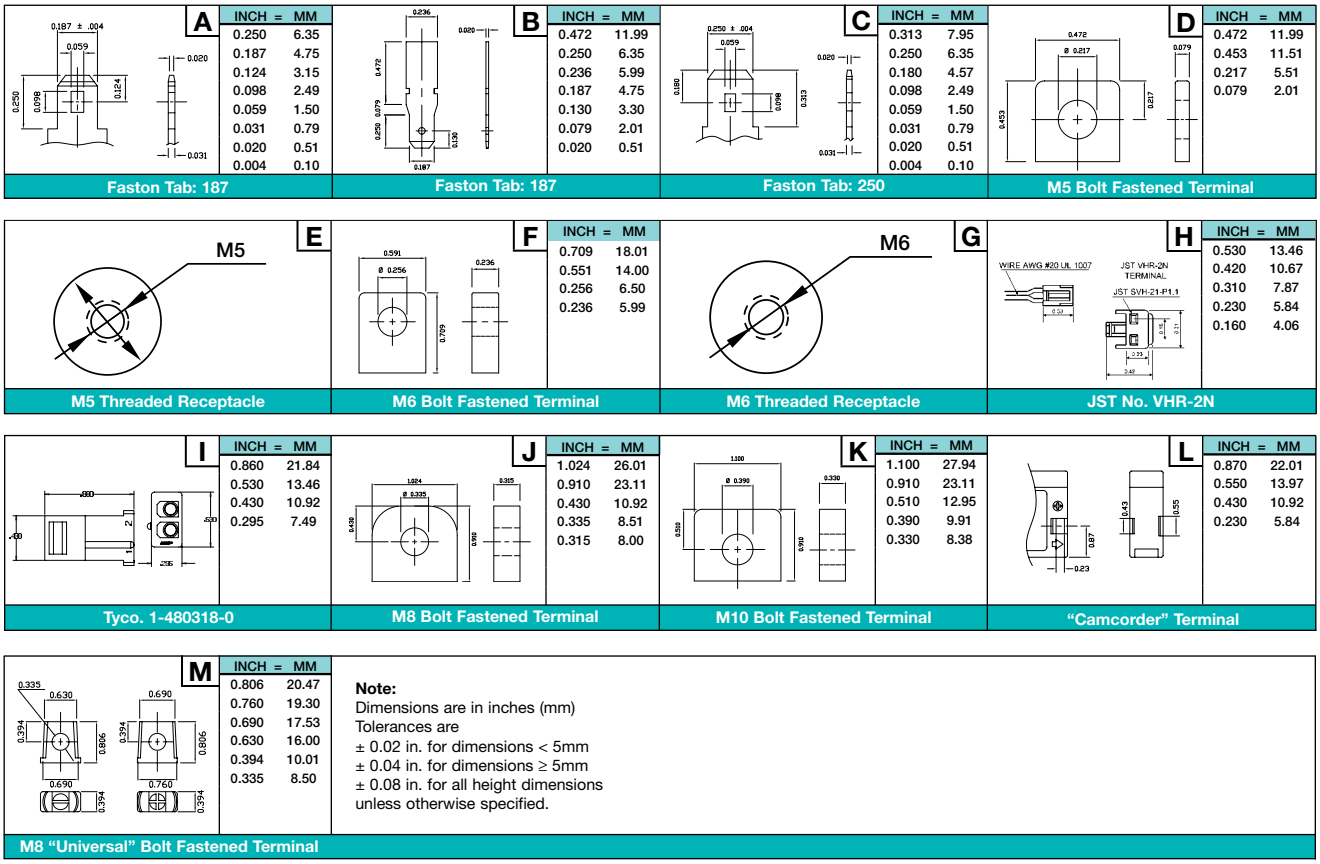
Torque Specifications:

M5 bolt: 26.6 lbf.in (3Nm) +/- 5%
M6 bolt: 44.31 lbf.in (5Nm) +/- 5%
M5 receptacle: 35.4 lbf.in (4Nm) +/- 5%
M6 receptacle: 65 lbf.in (6.8Nm) +/- 5%

LAYOUT ILLUSTRATION



TERMINAL ILLUSTRATION



A

INCH	MM
0.250	6.35
0.187	4.75
0.124	3.15
0.098	2.49
0.059	1.50
0.031	0.79
0.020	0.51
0.004	0.10

Faston Tab: 187

B

INCH	MM
0.472	11.99
0.250	6.35
0.236	5.99
0.187	4.75
0.130	3.30
0.079	2.01
0.020	0.51

Faston Tab: 187

C

INCH	MM
0.313	7.95
0.250	6.35
0.180	4.57
0.098	2.49
0.059	1.50
0.031	0.79
0.020	0.51
0.004	0.10

Faston Tab: 250

D

INCH	MM
0.472	11.99
0.453	11.51
0.217	5.51
0.079	2.01

M5 Bolt Fastened Terminal

E

M5 Threaded Receptacle

F

INCH	MM
0.709	18.01
0.551	14.00
0.256	6.50
0.236	5.99

M6 Bolt Fastened Terminal

G

M6 Threaded Receptacle

H

INCH	MM
0.530	13.46
0.420	10.67
0.310	7.87
0.230	5.84
0.160	4.06

JST No. VHR-2N

I

INCH	MM
0.860	21.84
0.530	13.46
0.430	10.92
0.295	7.49

Tyco. 1-480318-0

J

INCH	MM
1.024	26.01
0.910	23.11
0.430	10.92
0.335	8.51
0.315	8.00

M8 Bolt Fastened Terminal

K

INCH	MM
1.100	27.94
0.910	23.11
0.510	12.95
0.390	9.91
0.330	8.38

M10 Bolt Fastened Terminal

L

INCH	MM
0.870	22.01
0.550	13.97
0.430	10.92
0.230	5.84

"Camcorder" Terminal

M

INCH	MM
0.806	20.47
0.760	19.30
0.690	17.53
0.630	16.00
0.394	10.01
0.335	8.50

M8 "Universal" Bolt Fastened Terminal

Note:
Dimensions are in inches (mm)
Tolerances are
± 0.02 in. for dimensions < 5mm
± 0.04 in. for dimensions ≥ 5mm
± 0.08 in. for all height dimensions
unless otherwise specified.

Charging

- Standby use: Apply constant voltage charging at 2.275 volts per cell (or 2.25–2.30VPC).
- Cyclic use: Apply constant voltage charging at 2.40-2.50 VPC. Initial charging current should be set at less than 0.25CA.
- Top charge: Product in storage (ambient temperature 25°C/77°F) requires a top charge every six months. Apply constant voltage at 2.40 volts per cell, initial charging current should be set at less than 0.1CA for 15 to 20 hours.

Discharge

- Stop operation when voltage has reached the minimum permissible voltage. Recharge immediately.
- Do not operate at 6CA or more current continuously.

Storage

- Always store battery in a fully charged condition.
- If battery is to be stored for a long period, apply a recovery top-charge every 6 months.
- Store batteries in a dry and cool location.

Temperature

- Keep within ambient temperatures of –15°C to +50°C for both charging and discharging.

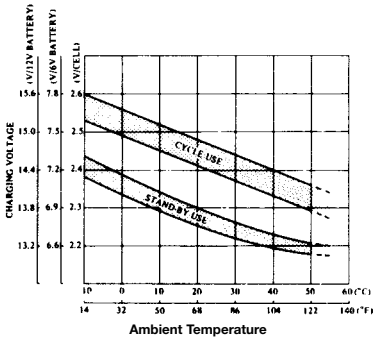
Incorporating battery into equipment

- Encase battery in a well ventilated compartment.
- Avoid installing battery near heated units such as a transformer.
- House the battery in the lowest section of the equipment enclosure or rack to prevent unnecessary battery temperature rise.

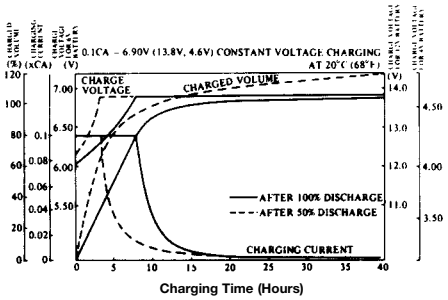
Others

- Avoid terminal short circuit.
- DO NOT expose to open flame.
- Avoid setting batteries in environments which can cause direct contact to gasoline, paint thinner, organic solvents, synthetic resins, oil, etc.

RELATIONSHIP BETWEEN CHARGING VOLTAGE AND TEMPERATURE

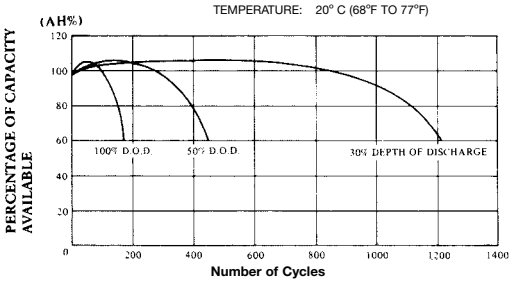


CHARGING CHARACTERISTICS



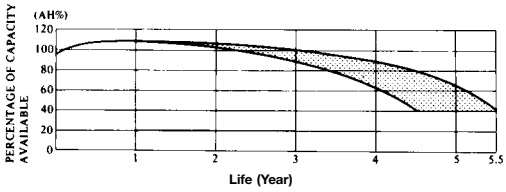
CYCLE SERVICE LIFE IN RELATION TO DEPTH OF DISCHARGE NP SERIES

TESTING CONDITIONS: DISCHARGE CURRENT: 0.17C Amp. (F.V. 1.7V/CELL)
CHARGING CURRENT: 0.09C Amp.
CHARGING VOLUME: 125% OF DISCHARGED CAPACITY
AMBIENT TEMPERATURE: 20° C (68°F TO 77°F)



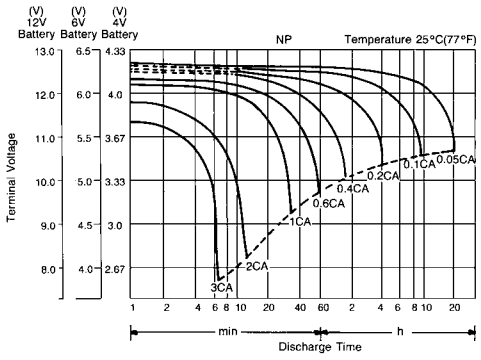
FLOAT SERVICE LIFE NP SERIES

TESTING CONDITIONS: FLOATING VOLTAGE: 2.25 TO 2.30V/CELL
AMBIENT TEMPERATURE: 20°C TO 22°C (68°F TO 72°F)



DISCHARGE CHARACTERISTICS

Curves at 25°C (77°F)
NP SERIES



Publication No: US-NP-RS-004 • March 2008 - Subject to revisions without prior notice E & OE

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iNX: Mid-Block Crossing Push Button Station

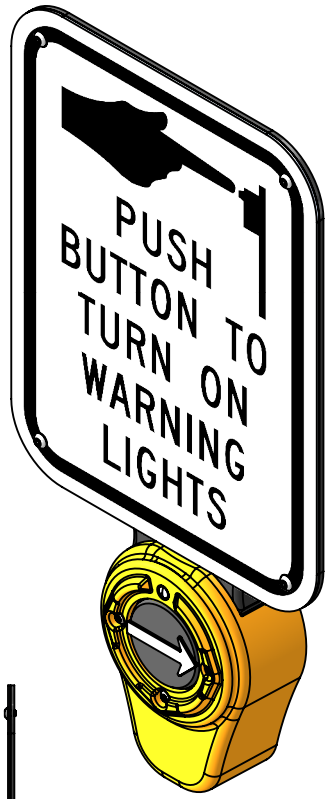
The iNX push button station is designed for use at a pedestrian crosswalk with in-pavement or overhead flashing yellow lights. The system consists of a 9”x12” instructional sign, a push button with directional arrow (bidirectional and blank buttons also available) for activating the flashing lights, a voice message, and one yellow LED above the push button that flashes when the street warning lights are flashing.

The iNX uses the same rugged housing as Polara’s “iNS” iNavigator. In addition to the push button, the iNX contains a speaker, a 10-watt RMS audio amplifier, a noise monitoring microphone for auto volume control, and LED indication.

The iNX operates off of the warning light system control unit via six wire connections (see page 2). The iNX has the same Bluetooth configuration interface as the “iNS” iNavigator, which is used to select audio messages, change settings, and download firmware updates. The Bluetooth can also communicate with other buttons, eliminating the need for separate radios to perform this function.

The unit is supplied with mounting hardware and installation instructions.

iNX is not compatible with XAVCU controllers.



Ordering Options

iNX 9 W N 0 - Y - NA

Additional Button Options
- NA - No Arrow
- BD - Bi-Directional Arrow

Button Cover Color
Back plate is always black.
- B - Black
- G - Green
- Y - Yellow **(Standard)**

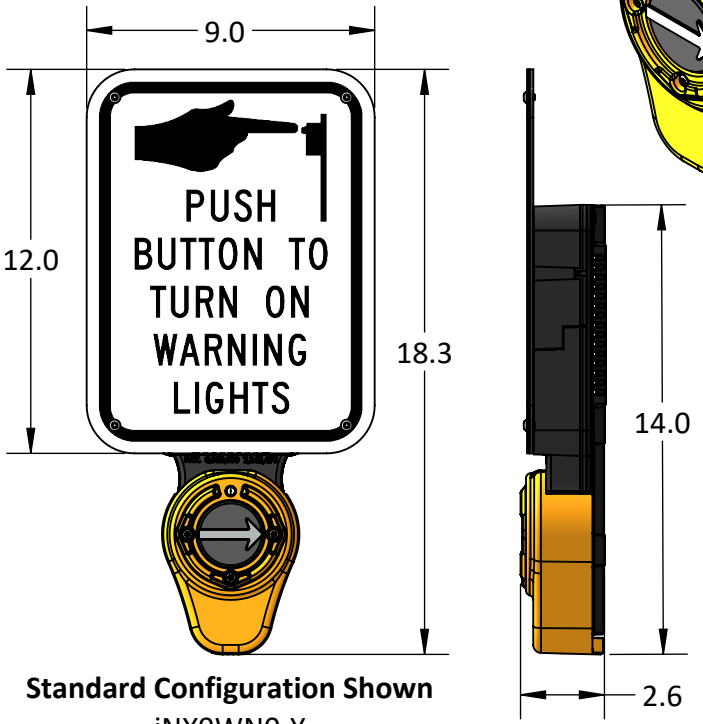
Audio Message Option
- 0 - **Standard** Messages
- 1 - Custom Messages

Braille
- N - No braille on faceplate **(Standard)**
- B - Braille on faceplate

Faceplate

MUTCD Compliant	Non-MUTCD Compliant
W - 9x12 R10-25 **(Standard)**	W - 5x7 Based on R10-25
	O - No Faceplate

Size of Front Plate Adapter
- 5 - 5" x 7"
- 9 - 9" x 12" **(Standard)**



Standard Configuration Shown
iNX9WN0-Y

Function

Push button station (PBS) for use on crosswalks with flashing yellow lights. Connects to RRFB to enable triggering of crosswalk lights and can provide a locate tone and a voice message. Voice message can be set to play 1/2/3 times, or for the entire time the lights are flashing. Factory Default Setting is to play 2 times per FHWA.

Features

- Instructional 9”x12” retro-reflective sign with tamper-resistant mounting screws
- One yellow LED that flashes when warning lights are flashing
- ADA-compliant push button with directional arrow, field adjustable to point left, right, up, or down
- 10-watt audio amplifier
- Weather resistant speaker
- Volume and other settings set using the free Polara service app, connected over Bluetooth
- Standard English Message: "Yellow lights are flashing" (Default 2X per FHWA)
- Standard Spanish Message: "Las luces amarillas estan relampaqueando"

Electrical Properties

Power Requirements	
DC In	10-24 VDC
Lights In	7-32 VDC
Idle Current Draw	~15mA @ 12 VDC (Locate Tone With Default Settings)
Peak Current Draw (15 VDC Input Power)	~500mA with Voice Message at maximum

6 Wire System Termination View



2-Wire inputs for LIGHTS (+/-)*
2-Wire inputs for BUTTON (+/-)*
Power (PWR)
Ground (GND)
***Note: Both LIGHTS and BUTTON accept either polarity.**

Mechanical Properties

Physical	
Enclosure Type	Plastic sealed housing, powdercoated cast aluminum cover and backplate
Installation	3/4" or smaller banding or 2 tapped 1/4-20 holes on 6" centers; 1/2" or larger hole for wire access
Dimensions	
Width	9" (with 9x12" sign) / 5.1 (without sign)
Length	18.2" (with 9x12" sign) / 14" (without sign)
Maximum Height	2.6"

Operating Specifications	
Parameter	**Rating**
Operating Temp. Range	-34°C to +74°C (-30°F to +165°F)
Storage Temp. Range	-45°C to +85°C (-50°F to +185°F)
Operating Force	3.0 lbs max
Switch Operating Life	Greater than 20 million operations
Max. Volume	100 dB @ 1 meter

Design Compliance	
Test Type	**Compliance**
Functionality	MUTCD 2009-4E
Temperature and Humidity	NEMA TS2
Mechanical Shock and Vibration	NEMA TS2
iNX Enclosure	NEMA 250 Type 4X

Notes:

1. Designed to comply with applicable sections of referenced standards
2. All specifications are subject to change without notice
3. All specifications are typical unless otherwise specified

Rectangular Rapid Flashing Beacon (RRFB) Light Bars

OVERVIEW

LaneLight™ RRFB light bars feature large LED arrays that meet or exceed MUTCD requirements for crosswalk warning systems. When activated, the main LED arrays flash a MUTDC compliant pattern, and side-mounted LED arrays flash simultaneously to advise pedestrians that the main RRFBs have been activated and are visible to drivers approaching the crosswalk.

CONFIGURATIONS AND DIMENSIONS

Figure 1: Front elevation

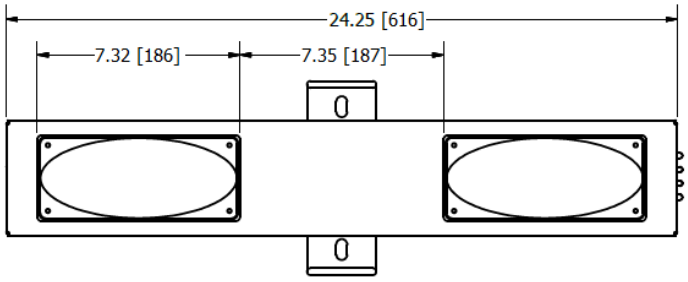
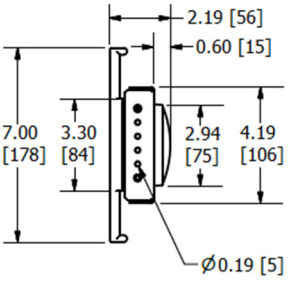


Figure 2: Side elevation



Dimensions shown as in. [mm].

SPECIFICATIONS

Operating Voltage	10 – 30VDC; max current 1.25A per beacon
Power Consumption	13W unregulated, 6W regulated
Flash Pattern	MUTCD compliant (WW+S, Classic RRFB)
LED Intensity	Meets or exceeds SAE J595 class 1
LED Chromaticity	Meets SAE J578
LED Color	Amber; Red available for custom applications
LED Light Distribution	120° horizontal, 30° vertical
LED Brightness Control	>600Lux day; >380Lux night Optional unregulated 1200Lux
LED Lens Material	Clear polycarbonate, UV and abrasion resistant
LED Lightbar Material	Aluminum, powder coated black finish; custom colours available
Pedestrian LEDs	4 standard end-mounted ∅ 1/4 in. pedestrian notification LEDs
Weight	4.8 lbs. [2.2 kg]
Operating Temperature	-40°F to +165°F [-40°C to +74°C]
Mounting	Bolting or banding onto standard traffic poles Will mount onto poles as small as telespar
Warranty	Five year limited warranty for defects in manufacturing, factory assembly and materials only; the warranty excludes damage caused by vehicles or vandalism

CONTACT INFORMATION

To order, or for more information, contact ITEM/LaneLight:

Unit 16 – 755 Vanalman Avenue
Victoria, BC V8Z 3B8 Canada
Toll-Free: 1-866-466-4836
Fax: 250-381-4830
info@lanelight.com
www.lanelight.com

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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)

Redlands Regular Meeting of 05-06-2025

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

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	(9) 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)

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:

_____

_____

_____

APPENDIX B
CITY OF REDLANDS
WORKDAY CONSTRUCTION SCHEDULE

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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

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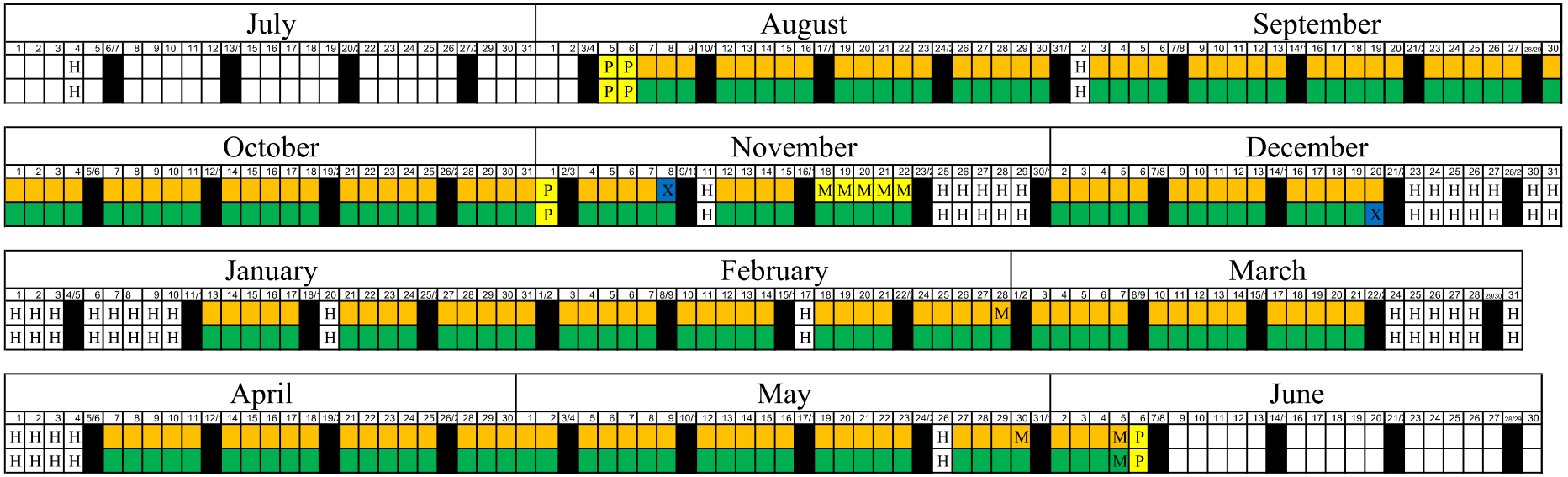
REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2024-2025
ALL REDLANDS SCHOOLS



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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CITRUS VALLEY HIGH SCHOOL

Bell Schedule 2024-2025

Monday Collaboration/Early Out Schedule

Monday

Period 1	8:30a.m. – 9:18a.m.
Passing Period/Breakfast Break	9:18a.m. – 9:26a.m.
Period 2	9:26a.m. – 10:19 a.m.
Passing Period	10:19a.m. – 10:27a.m.
Period 3	10:27a.m. – 11:15 a.m.
Passing Period	11:15a.m. –11:23a.m.
Period 4	11:23a.m. – 12:11p.m.
Lunch	12:11p.m. – 12:41p.m.
Passing Period	12:41p.m. – 12:49p.m.
Period 5	12:49p.m. – 1:37p.m.
Passing Period	1:37p.m. – 1:45p.m.
Period 6	1:45p.m. – 2:33p.m.

***No Collaboration during finals weeks 12/16 & 6/2**

Rally Schedule

Period 1	8:30a.m. – 9:14a.m.
Passing Period/Breakfast Break	9:14a.m. – 9:22a.m.
Period 2	9:22a.m. – 10:11a.m.
Passing Period	10:11a.m. – 10:19a.m.
Period 3	10:19a.m. – 11:03a.m.
Passing Period	11:03a.m. – 11:11a.m.
Period 4	11:11a.m. – 11:55a.m.
Passing Period	11:55a.m. - 12:03p.m.
RALLY	12:03p.m. – 1:01p.m.
Lunch	1:01p.m. – 1:31p.m.
Passing Period	1:31a.m. – 1:39p.m.
Period 5	1:39p.m. – 2:23p.m.
Passing Period	2:23p.m. – 2:31p.m.
Period 6	2:31p.m. – 3:15p.m.

Rally Days: 9/20, 1/24, 4/18

Regular Schedule

Tuesday – Friday

Period 1	8:30a.m. – 9:25a.m.
Passing Period/Breakfast Break	9:25a.m. – 9:33a.m.
Period 2	9:33a.m. – 10:33a.m.
Passing Period	10:33a.m. – 10:41a.m.
Period 3	10:41a.m. – 11:36a.m.
Passing Period	11:36a.m. –11:44a.m.
Period 4	11:44a.m. – 12:39p.m.
Lunch	12:39p.m. – 1:09p.m.
Passing Period	1:09p.m. – 1:17p.m.
Period 5	1:17p.m. – 2:12p.m.
Passing Period	2:12p.m. – 2:20p.m.
Period 6	2:20p.m. – 3:15p.m.

Finals Schedule

Period 1	8:30a.m. – 10:30a.m.
Lunch	10:30a.m. – 10:55a.m.
Passing Period	10:55a.m. – 11:00a.m
Period 2	11:00a.m. – 1:00p.m.

Finals Days: 12/17, 12/18, 12/19, 6/3, 6/4, 6/5

Minimum Day

Period 1	8:30a.m. – 9:03a.m.
Passing Period/Breakfast Break	9:03a.m. – 9:11a.m.
Period 2	9:11a.m. – 9:48a.m.
Passing Period	9:48a.m. – 9:56a.m.
Period 3	9:56a.m. – 10:29a.m.
Passing Period	10:29a.m. –10:37a.m.
Period 4	10:37a.m. – 11:10a.m.
Lunch	11:10a.m. – 11:38a.m.
Passing Period	11:38a.m. – 11:46a.m.
Period 5	11:46a.m. – 12:19p.m.
Passing Period	12:19p.m. – 12:27p.m.
Period 6	12:27p.m. – 1:00p.m.

Minimum Day Schedule for Back to School Night will be on 9/4. Student dismissal will be at 1:00 p.m. Detailed schedule will be sent through Parent Square.

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APPENDIX C
CALIFORNIA DEPARTMENT OF TRANSPORTATION EXHIBITS

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DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

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

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

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

(attach Continuation Sheet(s) if necessary)

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

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

Signature:_____

Print Name: _____

Title:_____

Telephone No.:_____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

APPENDIX C -1

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

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

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

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

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

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

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

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

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has ___ , has not ___** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF REDLANDS:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the 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 any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other 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 the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her 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.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

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

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

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Distribution: 1) Original - Local Agency File

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

25. Local Agency Representative's Signature _____ 26. Date _____

27. Local Agency Representative's Name _____ 28. Phone _____

29. Local Agency Representative's Title _____

15. TOTAL CLAIMED DBE PARTICIPATION

$

%

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature _____ 17. Date _____

18. Preparer's Name _____ 19. Phone _____

20. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____
_____
_____
_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____
_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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APPENDIX D
FHWA-1273

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FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8

179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is _____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

15. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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APPENDIX E
FEDERAL WAGE RATES

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"General Decision Number: CA20250026 01/24/2025

Superseded General Decision Number: CA20240026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 23.52	13.37

BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 51.98	42.11

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* BRCA0004-011 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER	$ 40.21	15.23
TILE FINISHER	$ 34.78	13.64
TILE LAYER	$ 48.29	19.18

BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER	$ 39.95	14.65
TERRAZZO WORKER/SETTER	$ 47.85	15.14

CARP0213-001 01/01/2024

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 48.86	22.88
(2) Millwright	$ 49.36	22.88
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler	$ 51.85	16.28
(5) Sawfiler	$ 51.69	16.28
(6) Scaffold Builder	$ 40.77	22.38
(7) Table Power Saw Operator	$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 48.86	22.88
STOCKER/SCRAPPER	$ 20.80	9.97

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer	$ 21.85	7.15

ELEC0440-004 12/31/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	$ 45.23	3%+19.11
Technician	$ 33.09	15.89

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2024

	Rates	Fringes
Electricians:	$ 53.15	3%+27.48

CABLE SPLICER: $1.50 per hour above Electrician rate.
TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:
Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors
Zone B - Any work performed outside Zone A's 80 road miles, shall add $12.00 per hour to the current wage scale.

ELEC1245-001 06/01/2024

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 70.16	24.46
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 53.30	22.01
(3) Groundman	$ 40.76	21.51
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 64.10	38.75
(2) Dredge dozer	$ 58.13	38.75
(3) Deckmate	$ 58.02	38.75
(4) Winch operator (stern winch on dredge)	$ 57.47	38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 56.93	38.75
(6) Barge Mate	$ 57.54	38.75

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80
GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80
GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:
  $10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

  Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

  GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

  GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

  GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment

robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane

operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM.   Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of

T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 07/01/2024

	Rates	Fringes
Asbestos Removal Laborer	$ 43.88	25.13

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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* LABO0345-001 07/01/2024

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 53.48	22.77
GROUP 2	$ 52.53	22.77
GROUP 3	$ 48.99	22.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0783-002 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 45.68	23.30
GROUP 2	$ 46.00	23.30
GROUP 3	$ 46.46	23.30
GROUP 4	$ 47.15	23.30
LABORER		
GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04

GROUP 5.....$ 39.39 21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander;

Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-005 07/01/2022

	Rates	Fringes
Brick Tender	$ 37.32	21.45

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 40.69	18.25

(2) Vehicle Operator/Hauler.$ 40.86 18.25
(3) Horizontal Directional
Drill Operator.....$ 42.71 18.25
(4) Electronic Tracking
Locator.....$ 44.71 18.25
Laborers: (STRIPING/SLURRY
SEAL)
GROUP 1.....$ 41.90 21.32
GROUP 2.....$ 43.20 21.32
GROUP 3.....$ 45.21 21.32
GROUP 4.....$ 46.95 21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 38.92	23.32
PLASTER TENDER	$ 41.47	23.32

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 49.33	26.82

PAIN0036-015 06/01/2024

	Rates	Fringes
GLAZIER	$ 58.00	26.25

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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* PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER	$ 45.15	19.43

PLAS0200-008 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: $3.00 additional per hour.

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.00	27.11

PLUM0016-002 09/01/2024

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB	$ 66.48	26.61

Work at Fort Irwin Army Base.....$ 67.68 26.51
Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base.....$ 66.48 26.61
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....$ 53.51 25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....$ 44.24 23.96
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....$ 59.48 26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 40.20	25.90
Sewer & Storm Drain Work	$ 44.29	23.28

ROOF0036-002 08/01/2024

	Rates	Fringes
ROOFER	$ 49.43	20.58

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-009 01/01/2024

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

	Rates	Fringes
SPRINKLER FITTER	$ 45.31	27.91

SFCA0709-004 09/01/2023

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	$ 54.29	32.00

SHEE0105-003 07/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	$ 59.40	30.34
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	$ 56.95	30.04

TEAM0011-002 07/01/2024

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	$ 39.59	34.34
GROUP 2.....	$ 39.74	34.34
GROUP 3.....	$ 39.87	34.34
GROUP 4.....	$ 40.06	34.34
GROUP 5.....	$ 40.09	34.34
GROUP 6.....	$ 40.12	34.34
GROUP 7.....	$ 40.37	34.34
GROUP 8.....	$ 40.62	34.34
GROUP 9.....	$ 40.82	34.34
GROUP 10.....	$ 41.12	34.34
GROUP 11.....	$ 41.62	34.34
GROUP 12.....	$ 42.05	34.34

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3

axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

APPENDIX F
CONTRACTOR SAFETY PROGRAM

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CONTRACTOR SAFETY PROGRAM

Rev. July 2024

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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 overheadlifting.
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 ofthese.
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. businesseconomy.
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 thesecriteria.
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 providedaccess 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 asneeded;
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 thisprogram.

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 always be available 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 always be at the work site;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall always be available 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 the 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 the 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 because 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 always worn during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. The Contractor shall provide PPE.
    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 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 an increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining the 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. The contractor will ensure that all personnel are 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 the 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 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 the 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 valuable 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 threeyears?	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 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	☐	☐
If 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.

_ _

To be completed by Contractor

Corrective action plan to abate hazards:

_____
_____
_____
_____
_____
_____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks:

_____
_____
_____
_____
_____
_____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigate	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 G
PERMITS

City of Redlands Encroachment Permit

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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 05-06-2025

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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City Council Meeting **I. 19.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the sole source purchase order with the Flock Group, Inc. to renew leases of automated license plate recognition cameras in the amount of $99,500 (Police Chief Tolber)

MOTION(S):

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

I move to approve sole source purchase order with Flock Group, Inc.

RECOMMENDATION:

Staff recommends that Council approve a sole source purchase order with Flock Group, Inc. for the renewal of leases of automated license plate recognition cameras for an amount not to exceed $99,500.

DISCUSSION:

In February 2025, the City adopted Resolution No. 8658 for the use of the state's Citizens' Option for Public Safety program funds for the purpose of ensuring public safety. The approved funds were budgeted to purchase or renew automated license plate recognition cameras (ALPR) with Flock Group, Inc. (Flock) around the city. The ALPR's have been instrumental in providing crucial leads in numerous crimes, including robbery, burglary, and sexual assault.

The ALPR's are a series of high-speed camera systems that photograph license plates, convert the numbers and letters into machine-readable text, tag them with the time and location, and upload that data into a database for retrieval. This database will then be accessible to all law enforcement agencies in California. Regionally, law enforcement agencies that use ALPR cameras compare plates to a "hot list" of plates suspected of being connected to violent

crimes, child abduction, and terrorist activity. Cities throughout San Bernardino County are already participating in ALPR information sharing. The Redlands Police Department (RPD) has already successfully implemented an ALPR program to include 55 camera systems. This project will allow the City of Redlands to expand the program and contribute more data to the regional ALPR system to assist in solving crimes in the City of Redlands and throughout our region.

In accordance with the City's purchasing policy, sole or single source purchases exceeding $30,000 require City Council approval. Approving this sole source purchase order will assist us to pay for any outstanding invoices from 2024 and any renewed invoices with Flock up until Fiscal Year 25/26. Currently, RPD and Flock are preparing a Master Service Agreement to consolidate all the invoice services under one agreement which includes prorating any overlapping terms.

ALTERNATIVES:

City Council may elect not to approve the sole source purchase orders. However, this will adversely affect our ALPR system operations to assist in solving crimes in the City of Redlands and throughout our region.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year:	24-25
Appropriation Required Y/N:	N
Amount:	99,500
Budgeted Y/N:	Y
Account No.:	249200

Discussion:

There will be no fiscal impact to the General Fund.

Attachments

Flock Sole Source Form

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: 4/1/25

TO: Purchasing Division

FROM: Rachel Tolber

Purchase Requisition # Munis to generate

Estimated Total Cost: $ 99,500

Proposed Vendor: Flock Safety

Request Term: _____

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.

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: 55 cameras

Manufacturer/Model Number: Flock Safety

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:

Flock Safety is the sole manufacturer and developer of the Flock Safety Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety Camera. RPD currently deploys 55 Flock cameras in neighborhoods and business districts.
Description of Cameras:
• Wireless deployment of license plate reading cameras with integrated solar and cellular networks (other cameras

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:

RPD does utilize another ALPR vendor (Vigilant) for major traffic intersections, but that vendor

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.

Stephen Crane Justin Jimenez

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

The Flock cameras have been a key force multiplier when it comes to investigating crimes that have occurred in Redlands. The fact that the Flock cameras are solar powered enables the police department to install them at locations where they will be most efficient. In addition, since the Flock cameras only retain the images for 30 days, residents and business owners have embraced the ALPR strategy as opposed to what has been seen in other cities where there has been push back and claims of government overreach. If sole source services were no longer available, RPD would likely be forced to abandon the installation of ALPR cameras in neighborhoods and business districts.

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

Jimmy Nguyen Digitally signed by Jimmy Nguyen 04/02/25

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

SAAS ORDER FORM

Customer: Redlands Police Department	Contact: Travis Martinez
Address: 30 Cajon Street Redlands, CA 92373	Phone: 909-557-6583
	E-Mail: tmartinez@redlandspolice.org
Services: Flock's software for automatic license plate detection of video recorded by the Flock Gate Cameras (the "Hardware"), searching image records, and a platform for sharing those records with Customer, in the form such software is provided by Flock to Customer ("Service(s)"). For clarity, the Services are reliant on use of the Hardware.	
Fees: $ 7,500 per Year **Number of Cameras**: 5	**Service Term**: 12 The initial term of this Agreement shall be 12 months, subject to early termination (the "Initial Service Term"). Following the Initial Service Term, this Agreement will automatically renew for successive renewal terms of 0 months subject to early termination (each, a "Renewal Term", and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then-current term.
Payment Schedule: [Payable thirty (30) days in advance of each time period indicated above, subject to the terms of Section 5 herein.]	**Method of Payment**: ACH or Check
[**Implementation Services**: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. **Implementation Fee (one-time)**: $ 0	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 30 day of August, 2018 (the "Effective Date") between Flock Group Inc with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Flock Group Inc:

By: Garrett Langley

Name: Garrett Langley

Title: CEO

Customer Name:

By: N. Enrique Martinez

Name: N. ENRIQUE MARTINEZ

Title: CITY MANAGER

ATTEST:

Jeanne Donaldson, City Clerk

GDSVF&H\3180736.5

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. The Services include access to a platform for viewing video footage (the "Recordings"). The Recordings will be available for Customer to access for 30 days. Customer may be required to sign up for an account, and select a password and user name ("Company User ID").

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical and on-site support and maintenance services ("On-Site Services") in-person or by email at hello@flocksafety.com. Company will use commercially reasonable efforts to respond to requests for support.

1.3 Customer agrees to provide Company with accurate, complete, and updated registration information. Customer may not select as its Company User ID a name that Customer does not have the right to use, or another person's name with the intent to impersonate that person. Customer may not transfer its account to anyone else without prior written permission. Customer will not share its account or password with anyone, and must protect the security of its account and password. Customer is responsible for any activity associated with its account.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, certain software embedded on the Hardware by Company ("Embedded Software"), or any other software or documentation or data related to the Services (collectively, "Software") (except that such prohibition shall not apply to the extent applicable law prohibits such restriction); modify, translate, or create derivative works based on the Services, Hardware or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services, Hardware or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Hardware, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video or audio content. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. References to the "Unit" herein mean Hardware together with Embedded Software, while references to "Hardware" mean such hardware alone, excluding any software or firmware of any kind. Customer will not be able to access the Services except through the Unit, and the Unit will no longer function when this Agreement is terminated. Upon termination of this Agreement, Company will collect all Units.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Company or collected by Company via the Unit, including the Recordings, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("Customer Data"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Company's use of the Proprietary Information may include processing the Proprietary Information to send Customer alerts, such as when a car exits Customer's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Company may access, use, preserve and/or disclose the Recordings to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Company has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Company, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Company may store deleted Recordings in order to comply with certain legal obligations but such retained Recordings will not be retrievable without a valid court order.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services, Hardware and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or On-site Services, and (c) all intellectual property rights related to any of the foregoing. If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Company all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

3.3 Subject to all terms and conditions of this Agreement, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use (a) the Embedded Software as installed in the Unit by Company and (b) any other Software provided by Company hereunder, solely in the form provided by Company; in each case, solely as necessary for Customer to use the Services. This Agreement is a license, not a sale, of Software (including any Embedded Software) and does not convey to Customer any rights of ownership in or related to the Software. For clarity, this Agreement also does not convey to Customer any rights of ownership in or related to the Hardware.

3.4 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes

in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the applicable fees as set forth on the Order Form (the "Fees"). All payments will be made in accordance with the Payment Schedule and the Method of Payment. If not otherwise specified, payments will be due within thirty (30) days of invoice and are nonrefundable.

4.2 Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.3 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the Order Form.

5.2 In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Company's breach, Company will refund to Customer a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

5.3 Upon any termination, Company will collect all Units, delete all Customer Data and Customer's right to access or use any Software, and all licenses granted by Company hereunder will immediately cease.

5.4 The following sections will survive termination: 2.1, 2.2, 2.3, 5 (with respect to any accrued rights to payment) and 6-8.

6. REMEDY; WARRANTY AND DISCLAIMER

6.1 Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Customer must first make commercially reasonable efforts to address the problem by contacting Company's technical support as described in Section 1.2 above. If such efforts do not correct the Defect, Company shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Company reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Company of defect. Company agrees to replace cameras once at no cost to Customer in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense with a replacement cost of $300 per camera.

6.2 Company will not provide the remedy described in Section 6.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Company; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Company.

6.3 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, THE REMEDY DESCRIBED IN SECTION 6.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND COMPANY'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

8.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

8.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

8.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

8.5 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

8.6 This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. The federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement.

8.7 Customer grants Company permission to install cameras and signage at agreed upon locations and to perform labor at agreed upon locations.

EXHIBIT A

Statement of Work

Installation of Flock Gate Cameras

Installation of Flock signage

Installation of N/A foot poles (one for each camera)

Training for installation of camera on existing poles to employees

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-37902
Invoice Date:	4/17/2024
Due Date:	5/17/2024
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Po Box 3005
Redlands, California, 92373

Ship To: CA - Redlands PD
ATTN: Brenda Boon
San Marcos, California 92069

Billing Company Name: CA - Redlands PD
Billing Contact Name:
Billing Email Address:

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal Opportunity Redlands Police Department - University of Redlands Period 4/1/24 through 3/31/25.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	8	$3,000.00	$0.00	$24,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$24,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$24,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-37902
Invoice Date:	4/17/2024
Due Date:	5/17/2024
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-37902 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

By paying this invoice, I, the customer, agree to the terms and conditions listed at https://www.flocksafety.com/terms-and-conditions

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:
Flock Group Inc
PO Box 121923
Dallas, TX 75312-1923

Or

If sending via UPS, FedEx or USPS:
Flock Group Inc
891923
1501 North Plano Rd. ste 100
Richardson, TX 75081

Account: CA - Redlands PD

Invoice # INV-37902

Amount Due: **$24,000.00**

Amount Enclosed: $_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-46515
Invoice Date:	8/28/2024
Due Date:	9/27/2024
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
ATTN: Brenda Boon
San Marcos, California 92069

Billing Company Name: CA - Redlands PD
Billing Contact Name: Accounts Payable
Billing Email Address: accountspayable@cityofredlands.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - CA - Redlands PD - Phase 2 (Cameras 6-9) - 2022: Year 2 of 24 Month Term, 2023 - 2024. Per signed agreement. Period 11/10/23 through 11/9/24.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS ™	1	$0.00	$0.00	$0.00
Flock Safety Falcon ®	4	$2,500.00	$0.00	$10,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$10,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$10,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-46515
Invoice Date:	8/28/2024
Due Date:	9/27/2024
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-46515 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

By paying this invoice, I, the customer, agree to the terms and conditions listed at https://www.flocksafety.com/terms-and-conditions

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

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Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - Redlands PD
Or		Invoice #	INV-46515
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	**$10,000.00**
		Amount Enclosed:	$_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-46516
Invoice Date:	8/27/2024
Due Date:	9/26/2024
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
ATTN: Brenda Boon
San Marcos, California 92069

Billing Company Name:	CA - Redlands PD
Billing Contact Name:	Accounts Payable
Billing Email Address:	accountspayable@cityofredlands.org
Payment Terms:	Net 30
Contracted Billing Structure:	Annual

Notes: Renewal - CA - Redlands PD - Phase 3 (Cameras 10-12) - 2023: Year 1 of 24 Month Term, 2023 - 2024

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS ™	1	$0.00	$0.00	$0.00
Flock Safety Falcon ®	3	$2,500.00	$0.00	$7,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$7,500.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$7,500.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-46516
Invoice Date:	8/27/2024
Due Date:	9/26/2024
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-46516 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

By paying this invoice, I, the customer, agree to the terms and conditions listed at https://www.flocksafety.com/terms-and-conditions

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

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Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - Redlands PD
Or		Invoice #	INV-46516
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	**$7,500.00**
		Amount Enclosed:	$_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-46518
Invoice Date:	8/28/2024
Due Date:	9/27/2024
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
ATTN: Brenda Boon
San Marcos, California 92069

Billing Company Name:	CA - Redlands PD	Payment Terms:	Net 30
Billing Contact Name:	Accounts Payable	Contracted Billing Structure:	Annual
Billing Email Address:	accountspayable@cityofredlands.org		

Notes: Renewal - CA - Redlands PD - Phase 3 (Cameras 10-12) - 2024: Year 1 of 24 Month Term, 2024 - 2025 Renewal. Per unit price change. Period 1/15/24 through 1/14/25.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	3	$3,000.00	$0.00	$9,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$9,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$9,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-46518
Invoice Date:	8/28/2024
Due Date:	9/27/2024
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-46518 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

By paying this invoice, I, the customer, agree to the terms and conditions listed at https://www.flocksafety.com/terms-and-conditions

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

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Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - Redlands PD
Or		Invoice #	INV-46518
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	**$9,000.00**
		Amount Enclosed:	$_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-48241
Invoice Date:	9/25/2024
Due Date:	10/25/2024
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
ATTN: Brenda Boon
San Marcos, California 92069

Billing Company Name: CA - Redlands PD
Billing Contact Name: Accounts Payable
Billing Email Address: accountspayable@cityofredlands.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - CA - Redlands PD - Phase 4 (15-16)(Trailers) - 2023: Year 1 of 24 Month Term, 2023 - 2024. Recurring total .
Period 1/22/23 through 1/22/24.
Camera locations:
#15 - Sign Board Trailer
#16 - Radar Trailer

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	2	$2,500.00	$0.00	$5,000.00
FlockOS ™	1	$0.00	$0.00	$0.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$5,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$5,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-48241
Invoice Date:	9/25/2024
Due Date:	10/25/2024
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-48241 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - Redlands PD
Or		Invoice #	INV-48241
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	**$5,000.00**
		Amount Enclosed:	$_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-48428
Invoice Date:	9/26/2024
Due Date:	10/26/2024
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
ATTN: Brenda Boon
San Marcos, California 92069

Billing Company Name:	CA - Redlands PD	Payment Terms:	Net 30
Billing Contact Name:	Accounts Payable	Contracted Billing Structure:	Annual
Billing Email Address:	accountspayable@cityofredlands.org		

Notes: Renewal - CA - Redlands PD - Phase 4 (15-16)(Trailers) - 2023: Year 2 of 24 Month Term, 2024 - 2025. Recurring total . Period 1/22/24 through 1/22/25.
Camera locations:
#15 - Sign Board Trailer
#16 - Radar Trailer

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	2	$2,500.00	$0.00	$5,000.00
FlockOS ™	1	$0.00	$0.00	$0.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$5,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$5,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-48428
Invoice Date:	9/26/2024
Due Date:	10/26/2024
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-48428 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - Redlands PD
Or		Invoice #	INV-48428
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	**$5,000.00**
		Amount Enclosed:	$_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-52065
Invoice Date:	11/12/2024
Due Date:	12/12/2024
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
ATTN: Brenda Boon
San Marcos, California 92069

Billing Company Name: CA - Redlands PD
Billing Contact Name: Accounts Payable
Billing Email Address: accountspayable@cityofredlands.org

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal - CA - Redlands PD - Phase 2 (Cameras 6-9) - 2024: Year 1 of 24 Month Term, 2024 - 2025. Recurring total. Period 11/10/24 through 11/9/25.
Camera locations:
#06- Crestview/Ford- W/B traffic
#07- Reservoir/Ford- W/B traffic
#08- Reservoir/Sophia- E/B traffic
#09- Marion/5th- N/B traffic

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	4	$3,000.00	$0.00	$12,000.00
FlockOS ™	1	$0.00	$0.00	$0.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$12,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$12,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-52065
Invoice Date:	11/12/2024
Due Date:	12/12/2024
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-52065 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:
Flock Group Inc
PO Box 121923
Dallas, TX 75312-1923

Or

If sending via UPS, FedEx or USPS:
Flock Group Inc
891923
1501 North Plano Rd. ste 100
Richardson, TX 75081

Account: CA - Redlands PD

Invoice # INV-52065

Amount Due: **$12,000.00**

Amount Enclosed: $_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-56098
Invoice Date:	2/12/2025
Due Date:	3/14/2025
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
1270 W Park Ave
Redlands, California 92373

Billing Company Name:	CA - Redlands PD
Billing Contact Name:	Accounts Payable
Billing Email Address:	accountspayable@cityofredlands.org

Payment Terms:	Net 30
Contracted Billing Structure:	Annual

Notes: Service dates: 8/29/24 to 8/28/25. Cameras 31 to 34

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS ™	1	$0.00	$0.00	$0.00
Flock Safety LPR, fka Falcon	3	$3,000.00	$0.00	$9,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$9,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$9,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-56098
Invoice Date:	2/12/2025
Due Date:	3/14/2025
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-56098 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

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Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	CA - Redlands PD
		Invoice #	INV-56098
Or			
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 1501 North Plano Rd. ste 100 Richardson, TX 75081	Amount Due:	**$9,000.00**
		Amount Enclosed:	$_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-56099
Invoice Date:	1/13/2025
Due Date:	2/12/2025
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD

Redlands, California, 92373

Ship To: CA - Redlands PD
1270 W Park Ave
Redlands, California 92373

Billing Company Name:	CA - Redlands PD
Billing Contact Name:	Accounts Payable
Billing Email Address:	accountspayable@cityofredlands.org

Payment Terms:	Net 30
Contracted Billing Structure:	Annual

Notes:

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	1	$3,000.00	$0.00	$3,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$3,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$3,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-56099
Invoice Date:	1/13/2025
Due Date:	2/12/2025
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-56099 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

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Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:
Flock Group Inc
PO Box 121923
Dallas, TX 75312-1923

Or

If sending via UPS, FedEx or USPS:
Flock Group Inc
891923
1501 North Plano Rd. ste 100
Richardson, TX 75081

Account: CA - Redlands PD

Invoice # INV-56099

Amount Due: **$3,000.00**

Amount Enclosed: $_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-56916
Invoice Date:	1/28/2025
Due Date:	2/27/2025
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
1270 W Park Ave
Redlands, California 92373

Billing Company Name:	CA - Redlands PD
Billing Contact Name:	Accounts Payable
Billing Email Address:	accountspayable@cityofredlands.org
Payment Terms:	Net 30
Contracted Billing Structure:	Annual

Notes: Renewal - CA - Redlands PD - Phase 3 (Cameras 10-12) - 2025: Year 1 of 12 Month Term, 2025 - 2026

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	3	$3,000.00	$0.00	$9,000.00
FlockOS ™	1	$0.00	$0.00	$0.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$9,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$9,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-56916
Invoice Date:	1/28/2025
Due Date:	2/27/2025
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-56916 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:
Flock Group Inc
PO Box 121923
Dallas, TX 75312-1923

Or

If sending via UPS, FedEx or USPS:
Flock Group Inc
891923
1501 North Plano Rd. ste 100
Richardson, TX 75081

Account: CA - Redlands PD

Invoice # INV-56916

Amount Due: **$9,000.00**

Amount Enclosed: $_____

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-57201
Invoice Date:	1/28/2025
Due Date:	2/27/2025
Payment Terms:	Net 30
PO#:	

Bill To: CA - Redlands PD
Redlands, California, 92373

Ship To: CA - Redlands PD
1270 W Park Ave
Redlands, California 92373

Billing Company Name:	CA - Redlands PD
Billing Contact Name:	Accounts Payable
Billing Email Address:	accountspayable@cityofredlands.org
Payment Terms:	Net 30
Contracted Billing Structure:	Annual

Notes: Renewal - CA - Redlands PD - Phase 4 (15-16)(Trailers) - 2025: Year 1 of 24 Month Term, 2025 - 2026

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS ™	1	$0.00	$0.00	$0.00
Flock Safety Falcon ®	2	$3,000.00	$0.00	$6,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal:	**$6,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$6,000.00**

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-57201
Invoice Date:	1/28/2025
Due Date:	2/27/2025
Payment Terms:	Net 30
PO#:	

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-57201 Mail to: PO Box 121923 Dallas, TX 75312-1923 *If paying by check, please include the remittance slip below.*	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S *If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

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Make Checks Payable to: Flock Group Inc

If sending via USPS:
Flock Group Inc
PO Box 121923
Dallas, TX 75312-1923

Or

If sending via UPS, FedEx or USPS:
Flock Group Inc
891923
1501 North Plano Rd. ste 100
Richardson, TX 75081

Account: CA - Redlands PD

Invoice # INV-57201

Amount Due: **$6,000.00**

Amount Enclosed: $_____

City Council Meeting **J. 1.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report- 2025 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly (Mayor Pro Tem Shaw and Council Member Davis)

DISCUSSION:

For this evening's City Council Meeting, Mayor Pro Tem Shaw and Council Member Davis will provide reports relating to their attendance at the 2025 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly held May 1-2, 2025, at the JW Marriott Desert Springs Resort & Spa in Palm Desert, California.

Attachments

SCAG Conference Information



MAY 1-2, 2025
JW MARRIOTT DESERT SPRINGS RESORT & SPA

The 2025 Regional Conference and General Assembly will celebrate SCAG's 60th anniversary with panels featuring regional leaders from government, business, advocacy, and academia discussing the pressing topics of Southern California's future.

Register online (https://cvent.me/N25daW?RefId=web) for the 2025 Regional Conference and General Assembly to network with regional leaders from the public and private sectors, sharing best practices and lessons learned while working toward common goals.

REGISTER HERE (HTTPS://CVENT.ME/N25DAW?REFID=WEB)

AGENDA KEYNOTE SPEAKER EVENT INFORMATION

SPONSORSHIP OPPORTUNITIES SPONSORS

City Council Meeting **K. 1.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Work Construction Contract with Angelus Waterproofing & Restoration, Inc. for an amount not-to-exceed $648,548 for the Citrus Avenue Parking Structure Maintenance and Repair Project, and determination that the project is exempt from environmental review pursuant to Section 15301(d)of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of a Public Works Construction Contract with Angelus Waterproofing & Restoration, Inc. for the Citrus Avenue Parking Structure Maintenance and Repairs Project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the Citrus Avenue Parking Structure Maintenance and Repairs Project plans and specifications, and award a Public Works Construction Contract to Angelus Waterproofing & Restoration, Inc. for an amount not-to-exceed $648,548.

RECOMMENDATION:

Staff recommends City Council determine approval of a Public Works Construction Contract with Angelus Waterproofing & Restoration, Inc. for the Citrus Avenue Parking Structure Maintenance and Repair Project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of the Citrus

Avenue Parking Structure Maintenance and Repairs Project plans and specifications and award a Public Works Construction Contract to Angelus Waterproofing & Restoration for an amount not-to-exceed $648,548.

DISCUSSION:

The Citrus Avenue parking structure is located at the corner of Citrus Avenue and 6th Street, serves as public parking and is utilized by downtown merchants, their customers, and visitors to the City of Redlands. The City owns the parking structure and is responsible for maintenance and repairs. The structure contains one supported level and one grade level of parking and provides a total of 194 parking spaces.

In early 2023, a consultant was hired to conduct a periodical assessment on the structure and provide a detailed assessment report. According to the assessment report, the structure is generally in fair condition. However, the structural elements require repairs to enhance the structure's durability and extend its service life. On December 5, 2023, staff approved a professional services agreement to develop plans and specifications with SGH Architects for the Citrus Avenue Parking Structure Maintenance and Repair Project.

In February 2025, SGH Architects finalized the plans and specifications and staff advertised the project for construction. On March 5, 2025, the City Clerk's office received and opened the following four (4) bids:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. Angelus Waterproofing & Restoration, Inc, Huntington Beach, CA	$648,548.00
2. Howard Ridley Company, Inc., Chino, CA	$1,005,000.00
3. TTS Engineering, Inc., Stanton, CA	$1,544,000.00
4. US Builders & Consultants, Irvine, CA	$1,934,010.00

Staff reviewed each bid and determined that Angelus Waterproofing & Restoration, Inc. is the lowest responsive and responsible bidder. Therefore, staff recommends City Council approval of a Public Works Construction Contract to Angelus Waterproofing & Restoration, Inc. for an amount not-to-exceed $648,548. If approved, it is anticipated that the project will be completed within thirty (30) working days after a Notice to Proceed is issued.

This project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines.

ALTERNATIVES:

City Council may choose not to award the contract and provide staff alternate direction.

STRATEGIC PLAN:

Strategic Plan Priority D-3: Infrastructure

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
Christopher Boatman, Assistant City Manager
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Don Craw, Facilities and Community Services Senior Manager

Fiscal Impact

Fiscal Year:	2025
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$713,402.80
Budgeted Y/N:	Y
Account No.:	101300

Discussion:

Budgeted out of the Parking Reserve Fund. Total project cost of $713,402.80 (Contract amount of $648,548 plus a 10% Contingency)

Attachments

A. Angelus Contract
B. Bid Opening Report
C. Bid Analysis
D. Plans
E. Specifications
F. Project Manual

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of May, 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 Angelus Waterproofing and Restoration, 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: Citrus Avenue Parking Structure Maintenance and Repairs Project, Project No. FCS013025DC, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Citrus Avenue Parking Structure Maintenance and Repairs Project, Project No. FCS013025DC (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of six hundred forty-eight thousand five hundred forty-eight dollars ($648,548) 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 thirty (30) 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 ($500.00) 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 ($500.00) 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.

SIGNATURES ON NEXT PAGE

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)

_____
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
Facilities and Community Services Department
Citrus Avenue Parking Structure Maintenance and Repairs Project
Project No. FCS013025DC

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 Angelus Waterproofing and Restoration, Inc. (hereinafter designated as "Principal") have entered into an agreement dated May 6, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Citrus Avenue Parking Structure Maintenance and Repairs Project, Project No. FCS013025DC 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, _____, are held and firmly bound unto the City in the penal sum of six hundred forty eight thousand five hundred forty eight dollars ($648,548) 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 Angelus Waterproofing & Restoration, 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 May 6, 2025, and identified as Citrus Avenue Parking Structure Maintenance and Repairs Project 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 forty eight thousand five hundred forty eight dollars ($648,548) 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 **5th day of March 2025 at 2:00 p.m.** on behalf of the Facilities and Community Services Department for **Citrus Avenue Parking Structure Maintenance and Repairs, Project No. FCS013025DC.** 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	Addenda Issued (2)	Attended Pre-Bid Meeting	Total Bid Amount
1	Angelus Waterproofing & Restoration, Inc, Huntington Beach, CA	Yes	Yes	Yes	Yes	$648,548.00
2	Howard Ridley Company, Inc., Chino, CA	Yes	Yes	Yes	Yes	$1,005,000.00
3	TTS Engineering, Inc.	Yes	Yes	Yes		$1,544,000.00
4	US Builders & Consultants, Irvine, CA	Yes	Yes	Yes		$1,934,010.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Gerard Nepomuceno, Don Craw

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO. FCS013025DC
Citrus Avenue Parking Structure Maintenance and Repairs

BID DATE: 5-Mar-2025
EST. START DATE: 7-May-2025

Item No.	Bid Item	Quantity	Unit	Angelus Waterproofing & Restoration, Inc.		Howard Ridley Company, Inc.	
				Unit Price	Item Price	Unit Price	Item Price
1	Maintenance and Repairs per Plans, Specifications, and Project Manual	1	LS	$648,548.00	$648,548.00	$1,005,000.00	$1,005,000.00
	Last Minute Additions/Deductions						
		Total Bid			**$648,548.00**		**$1,005,000.00**

License Status	Active	Active
Sub's License Status	Active	Active
Bid Bond Company	Great Midwest Insurance Co.	Markel Insurance Company
Submitted Entire Bid Package	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes
DIR Status	Active	Active
Error in Bid	No	No

Item No.	Bid Item	Quantity	Unit	TTS Engineering, Inc.		US Builders & Consultants	
				Unit Price	Item Price	Unit Price	Item Price
1	Maintenance and Repairs per Plans, Specifications, and Project Manual	1	LS	$1,544,000.00	$1,544,000.00	$1,934,010.00	$1,934,010.00
	Last Minute Additions/Deductions						
		Total Bid			**$1,544,000.00**		**$1,934,010.00**

License Status	Active	Active
Sub's License Status	Active	Active
Bid Bond Company	Travelers Casualty and Surety Co. of America	The Gray Casualty & Surety Company
Submitted Entire Bid Package	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes
DIR Status	Active	Active
Error in Bid	No	No

CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR

EAST CITRUS AVENUE & SOUTH 6TH STREET, REDLANDS, CA 92373

CITY OF REDLANDS CONSTRUCTION NOTES

1. BUSINESS LICENSE REQUIREMENT FOR ARCHITECTS, ENGINEERS, CONTRACTORS AND SUB-CONTRACTORS PER CITY OF REDLANDS ORDINANCE: 5.04.090: BUSINESS LICENSE REQUIREMENTS.
2. IT IS UNLAWFUL FOR ANY PERSON, WHETHER AS PRINCIPAL OR AGENT, CLERK OR EMPLOYEE, EITHER FOR HIMSELF OR FOR ANY OTHER PERSON, OR FOR ANYBODY CORPORATE, OR AS AN OFFICER OF ANY CORPORATION, OR OTHERWISE TO COMMENCE OR CARRY ON ANY LAWFUL BUSINESS, TRADE, CALLING, PROFESSION OR OCCUPATION IN THE CITY WITHOUT FIRST HAVING PROCURED A LICENSE FROM THIS CITY SO TO DO OR WITHOUT COMPLYING WITH ANY AND ALL REGULATIONS OF SUCH TRADE, CALLING, PROFESSION OR OCCUPATION CONTAINED IN THIS CHAPTER AND CHAPTER 5.08 OF THIS TITLE. (REDLANDS MUNICIPAL CODE 5.04.090)
3. NEW CONSTRUCTION SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE 2022 CALIFORNIA BUILDING CODE EDITIONS THAT INCLUDE THE BUILDING, FIRE, PLUMBING, MECHANICAL, ELECTRICAL, GREEN BUILDING STANDARDS AND 2019 ENERGY COMMISSION SERIES. IN CASES WHERE THE CODES MAY CONFLICT WITH THE PROVISIONS IN THESE PLANS OR SPECIFICATIONS, THE MORE RESTRICTIVE PROVISIONS SHALL GOVERN. CALL FOR ALL REQUIRED INSPECTIONS PRIOR TO CONCEALING WORK.
4. ANYONE WHO IS INVOLVED WITH THE CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMP) TO CONTAIN OR PREVENT ANY ILLEGAL DISCHARGE OR STORM-WATER POLLUTION WITHIN THE PROJECT BOUNDARY UNTIL THE PROJECT IS COMPLETED AN ACCEPTED BY THE PUBLIC WORKS INSPECTOR OF THE CITY.
5. RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS IS REQUIRED AS MANDATED BY AB 939 AND SB 1066 AND AS AMENDED BY REDLANDS MUNICIPAL CODE.
6. CONSTRUCTION ACTIVITY NOISE SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 A.M. AND 6:00 P.M. MONDAY THROUGH SATURDAY. RMC 8.06.090(F)
7. EVERY PERMIT ISSUED UNDER THE PROVISIONS OF THESE PLANS SHALL EXPIRE BY LIMITATION AND BECOME NULL AND VOID IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS NOT COMMENCED WITHIN 180 DAYS FROM DATE OF SUCH PERMIT, OR IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 OR MORE DAYS AFTER WORK HAS COMMENCED.
8. THE CHIEF BUILDING OFFICIAL MAY EXTEND THE TIME FOR COMMENCEMENT OF WORK FOR A PERIOD NOT EXCEEDING 180 DAYS UPON WRITTEN REQUEST BY THE PERMITTEE PROVIDING EVIDENCE OF THE CIRCUMSTANCES BEYOND THE CONTROL OF THE PERMITTEE WHICH HAVE PREVENTED WORK FROM COMMENCING.
9. IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO SHOW EVIDENCE OF "START OF CONSTRUCTION" BY ARRANGING FOR BUILDING INSPECTIONS WITHIN 180 DAYS AFTER ISSUANCE OF PERMIT AND TO VERIFY CONTINUING CONSTRUCTION ACTIVITY BY ARRANGING FOR BUILDING INSPECTIONS WHICH WILL SHOW THE WORK IS PROGRESSING WITHIN ANY 180 DAY TIME PERIOD.

PROJECT DIRECTORY

CLIENT: CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES
35 CAJON ST. SUITE 222
REDLANDS, CA 92373
CONTACT: DONALD CRAW
EMAIL: dcraw@cityofredlands.org
CONTACT: JAWAD NADERI
EMAIL: jnaderi@cityofredlands.org

ARCHITECT: SGH ARCHITECTS
707 BROOKSIDE AVENUE
REDLANDS, CA 92373
TELEPHONE: 909.375.3030
CONTACT: MICHAEL STEPHENS, AIA
EMAIL: mstephens@sgharch.com

STRUCTURAL: MIYAMOTO
1047 WEST SIXTH STREET, SUITE A
ONTARIO, CA 91762
TELEPHONE: 855.270.8848
CONTACT: JEFF CROSIER, S.E.
EMAIL: jcrosier@miyamotointernational.com

CODE AND STANDARDS

APPLICABLE CODES

- · 2022 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
- · 2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.
- · 2022 CALIFORNIA ELECTRICAL CODE (CEC) , PART 3, TITLE 24 C.C.R.
- · 202 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
- · 2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
- · 2022 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 C.C.R.
- · 2022 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R.
- · 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, PART 11, TITLE 24 C.C.R.
- · 2022 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R.
- · TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

REFERENCE CODE SECTION FOR NFPA STANDARDS-2016 CBC (SFM) CHAPTER 35.
SEE CHAPTER 35 FOR STATE OF CALIFORNIA AMENDMENTS TO NFPA STANDARDS.

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GENERAL NOTES

1. CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS FOR ACCURACY AND CONSTRUCTABILITY. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
2. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDINGS AND SHALL DETERMINE ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND ACTUAL FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY THE ARCHITECT AND OWNER OF ANY DISCREPANCIES.
3. CONTRACTOR SHALL THOROUGHLY INVESTIGATE, VERIFY AND BEAR RESPONSIBILITY FOR DIMENSIONS AND EXISTING CONDITIONS. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY CONDITION REQUIRING MODIFICATION OR CHANGE PRIOR TO STARTING WORK. ANY WORK INSTALLED IN CONFLICT WITH THE DRAWINGS WITHOUT PRIOR APPROVAL SHALL BE CORRECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
4. WHERE EXISTING FINISHES, FACILITIES, AND SURFACES ARE DISTURBED, DAMAGED, OR REMOVED DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR IS TO REPAIR OR REPLACE AS NECESSARY TO MATCH EXISTING. ALL NEW MATERIALS SHALL MATCH EXISTING IN ALL RESPECTS.
5. LOCATIONS OF UTILITIES, WHERE SHOWN, ARE APPROXIMATE, AND CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING ON ALL SITES TO AVOID EXISTING DUCTS, PIPING, OR CONDUITS, ETC, AND TO PREVENT HARM TO PERSONNEL AND/OR DAMAGE TO EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER SHOULD UNIDENTIFIED CONDITIONS BE DISCOVERED.
6. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY WHERE THE PROPOSED WORK AFFECTS THE EXISTING IRRIGATION SYSTEMS THE CONTRACTOR SHALL PERFORM ANY WORK NECESSARY TO MAINTAIN AN OPERATIONAL IRRIGATION SYSTEM.
7. THESE DRAWINGS AND SPECIFICATIONS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
8. CONSTRUCTION WORKERS WILL ONLY BE ALLOWED IN THE AREAS APPROPRIATE TO THE WORK AND SHALL NOT DISTURB THE OWNER, STAFF, STUDENTS OR CUSTOMERS.
9. CONSTRUCTION WORKERS SHALL WEAR APPROPRIATE SAFETY GEAR & COMPLY WITH SAFETY REGULATIONS.
10. CONSTRUCTION WORKERS SHALL DRESS & BEHAVIOR IN A MANNER APPROPRIATE TO THE JOB SITE AND BE ACCEPTABLE TO THE OWNER REPRESENTATIVES.
11. SMOKING IS NOT PERMITTED ON THE CONSTRUCTION SITE.
12. THERE SHALL BE NO POSSESSION OR CONSUMPTION OF DRUGS OR ALCOHOLIC BEVERAGES ON THE JOB SITE BY ANY PERSON AT ANY TIME OR CONSUMPTION PRIOR THAT MAY IMPAIR THE USE OF EQUIPMENT IN A SAFE MANNER.
13. XXX

REQUIRED PERMITS

THE PERMIT APPLICATION MUST BE SIGNED BY THE PROPERTY OWNER OR LICENSED CONTRACTOR OR AUTHORIZED AGENT AT THE TIME THE PERMIT IS TO BE ISSUED:

A. FOR OWNER-BUILDER PERMITS: OWNER'S SIGNATURE CAN BE VERIFIED WITH OWNER'S DRIVER LICENSE. OWNER'S REPRESENTATIVES MUST PRESENT OWNER'S APPROVAL WITH A NOTARIZED LETTER FROM THE OWNER.

B. FOR CONTRACTOR BUILDING PERMITS: PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, THE CONTRACTOR SHALL HAVE THE FOLLOWING:

i. NOTARIZED LETTER OF AUTHORIZATION FOR AGENTS.
ii. CERTIFICATE OF WORKERS COMPENSATION INSURANCE MADE OUT TO THE CONTRACTORS STATE LICENSE BOARD.
iii. COPY OF CONTRACTOR'S STATE LICENSE OR POCKET ID.
iv. COPY OF CITY OF REDLANDS BUSINESS LICENSE.

SPECIAL INSPECTION

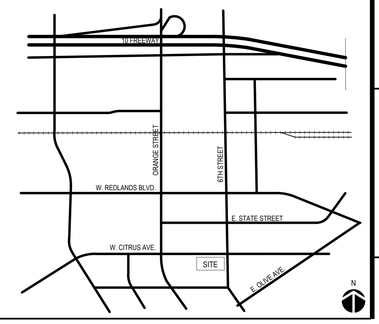
STATEMENT OF SPECIAL INSPECTIONS ON S0.1

SCOPE OF WORK

PROJECT CONSISTS OF RENOVATION TO AN EXISTING PARKING STRUCTURE. THE STRUCTURE WILL GET NEW STRIPING, NEW WHEEL STOPS, NEW ADA PARKING STALLS, NEW PAINTING OF THE CEILING, NEW CONCRETE SEALANT. IMPROVEMENTS SHALL INCLUDE PATCHING SPALLING CONCRETE, CAULKING AND WEATHER PROOFING EXISTING ELEMENTS OF THE GARAGE. OTHER ITEM WILL ADDRESSING KEY LOCATIONS OF WORN ELEMENTS AS IDENTIFIED IN THE STRUCTURAL OBSERVATION REPORT CONDUCTED ON 02/24/2024.

PROJECT IS NOT A STRUCTURAL UPGRADE. WORK SCOPE WAS DEFINED AND DEVELOPED FROM AN ASSESSMENT REPORT PREPARED BY PCUBED ASSOCIATES (JULY 21, 2023).

VICINITY MAP



CONSULTANT:

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

COVER SHEET

SEALS:

LICENSED ARCHITECT — MICHAEL J. STEPHENS — No. C-26450 — REN 8-31-26 — STATE OF CALIFORNIA

sgh ARCHITECTS

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PROJECT NUMBER: 23-26102.00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25

REVISION	DATE:	DESCRIPTION:
1	01.08.25	CONSTRUCTION DOCS

G0.00

ABBREVIATIONS

A	
AB	ANCHOR BOLT
AC	ACOUSTICAL CEILING
AC	ASPHALT CONCRETE
ACC	ACCESSIBLE
ACCB	ACCESSIBLE BENCH
ACST	ACOUSTIC
ACT	ACOUSTIC CEILING TILE
AD	ACCESS DOOR
AD	AREA DRAIN
ADDN	ADDITION OR ADDITIONAL
ADJ	ADJUSTABLE
ADJT	ADJACENT
ADMIN	ADMINISTRATION
AFF	ABOVE FINISH FLOOR
ALT	ALTERNATE
ALUM	ALUMINUM
ANCH	ANCHOR
AP	ACCESS PANEL
APC	ACOUSTICAL PANEL CEILING
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ASPH	ASPHALT
AV	AVERAGE
AWP	ACOUSTICAL WALL PANEL
B	
BCMU	BURNISHED CONCRETE MASONRY UNIT
BD	BOARD
BET	BETWEEN
BFP	BACKFLOW PREVENTOR
BFR	BELOW FLOOR
BL	BUILDING LINE
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BM	BENCH MARK
BOF	BOTTOM OF FOOTING
BOTT	BOTTOM
BRKT	BRACKET
BSMT	BASEMENT
BUR	BUILT UP ROOFING
C	
CBD	CHALKBOARD
CBC	CALIFORNIA BUILDING CODE
CD	CONDENSATE DRAIN
CER	CERAMIC
CG	CORNER GUARD
CIP	CAST IN PLACE
CJ	CONTROL JOINT
CL	CENTERLINE
CLG	CEILING
CLOS	CLOSET
CLR	CLEAR
CM	CEILING MOUNTED
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT
COL	COLUMN
COMP	COMPOSITE
COMPR	COMPRESSIBLE
CONC	CONCRETE
CONF	CONFERENCE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACTOR OR CONTRACT
CORR	CORRIDOR
CP	COVER PLATE
CPT	CARPET
CR	CORROSION RESISTANT
CS	COUNTERSINK
CSK	COUNTERSUNK
CSTJ	CONSTRUCTION JOINT
CSWK	CASEWORK
CT	CERAMIC TILE
CTR	CENTER
CW	COLD WATER
CY	CUBIC YARD
D	
D	DEPTH
DBL	DOUBLE
d	PENNY (AS NAIL 10D)
DEG	DEGREE
DEPT	DEPARTMENT
DF	DRINKING FOUNTAIN
DG	DOOR GRILLE
DIA	DIAMETER
DIAG	DIAGONAL
DIFF	DIFFUSER
DIM	DIMENSION
DN	DOWN
DN	DOWNSPOUT NOZZLE
DO OR "	DITTO
DPFG	DAMPROOFING
DR	DOOR
DR	DRAIN
DS	DOWNSPOUT
DSA	DEPARTMENT OF STATE ARCHITECT
DTL	DETAIL
DW	DISHWASHER
DWG	DRAWING
DWL	DOWEL
DWR	DRAWER
E	
E	EAST
EA	EACH
EB	EXPANSION BOLT
EE	EACH END
EEW	EMERGENCY EYEWASH
EEWS	EMERGENCY EYEWASH/SHOWER
EF	EACH FACE
EF	EXHAUST FAN
EH	ELECTRICAL HEATER
EIFS	EXTERIOR INSULATION AND FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELEVATION
ELAS	ELASTOMERIC
ELEC	ELECTRIC(AL)
ELEV	ELEVATOR
EMER	EMERGENCY
ENCL	ENCLOSURE
ENTR	ENTRANCE
ERF	EPOXY RESIN FLOORING
EQ	EQUAL
EQUIP	EQUIPMENT
ES	EMERGENCY SHOWER
ES	EXTRA STRONG
EST	ESTIMATE
EW	EACH WAY
EWC	ELECTRIC WATER COOLER
EWH	ELECTRIC WATER HEATER
EWT	ENTERING WATER TEMPERATURE
EXC	EXCAVATE
EXH	EXHAUST
EXIST	EXISTING
EXP	EXPANSION
EXP	EXPOSED
EXT	EXTERIOR
F	
F	FIRELINE
FA	FIRE ALARM
FAB	FABRICATED
FB	FACE BRICK
FC	FOOT CANDLE
FCMU	FLUTED CONCRETE MASONRY UNIT
FCO	FLOOR CLEAN OUT
FCU	FAN COIL UNIT
FD	FIRE DAMPER
FD	FLOOR DRAIN
FDC	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FFE	FINISH FLOOR ELEVATION
FH	FIRE HYDRANT
FHC	FIRE HOSE CABINET
FIG	FIGURE
FIN	FINISH
FIX	FIXTURE
FL	FLOOR
FLASH	FLASHING
FLEX	FLEXIBLE
FLG	FLOORING
FLM	FULL LENGTH MIRROR
FM	FIRE MAIN
FO	FACE OF
FO	FINISH OPENING
FOC	FACE OF CONCRETE
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOR	FUEL OIL RETURN
FOS	FACE OF STUD
FOS	FUEL OIL SUPPLY
FOV	FUEL OIL VENT
FOW	FACE OF WALL
FP	FIREPROOFING
FR	FIRE RESISTIVE
FR	FRAME
FRP	FIBERGLASS REINFORCED PANEL
FS	FLOOR SINK
FSD	FIRE/SMOKE DAMPER
FSS	FOLDING SHOWER SEAT
FT	FEET (FOOT)
FTG	FOOTING
FUT	FUTURE
FVC	FIRE VALVE CABINET
FWC	FABRIC WALL COVERING
G	
G	GRILLE
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GCMU	GLAZED CONCRETE MASONRY UNIT
GD	GARBAGE DISPOSAL
GEN	GENERAL
GEN	GENERATOR
GFA	GROSS FLOOR AREA
GFI	GROUND FAULT INTERRUPTER
GFRC	GLASS FIBER REINFORCED CONCRETE
GI	GALVANIZED IRON
GL	GLUE LAMINATED
GL	GLASS
GMU	GLASS MASONRY UNIT
GOVT	GOVERNMENT
GR	GUAD RAIL

G CONTINUED

GR	GRADE
GR	GRILLE
GRC	GLASS REINFORCED CONCRETE
GRGP	GLASS REINFORCED GYPSUM PLASTER
GRS	GALVANIZED RIGID STEEL
GWB	GYPSUM WALL BOARD
GYP	GYPSUM
H	
H	HEIGHT
HB	HOSE BIB
HC	HOLLOW CORE
HD	HAND DRYER OR HAIR DRYER
HDBD	HARDBOARD
HDR	HEADER
HDWD	HARDWOOD
HDWR	HARDWARE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HANDRAIL
HR	HOUR
HS	HEADSTUD
HSS	HOLLOW STRUCTURAL SECTION
HSTR	HIGH STRENGTH
HT	HEIGHT
HTR	HEATER
HW	DOMESTIC HOT WATER
I	
IAW	IN ACCORDANCE WITH
IC	INTERCOM
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IF	INSIDE FACE
IJ	ISOLATION JOINT
IN	INCH
INC	INCLUDE (ING)
INSUL	INSULATION
INT	INTERIOR
J	
JAN	JANITOR
JST	JOIST
JFB	JOINT FILLER BOARD
JT	JOINT
K	
KCJ	KEYED CONSTRUCTION JOINT
KCP	KEENE'S CEMENT PLASTER
KD	KNOCKDOWN
KH	KITCHEN HOOD
L	
L	ANGLE
LAM	LAMINATE(D)
LAV	LAVATORY
LB	POUND
LBR	LUMBER
LBS	POUNDS
LDG	LOADING
LF	LINEAR FOOT (FEET)
LG	LENGTH (LONG)
LIN	LINEAR
LINO	LINOLEUM
LKR	LOCKER
LH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LOC	LOCATION
LONG	LONGITUDINAL
LOX	LIQUID OXYGEN
LS	LAWN SPRINKLER
LSC	LIFE SAFETY CODE
LT	LIGHT
LTG	LIGHTING
LV	LOUVER
LW	LONG WAY
M	
MAC	MACHINE
MAINT	MAINTENANCE
MAN	MANUAL
MAS	MASONRY
MATL	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MB	MOP BASIN
MBD	MARKER BOARD
MECH	MECHANICAL
MEMB	MEMBRANE
MET	METAL
MEZZ	MEZZANINE
MFR	MANUFACTURER
MFRG	MANUFACTURING
MH	MANHOLE
MH	MOP HOLDER
MIN	MINIMUM
MISC	MISCELLANEOUS
MLDG	MOLDING
MLWK	MILLWORK
MO	MASONRY OPENING
MR	MIRROR
MR/S	MIRROR WITH SHELF
MTD	MOUNTED
MTG	MOUNTING
MTL	METAL

M CONTINUED

MUL	MULLION
MW	MARKER WALL
N	
N	NORTH
N/A	NOT APPLICABLE
NC	NURSE CALL
NEUT	NEUTRAL
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
O	
O to O	OUT TO OUT
OA	OVERALL
OC	ON CENTER
OD	OUTSIDE DIAMETER
OD	OVERFLOW DRAIN
OF	OUTSIDE FACE
OVFL	OVERFLOW
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
OFF	OFFICE
OFOI	OWNER FURNISHED OWNER INSTALLED
OPG	OPENING
OPP	OPPOSITE
OTCS	OPEN TO CEILING SPACE
OVHD	OVERHEAD
P	
P	PAINT
PA	PUBLIC ADDRESS
PAR	PARALLEL
PB	PARTICLE BOARD
PB	PULL BOX
PB	PUSH BUTTON
PC	PRECAST
PCD	PAPER CUP DISPENSER
PCF	POUNDS PER CUBIC FOOT
PCT	PORCELAIN CERAMIC TILE
PERF	PERFORATED
PERP	PERPENDICULAR
PIV	POST INDICATOR VALVE
PL	PLATE
PLAM	PLASTIC LAMINATE
PLAS	PLASTER
PLBG	PLUMBING
PLYWD	PLYWOOD
PNL	PANEL
POC	POINT OF CONNECTION
PORC	PORCELAIN
PR	PAIR
PREFAB	PREFABRICATED
PROJ	PROJECTION
PS	PROJECTION SCREEN
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PLASTER TRAP
PT	POINT
PTD	PAPER TOWEL DISPENSER
PTD/R	COMBINATION TOWEL DISPENSER/RECEPTACLE
PTN	PARTITION
PVC	POLYVINYL CHLORIDE
PWR	POWER
Q	
QT	QUARRY TILE
QTR RND	QUARTER ROUND
R	
R	RADIUS
RA	RETURN AIR
RAD	RADIUS
RB	RUBBER BASE
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
REG	REGISTER
REM	REMOVABLE
REQ(D)	REQUIRE(D)
RESIL	RESILIENT
RET	RETAINING (WALL)
REV	REVISIONS
RF	RUBBER FLOOR
RFM	RECESSED FLOOR MAT
RH	ROBE HOOK
RM	ROOM
RND	ROUND
RO	ROUGH OPENING
S	
S	SINK
S	SANITARY SEWER
S	SOAP DISH
S	SOUTH
S	SPRINKLER LINE
SA	SUPPLY AIR
SAN	SANITARY WASTE
SC	SECURITY
SC	SOLID CORE
SC	SHOWER CURTAIN
SC	SPECIAL COATING
SCD	SEAT COVER DISPENSER
SCH	SHOWER CURTAIN HOOKS
SCHED	SCHEDULE
SCR	SHOWER CURTAIN ROD
SCT	STRUCTURAL CLAY TILE

S CONTINUED

SD	SOAP DISPENSER
SD	SMOKE DAMPER
SD	SMOKE DETECTOR
SD	STORM DRAIN
SEC	SECONDARY
SECT	SECTION
SECY	SECRETARY
SF	SQUARE FOOT
SFCMU	SPLIT-FACED CONCRETE MASONRY UNIT
SGL	SINGLE
SH	SHOWER
SHEATH	SHEATHING
SHM	SECURITY HOLLOW METAL
SHT	SHEET
SIM	SIMILAR
SL	SHORT LEG
SLNT	SEALANT
SM	SHEET METAL
SM	SPRINKLER MAIN
SND	SANITARY NAPKIN DISPOSAL
SNV	SANITARY NAPKIN VENDOR
SPEC	SPECIFICATIONS
SPL	SPECIAL
SPL BLK	SPLASH BLOCK
SQ	SQUARE
SS	SERVICE SINK
SS	SOLID SURFACE
SST	STAINLESS STEEL
ST	STAIR
STAGD	STAGGERED
STD	STANDARD
STL	STEEL
STOR	STORAGE
STR	STRUCTURAL - STRUCTURE
SUBFL	SUBFLOOR
SURF	SURFACE
SUSP	SUSPENDED
SV	SHEET VINYL
SYM	SYMMETRICAL
T	
T	TEMPERED
T	THERMOSTAT
T & B	TOP & BOTTOM
T& G	TONGUE & GROOVE
T	TREAD
TA	TRANSFER AIR
TAN	TANGENT
TB	TOWEL BAR
TBD	TACK BOARD
TC	TEMPERATURE CONTROL
TC	TIME CLOCK
TD	TRENCH DRAIN
TEL	TELEPHONE
TEMP	TEMPERED - TEMPORARY
TERR	TERRAZZO
TEXT	TEXTURED
TH	THRESHOLD
TH	TOWEL HOOK
THK	THICK(NESS)
TMR	TILT MIRROR UNIT
TOB	TOP OF BEAM
TOC	TOP OF CONCRETE
TOF	TOP OF FOOTING
TOIL	TOILET
TOP	TOP OF PAVING
TOS	TOP OF STEEL
TOW	TOP OF WALL
TPV	TRAP PRIMER
TR	TRIP
TRANS	TRANSVERSE
TRD	TREAD
TT	TERRAZZO TILE
TTD	TOILET TISSUE DISPENSER
TV	TELEVISION / MONITOR
TW	TACK WALL
TYP	TYPICAL
U	
U	URINAL
UL	UNDERWRITERS LABORATORIES
UNEX	UNEXCAVATED
UNFIN	UNFINISHED
UNO	UNLESS NOTED OTHERWISE
UR	URINAL
US	UTILITY SHELF
UTIL	UTILITY
V	
V	VENT
VAV	VARIABLE AIR VOLUME
VB	VAPOR BARRIER
VB	VINYL BASE
VCB	VENTED COVE BASE
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VEST	VESTIBULE
VF	VINYL FLOOR
VP	VENEER PLASTER
VT	VINYL TILE
VTR	VENT THROUGH ROOF
VWC	VINYL WALLCOVERING
W	
W	WATER SERVICE
W	WIDE; WIDTH

W CONTINUED

W	WEST
W	WIDE FLANGE
W/	WITH
W/O	WITHOUT
WC	WALL COVERING
WC	WATER CLOSET
WCO	WALL CLEAN OUT
WD	WOOD
WDW	WINDOW
WF	WASH FOUNTAIN
WH	WALL HYDRANT
WH	WATER HEATER
WI	WROUGHT IRON
WNSCT	WAINSCOT
WP	WEATHERPROOF
WR	WATER RESISTANT
WR	WASTE RECEPTACLE
WSP	WET STAND PIPE
WT	WEIGHT
WWF	WELDED WIRE FABRIC
X	
XFMR	TRANSFORMER
Y	
YD	YARD
YH	YARD HYDRANT
#	
&	AND
@	AT
i.e.	THAT IS
#	NUMBER

GLAZING ABBREVIATIONS:

CG	CLEAR FLOAT GLASS
CIG	CLEAR INSULATING GLASS
CTG	CLEAR TEMPERED FLOAT GLASS
CTIG	CLEAR TEMPERED INSULATING GLASS
FG	FIRE-RATED GLASS
LG	LAMINATED GLASS
LIG	LAMINATED INSULATING GLASS
PG	PATTERN GLASS
PIG	PATTERN INSULATING GLASS
SG	SPANDREL GLASS
SIG	SPANDREL INSULATING GLASS
TG	TINTED FLOAT GLASS
TIG	TINTED INSULATING GLASS
TTG	TINTED TEMPERED FLOAT GLASS
TTIG	TINTED TEMPERED INSULATING GLASS

GENERAL SYMBOLS

DETAIL NUMBER
CALLOUT BUBBLE
SHEET NUMBER

INTERIOR ELEVATION

EXTERIOR ELEVATION

BUILDING SECTION

WALL SECTION

DETAIL SECTION

DETAIL SECTION

GRID LINES

ELEVATION LEVEL

DOOR TAG

CURTAIN WALL / WIDOW TAG

WALL TAG

FURNITURE, FIXTURE OR EQUIPMENT TAG

FINISH TAG

DEMOLITION KEYNOTE

LEGEND KEYNOTE

CONSTRUCTION KEYNOTE

REVISION NUMBER

ROOM NAME TAG

ROOM OCCUPANCY TAG

EGRESS / EXIT TAG

CEILING HEIGHT TAG

NORTH

1. THE GENERAL CONTRACTOR SHALL CAREFULLY REVIEW AND COMPARE THE CONTRACT DOCUMENTS PRIOR TO CONSTRUCTION AND SHALL AT ONCE REPORT TO THE ARCHITECT ANY ERROR, INCONSISTENCY, OR OMISSION THE CONTRACTOR MAY DISCOVER. IF THE CONTRACTOR PERFORMS ANY WORK KNOWING IT TO BE CONTRARY TO APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS WITHOUT PRIOR NOTICE TO THE ARCHITECT, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY, AND SHALL BEAR ALL COSTS ATTRIBUTABLE THERETO FOR CORRECTION OF THE WORK.

2. CONTRACTOR SHALL REVIEW CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS FOR ACCURACY AND CONSTRUCTABILITY.

3. CONTRACTOR SHALL VERIFY ALL CONDITIONS AT THE SITE BEFORE STARTING ANY WORK AND REPORT FOR CLARIFICATION ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.

4. THE CONSULTING ENGINEERS' DRAWINGS ARE SUPPLEMENTARY TO THE ARCHITECTURAL DRAWINGS. SHOULD THERE BE A DISCREPANCY BETWEEN THE ARCHITECTURAL DRAWINGS AND THE CONSULTING ENGINEERS' DRAWINGS, SUCH DISCREPANCY IS TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO INSTALLATION OF SAID WORK. ANY WORK INSTALLED IN CONFLICT WITH THE DRAWINGS SHALL BE CORRECTED BY THE CONTRACTOR AT CONTRACTORS EXPENSE.

5. NOTWITHSTANDING ANY OMISSIONS, IT SHALL BE THE SOLE DUTY AND RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL CONSTRUCTION DETAILS AND FABRICATE AND INSTALL SAID DESIGN IN ACCORDANCE WITH ACCEPTED BEST PRACTICES AND PROCEDURES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION AND COORDINATION WITH OTHER TRADES AND THEIR WORK FOR COMPLIANCE WITH THE DRAWINGS AND SPECIFICATIONS.

7. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE ALL WORK WITH THE SUBCONTRACTORS. IF A PORTION OF WORK FOR A SPECIFIC TRADE APPEARS IN A SECTION OF THESE DOCUMENTS OTHER THAN THAT WHICH IS SPECIFIC TO THAT TRADE, IT IS THE GENERAL CONTRACTORS RESPONSIBILITY TO NOTIFY THE SAID TRADE OF SUCH WORK.

8. CONTRACTOR TO COORDINATE WITH N.I.C. EQUIPMENT CONTRACTOR(S) BEFORE STARTING WORK ADJACENT TO N.I.C. EQUIPMENT SHOWN ON DRAWINGS. VERIFY THAT ALL ITEMS (SUCH AS BELOW FLOOR PIPING AND ELECTRICAL CONDUITS, INSERTS, PIT AND PLATFORM, SIZES AND LOCATIONS, ETC.) HAVE BEEN PROVIDED AND INSTALLED AS REQUIRED FOR OPERATION OF THIS EQUIPMENT. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE STARTING WORK.

9. VERIFY LOCATION AND SIZE OF OPENINGS, BLOCKING, INSERTS, AND EMBEDDED ITEMS ON APPLICABLE SHOP DRAWINGS BEFORE STARTING WORK.

10. CONTRACTOR SHALL COORDINATE WITH ALL EQUIPMENT MANUFACTURERS FOR EQUIPMENT ROUGH-IN REQUIREMENTS.

11. CONTRACTOR SHALL VERIFY SIZES AND LOCATIONS OF ALL OPENINGS FOR MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT WITH RESPECTIVE SUBCONTRACTORS.

12. THE GENERAL CONTRACTOR SHALL COORDINATE CUTOUTS FOR CASEWORK, MILLWORK, OR OTHER EQUIPMENT AS REQUIRED.

13. ALL ASPECTS OF THE WORK AND ITEMS NOT SPECIFICALLY MENTIONED, BUT WHICH ARE NECESSARY TO MAKE A COMPLETE WORKING INSTALLATION, SHALL BE INCLUDED, AND INDICATED IN THE CONTRACTORS BID.

14. THE USE OF THE WORD "PROVIDE" IN CONNECTION WITH ANY ITEM SPECIFIED, IS INTENDED TO MEAN THAT SUCH SHALL BE FURNISHED, INSTALLED COMPLETE, CONNECTED AND TESTED FOR PROPER OPERATION WHERE SO REQUIRED.

15. PROVIDE ALL PERTINENT SHOP DRAWINGS FOR APPROVAL IN ADVANCE OF FABRICATION AND INSTALLATION ALLOWING SUFFICIENT TIME FOR REVIEW AND CORRECTIVE ACTIONS SHOULD IT BE REQUIRED. SUBMIT CUT SHEETS OF ALL FIXTURES, EQUIPMENT AND SAMPLES OF ALL FINISHES SPECIFIED FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION.

16. PRIOR TO SUBMITTAL OF BID, NOTIFY ARCHITECT IN WRITING, IF ANY SPECIFIED MATERIALS OR EQUIPMENT ARE EITHER UNAVAILABLE OR WILL CAUSE A DELAY IN THE CONSTRUCTION COMPLETION SCHEDULE.

17. ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF INFORMATION CONTAINED IN OWNER SUPPLIED DOCUMENTS.

18. DO NOT SCALE DRAWINGS. IN CASE OF DISCREPANCIES, OBTAIN CLARIFICATION FROM THE ARCHITECT.

19. LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS, CONTRACTOR TO NOTIFY ARCHITECT OF DISCREPANCIES.

20. DETAILS ARE NOT INTENDED TO SHOW METHOD AND MANNER OF ACCOMPLISHING WORK.

21. WHEN +/- SIGN OR V.I.F. ABBREVIATION IS ADJACENT TO A GIVEN DIMENSION, IT INDICATES THAT THE ACTUAL DIMENSION MIGHT VARY DUE TO EXISTING CONDITIONS. VERIFY DIMENSIONS BEFORE PROCEEDING WITH THE WORK; DISCREPANCIES BETWEEN THE NOTED DIMENSIONS AND ACTUAL DIMENSIONS ARE TO BE BROUGHT TO THE ARCHITECT'S ATTENTION FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK.

HAZARDOUS MATERIAL NOTES:

22. THE ARCHITECT ASSUMES NO RESPONSIBILITY RELATING TO ANY HAZARDOUS OR TOXIC MATERIALS, INCLUDING ASBESTOS, AND ASSUMES NO RESPONSIBILITY FOR VERIFYING ITS EXISTENCE OR REMOVAL. THE OWNER/TENANT SHALL TAKE ACTION FOR DIRECTLY CONTRACTING WITH A CONSULTANT OR SPECIALIST FOR SUCH, LICENSED BY THE STATE OF CALIFORNIA, SHOULD THOSE SERVICES BE REQUIRED ON THE PROJECT.

23. NO PRODUCTS CONTAINING ASBESTOS OR LEAD IN ANY FORM SHALL BE USED ON ANY PART OF THE WORK.

CONSTRUCTION NOTES:

24. MAKE NECESSARY PROVISIONS TO PROTECT EXISTING CONSTRUCTION AND BUILDING IMPROVEMENTS, CONCRETE SIDEWALKS CURBS, ETC., AND UPON COMPLETION OF WORK REPAIR ANY DAMAGE THAT MAY OCCUR DURING CONSTRUCTION. MAKE NECESSARY PROVISIONS TO INCLUDE TEMPORARY DUST TIGHT PARTITIONS TO PREVENT SPREAD OF DUST AND DIRT TO INHABITED AREAS OF THE EXISTING BUILDINGS AND PROTECT EXISTING FACILITIES ON AND ADJACENT TO THE SITE. VERIFY EQUIPMENT LOCATIONS AND REQUIREMENTS WITH CONSULTANT'S DRAWINGS AND COORDINATE WITH CONTRACT DOCUMENTS. REMOVE AND LEGALLY DISPOSE OF DEBRIS, RUBBISH, ETC., LEAVING AREA CLEAR AND BROOM CLEAN READY FOR WORK. ROUTE FOR RUBBISH DISPOSAL SHALL BE APPROVED BY OWNER.

25. NEITHER THE OWNER NOR THE ARCHITECT SHALL ENFORCE SAFETY MEASURES OR REGULATIONS. CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES DURING SHORING AND BRACING, AND SHALL SOLELY BE RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH REGULATIONS, STANDARDS AND LAWS.

26. THE GENERAL CONTRACTOR AND SUBCONTRACTORS PERFORMING WORK ON THE PREMISES SHALL BE RESPONSIBLE FOR MAINTAINING AND SUPERVISING THEIR SAFETY PROGRAM, INCLUDING, BUT NOT LIMITED TO THE ISOLATION OF WORK AREAS AND THE PROMPT REMOVAL OF DEBRIS OR TOOLS WHICH MIGHT ENDANGER VISITORS, PATIENTS OR EMPLOYEES OF THE FACILITY. ALL ROADS AND WALKWAYS SHALL REMAIN UNOBSTRUCTED. WHEN NECESSARY, ALTERNATE ROUTES OF TRAFFIC CONTROL MUST BE MAINTAINED, SHOULD UNSAFE CONDITIONS OCCUR.

27. CONTRACTOR SHALL PROVIDE BARRICADES AROUND ALL NEW AND EXISTING OPENINGS WHERE REQUIRED OR NECESSARY FOR SAFETY.

28. CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY BARRICADES, CLOSURE WALLS, ETC., AS REQUIRED TO PROTECT THE PUBLIC DURING THE PERIOD OF CONSTRUCTION. CONSTRUCTION BARRICADE WALLS TO BE EQUAL TO RATING OF THE WALL REPLACED.

29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUOUS CLEAN UP OF THE SITE OF ALL DEBRIS WHETHER CREATED BY HIS WORK OR THE FAILURE OF HIS SUB-CONTRACTORS TO CLEAN UP AFTER THEIR WORK.

30. THE CONTRACTOR SHALL MAINTAIN EQUIPMENT, MATERIALS AND WORK IN A NEAT, CLEAN, ORDERLY AND SAFE CONDITION AT ALL TIMES

31. CONTRACTOR SHALL KEEP SITE AND BUILDING CLEAN, HAZARD FREE AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH, ETC. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE

32. CONTRACTOR SHALL LEAVE WORK / PROJECT AREA IN A SECURE CONDITION DURING PERIOD OF THIS WORK WHEN WORKERS ARE NOT ON THE PROJECT SITE.

33. CONTRACTOR TO SCHEDULE CONSTRUCTION ACTIVITIES TO HAVE THE LEAST IMPACT ON EXISTING BUILDING FUNCTIONS. THIS INCLUDES RESTRICTING TYPICAL DEMOLITION AND CONSTRUCTION ACTIVITIES TO THE HOURS DESIGNATED BY THE OWNER. CERTAIN ACTIVITIES SUCH AS THE USE OF JACKHAMMERS ON EXISTING BUILDINGS WILL NEED TO BE SCHEDULED AT SPECIAL TIMES. CONTACT THE OWNER FOR SCHEDULING OF ALL ACTIVITIES.

34. THE GENERAL CONTRACTOR SHALL MAKE SPECIAL PROVISIONS FOR NOISE AND DUST CONTROL SO AS NOT DISRUPT EXISTING ADJACENT OCCUPIED AREA.

35. THE CONTRACTOR SHALL COOPERATE WITH OWNER AS REQUIRED TO MINIMIZE INTERFERENCE WITH AND DISRUPTION OF OWNER ACTIVITIES.

36. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER REGARDING SITE ACCESS, STAGING AREAS, USE OF SITE, USE OF UTILITY SERVICES AND FACILITIES.

37. CONTRACTOR SHALL MAINTAIN FIRE LANES, PEDESTRIAN AND VEHICULAR ACCESS, FIRE PROTECTIVE DEVICES AND ALARMS DURING CONSTRUCTION.

38. DO NOT STORE MATERIALS ON ANY FLOOR OR ROOF IN EXCESS OF ALLOWABLE LOAD.

39. ALL EXITS MUST BE CONTINUOUS AND TERMINATE IN A PUBLIC WAY OR EXIT COURT LEADING TO A PUBLIC WAY OR AN APPROVED AREA OF REFUGE.

40. WHENEVER THE BUILDING IS OCCUPIED, EXIT SIGNS SHALL BE ILLUMINATED SO THAT THEY ARE CLEARLY VISIBLE.

41. PROVIDE PORTABLE FIRE EXTINGUISHERS AT EACH FIRE EXTINGUISHER CABINET AS SHOWN ON DRAWINGS. ADDITIONAL FIRE EXTINGUISHERS AS REQUIRED BY FIRE DEPARTMENT OR STATE FIRE MARSHALL FIELD INSPECTORS ARE N.I.C.

42. GENERAL CONTRACTOR IS TO MAKE EXACT DETERMINATIONS AS TO THE LOCATION OF ALL EXISTING UTILITIES. DO NOT BEGIN WORK UNTIL THIS DETERMINATION HAS BEEN MADE. CONTRACTOR IS FULLY RESPONSIBLE FOR DAMAGE CAUSE BY FAILURE TO LOCATE AND PROTECT UTILITIES.

43. PROVIDE RE-ROUTING OF EXISTING UTILITIES SERVING OCCUPIED AREAS AS REQUIRED TO MAINTAIN OPERATIONS.

44. SUPPLY TEMPORARY ELECTRICAL POWER TO THE JOB SITE FOR USE BY ALL CONSTRUCTION TRADES PRIOR TO CONNECTION OF THE SPECIFIED ELECTRICAL WORK.

45. NOTIFY OWNER AT LEAST SEVENTY-TWO HOURS PRIOR TO DISRUPTION OF UTILITIES.

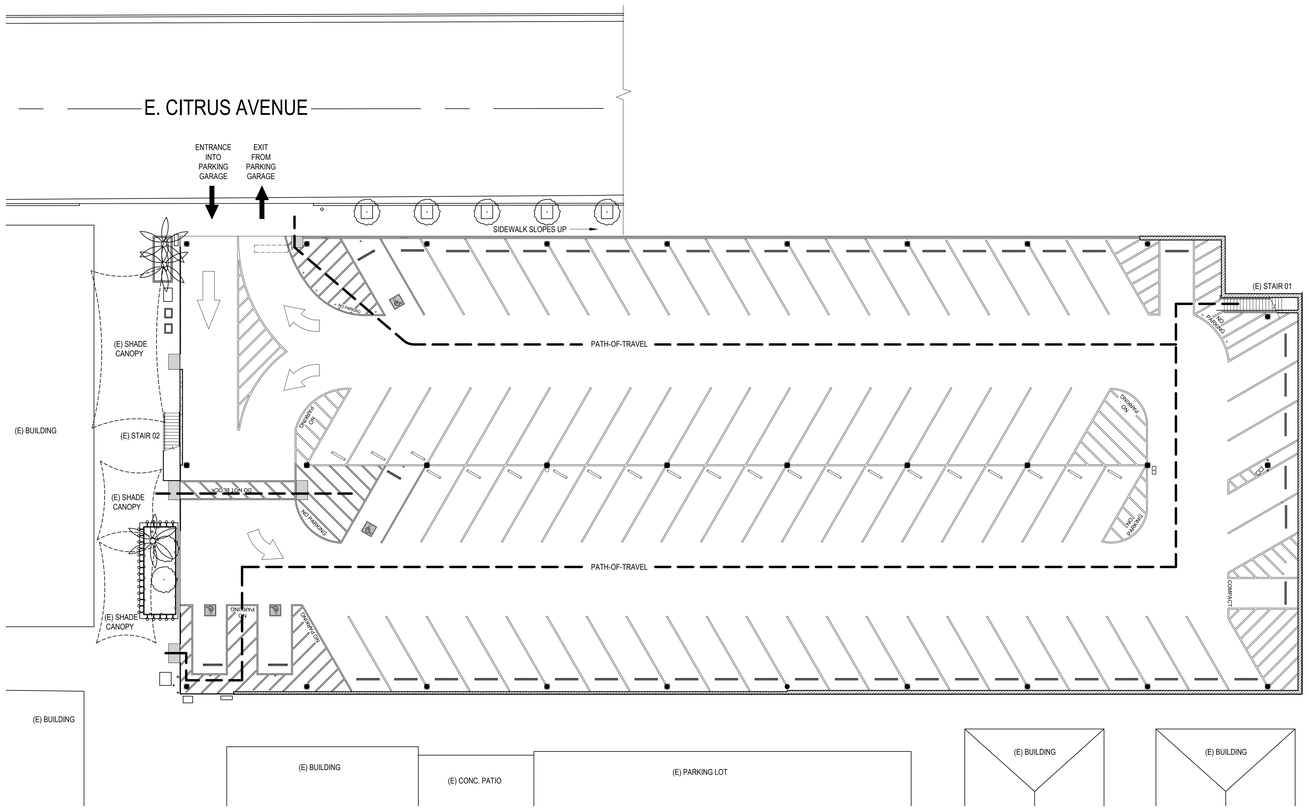
46. PATCH SURFACES WHERE AFFECTED BY INSTALLATION OF NEW MECHANICAL, ELECTRICAL AND STRUCTURAL ITEMS. MATCH EXISTING ADJACENT SURFACES AND FINISHES EXCEPT WHERE OTHERWISE NOTED OR INDICATED.

47. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING AS REQUIRED TO COMPLETE THE WORK OR TO MAKE ITS PARTS FIT TOGETHER PROPERLY. PATCHING OF FINISHED WORK ALREADY INSTALLED AS A RESULT BY ERRORS, CHANGES OR OTHER REASONS IS ALSO THE CONTRACTOR'S RESPONSIBILITY. THE REFINISHED SURFACES SHALL MATCH THE ADJACENT SURFACES FOR COLOR, TEXTURE AND MATERIAL.

48. WHEN INSTALLING DRILLED-IN ANCHORS AND/OR POWER-DRIVEN PINS IN EXISTING NON-PRESTRESSED REINFORCED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. WHEN INSTALLING THEM INTO EXISTING PRESTRESSED CONCRETE (PRE OR POST-TENSIONED) LOCATE THE PRESTRESSED TENDON BY USING A NON-DESTRUCTIVE METHOD PRIOR TO INSTALLATION. EXERCISE EXTREME CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE TENDONS DURING INSTALLATION. MAINTAIN A MINIMUM CLEARANCE OF ONE INCH BETWEEN THE REINFORCEMENT AND THE DRILLED-IN ANCHOR AND/OR PIN.

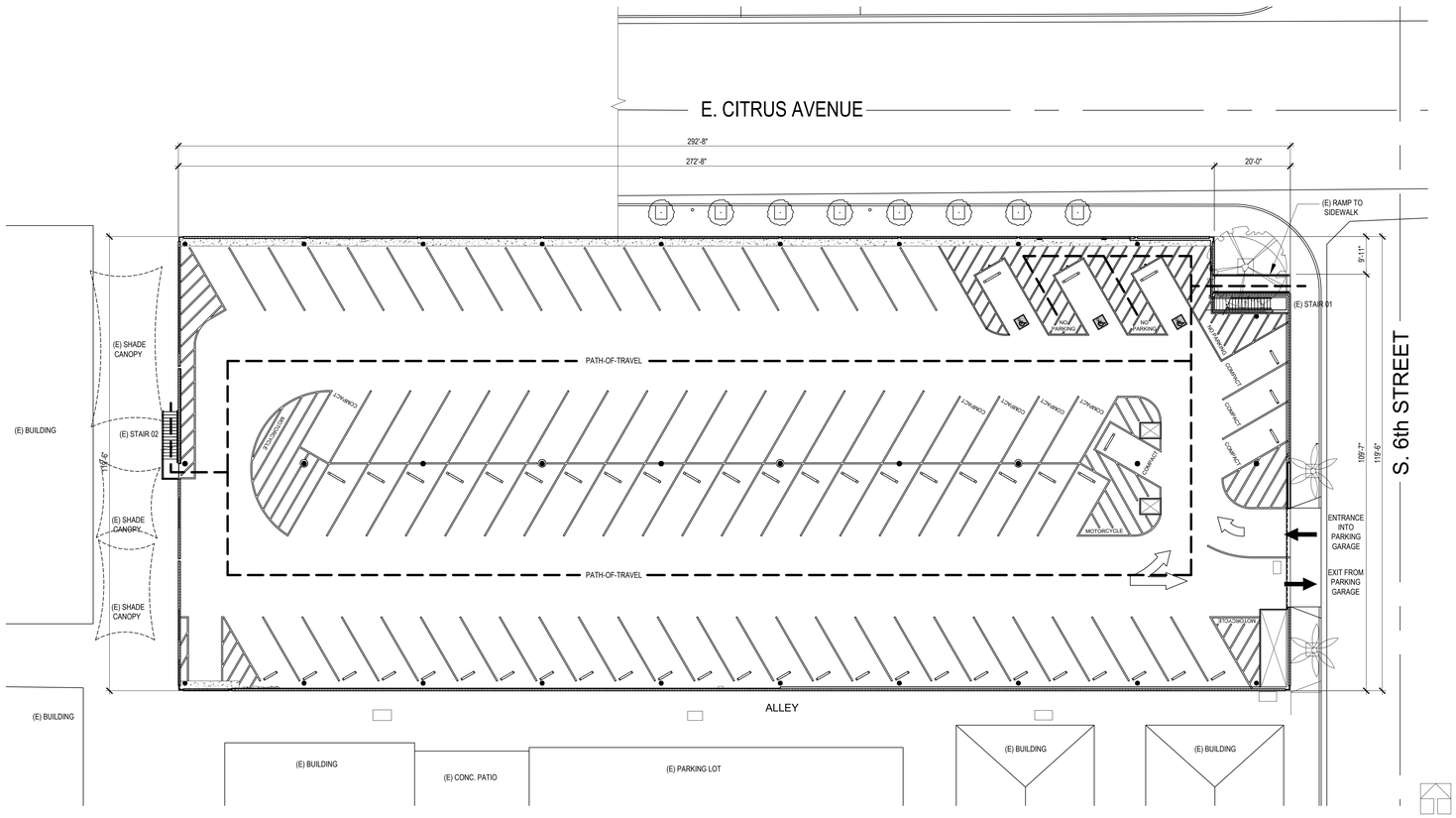
49. PATCH AND REPAIR EXISTING FIRE-RATED ASSEMBLIES DAMAGED DURING DEMOLITION TO MAINTAIN RATED ASSEMBLY.

50. ALL PENETRATIONS THROUGH FIRE RATED WALLS AND SHAFTS SHALL BE EQUIPPED



1 CODE COMPLIANCE PLAN - LEVEL 1

G0.02 / SCALE: 1/16" = 1'-0"



2 CODE COMPLIANCE - LEVEL 2

G0.02 / SCALE: 1/16" = 1'-0"

CODE ANALYSIS

ACCESSORS PARCEL NUMBERS: 017127202, 017127203, 017127204, 017127205, 017127206, 017127207

OCCUPANCY GROUP: S-2

EXISTING BUILDING SQUARE FOOTAGE:

FIRST LEVEL:	34,734
SECOND LEVEL:	34,734
TOTAL:	69,468

FIRE-RESISTANCE RATING FOR EXISTING BUILDING:

CONSTRUCTION TYPE:	IIB NON-COMBUSTIBLE
PRIMARY STRUCTURE:	NON-RATED (O)
BEARING WALLS EXT:	NON-RATED (O)
BEARING WALLS INT:	N/A
FLOOR/ROOF CONSTRUCTION:	NON-RATED (O)

NEW PARKING TABULATION

FIRST FLOOR PARKING:
84 STANDARD STALLS
4 ADA PARKING STALL (NO VAN ACCESSIBLE STALLS ON FIRST FLOOR BECAUSE THE PARKING GARAGE DOES NOT HAVE THE OVERHEAD CLEARANCE TO ACCOMMODATE A VAN - SEE PHOTO TO THE LEFT)

SECOND FLOOR PARKING:
89 STANDARD STALLS
3 ADA PARKING STALLS WITH 2 BEING VAN ACCESSIBLE

TABLE *11B*-208.2 PARKING SPACES

TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY	MINIMUM NUMBER OF REQUIRED ACCESSIBLE PARKING SPACES
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 1000

TOTAL STANDARD STALLS PROVIDED= 84+89 = 173
TOTAL ADA STALLS PROVIDED = 4+3 = 7
VAN ACCESSIBLE = 2

TABLE 11B-208.02 REQUIRES 6 ADA PARKING STALLS THEREFOR = 7>6 = OKAY

CONSULTANT:

CODE ANALYSIS

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

SEALS:

sgh ARCHITECTS

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REVISION: DATE: DESCRIPTION:
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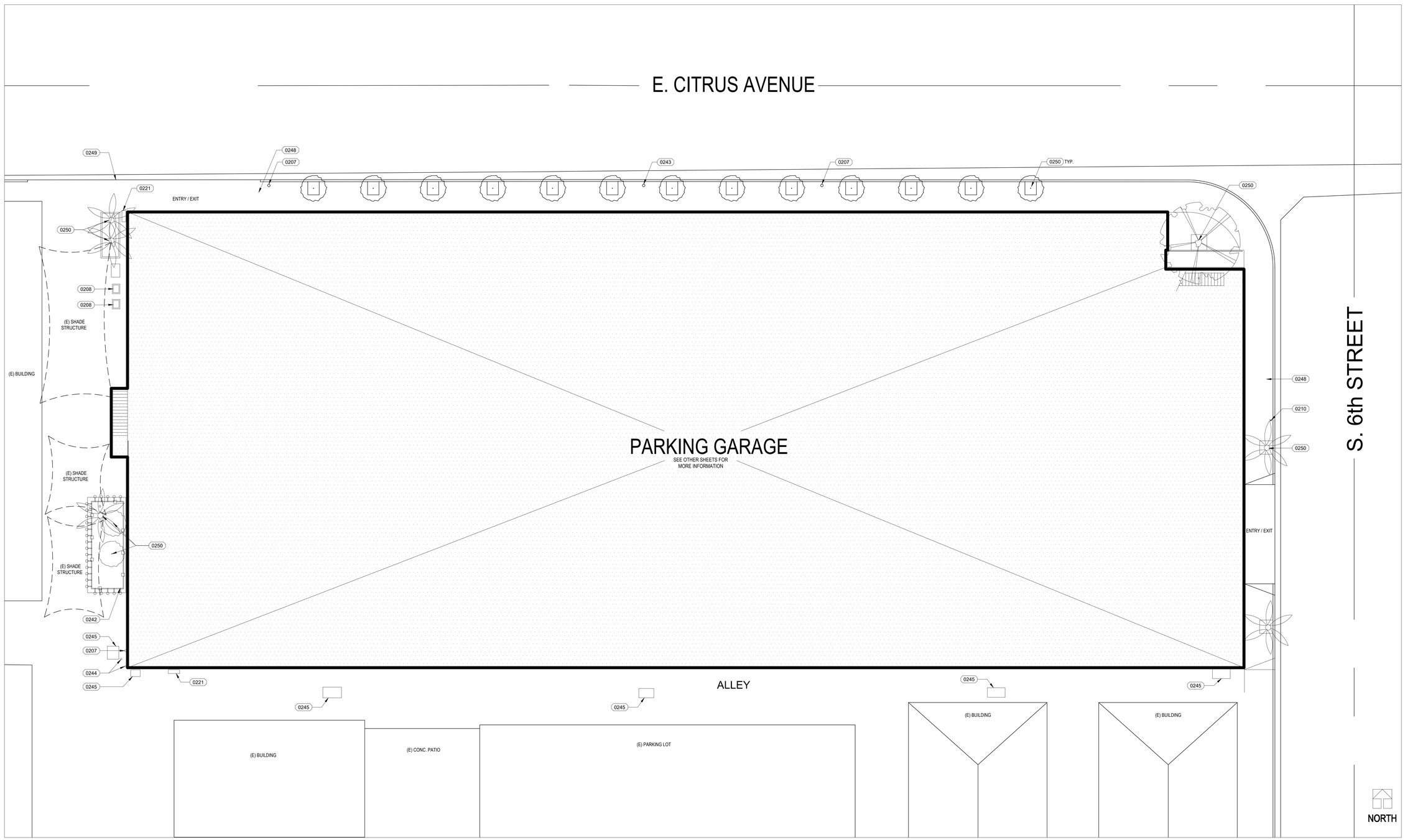
G0.02

GENERAL NOTES

0205 EXISTING SIGN TO REMAIN; SALVAGE AND REUSE
0207 EXISTING LIGHT FIXTURES TO REMAIN
0208 EXISTING ELECTRICAL PANELS TO REMAIN
0221 EXISTING DRAIN GRATE TO BE REMOVED, CLEANOUT THE STORM DRAIN LINE BACK TO THE CITY MAIN AND REINSTALL GRATE
0242 EXISTING FENCE TO REMAIN, PROTECT IN PLACE
0243 EXISTING FLAG POLE TO REMAIN
0244 EXISTING BOLLARDS TO REMAIN
0245 EXISTING UNDERGROUND UTILITY VAULT TO REMAIN
0248 EXISTING CONCRETE SIDEWALK
0249 EXISTING ROLLED CONCRETE CURB
0250 EXISTING TREE TO REMAIN



1 SITE PLAN
A1.10 SCALE: 1" = 10'-0"

CONSULTANT:

SITE PLAN

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENEUE & S. 6th STREET, REDLANDS CA 92373

SEALS:

LICENSED ARCHITECT
MICHAEL J. STEPHENS
NO. 26450
STATE OF CALIFORNIA

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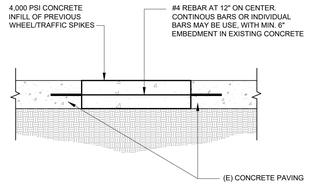
PROJECT NUMBER: 23-26102.00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25
REVISION: DATE: DESCRIPTION:
01.08.25 CONSTRUCTION DOCS

A1.10



2 CONCRETE INFILL
A2.01 SCALE: 1" = 1'-0"

GENERAL NOTES

1. PRESSURE WASH ENTIRE LOWER LEVEL GARAGE WITH 3,000 PSI MACHINE. THIS WILL INCLUDE ALL FLOORS, STAIRS, WALLS, CEILINGS, COLUMNS, SIGNS, WHEEL STOPS, CONDUITS AND ALL OTHER ITEMS . REMOVE ALL GRAFFITI, GUM, STICKERS/DECALS, GRIME, GREASE, OIL, DEBRIS, DIRT, EFFLORESCENCE, LIME SCALE, LOOSE MATERIAL AND ALL OTHER ITEMS NOT INHERIT TO THE MATERIAL TO WHICH IT IS ATTACHED.
2. PROTECT SENSITIVE ITEMS NOTED TO REMAIN (ELECT. , ETC.)

KEYNOTES

0201	EXISTING PAINTED LINES, PAINTED OBJECTS, PAINTED SYMBOLS, AND OR PAINTED TEXT TO BE REMOVED COMPLETELY	XXXX
0203	EXISTING WHEEL STOPS SALVAGED FOR REUSE	
0204	EXISTING SIGN TO BE REMOVED	
0205	EXISTING SIGN TO REMAIN; SALVAGE AND REUSE	
0206	EXISTING ELECTRICAL ITEMS TO REMAIN	
0208	EXISTING ELECTRICAL PANELS TO REMAIN	
0209	EXISTING PLYWOOD PANEL OR 2x STUD TO BE REMOVED	
0210	EXISTING WHEEL/TRAFFIC SPIKES AND CONCRETE TO BE REMOVED AND INFILLED WITH CONCRETE. SEE DET. 2/A2.01	
0211	EXISTING TRUNCATED DOMES TO BE REMOVED	
0212	EXISTING WATER LINE TO REMAIN	
0214	EXISTING CONCRETE COLUMNS TO REMAIN	
0216	EXISTING CRACKED/SPALLING SECTIONS OF CONCRETE TO BE REMOVED AND REPAIRED TYPICAL THROUGHOUT PROJECT	
0217	EXISTING GUARDRAIL AND HANDRAIL TO BE REPAINTED TYP.	
0221	EXISTING DRAIN GRATE TO BE REMOVED, CLEANOUT THE STORM DRAIN LINE BACK TO THE CITY MAIN AND REINSTALL GRATE	
0223	EXISTING CONCRETE CURB TO REMAIN	
0225	EXISTING CONCRETE STAIRS TO REMAIN	
0226	EXISTING SCORE JOINTS TO REMAIN - NO SCOPE REQUIRED ON GROUND FLOOR	
0228	EXISTING HAND AND GUARD RAIL TO BE STRIPPED, SANDED, PRIMED, AND PAINTED	
0229	EXISTING WHEEL STOP TO BE DEMOLISHED	
0237	EXISTING WHEEL STOPS TO REMAIN AS IS. PRESSURE WASH ALL TYPICAL	
0238	EXISTING METAL JACKS TO REMAIN	
0239	EXISTING STEEL COLUMNS TO REMAIN, PRIME AND PAINT	
0240	EXISTING FENCE TO REMAIN - SAND, PREP, PRIME, AND REPAINT	
0402	REPAIR CORNER OF MASONRY WALL WITH MORTAR, CLEAN RUST FROM REBAR PRIOR TO PACKING MORTAR IN CAVITY	

PHOTO 101



PHOTO 102



PHOTO 103



PHOTO 104



PHOTO 107



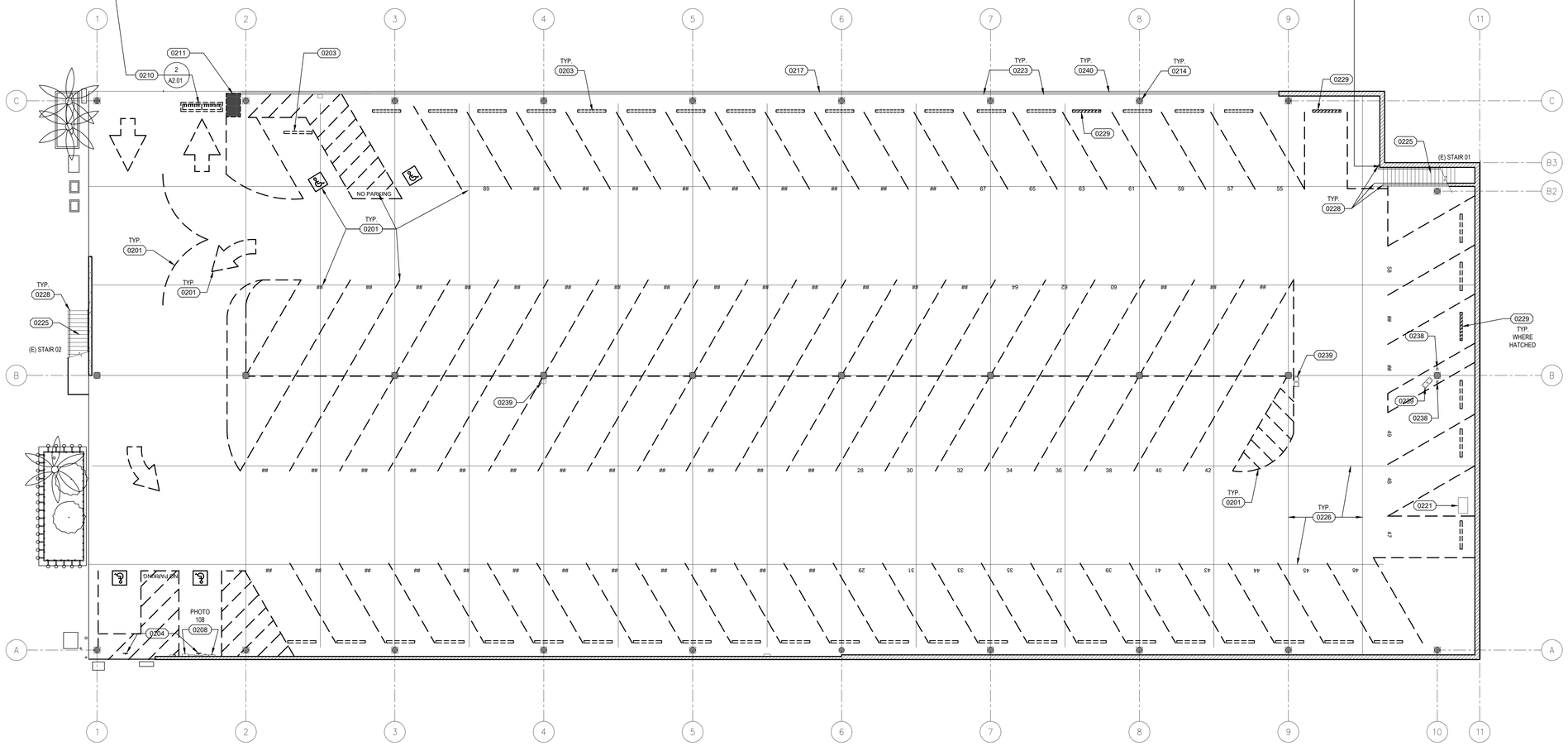


PHOTO 108



NORTH

1 DEMO PLAN - LEVEL 1
A2.01 SCALE: 3/32" = 1'-0"

CONSULTANT:

DEMO PLAN - LEVEL 1

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

SEALS:

LICENSED ARCHITECT
MICHAEL J. STAFFORD
No. C26450
REN 8-31-25
STATE OF CALIFORNIA

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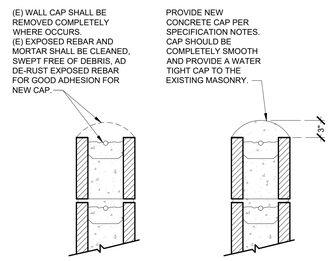
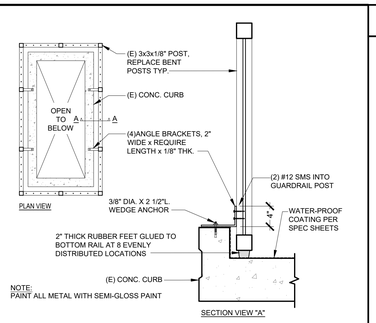
PROJECT NUMBER: 23-25102.00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25
REVISION DATE: DESCRIPTION:
1 01.08.25 CONSTRUCTION DOCS

A2.01



3 CONC. WALL CAP REPLACEMENT
A2.02 / SCALE: 1 1/2" = 1'-0"



2 GUARDRAIL REPAIR DETAIL
A2.02 / SCALE: VARIES

GENERAL NOTES

KEYNOTES

0201 EXISTING PAINTED LINES, PAINTED OBJECTS, PAINTED SYMBOLS, AND OR PAINTED TEXT TO BE REMOVED COMPLETELY
0203 EXISTING WHEEL STOPS SALVAGED FOR REUSE
0204 EXISTING SIGN TO BE REMOVED
0205 EXISTING SIGN TO REMAIN; SALVAGE AND REUSE
0206 EXISTING ELECTRICAL ITEMS TO REMAIN
0215 EXISTING 2" WARNING STRIP TO BE REMOVED AND REPAINTED YELLOW WITH NEW PAINT WITH GRIT/GRIP ADDITIVE
0216 EXISTING CRACKED/SPALLING SECTIONS OF CONCRETE TO BE REMOVE AND REPAIRED TYPICAL THROUGHOUT PROJECT
0217 EXISTING GUARDRAIL AND HANDRAIL TO BE REPAINTED TYP.
0218 EXISTING SIGN POST AND SIGN TO BE REMOVED. REMOVE BOLTS, PATCH HOLES
0219 EXISTING CONCRETE CAP TO BE REMOVED AND PREP SURFACE FOR NEW WALL CAP (SOME CAPS MISSING ALREADY) - SEE DET. 3/A2.02
0222 EXISTING CONCRETE RAMP TO REMAIN
0223 EXISTING CONCRETE CURB TO REMAIN
0224 EXISTING LIGHT POLE AND CONCRETE BASE TO REMAIN. REMOVE MASTIC FROM BASE. PREP FOR NEW SEALANT AFTER DECK GETS SEALED
0225 EXISTING CONCRETE STAIRS TO REMAIN
0227 GRIND DOWN EXISTING CONCRETE LIP TO A SMOOTH FLUSH TRANSITION. FINISHED LIP SHALL NOT EXCEED 1/4" VERTICAL.
0228 EXISTING HAND AND GUARD RAIL TO BE STRIPPED, SANDED, PRIMED, AND PAINTED TO MATCH EXISTING GREEN
0229 EXISTING WHEEL STOP TO BE DEMOLISHED
0230 DEMO 18" LONG SEGMENT OF CURB TO ALLOW WATER TO FLOW OVER EDGE - SEE DET. 2/A2.11
0231 DEMO DAMAGED CONCRETE CURB AND REPAIR PER 2/A2.11
0232 EXISTING CONCRETE SCORE JOINTS TO REMAIN, CLEAN AND PREP FOR NEW SEALANT
0233 EXISTING CONDUITS WILL NEED TO BE REMOVED OR LIFTED FROM CURRENT POSITION IN ORDER TO TREAT THE ROOF DECK. THIS OCCURS AROUND THE ENTIRE UPPER DECK
0234 EXISTING DECK HAS A GAP FROM WALL, PROVIDE BACKER ROD PRIOR TO SEALING DECK TYPICAL
0235 EXISTING PIPES, CONDUITS, AND FASTENERS PENETRATING THE ROOF DECK, SHALL BE CLEANED AND CAULKED. SEQUENCE WITH WATER PROOFING OF ROOF DECK
0236 EXISTING ELECTRICAL BOXES SHALL BE REMOVE FROM THE WALL TO ALLOW FOR THE INSTALLATION OF WATER PROOFING. REINSTALL BOXES ONCE COMPLETED.
0240 EXISTING FENCE TO REMAIN - SAND, PREP, PRIME, AND REPAINT WITH SEMI-GLOSS PAINT TO MATCH EXISTING GREEN
0241 EXISTING POST TO REMAIN - SAND, PREP, PRIME, AND REPAINT WITH SEMI-GLOSS PAINT TO MATCH EXISTING GREEN
0246 DEMO EXISTING HEADACHE BAR POSTS AND ASSOCIATED STRAPPING AND ANCHORS, PATCH AND REPAIR WHERE REQUIRED
0247 DEMO EXISTING 6" CMU WALL BACK TO NEAREST CONTROL JOINT
0400 ROUTE OUT CRACKED MORTAR AND REPLACE FOR BOTH SIDES OF THE MASONRY WALL
0401 GROUT BACK MASONRY WALL, TEXTURE TO MATCH EXISTING
0402 REPAIR CORNER OF MASONRY WALL WITH MORTAR, CLEAN RUST FROM REBAR PRIOR TO PACKING MORTAR IN CAVITY
0403 REMOVE WEAK/LOOSE MORTAR, PREP AND PATCH BACK WITH EPOXY MORTAR
0500 EXISTING METAL RAIL TO BE REPAIRED, WELD IN NEW PICKETS AND NEW POSTS, REMOVE BENT PICKETS AND REPLACE, SAND, PRIME, AND PAINT TYP. SEE DETAIL 2/2.02 FOR ADDITIONAL INFORMATION
0703 PREP EXISTING SURFACE TO APPLY WATER PROOFING MATERIAL TO STAIRS, TOP SURFACE ONLY, APPLY 2" WIDE CONTRASTING STRIPE AT EACH STAIRS. PROVIDE GRANULAR NON-SLIP ADDITIVE IN WATER PROOFING MATERIAL
3212 EXISTING TREE TO BE TRIMMED TO FOR REQUIRED CLEARANCE

PHOTO 201

TYP. EVERYWHERE WHERE OCCURS
0216

PHOTO 202

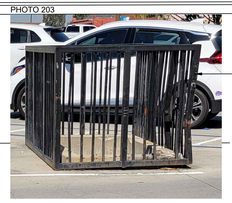

PHOTO 203

TYP.
0500
0217

PHOTO 204

0401
0400

PHOTO 205


PHOTO 206

0400
0403


TYP.
0240

PHOTO 203A

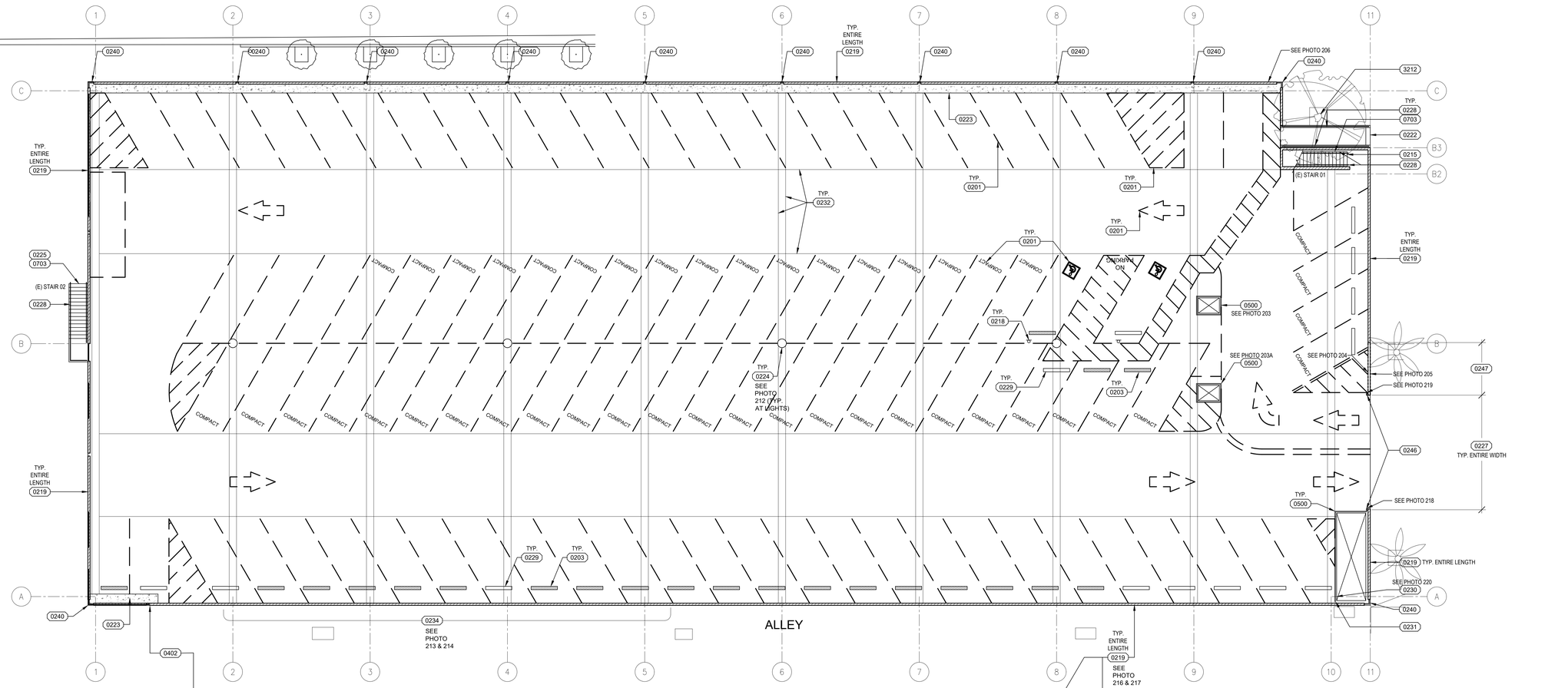


PHOTO 210


PHOTO 212

TYP. 0235
TYP. 0224

PHOTO 213

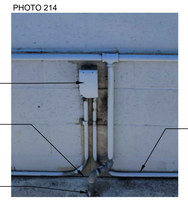

PHOTO 214

0236
0234
0233
TYP. 0235

PHOTO 216


PHOTO 217


PHOTO 218


0205
0205
0227

PHOTO 219

0204
0205
0204

PHOTO 220

0231
0230

NORTH

1 DEMO PLAN - LEVEL 2
A2.02 / SCALE: 3/32" = 1'-0"

CONSULTANT:

DEMO PLAN - LEVEL 2

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

SEALS:

LICENSED ARCHITECT MICHAEL J. STEVENS NO. C28450 REN: 8-31-25 STATE OF CALIFORNIA

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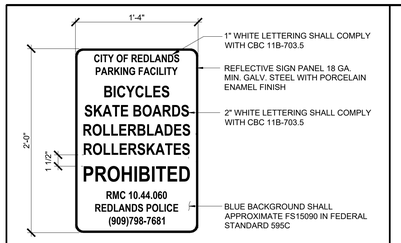
PROJECT NUMBER: 23-3012.00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25
REVISION: DATE: DESCRIPTION:
01.08.25 CONSTRUCTION DOCS

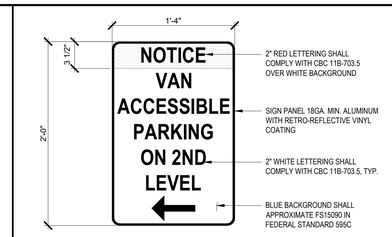
A2.02



NOTES:

1. SIGN TO BE MOUNTED 80" A.F.F. TO BOTTOM OF SIGN AT POLE MOUNTED LOCATIONS.
2. SIGN TO BE 70 SQ. IN. MIN.
3. MOUNT TO EXISTING POLE AT PREVIOUS LOCATION AND REFER TO ELEVATION FOR LEVE
4. MATCH EXISTING SIGN FOR COLOR AND SIZE TYP.
5. SEE DETAIL 07/A10.01 FOR SIGN MOUNTING.

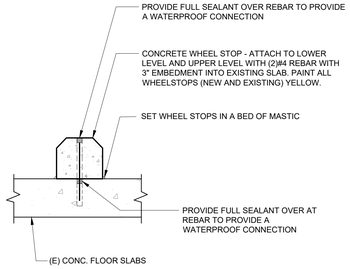
5 NO SKATING
A2.10 SCALE: 1 1/2" = 1'-0"



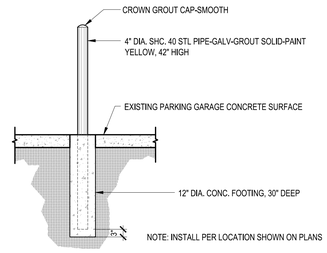
NOTES:

1. SIGN TO BE MOUNTED 80" A.F.F. TO BOTTOM OF SIGN AT POLE MOUNTED LOCATIONS.
2. SIGN TO BE 70 SQ. IN. MIN.
3. SEE DETAIL 07/A10.01 FOR SIGN MOUNTING.

4 2ND LEVEL VAN PARKING SIGNAGE
A2.10 SCALE: 1 1/2" = 1'-0"



3 CONCRETE WHEELSTOP
A2.10 SCALE: 1 1/2" = 1'-0"



2 STEEL BOLLARDS
A2.10 SCALE: 1/2" = 1'-0"

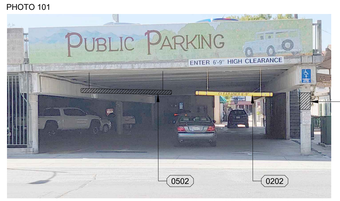
GENERAL NOTES

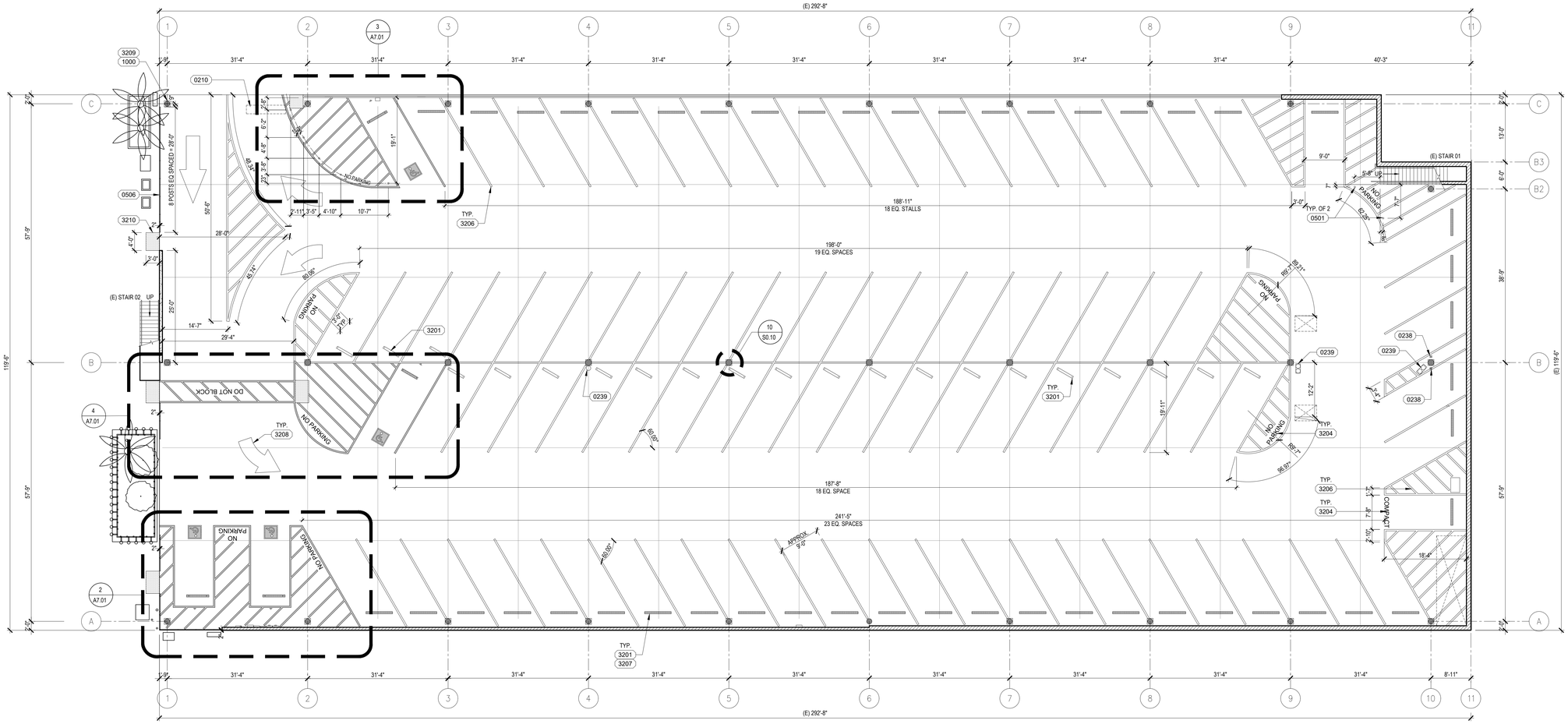
1. CONTRACTOR SHALL REINSTALL 46 SALVAGED WHEEL STOPS AND PROVIDE 24 NEW WHEEL STOPS FOR THE FIRST FLOOR.
2. REFER TO DEMO PLANS FOR NOTES THAT PERTAINS TO NEW WORK SHOWN ON FLOOR PLANS.
3. CONTRACTOR TO RENUMBER ALL STALLS AFTER REPAIRS AND RESTRIPING IS COMPLETE. PROVIDE 12" TALL ARIAL FONT WHITE LETTERS

KEYNOTES

0202 EXISTING "HEADACHE" BAR TO REMAIN, REFINISH TO MATCH
0210 EXISTING WHEEL/TRAFFIC SPIKES AND CONCRETE TO BE REMOVED AND INFILLED WITH CONCRETE. SEE DET. 2/A2.01
0238 EXISTING METAL JACKS TO REMAIN
0239 EXISTING STEEL COLUMNS TO REMAIN, PRIME AND PAINT
0501 BOLLARD PER DETAIL 2/A2.10
0502 "HEADACHE BAR" PER DET. 2/A3.01
0506 METAL RAILINGS PER DETAIL 2/A10.01
1000 SIGN - "2ND LEVEL VAN PARKING" - SEE DETAIL 4/A2.10
3201 6' LONG CONCRETE WHEEL STOP PER 3/A2.10
3204 PAINTED 12" HIGH WHITE "NO PARKING" OR "DO NOT BLOCK" OR "MOTORCYCLE" OR "COMPACT" LETTERS; STRIPING SHALL NOT CROSS LETTERS & NUMBERS, TYP.
3206 4" WIDE WHITE PAINTED LINE
3208 PAINTED WHITE ARROWS PER LAYOUT- INFILL COMPLETELY
3209 SIGN - "NO SKATING" - SEE DETAIL 5/A2.10
3210 DETECTABLE WARNING DEVICES - TRUNCATED DOMES - SEE 9/A7.01 AND SPECS

PHOTO 101





NORTH

1 FLOOR PLAN - LEVEL 1
A2.10 SCALE: 3/32" = 1'-0"

FLOOR PLAN - LEVEL 1

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

CONSULTANT:

SEALS:

LICENSED ARCHITECT MICHAEL V. STANTON NO. 26450 REN 8-31-26 STATE OF CALIFORNIA

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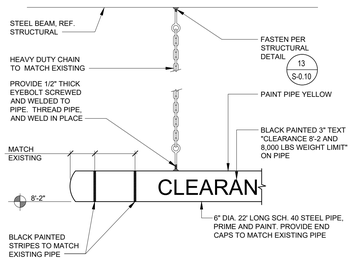
PROJECT NUMBER: 23-26102.00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25
REVISION: DATE: DESCRIPTION:
1 01.08.25 CONSTRUCTION DOCS

A2.10



3 HEADACHE BAR
A2.11 SCALE: 1" = 1'-0"

DETAIL NOTES

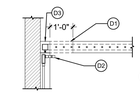
(D1) DEMO 12" SECTION OF CONC. CURB FLUSH DOWN TO PARKING DECK
(D2) REWORK EXISTING CONDUITS TO RELOCATE OUT OF OUR WAY
(D3) DEMO AND REBUILD EXISTING CONCRETE CURB AS NEEDED.

(E1) EXISTING ITEM
(E2) EXISTING CONDUIT TO REMAIN

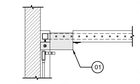
(01) NEW 16GA. SCUPPER, DRAIN PAN SET IN A BED OF MASTIC, BOLTED TO CONCRETE BEAMS WITH (3) 3/8" DIA. 2.5" EMBED. WEDGE ANCHORS AND 2" FENDER WASHERS TYP.
(02) NEW 12GA 3" DIA. DOWNSPOUT, FULLY WELDED, ATTACH TO MASONRY WALL WITH (2) 1/4" DIA. TAPCONS 4" LONG PER BRACKET.
(03) PROVIDE 12 GA. LEAF SCREEN ATTACHED TO BRACKETS WITH (4) #10 SMS.
(04) PROVIDE 1/8" THICK DOWNSPOUT BRACKETS.
(05) PROVIDE 1" THK. RUBBER SPACER BEHIND DOWNSPOUT BRACKETS TO ALLOW CONDUITS TO PASS BEHIND.
(06) LEDGE TO REST LEAF GRATE ON
(07) CAULK AROUND ALL EDGES TYPICAL

NOTES

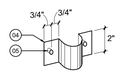
1. GALV. ALL METAL PARTS TYP.
2. USE STAINLESS STEEL WEDGE ANCHORS



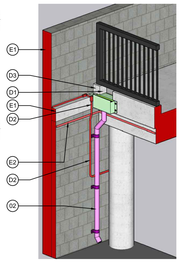
DEMO PLAN VIEW



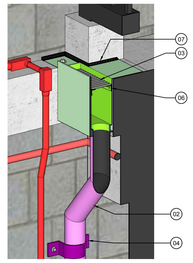
NEW PLAN VIEW



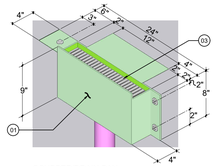
DOWN SPOUT BRACKET



AXO VIEW



AXO SECTION VIEW



SCUPPER/DRAIN PAN

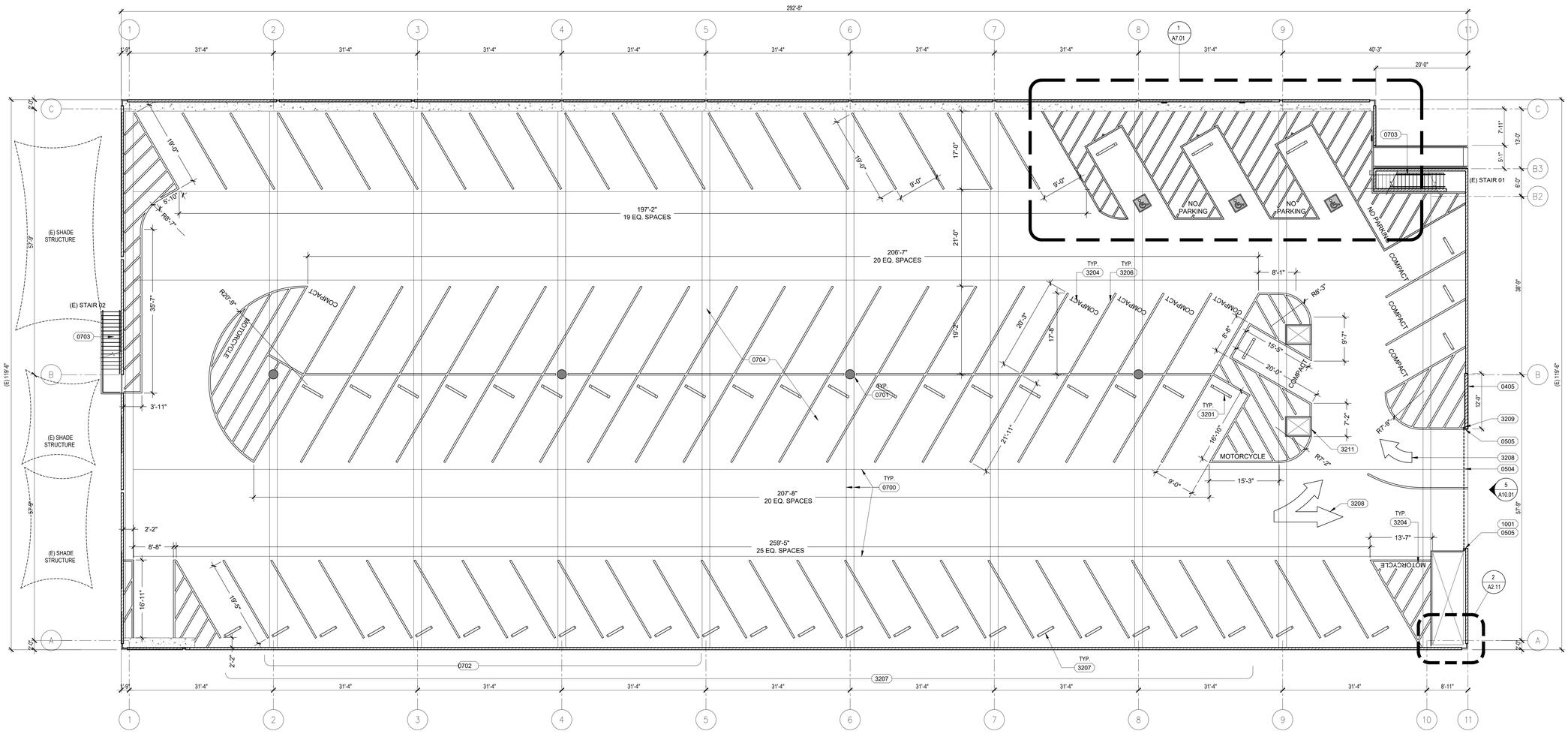
2 SCUPPER AND DOWNSPOUT
A2.11 SCALE: 3/8" = 1'-0"

GENERAL NOTES

1. CONTRACTOR SHALL REINSTALL 22 SALVAGED WHEEL STOPS AND PROVIDE 30 NEW WHEEL STOPS FOR THE SECOND FLOOR.
2. ENTIRE CONCRETE DECK SHALL RECEIVE SIKALASTIC 100VD PRIMER COAT, SIKALASTIC 710 BASE COAT, AND TWO COATS OF SIKALASTIC 715 PER SPECIFICATIONS. APPLY PRODUCT TO BOTH STAIR WELLS TOO. ALL SURFACES SHALL HAVE A SLIP RESISTIVE FINISH WITH A MINIMUM DCOF OF 0.80
3. ALL PARAPET WALLS SHALL BE CLEANED AND PREPPED FOR PAINTING. WALLS SHALL BE PAINTED WITH AN ELASTOMERIC SEMI-GLOSS PAINT ON INTERIOR SIDE ONLY FOR ALL WALLS.
4. CONTRACTOR TO RENUMBER ALL STALLS AFTER REPAIRS AND RESTRIPING IS COMPLETE. PROVIDE 12" TALL ARIAL FONT WHITE LETTERS

KEYNOTES

0405 8" CONCRETE MASONRY UNIT WALL, ALIGN OUTSIDE FACE, REF. DET 17/S-0.10
0504 "HEADACHE BAR" FULL WIDTH PER DET. 3/A2.11
0505 "HEADACHE BAR" POSTS PER DET. 13/S-0.10
0700 APPLY SEALANT TO ALL EXPANSION JOINTS
0701 APPLY SEALANT TO ALL LIGHT POLE BASES
0702 APPLY SEALANT TO LOCATIONS WHERE BACKER ROD WAS INSTALLED AND JOINTS IN WALL AND SLAB
0703 PREP EXISTING SURFACE TO APPLY WATER PROOFING MATERIAL TO STAIRS, TOP SURFACE ONLY, APPLY 2" WIDE CONTRASTING STRIPE AT EACH STAIRS. PROVIDE GRANULAR NON-SLIP ADDITIVE IN WATER PROOFING MATERIAL
0704 APPLY WATERPROOFING COAT OVER ENTIRE UPPER DECK SURFACE
1001 SIGN - "VEHICLES OVER 8,000 LBS GROSS ARE PROHIBITED"; REUSE AND REINSTALL ON NEW POST
3201 6' LONG CONCRETE WHEEL STOP PER 3/A2.10
3204 PAINTED 12" HIGH WHITE "NO PARKING" OR "DO NOT BLOCK" OR "MOTORCYCLE" OR "COMPACT" LETTERS
3206 4" WIDE WHITE PAINTED LINE
3207 REINSTALL SALVAGED WHEEL STOP PER 3/A2.10
3208 PAINTED WHITE ARROWS PER LAYOUT- INFILL COMPLETELY
3209 SIGN - "NO SKATING" - SEE DETAIL 5/A2.10
3211 SIGN - "ONE WAY" - SEE DETAIL 8/A7.01



NORTH

1 FLOOR PLAN - LEVEL 2
A2.11 SCALE: 3/32" = 1'-0"

CONSULTANT:

FLOOR PLAN - LEVEL 2

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

SEALS:

sgh ARCHITECTS

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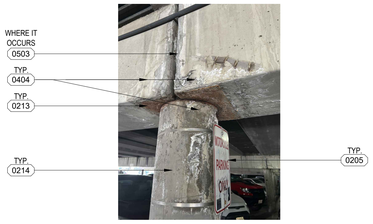
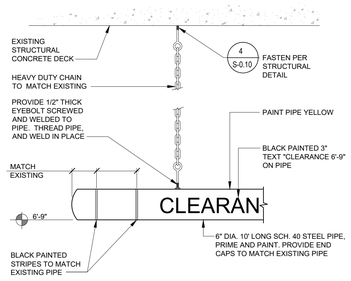
PROJECT NUMBER: 23-25102-00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25
REVISION DATE: DESCRIPTION:
1 01.08.25 CONSTRUCTION DOCS

A2.11



3 COLUMN BEAM CONNECTION, TYP.
A3.01 SCALE: NONE



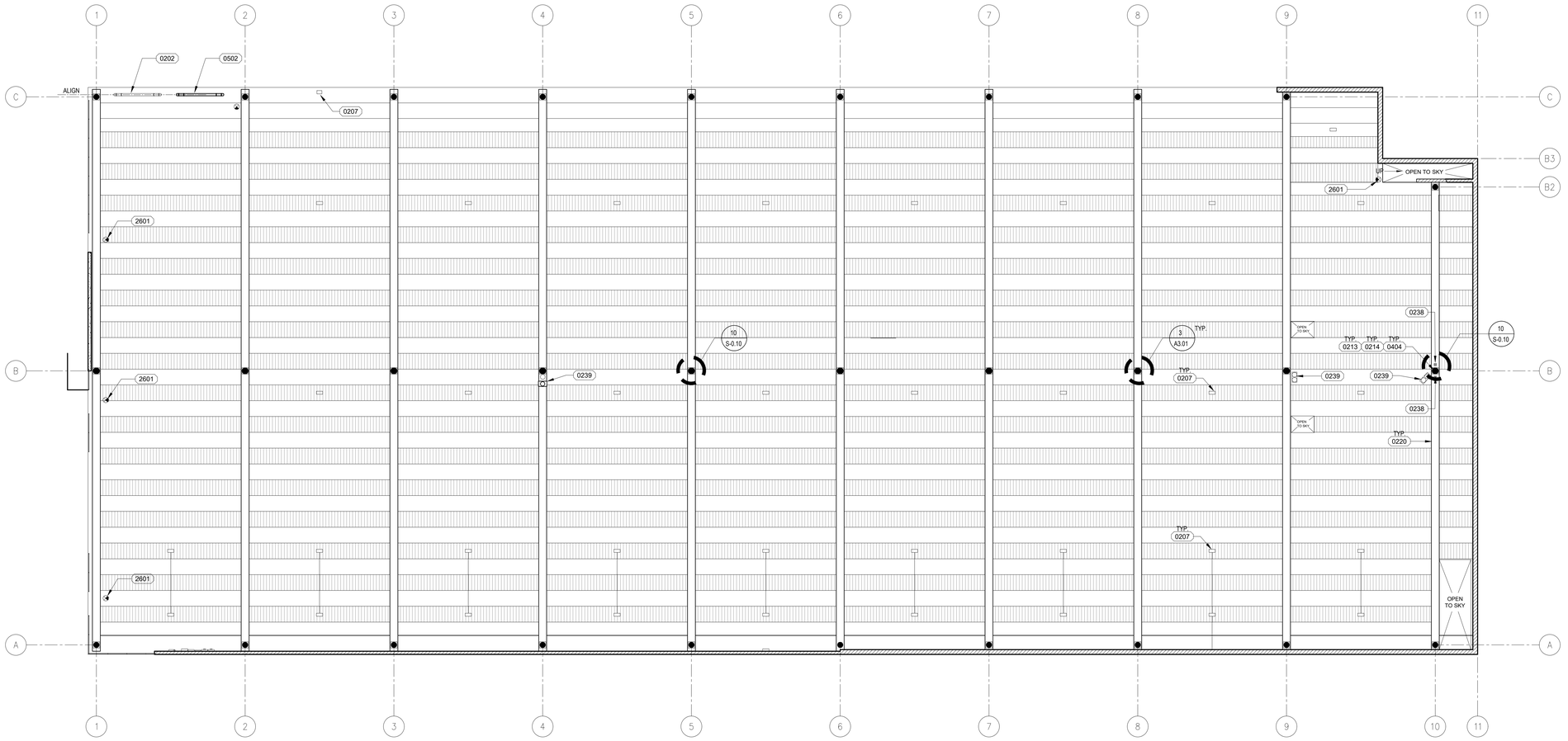
2 HEADACHE BAR
A3.01 SCALE: 1" = 1'-0"

GENERAL NOTES

1. CONTRACTOR TO PRIME AND PAINT ENTIRE CEILING, INCLUDING EXPOSED METAL DECK, STEEL ANGLES, PLATES AND FASTENERS, STEEL COLUMNS AND BEAMS, CONCRETE BEAMS, AND CONCRETE PLANKS. LIGHT FIXTURES SHALL BE PROTECTED IN PLACE, CONDUITS CAN BE PAINTED.
2. CONTRACTOR TO REMEDIATE AREAS OF METAL DECK WHERE CORROSION HAS OCCURED, REF. DETAIL ON 19/S-0.10 AND TABLE 1D/S1.01.

KEYNOTES

0202 EXISTING "HEADACHE" BAR TO REMAIN, REFINISH TO MATCH
0205 EXISTING SIGN TO REMAIN; SALVAGE AND REUSE
0206 EXISTING ELECTRICAL ITEMS TO REMAIN
0207 EXISTING LIGHT FIXTURES TO REMAIN
0213 EXISTING STEEL PLATES TO BE STRIPPED OF RUST DOWN TO BARE METAL AND PRIMED AND PAINTED. SEE 1/S-0.10
0214 EXISTING CONCRETE COLUMNS TO REMAIN. SEE 1/S-0.10
0220 EXISTING CONCRETE BEAMS TO REMAIN
0238 EXISTING METAL JACKS TO BE REMOVED
0239 EXISTING STEEL COLUMNS TO REMAIN, PRIME AND PAINT
0404 REMOVE WEAK/LOOSE CONCRETE, PREP AND PATCH BACK WITH EPOXY MORTAR. SEE 1/S-0.10
0502 "HEADACHE BAR" PER DET. 2/A3.01
0503 INFILL BEAMS PER STRUCTURAL RECOMMENDATIONS. SEE 3/S-0.10
2601 ILLUMINATED EXIT SIGN



NORTH

1 REFLECTED CEILING PLAN - LEVEL 1
A3.01 SCALE: 3/32" = 1'-0"

CONSULTANT:

REFLECTED CEILING PLAN - LEVEL 1

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENEUE & S. 6th STREET, REDLANDS CA 92373

SEALS:

LICENSED ARCHITECT
MICHAEL J. STEPHENS
NO. 26450
REN. 5-31-25
STATE OF CALIFORNIA

sgh ARCHITECTS

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PROJECT NUMBER: 23-26102-00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25
REVISION: DATE: DESCRIPTION:
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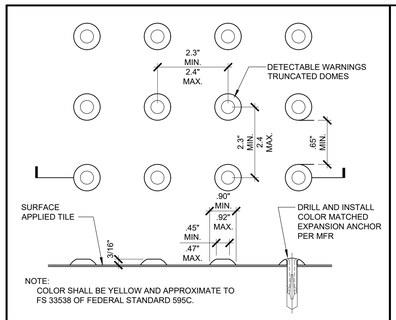
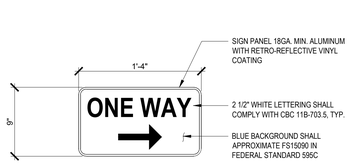
A3.01



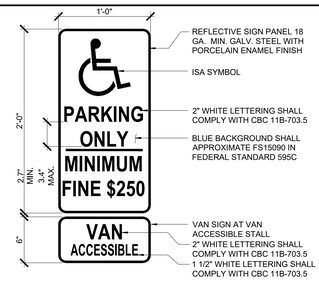
NOTE:
COLOR SHALL BE YELLOW AND APPROXIMATE TO FS 33538 OF FEDERAL STANDARD 595C.

9 DETECTABLE WARNINGS TRUNCATED DOMES
A7.01 / SCALE: 6" = 1'-0"



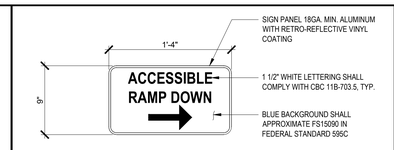
NOTES:
1. SIGN TO BE MOUNTED AS HIGH AS POSSIBLE ON GUARDRAIL.
2. SEE DETAIL 07/A10.01 FOR SIGN MOUNTING.

8 ONE WAY SIGN
A7.01 / SCALE: 1 1/2" = 1'-0"



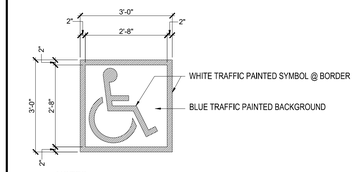
NOTES:
1. SIGN TO BE MOUNTED 80" A.F.F. TO BOTTOM OF SIGN AT POLE MOUNTED LOCATIONS.
2. SIGN TO BE 70 SQ. IN. MIN.
3. SEE DETAIL 07/A10.01 FOR SIGN MOUNTING.

7 ADA PARKING SIGN
A7.01 / SCALE: 1 1/2" = 1'-0"



NOTES:
1. SIGN TO BE MOUNTED 80" A.F.F. TO BOTTOM OF SIGN AT POLE MOUNTED LOCATIONS.
2. SIGN TO BE 70 SQ. IN. MIN.
3. SEE DETAIL 07/A10.01 FOR SIGN MOUNTING.

6 RAMP DOWN SIGN
A7.01 / SCALE: 1 1/2" = 1'-0"



NOTES:
1) ALL STROKES TO BE 2" WIDE
2) PROVIDE TWO (2) COATS OF TRAFFIC-PAINT BLUE
3) LOCATE SYMBOL AT CENTER OF STALL WHERE SHOWN ON PLAN

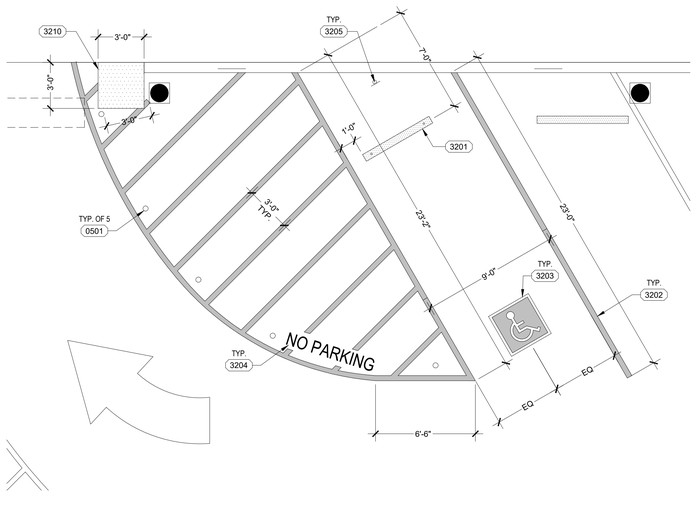
5 ISA PARKING SYMBOL
A7.01 / SCALE: 1/2" = 1'-0"

KEYNOTES

0207 EXISTING LIGHT FIXTURES TO REMAIN
0221 EXISTING DRAIN GRATE TO BE REMOVED, CLEANOUT THE STORM DRAIN LINE BACK TO THE CITY MAIN AND REINSTALL GRATE
0242 EXISTING FENCE TO REMAIN, PROTECT IN PLACE
0244 EXSITING BOLLARDS TO REMAIN
0245 EXISTING UNDERGROUND UTILITY VAULT TO REMAIN
0501 BOLLARD PER DETAIL 2/A2.10
0506 METAL RAILINGS PER DETAIL 2/A10.01
1005 SIGN "ACCESSIBLE RAMP DOWN - SEE DETAIL 6/A7.01
3201 6" LONG CONCRETE WHEEL STOP PER 3/A2.01
3202 4" WIDE BLUE PAINTED LINES
3203 PAINTED ISA SYMBOL PER 5/A7.01
3204 PAINTED 12" HIGH WHITE "NO PARKING" OR "DO NOT BLOCK" OR "MOTORCYCLE" OR "COMPACT" LETTERS; STRIPING SHALL NOT CROSS LETTERS & NUMBERS, TYP.
3205 PARKING SIGN WITH POLE PER DETAIL 1/A10.01. ADD "VAN" WHERE INDICATED ON PLAN
3206 4" WIDE WHITE PAINTED LINE
3207 REINSTALL SALVAGED WHEEL STOP PER 3/A7.01
3210 DETECTABLE WARNING DEVICES - TRUNCATED DOMES - SEE 9/A7.01 AND SPECS
3212 EXISTING TREE TO BE TRIMMED TO FOR REQUIRED CLEARANCE

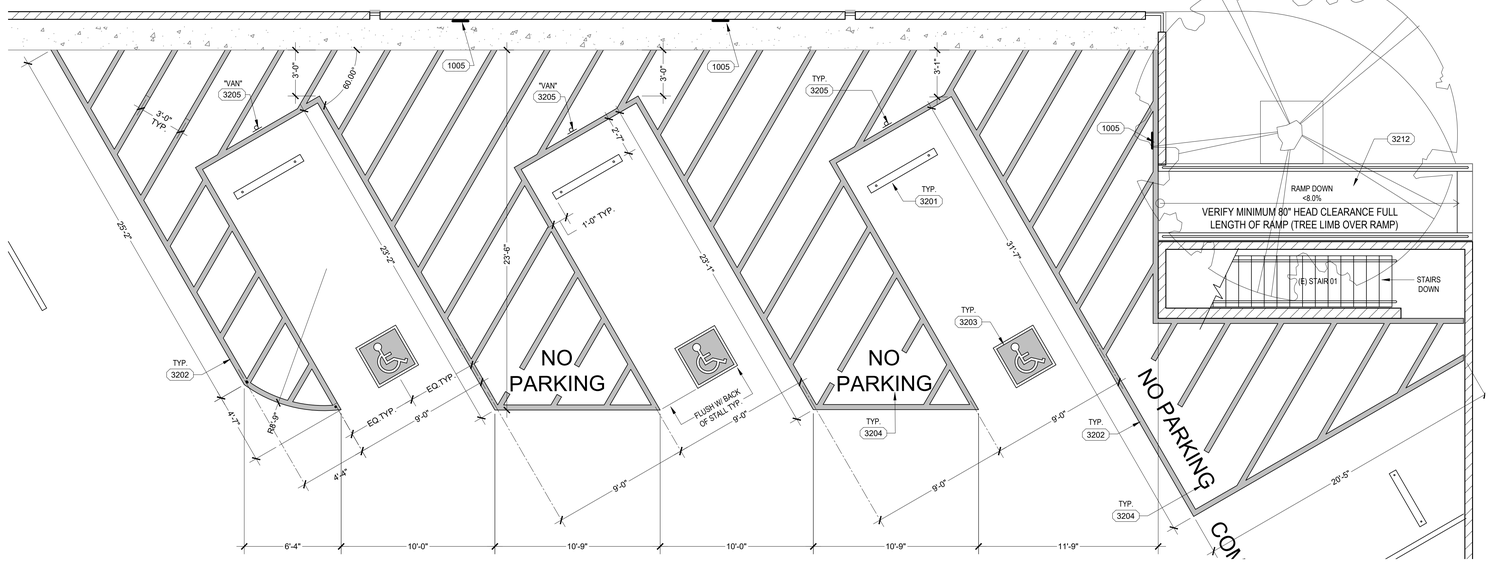
GENERAL NOTES

1 ALL WHEEL STOPS FOR ENTIRE PROJECT TO BE PAINTED YELLOW TYPICAL.



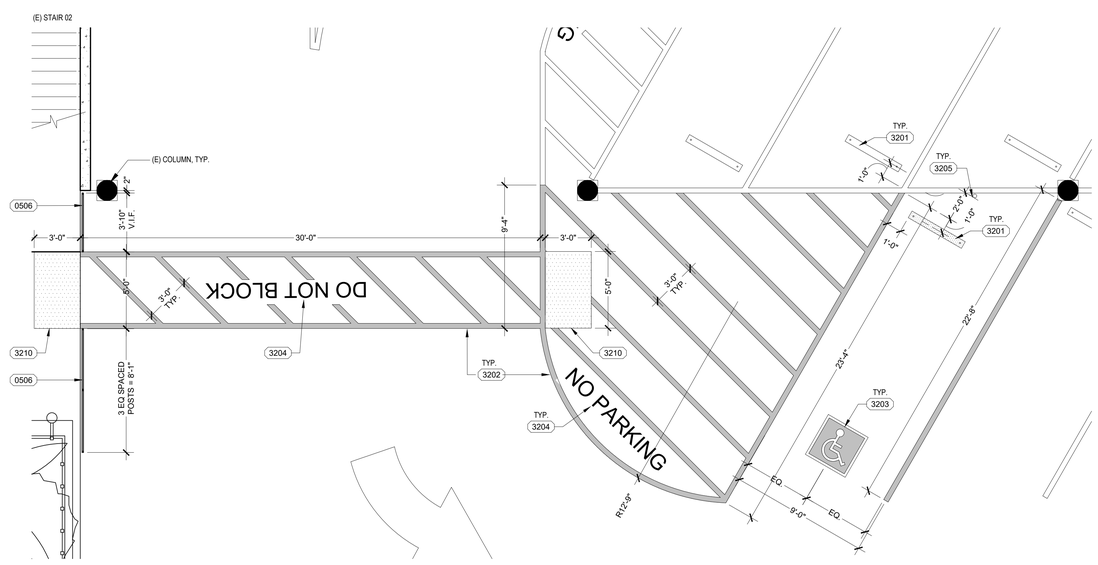
3 ENLARGED ADA PARKING STALLS - LEVEL 1
A7.01 / SCALE: 1/4" = 1'-0"

NORTH



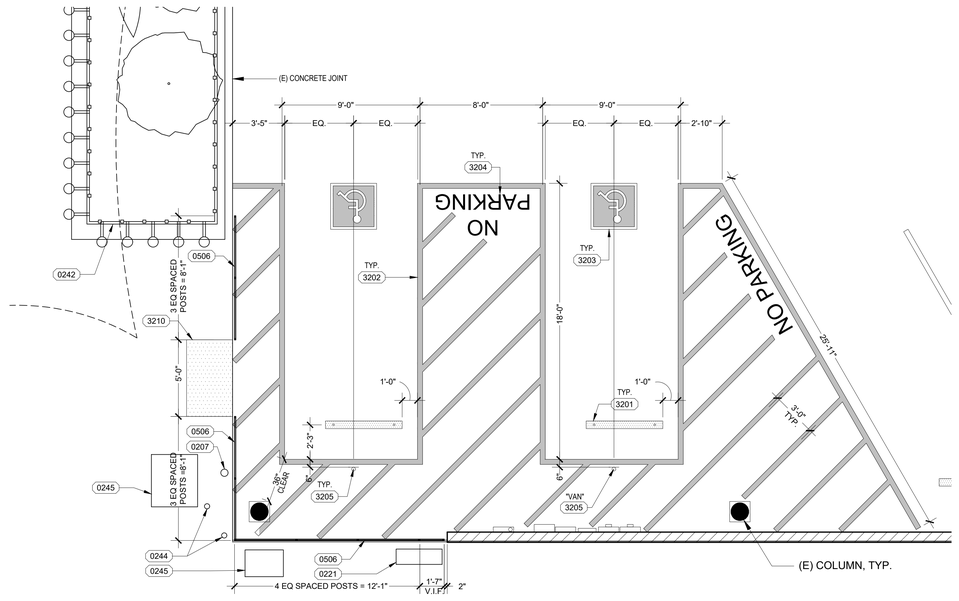
1 ENLARGED ADA PARKING STALLS - LEVEL 2
A7.01 / SCALE: 1/4" = 1'-0"

NORTH



4 ENLARGED ADA PARKING STALLS - LEVEL 1
A7.01 / SCALE: 1/4" = 1'-0"

NORTH



2 ENLARGED ADA PARKING STALLS - LEVEL 1
A7.01 / SCALE: 1/4" = 1'-0"

NORTH

CONSULTANT:

ENLARGED PLANS

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

SEALS:

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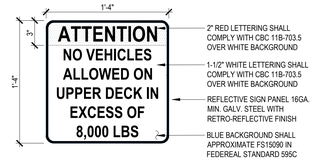
PROJECT NUMBER:	23-26102-00
PROJECT STATUS:	CONSTRUCTION DOCS
PROJECT ISSUED:	01.08.25
REVISION:	DATE: DESCRIPTION:
1	01.08.25 CONSTRUCTION DOCS

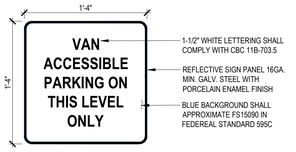
A7.01



NOTES:

1. SIGN TO BE MOUNTED 80" A.F.F. TO BOTTOM OF SIGN AT POLE MOUNTED LOCATIONS.
2. REFER TO ELEVATION FOR MOUNTING LOCATION.
3. SEE DETAIL 10/A10.01 FOR SIGN MOUNTING.

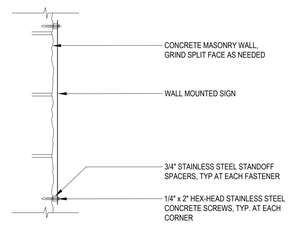
8 WEIGHT LIMIT
A10.01/ SCALE: 1" = 1'-0"



NOTES:

1. REFER TO ELEVATION FOR MOUNTING LOCATION.
2. SEE DETAIL 10/A10.01 FOR SIGN MOUNTING.

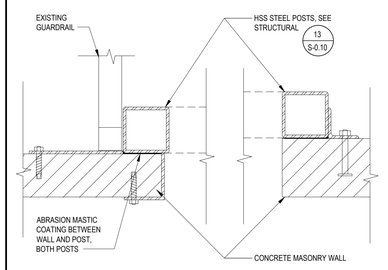
4 VAN PARKING
A10.01/ SCALE: 1" = 1'-0"



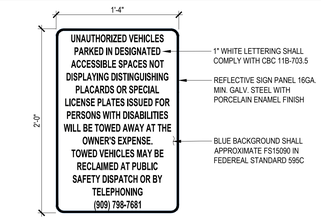
NOTES:

1. REFER TO ELEVATION FOR MOUNTING LOCATION.
2. REFER TO PLANS FOR SIGN TYPES
3. PLACE SIGN TO AVOID FASTENER CONFLICT WITH REINFORCING
4. FOR POLE/RAIL MOUNTED SIGNS, PROVIDE TWO #10 SMS AT TOP AND BOTTOM

7 MOUNTING DETAIL
A10.01/ SCALE: 1" = 1'-0"



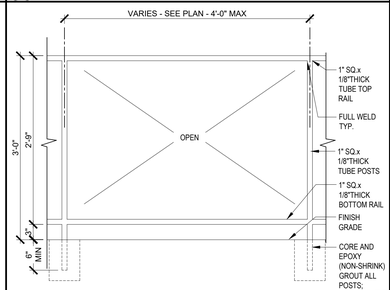
3 PLAN DETAIL
A10.01/ SCALE: 1" = 1'-0"



NOTES:

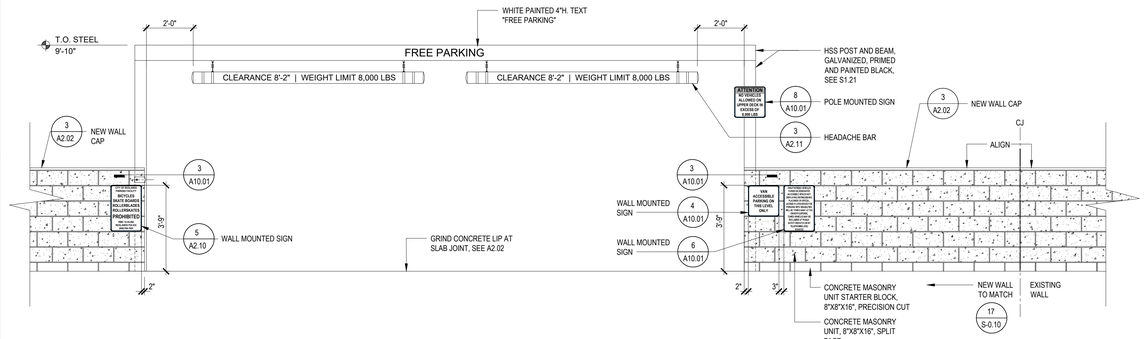
1. REFER TO ELEVATION FOR MOUNTING LOCATION.
2. SIGN TO BE 70 SQ. IN. MIN.
3. SEE DETAIL 10/A10.01 FOR SIGN MOUNTING.

6 UNAUTHORIZED PARKING
A10.01/ SCALE: 1" = 1'-0"

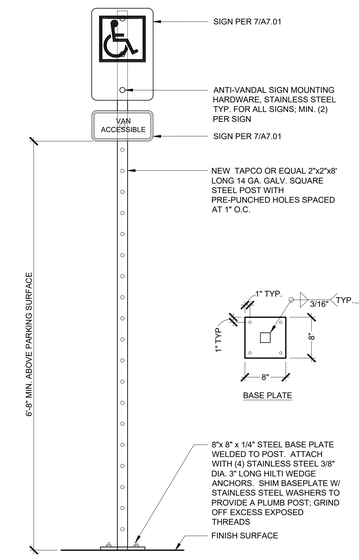


NOTE: GRIND SMOOTH ALL WELDS, PRIME AND PAINT TO MATCH EXISTING GUARDRAIL.

2 RAILING DETAIL
A10.01/ SCALE: 1" = 1'-0"



5 UPPER LEVEL ENTRY ELEVATION
A10.01/ SCALE: 1" = 1'-0"



1 ADA SIGN POLE
A10.01/ SCALE: 1" = 1'-0"

CONSULTANT:

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

DETAILS

SEALS:

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PROJECT NUMBER: 23-26102.00
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A10.01

ABBREVIATIONS AND LEGEND

010000-0002

AB	ANCHOR BOLT	IN	INCH
ABV	ABOVE	INT	INTERIOR
ADDL	ADDITIONAL	IOR	INSPECTOR OF RECORD
ADJ	ADJACENT	JST	JOIST
AFF	ABOVE FINISH FLOOR	JT	JOINT
ALT	ALTERNATE	KLF	KIPS PER LINEAR FOOT
ARCH	ARCHITECT(URAL)	KSF	KIPS PER SQUARE FOOT
BLDG	BUILDING	KSI	KIPS PER SQUARE INCH
BLK	BLOCK	L	ANGLE
BLKG	BLOCKING	LD	DEVELOPMENT LENGTH
BLW	BELOW	LDH	HOOK DEVELOPMENT LENGTH
BM	BEAM	LFRS	LATERAL FORCE RESISTING SYSTEM
BN	BOUNDARY NAILING	LLH	LONG LEG HORIZONTAL
B.O.	BOTTOM OF	LLV	LONG LEG VERTICAL
BOTT	BOTTOM	LONG	LONGITUDINAL
BRB	BUCKLING-RESTRAINED BRACE	LP	LOW POINT
BRG	BEARING	LS	LAP SPLICE
BS	BOTH SIDES	LWC	LIGHTWEIGHT CONCRETE
BTWN	BETWEEN	MAX	MAXIMUM
C	CAMBER	MB	MACHINE BOLT
CG	CENTER OF GRAVITY	MECH	MECHANICAL
CIP	CAST IN PLACE	MFR	MANUFACTURER
CJ	CONTROL/CONSTRUCTION JOINT	MIN	MINIMUM
CJP	COMPLETE JOINT PENETRATION	MTL	METAL
CL	CENTERLINE	(N)	NEW
CLG	CEILING	NA	NEUTRAL AXIS
CLR	CLEAR	NS	NEAR SIDE OR NON-SHRINK
CMU	CONCRETE MASONRY UNIT	NTS	NOT TO SCALE
COL	COLUMN	NWC	NORMAL WEIGHT CONCRETE
CONC	CONCRETE	OC	ON CENTER
CONN	CONNECTION	OD	OUTSIDE DIAMETER
CONT	CONTINUOUS	O.F.	OUTSIDE FACE
CSK	COUNTERSINK, COUNTERSUNK	OH	OPPOSITE HAND
CTR(D)	CENTER(ED)	OPNG	OPENING
D_B DB	BAR DIAMETER OR BOLT DIAMETER	PDF	POWDER/POWER DRIVEN FASTENER
DBL	DOUBLE	PJ	PANEL JOINT
DEMO	DEMOLITION	PJP	PARTIAL JOINT PENETRATION
DET	DETAIL	PL	PLATE
DF	DOUGLAS FIR-LARCH	PLC(S)	PLACE(S)
DIA , Ø	DIAMETER	PLF	POUNDS PER LINEAR FOOT
DIAG	DIAGONAL	PLYWD	PLYWOOD
DIM	DIMENSION	PREFAB	PREFABRICATED
DIR	DIRECTION	PSF	POUNDS PER SQUARE FOOT
DO	DITTO	PSI	POUNDS PER SQUARE INCH
DWG	DRAWING	PT	PRESSURE TREATED OR POST TENSION
(E)	EXISTING	QTY	QUANTITY
EA	EACH	RAD, R	RADIUS
EF	EACH FACE	REF	REFERENCE
EJ	EXPANSION JOINT	REINF	REINFORCING
EMBED	EMBEDMENT	REQD	REQUIRED
ELEC	ELECTRICAL	(S)	"SIMPSON STRONG TIE CO. OR "USP" W/ EQUIVALENT THIRD PARTY EVALUATION VALUES
ELEV	ELEVATION OR ELEVATOR	SB	SILL BOLT
EN	EDGE NAILING	SC	SAW CUT OR SLIP-CRITICAL
E.O.	EDGE OF	SCHED	SCHEDULE
EOD	EDGE OF DECK	SEOR	STRUCTURAL ENGINEER OF RECORD
EQ	EQUAL	SHTG	SHEATHING
EQUIP	EQUIPMENT	SIM	SIMILAR
ES	EACH SIDE OR EDGE SCREW	SMS	SHEET METAL SCREW
EW	EACH WAY	SN	SILL NAIL
EXP	EXPANSION	SOG	SLAB ON GRADE
EXT	EXTERIOR	SQ	SQUARE
FIN	FINISH	SS	STAINLESS STEEL
FLG	FLANGE	STD	STANDARD
FLR	FLOOR	STGRD	STAGGERED
FN	FIELD NAILING	STIFF	STIFFENER
FND	FOUNDATION	STL	STEEL
F.O.	FACE OF	STRUCT	STRUCTURAL
FS	FAR SIDE OR FIELD SCREW	T&B	TOP & BOTTOM
FRMG	FRAMING	T&G	TONGUE AND GROOVE
FRP	FIBER REINFORCED POLYMER	THK	THICK
FT	FOOT OR FEET	THRD	THREADED
FTG	FOOTING	T.O.	TOP OF
Fy	YIELD STRESS	TRANS	TRANSVERSE
GA	GAGE	TYP	TYPICAL
GALV	GALVANIZED	UNO	UNLESS NOTED OTHERWISE
GB	GRADE BEAM	VERT	VERTICAL
GC	GENERAL CONTRACTOR	VIF	VERIFY IN FIELD
GLB	GLUED-LAMINATED BEAM	W/	WITH
HAB	HEADED ANCHOR BOLT	W/O	WITHOUT
HD	HOLDOWN	WF, W	WIDE FLANGE
HDG	HOT-DIPPED GALVANIZED	WHS	WELDED HEADED STUD
HDR	HEADER	WLD	WELDED
HGR	HANGER	WO	WHERE OCCURS
HK	HOOK	WP	WORK POINT
HORIZ	HORIZONTAL	WT	WEIGHT
HP	HIGH POINT	WWF	WELDED WIRE FABRIC
HS	HIGH-STRENGTH		
HSB	HIGH-STRENGTH BOLT		
HSS	HOLLOW STRUCTURAL SECTION		
HT	HEIGHT		
ID	INSIDE DIAMETER		
I.F.	INSIDE FACE		

REFERENCE ELEVATION OR WORK POINT

LFRS (LFRS) — INDICATES THAT A DETAIL OR PORTION OF FRAMING IS A PART OF THE LATERAL FORCE RESISTING SYSTEM AND IS SUBJECT TO ADDITIONAL REQUIREMENTS OUTLINED IN THE GENERAL NOTES AND SPECIFICATIONS

TYPICAL HATCH PATTERNS USED (UNLESS NOTED OTHERWISE):

CONCRETE | STEEL | SOIL/EARTH
MASONRY | GROUT/SAND | PLYWOOD/SHEATHING

EXISTING ELEMENTS ARE SHOWN AS HALFTONE, NEW ELEMENTS ARE SHOWN AS FULL TONE UNO; EXAMPLE:

INDICATES A NEW ELEMENT

INDICATES AN EXISTING ELEMENT

SAWN LUMBER:

CONTINUOUS | BLOCKING | END OF MEMBER

REFERENCE OF SECTIONS, DETAILS & SYMBOLS

010000-0004

DETAIL REFERENCE SHOWN THUS *:

2 / S5.01 **

DETAIL NOTED IS SHOWN ON SHEET S5.01, DETAIL 2

BUILDING SECTION INDICATION SHOWN THUS:

2 / S5.01 **

CUT IS SHOWN ON SHEET S5.01, DETAIL 2

ELEVATION INDICATION SHOWN THUS:

2 / S5.01 **

ELEVATION IS SHOWN ON SHEET S5.01, DETAIL 2

* (ADDITIONAL INDICATORS MAY BE USED TO SHOW LOCATION OF DETAIL CUTS)
** (SHEET NUMBER MAY BE REPLACED BY A HYPHEN (-) WHEN THE REFERENCED DETAIL APPEARS ON THE SAME SHEET AS THE CALL-OUT)

DETAIL TITLE SHOWN THUS:

2 DETAIL TITLE
SCALE

INDICATES THE TITLE, SCALE, AND DETAIL NUMBER ON SHEET

STATEMENT OF SPECIAL INSPECTION

010000-0003

1. THE OWNER SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS TO PROVIDE INSPECTIONS DURING CONSTRUCTION. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.

2. SPECIAL INSPECTIONS ARE NOT REQUIRED WHERE THE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVED FABRICATORS MUST SUBMIT A CERTIFICATE OF COMPLIANCE FOR OFFSITE FABRICATIONS SUCH AS STRUCTURAL STEEL, PRECAST CONCRETE.

3. ALL INSPECTIONS SHALL BE PERFORMED BY INDEPENDENT SPECIAL INSPECTORS. JOB SITE VISITS BY THE STRUCTURAL ENGINEER OR BUILDING OFFICIAL DO NOT CONSTITUTE AND ARE NOT A SUBSTITUTE FOR INSPECTIONS BY A SPECIAL INSPECTOR.

4. ALL INSPECTION REPORTS SHALL BE SUBMITTED TO THE BUILDING OFFICIAL AND SEOR. THE FINAL REPORTS BY THE SPECIAL INSPECTOR(S) MUST CERTIFY THAT THE STRUCTURAL SYSTEM COMPLIES WITH THE APPROVED PLANS AND SPECIFICATIONS.

5. IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO SEE THAT THESE INSPECTIONS ARE PERFORMED.

6. WORK REQUIRING SPECIAL INSPECTION SHALL BE INSPECTED BY THE SPECIAL INSPECTOR WHO IS PRESENT IN THE AREA WHERE THE WORK IS PERFORMED AND AT THE COMPLETION OF WORK. CONTINUOUS (CONT) INSPECTION CONSISTS OF FULL-TIME INSPECTION; PERIODIC INSPECTION CONSISTS OF PART-TIME OR INTERMITTENT INSPECTION.

7. AT A MINIMUM, ALL SPECIAL INSPECTIONS REQUIRED BY THE BUILDING CODE SHALL BE PROVIDED. SEE BUILDING CODE FOR REFERENCE STANDARDS. TESTING REQUIREMENTS, AND REQUIREMENTS RELATED TO FREQUENCY AND/OR LOCATIONS OF INSPECTION AND/OR TESTING. THE FOLLOWING SPECIAL INSPECTIONS ARE IN ADDITION TO INSPECTIONS BY THE BUILDING OFFICIAL. THIS LIST IS NOT INTENDED TO BE ALL INCLUSIVE.

STRUCTURAL CONCRETE

PERIODIC: POST-INSTALLED AND ADHESIVE ANCHORS

STRUCTURAL STEEL

PERIODIC: STRUCTURAL STEEL MANUFACTURER'S CERTIFIED MILL TEST REPORTS
PERIODIC: STEEL FRAME MEMBER LOCATIONS
PERIODIC: APPLICATIONS OF JOINT DETAILS AT EACH CONNECTION

REFER TO AISC 360 CHAPTER N FOR MORE INFORMATION ON REQUIRED INSPECTIONS RELATED TO STEEL CONSTRUCTION.

WELDING

PERIODIC: FILLET WELDS < 5/16"

STRUCTURAL OBSERVATIONS

010000-0007

1. VISUAL OBSERVATIONS WILL BE PERFORMED AT THE DISCRETION OF THE OWNER, ARCHITECT, SEOR, AND AS REQUIRED BY THE BUILDING OFFICIAL IN ACCORDANCE WITH THE BUILDING CODE. VISUAL OBSERVATIONS SHALL NOT BE CONSIDERED AS A SUBSTITUTE FOR THE SPECIAL INSPECTION REQUIREMENTS.

2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY THE SEOR AS TO WHEN EACH MAJOR PHASE OF CONSTRUCTION IS READY FOR OBSERVATION A MINIMUM OF FIVE BUSINESS DAYS IN ADVANCE.

3. THE FOLLOWING MAJOR PHASES OF CONSTRUCTION REQUIRE A SITE VISIT AND STRUCTURAL OBSERVATION REPORT FROM THE SEOR:
   a. COMPLETION OF THE STRUCTURAL REPAIRS

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT NAILING, REINFORCEMENT, WELDS, CONNECTIONS, ETC. ARE VISIBLE FOR OBSERVATION WHEN THE SEOR IS ONSITE AND FOR ANY SCHEDULING DELAYS DUE TO NONCOMPLIANT ITEMS FOUND DURING THE OBSERVATION.

5. AT THE CONCLUSION OF THE WORK INCLUDED IN THE PERMIT, THE STRUCTURAL OBSERVER SHALL SUBMIT TO THE BUILDING OFFICIAL A WRITTEN STATEMENT THAT THE SITE VISITS HAVE BEEN MADE AND IDENTIFY ANY REPORTED DEFICIENCIES THAT, TO THE BEST OF THE STRUCTURAL OBSERVERS' KNOWLEDGE, HAVE NOT BEEN RESOLVED.

PRODUCT REPORTS

010000-0006

1. FOR ALL ITEMS IN THE CONSTRUCTION DOCUMENTS NOT NOTED WITH A SPECIFIC PRODUCT NAME OR MANUFACTURER, THE CONTRACTOR SHALL PROVIDE A PRODUCT SPECIFIED IN THE TABLE BELOW.

2. THE FOLLOWING PRODUCTS SHALL BE INSTALLED PER THE REQUIREMENTS OF THE REFERENCED PRODUCT REPORTS, UNO.

3. A PRODUCT MAY BE SUBSTITUTED FOR AN EQUIVALENT PRODUCT PER THE SCHEDULE BELOW IF APPROVED BY THE SEOR AND THE BUILDING OFFICIAL.

4. PRODUCTS SPECIFIED BY TYPE ONLY MAY USE ANY PRODUCT FROM THE SCHEDULE BELOW.

TYPE	PRODUCT	ICC#	IAPMO#	LARR#
EXPANSION ANCHOR TO CONCRETE	HILTI KWIK BOLT TZ2	ESR-4266	-	-
	SIMPSON STRONG-BOLT 2	ESR-3037	-	25891
	DEWALT POWER STUD+ SD1	ESR-2818	-	25787
	DEWALT POWER STUD+ SD2/SD4/SD6	ESR-2502	-	25831
ADHESIVE ANCHOR TO CONCRETE	HILTI HIT-HY 200 V3	ESR-4868	-	-
	HILTI HIT-RE 500 V3	ESR-3814	-	26028
	HILTI HIT-RE 100	ESR-3829	-	26027
	HILTI HIT-HY-100	ESR-3572	-	-
	SIMPSON SET-3G	ESR-4057	-	-
	SIMPSON ET-3G	ESR-5334	-	-
	SIMPSON AT-3G	ESR-5026	-	-
	DEWALT AC200+	ESR-4027	-	-
	DEWALT PURE 110+	ESR-3298	-	26035
SCREW ANCHOR TO CONCRETE	HILTI KWIK HUS-EZ	ESR-3027	-	25897
	SIMPSON TITEN HD	ESR-2713	-	-
	SIMPSON SS TITEN SCREW	-	493	26125
	DEWALT SCREWBOLT+	ESR-3889	-	-
DROP-IN ANCHOR TO CONCRETE	DEWALT SNAKE+	ESR-2272	-	25810
UNDERCUT ANCHORS TO CONCRETE	HILTI HDA	ESR-1546	-	25939
	DEWALT MINI-UNDERCUT+	ESR-3912	-	-
CAST-IN INTERNALLY THREADED	ISAT BLUE BANGER HANGER	ESR-3599	-	26030
	DEWALT BANG-IT / WOOD KNOCKER	ESR-3657	-	-
CONCRETE SCREW	ITW BUILDEX TAPCON	ESR-2202	-	-
	DEWALT ULTRACON+	ESR-3068	-	-
	SIMPSON TITEN TURBO (TNT)	-	712	-
SHOTPIN (POWER DRIVEN FASTENER)	HILTI LOW-VELOCITY	ESR-2269	-	25675
	ITW / RAMSET POWER-DRIVEN	ESR-1799	-	22668
	SIMPSON POWER-ACTUATED PDPA	ESR-2138	-	25469
	DEWALT TRACK-IT C5	ESR-3275	-	25920
	DEWALT POWER-DRIVEN	ESR-2024	-	25304
CONCRETE REINFORCING HEADED END	HRC 555 HEADED BARS	ESR-2535	177	25815
	LENTON TERMINATOR D14	-	188	25893
	BAR SPLICE BUTTON HEAD	-	331	25996
CONCRETE REINFORCING MECHANICAL SPLICES	HRC 500 COUPLERS	ESR-2764	-	25347
	LENTON THREADED COUPLERS	-	129	24507
FORM MOUNTED REINF COUPLER	LENTON THREADED FORM SAVERS	-	129	24507
EXPANSION ANCHOR TO GROUTED MASONRY	HILTI KWIK BOLT TZ2	ESR-4561	-	-
	SIMPSON STRONG-BOLT 2	-	240	25936
	DEWALT POWER STUD+ SD1	ESR-2966	-	25864
ADHESIVE ANCHOR TO GROUTED MASONRY	HILTI HIT-HY 270	ESR-4143	-	-
	HILTI HIT-HY-200 V3	ESR-4878	-	26077
	SIMPSON SET-3G	ESR-4844	-	-
	SIMPSON ET-3G	ESR-5309	-	-
SCREW ANCHOR TO GROUTED MASONRY	HILTI KWIK HUS-EZ	ESR-3056	-	25979
	SIMPSON TITEN HD	ESR-1056	-	25560
	SIMPSON TITEN TURBO (TNT)	-	712	-
	DEWALT SCREWBOLT+	ESR-4042	-	-
MASONRY SCREW	DEWALT ULTRACON+	ESR-3196	-	-

STRUCTURAL SUBMITTALS

010000-0008

1. EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND- OR SEISMIC-FORCE-RESISTING SYSTEM, DESIGNATED SEISMIC SYSTEM OR A WIND- OR SEISMIC-RESISTING COMPONENT LISTED IN THE STATEMENT OF SPECIAL INSPECTIONS SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON THE SYSTEM OR COMPONENT. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL CONTAIN ACKNOWLEDGEMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION.

2. REQUIRED STRUCTURAL SUBMITTALS FOR THIS PROJECT:

GENERAL
- QUALIFICATION DATA FOR APPROVED INSTALLERS AND FABRICATORS
- CERTIFICATES OF CONFORMANCE FOR PREFABRICATED MEMBERS
- SEISMIC JOINT AND EXPANSION JOINT COVER PRODUCT DATA

STRUCTURAL STEEL
- MANUFACTURER'S MILL CERTIFICATES
- MILL TEST REPORTS
- SHOP DRAWINGS FOR FABRICATION AND ASSEMBLY OF MEMBERS
- ERECTION PLAN SEQUENCE AND PROCEDURES
- WELDING PROCEDURE SPECIFICATIONS (WPS)
- CERTIFICATES FOR ALL WELDERS VERIFYING CURRENT AWS QUALIFICATIONS
- TEST REPORTS FOR SHOP AND FIELD WELDED AND BOLTED CONNECTIONS

GENERAL

010000-0000

1. REFER TO THE TYPICAL DETAIL SHEETS FOR TYPICAL DETAILS OF CONSTRUCTION. TYPICAL DETAILS APPLY TO ALL CONSTRUCTION UNLESS SPECIFICALLY NOTED OR SHOWN OTHERWISE. WHERE CONDITIONS REQUIRE MODIFICATIONS OF A TYPICAL DETAIL, THE CONTRACTOR SHALL SUBMIT MODIFIED DETAIL FOR APPROVAL BY THE SEOR PRIOR TO FABRICATION AND INSTALLATION. DETAILS OF CONSTRUCTION NOT SHOWN SHALL BE OF SAME NATURE AS THOSE SHOWN FOR SIMILAR CONSTRUCTION.

2. CONTRACTOR SHALL CONSIDER THE PROJECT SPECIFICATIONS AS PART OF THE CONTRACT DOCUMENTS. WHERE INFORMATION IS CONFLICTING, SPECIFIC DETAILS SHALL GOVERN OVER TYPICAL DETAILS WHICH SHALL GOVERN OVER GENERAL NOTES WHICH SHALL GOVERN OVER SPECIFICATIONS.

3. ALL DIMENSIONS ON STRUCTURAL DRAWINGS SHALL BE CHECKED AGAINST ARCHITECTURAL DIMENSIONS. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE OMITTED OR NOT CLEAR, CONTACT THE ARCHITECT OF RECORD OR SEOR. ALL DIMENSIONS RELATED TO EXISTING CONDITIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR. DIMENSIONS ARE TO THE FACE OF STUDS, AND TO THE CENTERLINE OF COLUMNS UNO.

4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMMEDIATELY NOTIFY THE SEOR OF ANY CONFLICTS BETWEEN THE STRUCTURAL DRAWINGS AND OTHER DRAWINGS, OR EXISTING CONDITIONS NOT SHOWN OR DIFFERENT FROM THOSE SHOWN ON DRAWINGS, PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL NOT ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE SCOPE THAT IS IN CONFLICT UNTIL THE CONFLICT IS RESOLVED WITH THE AFFECTED PARTIES.

5. THE STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE SHOWN THEY DO NOT INDICATE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE CONSTRUCTION AND ALL ADJACENT PROPERTIES DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE BUT ARE NOT LIMITED TO BRACING, SHORING OF LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT OR SEOR SHALL NOT INCLUDE OBSERVATION OF THE ABOVE ITEMS.

6. SUBSTITUTION REQUESTS FOR MATERIALS AND PRODUCTS SPECIFIED ON THE STRUCTURAL DRAWINGS MAY BE CONSIDERED WITH MATERIALS AND PRODUCTS HAVING EQUIVALENT OR GREATER CAPACITY AND PERFORMANCE. CURRENT EVALUATION REPORTS AND PRODUCT INFORMATION SHALL BE PROVIDED TO THE SEOR DEMONSTRATING THE REQUIRED CAPACITY AND PERFORMANCE OF THE MATERIAL TO BE SUBSTITUTED. WRITTEN APPROVAL FROM THE SEOR SHALL BE OBTAINED PRIOR TO THE SUBSTITUTION OF ANY MATERIAL OR PRODUCT SPECIFIED IN THE CONSTRUCTION DOCUMENTS.

7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL OSHA REQUIREMENTS AND JURISDICTIONAL REQUIREMENTS AS THEY APPLY TO THIS PROJECT. THE ARCHITECT, SEOR, AND THE OWNER DO NOT ACCEPT ANY RESPONSIBILITY FOR THE CONTRACTOR'S FAILURE TO COMPLY WITH THESE REQUIREMENTS.

8. ALL WORK IS NEW (N) UNLESS INDICATED AS EXISTING (E).

9. CONSTRUCTION MATERIALS SHALL BE DISTRIBUTED WHEN PLACED ON THE STRUCTURE SUCH THAT LOADS DO NOT EXCEED DESIGN LIVE LOADS OR RESULT IN AN UNBALANCED CONDITION.

10. SHOP DRAWINGS AND SUBMITTALS SHALL BE SUBMITTED ELECTRONICALLY TO THE SEOR FOR REVIEW PRIOR TO FABRICATION (ALLOW FOR A REVIEW DURATION OF 10 BUSINESS DAYS). REFER TO THE PROJECT SPECIFICATIONS FOR MORE INFORMATION. REVIEW OF SHOP DRAWINGS AND SUBMITTALS BY THE SEOR IS FOR GENERAL CONFORMANCE TO THE CONTRACT DOCUMENTS. REPRODUCTION OF STRUCTURAL PLANS AND DETAILS FOR SHOP DRAWINGS IS PROHIBITED. SUBCONTRACTOR/FABRICATOR IS TO PROVIDE INDEPENDENTLY CREATED DRAWINGS BASED ON THE STRUCTURAL PLANS AND DETAILS. SHOP DRAWINGS THAT ARE REPRODUCTIONS OF STRUCTURAL DRAWINGS WILL NOT BE REVIEWED. THE CONTRACTOR WILL REMAIN RESPONSIBLE FOR ALL ERRORS OF DETAILING AND FABRICATION, AND FOR CORRECT FITTING OF ALL STRUCTURAL MEMBERS, INCLUDING COORDINATION WITH OTHER TRADES. SHOP DRAWINGS AND SUBMITTALS DO NOT CONSTITUTE CHANGE ORDERS. ANY PROPOSED CHANGES TO THE STRUCTURAL DOCUMENTS MUST BE SUBMITTED IN WRITING AS A REQUEST FOR SUBSTITUTION TO THE ARCHITECT AND SEOR FOR APPROVAL.

11. CORE DRILLS SHALL NOT CUT ANY REINFORCING. THE CONTRACTOR IS TO COORDINATE WORK OF ALL TRADES TO ENSURE COMPLIANCE. ALL CORE DRILLS ARE TO BE PRESENTED TO THE INSPECTOR OF RECORD (IOR) FOR VERIFICATION. THE IOR IS TO DOCUMENT CORES EXAMINED INDICATING AN ABSENCE OF REINFORCING.

12. STRUCTURAL JOINT DIMENSIONS SHOWN ON PLANS (EXPANSION, SEISMIC, SEPARATION, ETC) (WHERE OCCURS) INDICATE THE MINIMUM CLEAR DISTANCE REQUIRED. SEE PLANS, DETAILS, AND ARCHITECTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS.

STRUCTURAL DESIGN CRITERIA

010000-0001

1. CODES:
   ALL NEW WORK SHALL BE IN CONFORMANCE WITH THE CALIFORNIA BUILDING CODE (CBC) 2022 EDITION (TITLE 24, PART 2), INCLUDING ALL AMENDMENTS. ALL STANDARDS USED SHALL BE THE LATEST VERSION APPROVED BY THE CODE ENFORCEMENT AGENCY ON THE DATE OF THE PERMIT ISSUANCE UNLESS SPECIFICALLY NOTED OTHERWISE. THE PURPOSE OF THIS CODE IS TO, IN PART, ESTABLISH THE MINIMUM REQUIREMENTS TO SAFEGUARD THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE THROUGH STRUCTURAL STRENGTH AND STABILITY. STRUCTURES DESIGNED IN ACCORDANCE WITH THE CODE ARE LIKELY TO HAVE A LOW PROBABILITY OF COLLAPSE BUT MAY SUFFER SERIOUS STRUCTURAL AND NON-STRUCTURAL DAMAGE IF SUBJECTED TO THE DESIGN EARTHQUAKE.

2. GRAVITY	
LIVE LOADS (REDUCIBLE, UNO)	
PARKING DECK	40 PSF NON-REDUCIBLE
3. RISK CATEGORY	II
4. SEISMIC	
IMPORTANCE FACTOR I_e	1.0
SITE CLASS	D (DEFAULT)
SEISMIC DESIGN CATEGORY	D
S_S	1.736
S_1	0.698
S_{DS}	1.389
S_{D1}	NULL
(E) LATERAL FORCE RESISTING SYSTEM	CONC SHEAR WALLS
5. WIND	
EXPOSURE CATEGORY	C
BASIC WIND SPEED (3 SECOND GUST)	Vult = 96 MPH
INTERNAL PRESSURE COEFFICIENT, GCpi	+/-0.18

EXISTING CONDITIONS

020000-0000

1. SEE "AS BUILT" DRAWINGS FOR EXISTING BUILDING ITEMS NOT SHOWN OR NOTED.

2. FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO SHOP DRAWING PRODUCTION AND FABRICATION OF STRUCTURAL ELEMENTS.

3. WHERE EXISTING CONDITIONS VARY FROM THOSE SHOWN ON THESE DRAWINGS, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED PRIOR TO CONTINUED CONSTRUCTION RELATED TO SUBJECT CONDITIONS.

4. SHORE ALL EXISTING CONSTRUCTION AS REQUIRED, INCLUDING WHERE WELDING TO EXISTING STEEL FRAMING. SHORING DESIGN IS BY OTHERS.

5. ALL EXISTING CONCRETE SURFACES TO BE IN CONTACT WITH NEW CONCRETE SHALL BE CLEANED AND ROUGHENED TO 1/4" MINIMUM AMPLITUDE. USE BONDING AGENT BY SIKA OR APPROVED EQUIVALENT ON EXISTING CONCRETE PRIOR TO PLACING NEW CONCRETE. PREPARE SURFACE AND APPLY IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

6. VERIFY LOCATION OF EXISTING REBAR BEFORE FABRICATION USING NON-DESTRUCTIVE TESTING. DO NOT DAMAGE EXISTING REBAR.

7. THE GENERAL CONTRACTOR SHALL COORDINATE THE WEIGHT AND SPECIFIC LOCATION OF ALL EQUIPMENT WITH THE STRUCTURAL FRAMING. IF THE EQUIPMENT DEVIATES IN WEIGHT OR LOCATION FROM THOSE INDICATED IN THE DRAWINGS, THE STRUCTURAL ENGINEER'S APPROVAL MUST BE OBTAINED PRIOR TO INSTALLATION OF THE UNITS.

8. ALL EXISTING WOOD FRAMING MEMBERS SUPPORTING NEW MECHANICAL UNITS SHALL BE INSPECTED FOR DAMAGE AND DETERIORATION PRIOR TO INSTALLATION OF THE UNITS. NOTIFY THE STRUCTURAL ENGINEER IF DAMAGE OR DETERIORATION IS DISCOVERED.

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STRUCTURAL PROFESSIONAL ENGINEER JEFFREY ALAN MIYAMOTO S 5525 STRUCTURAL STATE OF CALIFORNIA

GENERAL NOTES

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENEUE & S. 6th STREET, REDLANDS CA 92373

SEALS

sgh ARCHITECTS

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PROJECT NUMBER: 23-26102-00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25
REVISION DATE: DESCRIPTION:
1 01.08.25 CONSTRUCTION DOCS

S0.1

STRUCTURAL STEEL

051200-0000

1. DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE SPECIFICATIONS AND STANDARDS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), AS CONTAINED IN THE "AISC MANUAL OF STEEL CONSTRUCTION". ALL WORK SHALL BE IN CONFORMANCE WITH THE TESTING, INSPECTION, QUALIFICATION, AND QUALITY ASSURANCE PROVISIONS AS REQUIRED BY THE BUILDING CODE AND ANY APPLICABLE STANDARDS. THESE STANDARDS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: AISC 360 "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS", AISC 303 "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", AISC 341 "SEISMIC PROVISIONS FOR STRUCTURAL STEEL BUILDINGS", AWS D1.1 "STRUCTURAL WELDING CODE - STEEL", AWS D1.8 "STRUCTURAL WELDING CODE - SEISMIC SUPPLEMENT", AND RCSC "SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS". CONFORMANCE TO SUPPLEMENTS TO THESE STANDARDS, IF PUBLISHED ON OR BEFORE THE DATE OF PERMIT ISSUANCE, IS ALSO REQUIRED. ALTHOUGH THESE CONTRACT DOCUMENTS INCLUDE GENERAL REFERENCES TO CODES AND STANDARDS, AND REFERENCES TO OR INCLUSIONS OF SPECIFIED PROVISIONS, OMISSIONS OF ANY APPLICABLE CODE, STANDARD, OR PROVISION DOES NOT RELIEVE THE GENERAL CONTRACTOR FROM COMPLIANCE TO THE APPLICABLE REQUIREMENTS. COORDINATION OF QUALITY CONTROL AND QUALITY ASSURANCE IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

2. STRUCTURAL STEEL MATERIALS/GRADES, UNO:

SHAPE	MATERIAL / GRADE
WIDE FLANGE & TEES	ASTM A992
PLATES, ANGLES, CHANNELS, THREADED RODS (UNO)	ASTM A36
HIGH-STRENGTH PLATE (UNO)	ASTM A572, GRADE 50
HIGH-STRENGTH PLATE ≥ 1/4" AND THICKER	ASTM A572, GRADE 42
SQUARE OR RECTANGULAR HOLLOW STRUCTURAL SECTIONS (HSS)	ASTM A500, GRADE C (Fy = 50 KSI) OR ASTM A1085
ROUND HOLLOW STRUCTURAL SECTIONS (HSS)	ASTM A500, GRADE C (Fy = 46 KSI) OR ASTM A1085
PIPES	ASTM A53 TYPE E OR S, GRADE B (Fy = 35 KSI)
MACHINE BOLTS (MB)	ASTM A307
WELDED HEADED STUDS	ASTM A29
THREADED RODS FOR ANCHOR BOLTS	ASTM F1554, GRADE 55-S1

   a. EXCEPT AS OTHERWISE NOTED, ALL BOLTS SHALL BE HIGH-STRENGTH BOLTS.

3. ALL CONNECTIONS NOT SHOWN SHALL CONFORM TO THE "AISC MANUAL OF STEEL CONSTRUCTION" AND SHALL BE SUBMITTED ON SHOP DRAWINGS FOR REVIEW BY SEOR PRIOR TO FABRICATION.

4. ALL WELDED HEADED STUDS, THREADED STUDS, AND DEFORMED BARS SHALL BE NELSON, OR EQUIVALENT, AND WELDED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS BY CERTIFIED WELDERS SO AS TO FULLY DEVELOP THE TENSILE CAPACITY OF THE CONNECTOR.

5. BOLTS WITH UPSET THREADS ARE NOT ALLOWED. USE THE APPROPRIATE NUT AND WASHER TYPE FOR THE SPECIFIED BOLT.

6. ALL STEEL FABRICATION SHALL BE PERFORMED BY A LICENSED FABRICATOR.

7. BEAMS NOT SPECIFIED WITH CAMBER SHALL HAVE MILL CAMBER PLACED IN UPWARD POSITION.

8. ALL STRUCTURAL STEEL AND MISCELLANEOUS STEEL PERMANENTLY EXPOSED TO THE ELEMENTS SHALL BE HOT DIP GALVANIZED AFTER FABRICATION UNLESS A WEATHERPROOF COATING IS SPECIFIED BY THE ARCHITECT, UNO. STAINLESS AND WEATHERING STEELS, WHERE SPECIFIED, ARE EXEMPT FROM THIS REQUIREMENT. GALVANIZED SURFACES SHALL BE PROTECTED DURING CONSTRUCTION AND SHALL BE REPAIRED AS NECESSARY. ALL ARCHITECTURALLY EXPOSED STRUCTURAL STEEL (AESS) SHALL COMPLY WITH AISC CODE OF STANDARD PRACTICE, SECTION 10.

9. SEE ARCHITECTURAL DRAWINGS FOR NAILER HOLES, WELDED STUDS OR OTHER ITEMS NOT SHOWN IN THESE DRAWINGS.

10. WHERE STEEL IS EMBEDDED IN CONCRETE OR MASONRY, PROVIDE HOLES AS REQUIRED FOR PASSAGE OF CONTINUOUS REINFORCING BARS WHERE INDICATED ON DRAWINGS.

11. DO NOT CUT HOLES IN STRUCTURAL STEEL WITHOUT APPROVAL OF THE SEOR.

12. PLACE NON-SHRINK OR DRYPACK GROUT UNDER ALL BASEPLATES AND ALLOW TO CURE UNTIL SPECIFIED STRENGTH IS REACHED BEFORE APPLYING LOADS.

13. WHERE AN HSS OR PIPE SECTION IS INSTALLED IN AN EXTERIOR CONDITION, PROVIDE CAP PLATE EACH END WITH SEAL WELD ALL AROUND.

14. PROVIDE 3" MIN CONCRETE COVER AT ALL SUBGRADE STEEL ELEMENTS.

CONCRETE MASONRY

042000-0000

1. CONCRETE MASONRY UNITS (CMU) SHALL DEVELOP THE FOLLOWING MINIMUM 28 DAY PRISM COMPRESSIVE STRENGTHS:

LOCATION	f'm	CONCRETE MASONRY UNITS	GROUT
CMU WALL BARRIER	2500 PSI	3250 PSI	2500 PSI

2. CONCRETE BLOCK SHALL CONFORM TO ASTM C90 MEDIUMWEIGHT. USE OF LIGHTWEIGHT BLOCK REQUIRES PRIOR WRITTEN APPROVAL BY THE SEOR.

3. MORTAR SHALL BE TYPE S MORTAR.

4. VERTICAL REINFORCING SHALL BE FULL HEIGHT OF WALL AND SHALL BE BRACED AT 6'-8" MAXIMUM TO PREVENT MOVEMENT WHILE GROUTING.

5. HORIZONTAL REINFORCING SHALL BE IN BOND BEAM UNITS AND TIED SECURELY TO VERTICAL REINFORCING.

6. DOWELS, ANCHORS, AND OTHER EMBEDDED ITEMS SHALL BE TIED SECURELY IN PLACE TO PREVENT MOVEMENT WHILE GROUTING. WET SETTING OR STABBING IS NOT ALLOWED.

7. LAYOUT OF MASONRY BLOCK UNITS SHALL BE PER ARCHITECTURAL DRAWINGS. BLOCK MODULES / MORTAR JOINTS SHOWN ON THESE DRAWINGS ARE FOR PRESENTATION PURPOSES ONLY, AND NOT INTENDED TO SUPERCEDE ARCHITECTURAL DESIGN REQUIREMENTS. BLOCK SHALL BE PLACED IN RUNNING BOND AND SHALL BE 8x8x16 NOMINAL UNITS, UNO. WHERE BLOCK IS REQUIRED TO BE PLACED IN STACK BOND (SEE ARCH), OPEN-ENDED UNITS (I.E., "SPEED BLOCK") SHALL BE USED.

8. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE SAFETY OF LIFT HEIGHT FOR OPEN-ENDED OR FIELD MODIFIED BLOCKS.

9. REINFORCING 8" BLOCK:

TYPICAL VERTICAL REINFORCING	#5 @ 16"OC, CENTERED, UNO
TYPICAL HORIZONTAL REINFORCING	#4 @ 24"OC, UNO

10. FILL ALL CELLS WITH GROUT. MAXIMUM GROUT LIFTS SHALL NOT EXCEED 8'-0" AND CLEANOUTS AT THE BOTTOM OF ALL CELLS SHALL BE USED UNLESS THE LIFT IS 4'-0" OR LESS. GROUT FOR EACH POUR SHALL BE STOPPED 1 1/2" BELOW THE TOP OF A BLOCK COURSE EXCEPT AT THE FINAL COURSE. ALL GROUT SHALL BE THOROUGHLY CONSOLIDATED BY VIBRATING IMMEDIATELY AFTER PLACING. SHAKING OR RODDING REBAR IS NOT ALLOWED. HORIZONTAL REINFORCING SHALL BE FULLY EMBEDDED IN GROUT IN AN UNINTERRUPTED POUR.

REINFORCING STEEL

032000-0000

1. REINFORCING GRADES FOR CONCRETE AND MASONRY:

ALL BARS UNLESS NOTED OTHERWISE	ASTM A615 OR A706, GRADE 60
TIES AND STIRRUPS	ASTM A615 OR A706, GRADE 60
WELDED WIRE FABRIC	ASTM A1064
ALL BARS TO BE WELDED	ASTM A706, GRADE 60

2. ALL BARS SHALL BE DEFORMED.

3. MAINTAIN CONCRETE COVER FROM FACE OF CONCRETE TO EDGE OF ALL REINFORCEMENT AS FOLLOWS (UNO). THE INTENT IS FOR REINFORCEMENT TO BE PLACED SO THAT IT IS AS CLOSE TO CONCRETE SURFACES AS POSSIBLE, WITHIN SPECIFIED TOLERANCES. WHILE MAINTAINING THIS MINIMUM PROTECTION. PROVIDE THE LARGEST COVER REQUIRED FOR ALL APPLICABLE CONDITIONS. WHERE #3 STIRRUPS OR TIES ARE USED, ENSURE THAT THE COVER FOR LONGITUDINAL BARS IS ADEQUATE.

CONDITION	COVER
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
FORMED AND EXPOSED TO EARTH OR WEATHER	
#6 BARS AND LARGER	2"
#5 BARS AND SMALLER	1 1/2"
UNEXPOSED RAISED SLABS AND WALL FACES (#11 BARS AND SMALLER)	3/4"
UNEXPOSED COLUMNS AND BEAMS	1 1/2"
STRUCTURAL SLABS ON GRADE	
FROM BOTTOM OF SLAB	2"
FROM TOP OF SLAB	1 1/2"
OTHER CONCRETE NOT EXPOSED TO EARTH OR WEATHER (#11 BARS AND SMALLER)	3/4"

4. "CLEAR" OR "CLR" INDICATES DISTANCE BETWEEN SURFACES AND DOES NOT INDICATE MINIMUM UNLESS SPECIFICALLY NOTED AS SUCH. CLEAR DISTANCES ARE SUBJECT TO TOLERANCES PER CRSI.

5. REINFORCEMENT SHALL BE PLACED IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI) "MANUAL OF STANDARD PRACTICE". EACH REINFORCING BAR SHALL BE WIRED TO A CROSS BAR AT A MAXIMUM SPACING OF 24"OC. PROVIDE ALL ACCESSORIES NECESSARY TO SUPPORT REINFORCING IN POSITIONS SHOWN ON THE PLANS. DO NOT USE WOOD OR BRICK TO SUPPORT REINFORCING.

6. UNLESS OTHERWISE NOTED, REINFORCEMENT SHALL BE EQUALLY SPACED.

7. SPLICES IN CONTINUOUS REINFORCEMENT IN WALLS, FOOTINGS, ETC. SHALL HAVE A CLASS "B" LAP (1'-6" MIN) AND THE SPLICES IN ADJACENT BARS WITHIN THE SAME LAYER SHALL BE STAGGERED. VERTICAL WALL BARS SHALL BE SPLICED AT OR NEAR FLOOR LEVELS. BARS MAY BE WIRED TOGETHER AT SPLICES OR LAPS EXCEPT FOR TOP REINFORCING OF BEAMS AND SLABS OR WHERE SPECIFICALLY DETAILED TO BE SEPARATED. WELDED WIRE FABRIC SHALL BE LAPPED 12" MINIMUM.

8. ALL DOWELS, ANCHOR BOLTS AND OTHER HARDWARE TO BE SET IN CONCRETE SHALL BE TIED IN PLACE PRIOR TO PLACEMENT OF CONCRETE. NO WET SETTING, STABBING, RODDING OR OTHER MOVEMENT OF EMBEDDED ITEMS SHALL BE PERFORMED DURING PLACEMENT OF CONCRETE.

9. BEND REINFORCING BARS COLD. BARS MAY ONLY BE BENT ONCE.

10. REINFORCEMENT SHALL BE FREE FROM MUD, OIL, DIRT, LOOSE RUST, MORTAR, PAINT, GREASE AND OTHER NON-METALLIC AGENTS THAT REDUCE BOND CAPACITY. BONDED RUST OR MILL SCALE IS ACCEPTABLE PROVIDED THE MINIMUM CROSS-SECTIONAL AREA (INCULDING HEIGHT OF DEFORMATIONS) AND WEIGHT ARE MAINTAINED.

11. DOWELS BETWEEN FOOTING AND WALLS OR COLUMNS SHALL BE THE SAME GRADE, SIZE AND SPACING AS THE MAIN REINFORCING UNO.

12. ALL BARS SHALL BE MARKED SO THEIR IDENTIFICATION CAN BE MADE DURING INSPECTION.

13. CHAIRS OR SPACERS FOR REINFORCING SHALL BE PLASTIC WHEN RESTING ON EXPOSED SURFACES.

14. WHERE LONGITUDINAL REINFORCING BARS ARE PLACED IN 2 OR MORE LAYERS, BARS IN THE UPPER LAYERS SHALL BE PLACED DIRECTLY ABOVE BARS IN THE BOTTOM LAYER WITH A CLEAR SPACING BETWEEN LAYERS OF 1" MINIMUM.

15. ALL BENDS WITHIN STIRRUPS, HOOPS, AND CROSS-TIES SHALL ENGAGE A LONGITUDINAL BAR. PROVIDE #4 SPACER BAR WHERE A LONGITUDINAL BAR IS NOT SPECIFICALLY DETAILED.

16. MECHANICAL BAR SPLICES (COUPLERS) MAY BE USED AT CONTRACTOR'S OPTION IN LIEU OF LAP SPLICES AND WHERE REBAR IS SHOWN CONTINUOUS. UNLESS NOTED OTHERWISE, ALL MECHANICAL BAR SPLICES SHALL BE "TYPE 2" AS DEFINED IN ACI 318 AND AS LISTED IN THE PRODUCT SCHEDULE, AND SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

17. MECHANICAL HEADED END ANCHORS MAY BE USED AT CONTRACTOR'S OPTION IN LIEU OF STANDARD 90 DEGREE HOOKS AS LISTED IN THE PRODUCT SCHEDULE, AND SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. PROVIDE HEADED END ANCHORS WHERE CONGESTION DOES NOT ALLOW HOOKED REBAR INSTALLATION.

18. WELDING OF REINFORCING BARS SHALL BE PERFORMED PER AMERICAN WELDING SOCIETY (AWS) D1.4 USING E90XX ELECTRODES FOR A615 REINFORCING AND E80XX ELECTRODES FOR A706 REINFORCING.

POST-INSTALLED ANCHORS AND DOWELS

032000-0000

UNLESS OTHERWISE NOTED ON THE DRAWINGS, THE FOLLOWING APPLIES TO ALL POST-INSTALLED ANCHORS INTO HARDENED CONCRETE OR MASONRY, WHICH INCLUDES TYPES SUCH AS EXPANSION, WEDGE, SLEEVE, ADHESIVE/EPOXY, SHOT-PIN, SCREW AND UNDERCUT.

1. INSTALL PER THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS (MPII) EXCEPT AS OTHERWISE STATED IN THE SPECIFIED PRODUCT REPORTS. USE INSTALLATION PROCEDURES FOR CRACKED CONCRETE CONDITIONS. DO NOT USE CORE DRILL BITS FOR ANCHOR HOLES WITHOUT PRIOR SEOR APPROVAL. COPIES OF INSTALLATION INSTRUCTIONS SHALL BE MAINTAINED ON SITE.

2. CLEAN OUT ANCHOR HOLES AND SET ANCHORS PER THE PRODUCT'S THIRD PARTY EVALUATION REPORT FOR THE APPROPRIATE CONDITIONS. INSTALL UNDER SUPERVISION OF THE SPECIAL INSPECTOR WHERE REQUIRED.

3. PROVIDE CARBON STEEL ANCHORS AT DRY INTERIOR LOCATIONS AND STAINLESS STEEL TYPE 304 OR 316 AT EXTERIOR LOCATIONS AND DAMP INTERIOR LOCATIONS.

4. REINFORCING BARS TO RECEIVE CONCRETE COVER MAY BE UNCOATED.

5. ANCHORS SHALL BE CLEAN AND FREE OF DEBONDING SUBSTANCES.

6. EMBEDMENT REFERS TO THE FINAL INSTALLED EFFECTIVE DEPTH "hef" AS DEFINED IN THE PRODUCT REPORT. REQUIRED ANCHOR HOLE DEPTH FOR INSTALLATION MAY BE DEEPER.

7. EXISTING REINFORCING SHALL BE AVOIDED WHERE DRILLING FOR POST-INSTALLED ANCHORS OR CONCRETE DOWELS.

8. MAINTAIN A MINIMUM OF 2 INCHES FROM EXISTING CONDUIT AND POST-TENSIONING (WHERE OCCURS) PRIOR TO DRILLING, CORING, OR SHOOTING PINS INTO EXISTING CONCRETE OR MASONRY. USE NONDESTRUCTIVE TESTING TO LOCATE SUCH ITEMS.

9. WHERE THE FULL ANCHOR EMBEDMENT DEPTH, SPACING OR EDGE DISTANCE CANNOT BE ACHIEVED, NOTIFY THE SEOR AND IOR.

10. FILL ABANDONED HOLES WITH NON-SHRINK GROUT OR EPOXY. CLEAR DISTANCE BETWEEN NEW HOLES AND ABANDONED HOLES SHALL BE 2" OR TWO ANCHOR DIAMETERS, WHICHEVER IS GREATER, UNLESS OTHERWISE SPECIFIED BY SEOR. ANCHORS PENETRATING THROUGH WATERPROOFING OR VAPOR MEMBRANES SHALL BE SEALED OR FLASHED.

11. INSTALL IN DRY CONCRETE OR MASONRY HAVING A MINIMUM AGE OF 21 DAYS.

12. RE-USE OF SCREW ANCHORS AND SCREW ANCHOR HOLES IS NOT PERMITTED.

13. AN ACI-CRSI CERTIFIED ADHESIVE ANCHOR INSTALLER IS REQUIRED FOR THE INSTALLATION OF ADHESIVE ANCHORS IN HORIZONTAL AND OVERHEAD CONDITIONS.

WELDING

051200-0000

1. WELDING PROCEDURES, ELECTRODES AND WELDER QUALIFICATIONS SHALL CONFORM TO AWS AND AISC REQUIREMENTS.

2. ALL WELDERS SHALL HAVE EVIDENCE OF PASSING THE AWS STANDARD QUALIFICATION TESTS, AND SHALL BE CERTIFIED FOR THE WORK THEY ARE PERFORMING.

3. PROJECT WELDING SHALL BE PERFORMED ONLY IN ACCORDANCE WITH WELDING PROCEDURE SPECIFICATIONS (WPS) SUBMITTED BY THE CONTRACTOR AND REVIEWED BY THE SEOR AND PROJECT WELDING INSPECTOR. THE WPS SHALL BE IN ACCORDANCE WITH THE APPLICABLE AWS.

4. WELDING OF STRUCTURAL STEEL SHALL BE PERFORMED PER AWS D1.1 USING E70XX ELECTRODES UNLESS OTHERWISE NOTED.

5. ALL FULL PENETRATION WELDS SHALL BE ULTRA-SONIC TESTED PER AWS D1.1 AND D1.8 REQUIREMENTS AS APPLICABLE.

6. ALL GROOVE OR BUTT WELDS SHALL BE COMPLETE PENETRATION WELDS, UNO. ALL EXPOSED BUTT WELDS SHALL BE GROUND SMOOTH.

7. ALL EXPOSED WELDS ON ARCHITECTURALLY EXPOSED STRUCTURAL STEEL (AESS) SHALL COMPLY WITH AISC CODE OF STANDARD PRACTICE, SECTION 10.

8. FIELD WELDS HAVE BEEN INDICATED WHERE THEY ARE EXPECTED TO OCCUR. THE CONTRACTOR SHALL DETERMINE THE ACTUAL FIELD WELDING NECESSARY TO COMPLETE THE PROJECT AND INCLUDE ALL ASSOCIATED COSTS WITHIN THE BASE BID.

9. ALL SPECIFIED FILLET WELD SIZES ARE MINIMUM SIZES. INCREASE WELDS TO AISC MINIMUM SIZES BASED ON THICKNESSES OF MATERIALS JOINED.

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EXISTING SECOND FLOOR PLAN

CITY OF REDLANDS
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SEAL

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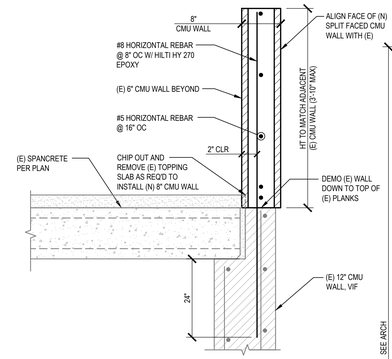
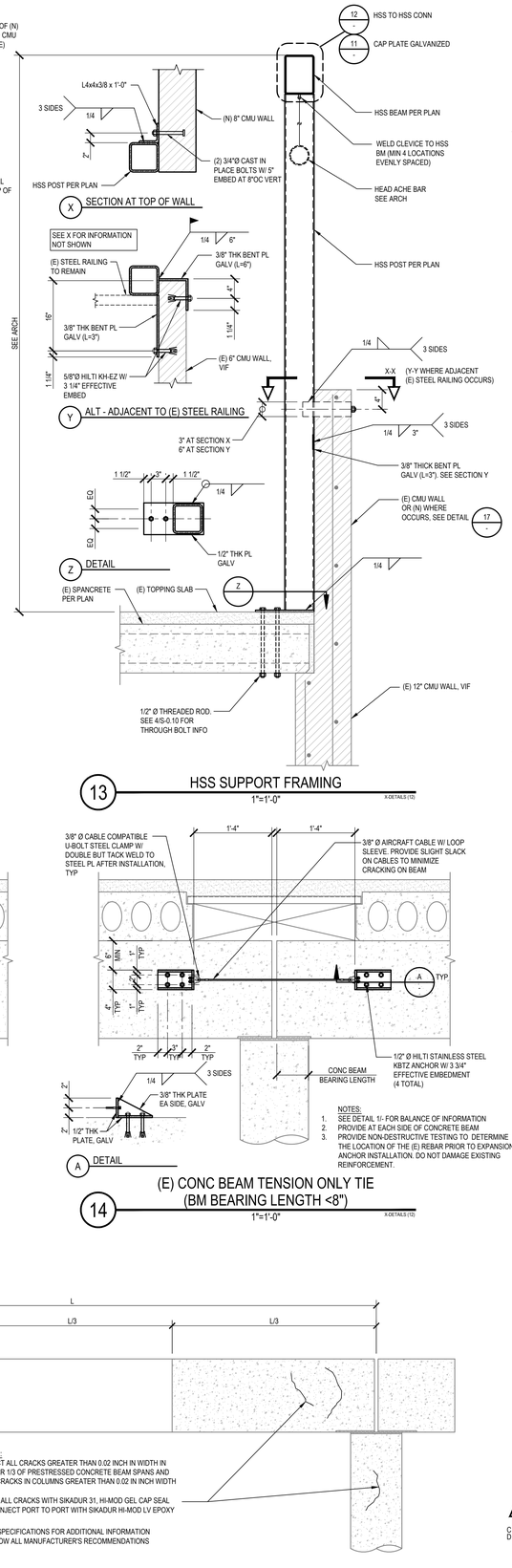
PROJECT NUMBER: 23-26102.00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25

REVISION	DATE	DESCRIPTION
1	01.08.25	CONSTRUCTION DOCS

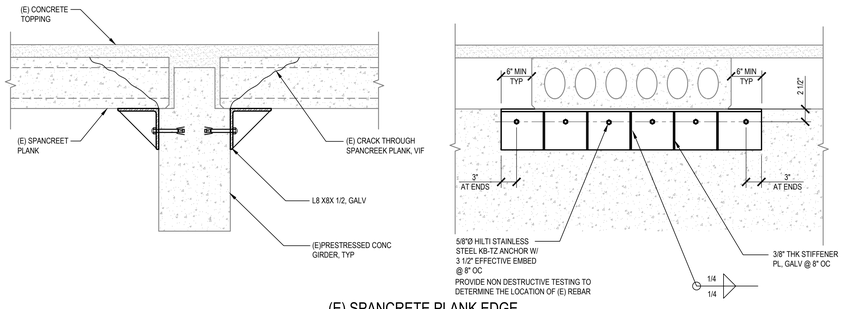
S0.02



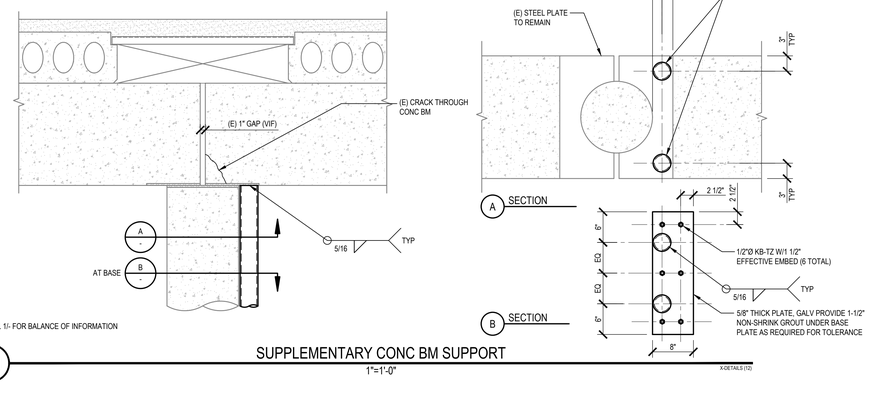
17 — 8" CMU WALL BARRIER
NTS X-DETAILS (12)



13 — HSS SUPPORT FRAMING
1"=1'-0" X-DETAILS (12)

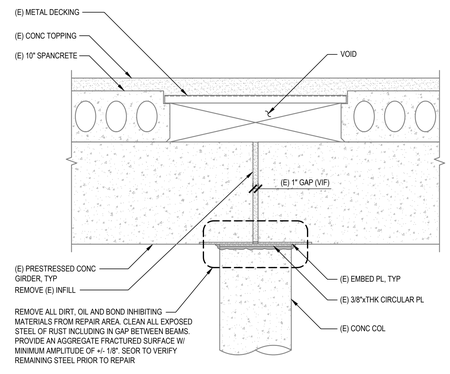


5 — (E) SPANCRETE PLANK EDGE SUPPLEMENTARY SUPPORT
1"=1'-0" X-DETAILS (12)

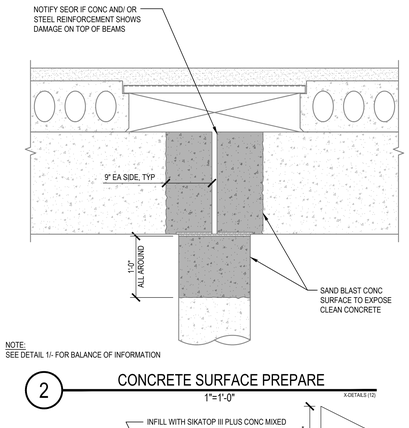


NOTE:
SEE DETAIL 1/- FOR BALANCE OF INFORMATION

10 — SUPPLEMENTARY CONC BM SUPPORT
1"=1'-0" X-DETAILS (12)

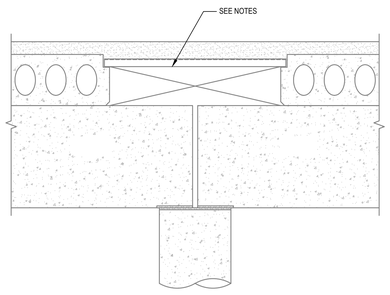


1 — STEEL PLATE RUST REMOVAL
1"=1'-0" X-DETAILS (12)



NOTE:
SEE DETAIL 1/- FOR BALANCE OF INFORMATION

2 — CONCRETE SURFACE PREPARE
1"=1'-0" X-DETAILS (12)

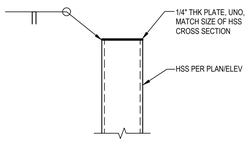


NOTES:
1. SANDBLAST (E) METAL DECK TO REMOVE STEEL CORROSION.
2. WHERE (E) METAL DECK HAS COMPLETELY CORRODED AND/OR IS MISSING, REMOVE REMAINING (E) METAL DECK BY CUTTING LOCALIZED CORRODED AREA AND SANDBLAST AFFECTED AREAS NEAR BY AS NEEDED.
3. APPLY GALVANIZED ZINC-RICH PAINT AFTER STEEL CORROSION HAS BEEN REMOVED.

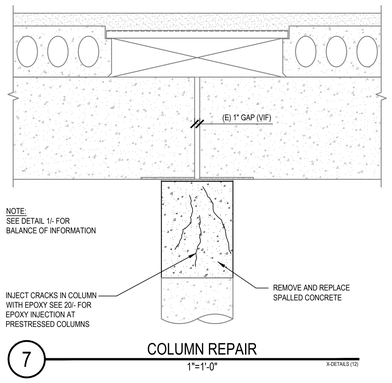
19 — (E) METAL DECK CORROSION REPAIR
1"=1'-0" X-DETAILS (12)

NOTES:
1. SEE DETAIL 1/- FOR BALANCE OF INFORMATION
2. PROVIDE AT EACH SIDE OF CONCRETE BEAM
3. PROVIDE NON-DESTRUCTIVE TESTING TO DETERMINE THE LOCATION OF THE (E) REBAR PRIOR TO EXPANSION ANCHOR INSTALLATION. DO NOT DAMAGE EXISTING REINFORCEMENT.

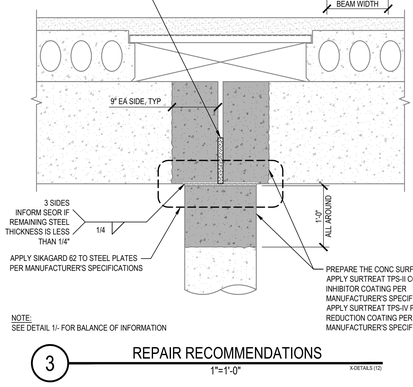
14 — (E) CONC BEAM TENSION ONLY TIE (BM BEARING LENGTH <8")
1"=1'-0" X-DETAILS (12)



11 — HSS CAP PLATE
NTS 001200_20-0105



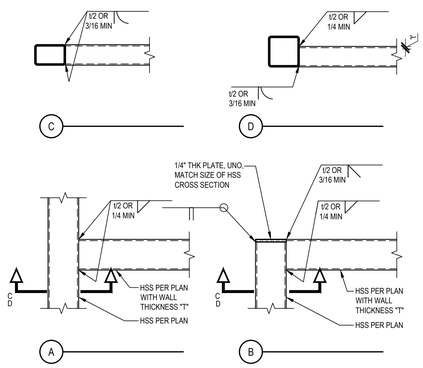
7 — COLUMN REPAIR
1"=1'-0" X-DETAILS (12)



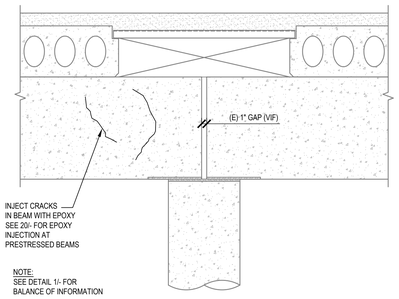
NOTE:
SEE DETAIL 1/- FOR BALANCE OF INFORMATION

3 — REPAIR RECOMMENDATIONS
1"=1'-0" X-DETAILS (12)

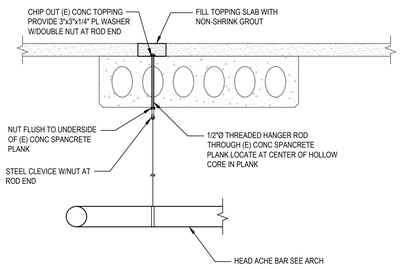
20 — TYPICAL EPOXY CRACK REPAIR AT (E) CONC BEAMS AND COLUMNS
NTS



12 — HSS TO HSS CONNECTIONS
NTS 001200_01-0108



8 — (E) BEAM CRACK REPAIR
1"=1'-0" X-DETAILS (12)



4 — HEAD ACHE BAR ATTACHEMENT TO (E) SPANCRETE PLANK
1"=1'-0" X-DETAILS (12)

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DETAILS

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SCALE:

sgh ARCHITECTS

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PROJECT NUMBER: 23-25102-00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25

REVISION	DATE	DESCRIPTION:
1	01.08.25	CONSTRUCTION DOCS

S-0.10

COLUMN AT GRID	PLATE CORROSION LEVEL	PICTURE ID (SEE SHEET S-2.01 & S-2.02)	SUGGESTED REPAIR DETAIL PER SHEET S-0.10
A-1	MEDIUM	RED-001	1
A-2	MEDIUM	RED_002	1
A-3	MEDIUM	RED_003	1
A-4	LOW	RED_004	1
A-5	MEDIUM	RED_005	1
A-6	LOW	RED_006	1
A-7	LOW	RED_007	1
A-8	LOW	RED_008	1
A-9	LOW	RED_009	1
A-10	MEDIUM	RED_010	1

COLUMN AT GRID	PLATE CORROSION LEVEL	ADDITIONAL COMMENTS	PICTURE ID (SEE SHEET S-2.01 & S-2.02)	SUGGESTED REPAIR DETAIL PER SHEET S-0.10
B-1	MEDIUM		RED-011	1
B-2	MEDIUM	(1) (HIGH), (2) (LOW; AT BM END), (3) (HIGH; AT BM END), (4), (5)	RED_012, RED_013	1,2,3,7,8
B-3	HIGH	(1) (HIGH), (2) (LOW; AT BM END), (3) (HIGH; AT BM END), (4), (5)	RED_014, RED_015	1,2,3,7,8
B-4	LOW	(1) (HIGH), (2) (LOW; AT BM END), (3) (LOW; AT BM END), (4), (5)	RED_016, RED_017	1,2,3,8
B-5	HIGH	(1) (MEDIUM), (2) (MEDIUM; AT COL), (3) (HIGH; AT BM END), (4), (5), (6) (AT COL), (7) (AT BM END),	RED_018, RED_019	1,2,3,7,8,10
B-6	LOW	(1) (HIGH), (2) (LOW; AT BM END), (3) (LOW; AT BM END), (4), (5)	RED_020, RED_021	1,2,3
B-7	LOW	(1) (HIGH), (2) (LOW; AT BM END), (3) (LOW; AT BM END), (4), (5)	RED_022, RED_023	1,2,3
B-8	MEDIUM	(1) (HIGH), (2) (MEDIUM; AT BM END & COL), (3) (HIGH; AT BM END), (4), (5), (6) (AT COL), (8)	RED_024, RED_025, RED_026	1,2,3,7,8
B-9	HIGH	(1) (HIGH), (2) (MEDIUM; AT BM END & COL), (3) (MEDIUM; AT BM ENDS), (4), (5)	RED_027, RED_028, RED_029	1,2,3
B-10	HIGH	(1) (HIGH), (4), (5)	RED_030, RED_031, RED_032, RED_033	1,2,3,10
B2-10	MEDIUM		RED_034	1

COLUMN AT GRID	PLATE CORROSION LEVEL	PICTURE ID (SEE SHEET S-2.01 & S-2.02)	SUGGESTED REPAIR DETAIL PER SHEET S-0.10
C-1	MEDIUM	RED-035	1
C-2	LOW	RED_036	1
C-3	MEDIUM	RED_037	1
C-4	MEDIUM	RED_038	1
C-5	LOW	RED_039	1
C-6	MEDIUM	RED_040	1
C-7	MEDIUM	RED_041	1
C-8	MEDIUM	RED_042	1
C-9	LOW	RED_043	1

LOCATION MARK ON PLAN	COMMENTS	PICTURE ID (SEE SHEET S-2.01 & S-2.02)
1	PORTION OF WALL MISSING, EXPOSED REBAR	RED-044
2	MTL DECK CORROSION	RED_045
3	MTL DECK CORROSION	RED_046
4	MTL DECK CORROSION (HIGH)	RED_047
5	MTL DECK CORROSION (HIGH)	RED_048
6	MTL DECK CORROSION (HIGH)	RED_049
7	MTL DECK CORROSION (HIGH)	RED_050
8	MTL DECK CORROSION (HIGH)	RED_051
9	MTL DECK CORROSION	RED_052
10	MTL DECK CORROSION & CONC PLANK AT BM SUPPORT	RED_053, RED_054
11	MTL DECK CORROSION & CONC PLANK AT BM SUPPORT	RED_055
12	CONC BM SPALLING	RED_056
13	MTL DECK CORROSION & CONC PLANK AT BM SUPPORT	RED_057
14	MTL DECK CORROSION & CONC PLANK AT BM SUPPORT	RED_058
15	PORTION OF WALL MISSING, EXPOSED REBAR	RED_059

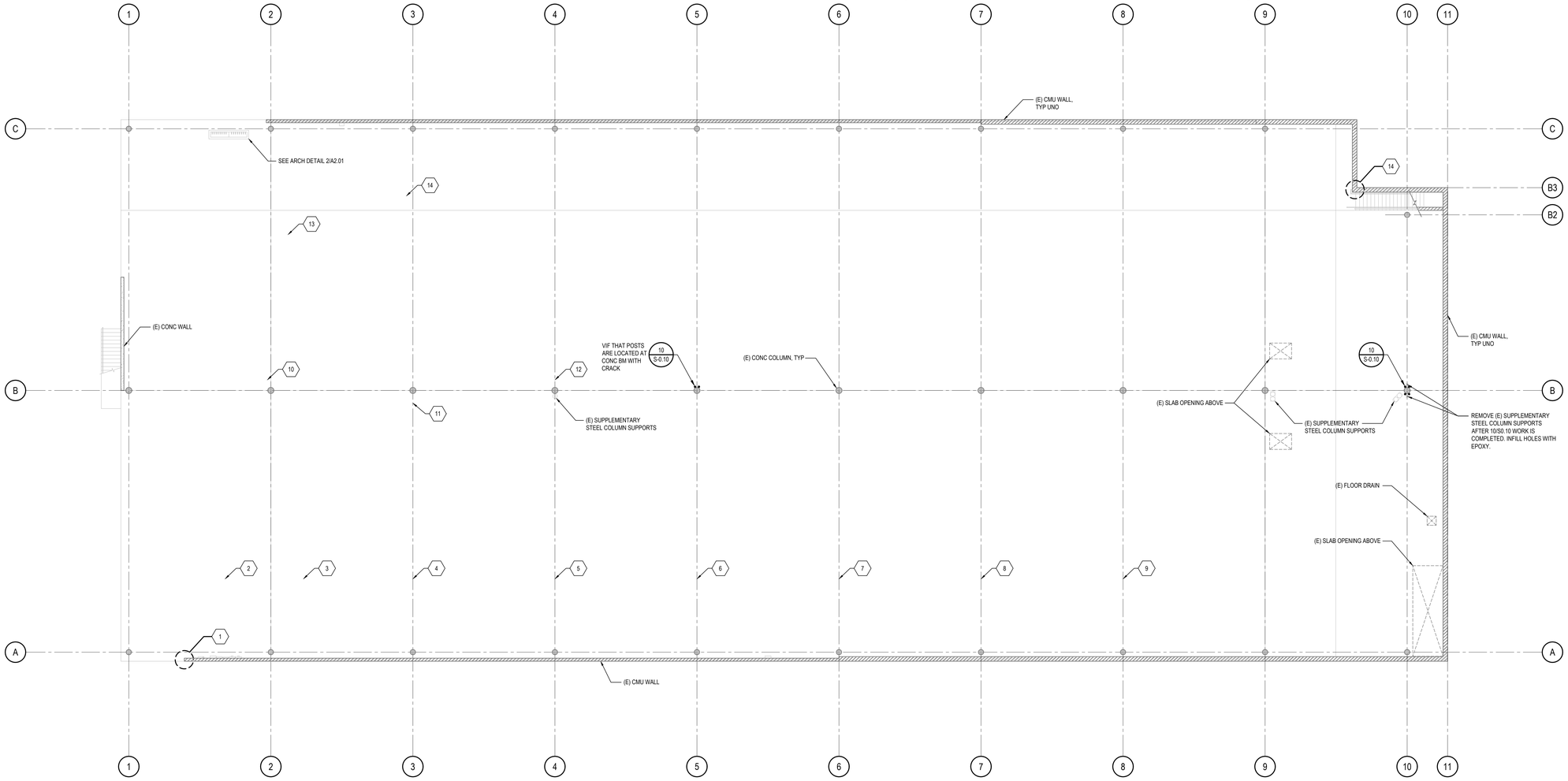
KEY NOTES: (1) WATER MARKS (2) CONC SPALLING (3) HAIRLINE CRACKS (4) MTL DECK CORROSION (5) CONC PLANK CRACKS AT BM SUPPORT (6) EXPOSED REBAR (7) CRACKS PROPAGATING THROUGH BM SECTION (8) COMPRESSION CRACKS AT COLUMN

1A STRUCTURAL DAMAGES AT COLUMN LOCATIONS ALONG GRID A

1B STRUCTURAL DAMAGES AT COLUMN LOCATIONS ALONG GRID B

1C STRUCTURAL DAMAGES AT COLUMN LOCATIONS ALONG GRID C

1D ADDITIONAL STRUCTURAL DAMAGES AT NON-COLUMN LOCATIONS



north

EXISTING LOWER LEVEL PLAN (P1)

3/32" = 1'-0"

NOTES:
1. REFER TO AS BUILT DRAWINGS FOR INFORMATION NOT SHOWN.
2. SEOR TO BE NOTIFIED IF ADDITIONAL STRUCTURAL DAMAGES ARE DISCOVERED DURING CONSTRUCTION.
3. REFER TO DETAIL 5/S-0.10 WHERE CRACKS ARE PRESENT THROUGH (E) SPANCRETE PLANK, VIF.
4. REFER TO DETAIL 14/S-0.10 WHERE (E) CONC BEAM BEARING LENGTH ON (E) CONC COLUMN IS LESS THAN 8".
5. REFER TO DETAIL 19/S-0.10 WHERE (E) METAL DECK CORROSION IS PRESENT.

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EXISTING LOWER LEVEL FOUNDATION PLAN (P1)

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

SEALS

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PROJECT NUMBER: 23-25102.00
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PROJECT ISSUED: 01.08.25
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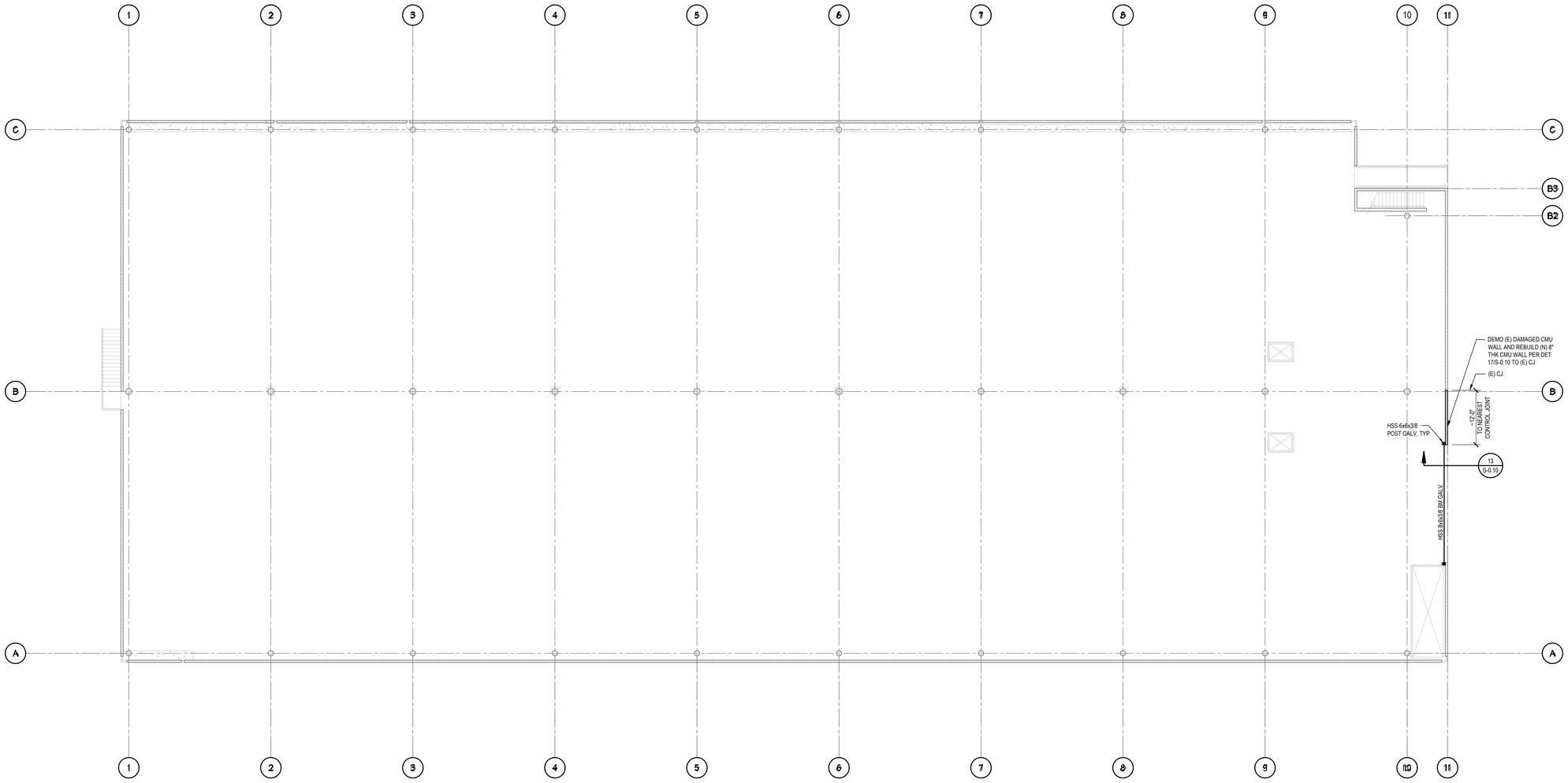
1 01.08.25 CONSTRUCTION DOCS

S1.01



EXISTING UPPER LEVEL FRAMING PLAN (STREET LEVEL)

3/32" = 1'-0"

NOTES:
1. REFER TO AS BUILT DRAWINGS FOR INFORMATION NOT SHOWN.
2. SEOR TO BE NOTIFIED IF ADDITIONAL STRUCTURAL DAMAGES ARE DISCOVERED DURING CONSTRUCTION.
3. REFER TO DETAIL 5/S-0.10 WHERE CRACKS ARE PRESENT THROUGH (E) SPANCRETE PLANK
4. REFER TO DETAIL 14/S-0.10 WHERE (E) CONC BEAM BEARING LENGTH ON (E) CONC COLUMN IS LESS THAN 8"
5. REFER TO DETAIL 19/S-0.10 WHERE (E) METAL DECK CORROSION IS PRESENT.

north

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EXISTING UPPER LEVEL FRAMING PLAN (STREET LEVEL)

CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

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PROJECT NUMBER: 23-26102.00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25

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1	01.08.25	CONSTRUCTION DOCS

S1.21


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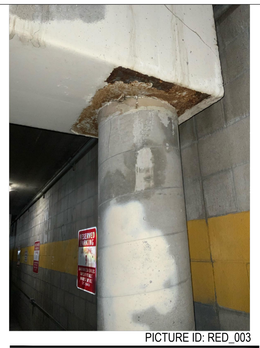
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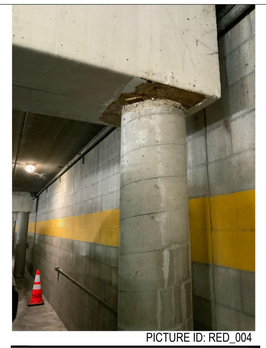
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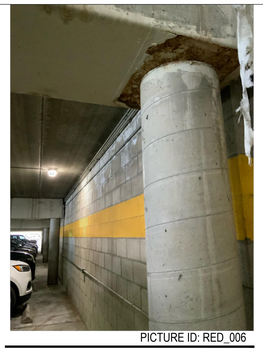
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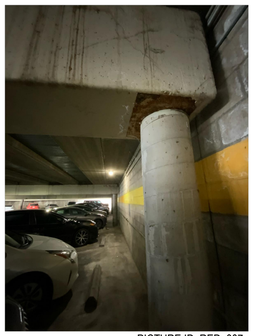
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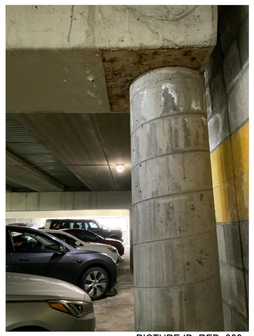
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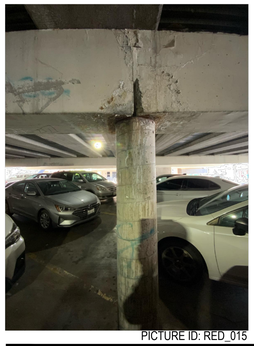
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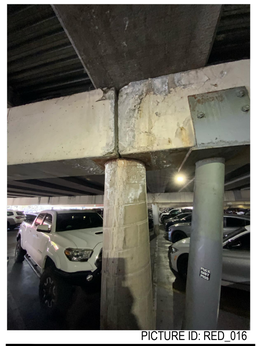
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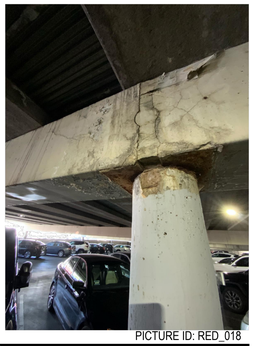
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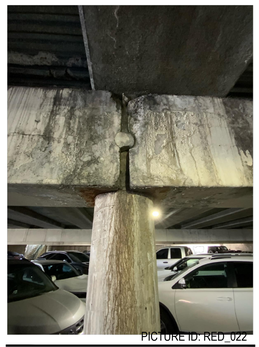
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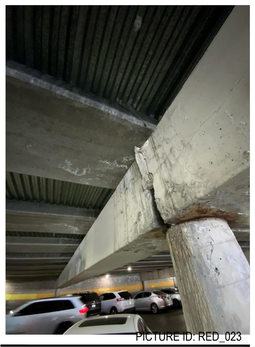
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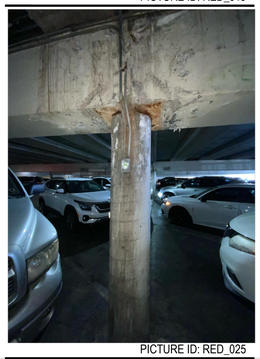
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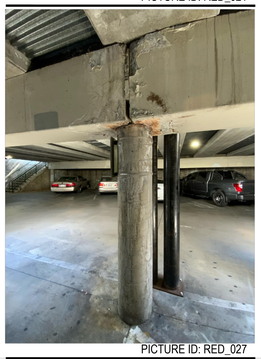
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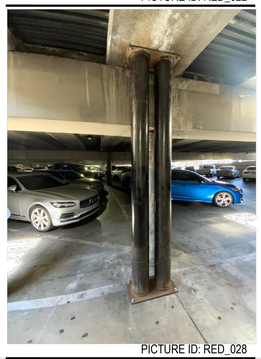
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CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIR
E. CITRUS AVENEUE & S. 6th STREET, REDLANDS CA 92373

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PROJECT NUMBER: 23-26102.00
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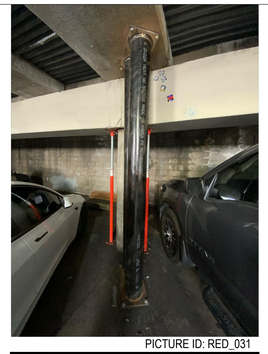
S2.01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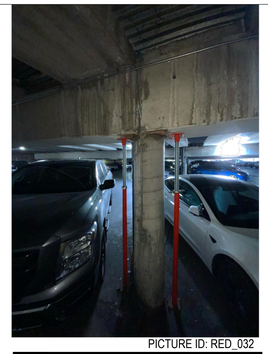
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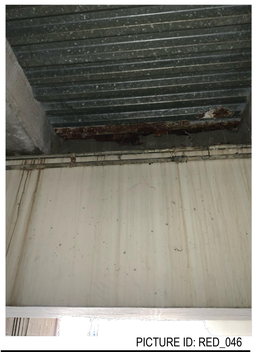
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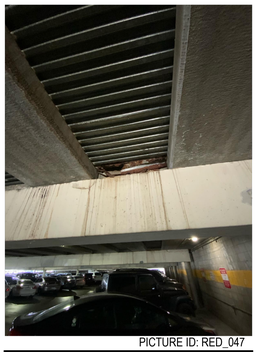
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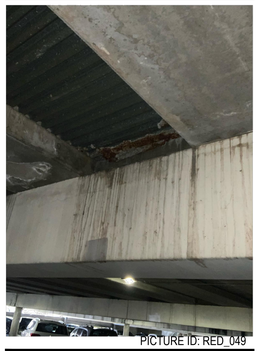
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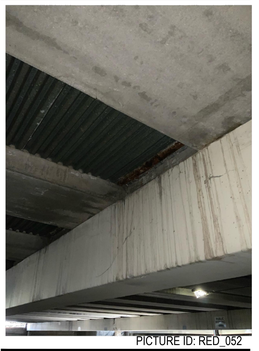
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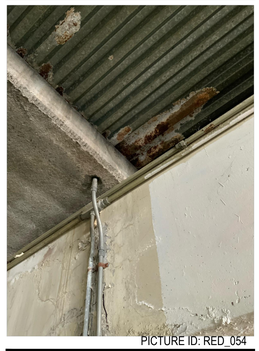
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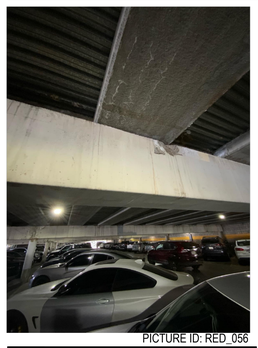
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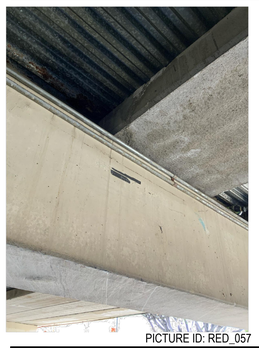
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PICTURE ID: RED_059

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E. CITRUS AVENUE & S. 6th STREET, REDLANDS CA 92373

PHOTOS

DETAILS

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PROJECT NUMBER: 23-26102-00
PROJECT STATUS: CONSTRUCTION DOCS
PROJECT ISSUED: 01.08.25

REVISION	DATE	DESCRIPTION
1	01.08.25	CONSTRUCTION DOCS

S2.02

CITY OF REDLANDS
MUNICIPAL UTILITIES &
ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIRS FCS013025DC

RECYCLED PAPER

JANUARY 2025

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIRS FCS013025DC

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:
Mario Saucedo, Mayor
Marc Shaw, Mayor Pro Tem
Paul Barich, Councilmember
Eddie Tejeda, Councilmember
Denise Davis, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

JANUARY 2025

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CITRUS AVENUE PARKING STRUCTURE **MAINTENANCE** AND REPAIRS

FCS013025DC

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TECHNICAL SPECIFICATIONS

REFER TO THE PROJECT MANUAL ATTACHED AS PART OF THIS BID PACKAGE INCLUDES TECHNICAL SPECIFICATIONS.

APPENDIX

APPENDIX A	CHECKLIST OF LABOR LAW REQUIREMENTS
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NOTICE INVITING SEALED PROPOSALS (NIB)
For
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIRS
FCS013025DC

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 **February 27, 2025**, 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: CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIRS, FCS013025DC.**

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-8" 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 Gerard Nepomuceno, Project Manager, at 909-798-7584 Ext 4. 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.

Dated this 30th day of January, 2025

Jeanne Donaldson

Jeanne Donaldson, City Clerk,
City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIRS
FCS013025DC

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: CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIRS, FCS013025DC

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-8" 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

CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIRS
FCS013025DC

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
BASE BID

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
41	Maintenance and Repairs per Plans, Specifications, and Project Manual	LUMP SUM	N/A	$_____
			BASE BID TOTAL PRICE	**$_____**

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 10. 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 FCS013025DC.

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 FCS013025DC 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 FCS013025DC, 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 FCS013025DC 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: Citrus Avenue Parking Structure Maintenance and Repairs Project, Project No. FCS013025DC, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Citrus Avenue Parking Structure Maintenance and Repairs Project, Project No. FCS013025DC (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 thirty (30) 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 ($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:_____
Marion Saucedo, 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
Facilities and Community Services Department
Citrus Avenue Parking Structure Maintenance and Repairs Project
Project No. FCS013025DC_

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 _____, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Citrus Avenue Parking Structure Maintenance and Repairs Project, Project No. FCS013025DC 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 _____, 20__, and identified as _____ 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)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
(Seal and Notarial Acknowledgement of Surety)	_____
	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, 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. 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, Equal Tile, 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.

GENERAL REQUIREMENTS

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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. Maintenance and Repairs Per Plans, Specifications, and Project Manual, Bid Item 1:

Payment for the Maintenance and Repairs Per Plans, Specifications, and Project Manual shall be made based on an itemized breakdown of schedule of values at the lump sum price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and complete per the plans, specifications and satisfaction of the Engineer.

Payment shall be made based on the completed percentage of activities in the schedule of values 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.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

PART ONE -- 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**

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

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone :

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			0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00			0.0	$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			0.0	$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		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

	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		$0.00	0.0	$0.00
	TOTALS				$0.00		$0.00		$0.00		$0.00

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

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

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 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

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 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

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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:

_____

_____

_____

APPENDIX B
CITY OF REDLANDS
WORKDAY CONSTRUCTION SCHEDULE

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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

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APPENDIX C
PERMITS

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 05-06-2025

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

APPENDIX D
CITY OF REDLANDS CONTRACTOR SAFETY PROGRAM

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CONTRACTOR SAFETY PROGRAM

Rev. July 2024

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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 overheadlifting.
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 ofthese.
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. businesseconomy.
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 thesecriteria.
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 providedaccess 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 asneeded;
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 thisprogram.

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 always be available 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 always be at the work site;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall always be available 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 the 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 the 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 because 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 always worn during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. The Contractor shall provide PPE.
    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 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 an increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining the 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. The contractor will ensure that all personnel are 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 the 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 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 the 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 valuable 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 threeyears?	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 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.

_ _

To be completed by Contractor

Corrective action plan to abate hazards:

_____
_____
_____
_____
_____
_____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks:

_____
_____
_____
_____
_____
_____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigate	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:		

Project Manual

CITRUS AVENUE PARKING STRUCTURE MAINTENANCE AND REPAIRS

City of Redlands

707 Brookside Avenue
Redlands, CA 92373
909- 375-3030

January 2025
SGH Project No. 23-26102-00

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SEALS PAGE

ARCHITECT

SGH ARCHITECTS
707 Brookside Avenue
Redlands, California 92373
Michael J. Stephens, AIA, NCARB
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CITY OF REDLANDS
CITRUS AVENUE PARKING STRUCTURE
MAINTENANCE AND REPAIRS

COVER SHEET

SEALS PAGE

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SECTION 01 10 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Work restrictions.
5. Specification and Drawing conventions.
6. Miscellaneous provisions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 01 73 00 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

A. Project Identification: Citrus Avenue Parking Structure Maintenance and Repair

1. Project Location: East Citrus Avenue & 6th Street, Redlands CA. 92373.

B. Owner: City of Redlands.

1. Owner's Representative: Don Craw

C. Architect: SGH Architects.

1. Architect's Representative: Slade Johnson, Senior Associate

D. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.

1. See Section 013100 "Project Management and Coordination." for requirements for using web-based Project software.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1. The project consists of repairing old concrete, restriping a parking garage, fixing damaged mortar and CMU wall elements, cleaning, painting, sealing of upper level deck and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

A. Unrestricted Use of Site: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways parking garage, and entrances serving premises clear and available to emergency vehicles at all times. Okay to use these areas for parking or for storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.

1.7 WORK RESTRICTIONS

A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to between 5 a.m. to 7 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

C. Smoking and Controlled Substance Restrictions: Use of tobacco products , alcoholic beverages, and other controlled substances on Project site is not permitted.

1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.

3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.

4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual. The first two digits of the keynote refers to the specification section number.

1.9 MISCELLANEOUS PROVISIONS

END OF SECTION

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Contingency allowances.

2. Testing and inspecting allowances.

C. Related Requirements:

1. Section 01 22 00 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

2. Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

3. Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

1. None

1.8 UNIT-COST ALLOWANCES

1. None

1.9 QUANTITY ALLOWANCES

1. None

1.10 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.11 TESTING AND INSPECTING ALLOWANCES

A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.

B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

C. Costs of testing and inspection services not specifically required by the Contract Documents are Contractor responsibilities and are not included in the allowance.

D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.12 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.

2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.

3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.

4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Miscellaneous work related concerns $10,000.00

1. This allowance includes material cost, receiving, handling, and installation and Contractor overhead and profit.

END OF SECTION

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.

B. Execute accepted alternates under the same conditions as other Work of the Contract.

C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. None

END OF SECTION

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SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 01 31 00 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on web-based Project management software.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

2. Within 7 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.8 WORK CHANGE DIRECTIVE

A. Work Change Directive: Architect may issue a Work Change Directive on form provided as part of web-based Project management software. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Document 004373 "Proposed Schedule of Values Form" for requirements for furnishing proposed schedule of values with bid.

2. Section 01 21 00 "Allowances" for procedural requirements governing the handling and processing of allowances.

3. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

4. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.

1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date, but no later than 5 days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Owner's name.

c. Owner's Project number.
d. Name of Architect.
e. Architect's Project number.
f. Contractor's name and address.
g. Date of submittal.

2. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:

a. Related Specification Section or division.
b. Description of the Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
1) Labor.
2) Materials.
3) Equipment.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site.

5. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703as form for Applications for Payment.

1. Other Application for Payment forms proposed by the Contractor may be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.

2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.

3. Provide summary documentation for stored materials indicating the following:

a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

2. When an application shows completion of an item, submit conditional final or full waivers.

3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.

2. Schedule of values.

3. Contractor's construction schedule (preliminary if not final).

4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.

5. Products list (preliminary if not final).

6. Sustainable design action plans, including preliminary project materials cost data.

7. Schedule of unit prices.

8. Submittal schedule (preliminary if not final).

9. List of Contractor's staff assignments.

10. List of Contractor's principal consultants.

11. Copies of building permits.

12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

13. Initial progress report.

14. Report of preconstruction conference.

15. Certificates of insurance and insurance policies.

16. Performance and payment bonds.

17. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 01 77 00 "Closeout Procedures."

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.

2. Certification of completion of final punch list items.

3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

4. Updated final statement, accounting for final changes to the Contract Sum.

5. AIA Document G706.

6. AIA Document G706A.

7. AIA Document G707.

8. Evidence that claims have been settled.

9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

10. Final liquidated damages settlement statement.

11. Proof that taxes, fees, and similar obligations are paid.

12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Web-based Project management software package.
6. Project meetings.

B. Related Requirements:

1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. BIM: Building Information Modeling.

B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, in web-based Project software directory. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination of Multiple Contracts: Each contractor shall cooperate with Project coordinator, who shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.

2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.

5. Progress meetings.

6. Preinstallation conferences.

7. Project closeout activities.

8. Startup and adjustment of systems.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

   a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
   b. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
   c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
   e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
   f. Indicate required installation sequences.
   g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, plumbing, and electrical Work. Supplement plan drawings with section drawings where required to adequately represent the Work.

2. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures."

1.7 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.

2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.

2. Owner name.

3. Owner's Project number.

4. Name of Architect.

5. Architect's Project number.

6. Date.

7. Name of Contractor.

8. RFI number, numbered sequentially.

9. RFI subject.

10. Specification Section number and title and related paragraphs, as appropriate.

11. Drawing number and detail references, as appropriate.

12. Field dimensions and conditions, as appropriate.

13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

14. Contractor's signature.

15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

1. Attachments shall be electronic files in PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow three days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for approval of Contractor's means and methods.
d. Requests for coordination information already indicated in the Contract Documents.
e. Requests for adjustments in the Contract Time or the Contract Sum.
f. Requests for interpretation of Architect's actions on submittals.
g. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 3 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of web-based Project management software. Include the following:

1. Project name.

2. Name and address of Contractor.

3. Name and address of Architect.

4. RFI number, including RFIs that were returned without action or withdrawn.

5. RFI description.

6. Date the RFI was submitted.

7. Date Architect's response was received.

8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.

1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.

2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.

3. Digital Drawing Software Program: Contract Drawings are available in PDF or DWG.

1.9 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 7 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Responsibilities and personnel assignments.
b. Tentative construction schedule.
c. Phasing.

d. Critical work sequencing and long lead items.
e. Designation of key personnel and their duties.
f. Lines of communications.
g. Use of web-based Project software.
h. Procedures for processing field decisions and Change Orders.
i. Procedures for RFIs.
j. Procedures for testing and inspecting.
k. Procedures for processing Applications for Payment.
l. Distribution of the Contract Documents.
m. Submittal procedures.
n. Preparation of Record Documents.
o. Use of the premises and existing building.
p. Work restrictions.
q. Working hours.
r. Owner's occupancy requirements.
s. Responsibility for temporary facilities and controls.
t. Procedures for moisture and mold control.
u. Procedures for disruptions and shutdowns.
v. Construction waste management and recycling.
w. Parking availability.
x. Office, work, and storage areas.
y. Equipment deliveries and priorities.
z. First aid.
aa. Security.
bb. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.

m. Manufacturer's written instructions.
n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Testing and inspecting requirements.
s. Installation procedures.
t. Coordination with other work.
u. Required performance results.
v. Protection of adjacent work.
w. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's Construction Schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Unusual event reports.

B. Related Requirements:

1. Section 01 40 00 "Quality Requirements" for schedule of tests and inspections.
2. Section 01 29 00 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file.

2. PDF file.

B. Startup construction schedule.

1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.

2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.

3. Total Float Report: List of activities sorted in ascending order of total float.

4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Daily Construction Reports: Submit at weekly intervals.

G. Material Location Reports: Submit at weekly intervals.

H. Site Condition Reports: Submit at time of discovery of differing conditions.

I. Unusual Event Reports: Submit at time of unusual event.

J. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

1.6 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.

2. Coordinate each construction activity in the network with other activities, and schedule them in proper sequence.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1. Use Microsoft Project for current Windows operating system.

2. In-House Option: Owner may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.

3. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.

2. Temporary Facilities: Indicate start and completion dates for the following as applicable:

a. Securing of approvals and permits required for performance of the Work.
b. Temporary facilities.
c. Construction of mock-ups, prototypes and samples.
d. Owner interfaces and furnishing of items.
e. Interfaces with Separate Contracts.
f. Regulatory agency approvals.
g. Punch list.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.

4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

5. Punch List and Final Completion: Include not more than 10 days for completion of punch list items and Final Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.
c. Purchases.
d. Sample testing.
e. Deliveries.
f. Installation.
g. Tests and inspections.
h. Adjusting.
i. Curing.

2. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

a. Structural completion.
b. Temporary enclosure
c. Permanent space enclosure.

d. Substantial Completion.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

F. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Section 01 29 00 "Payment Procedures" for cost reporting and payment procedures.

G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.

2. Unanswered Requests for Information.

3. Rejected or unreturned submittals.

4. Notations on returned submittals.

5. Pending modifications affecting the Work and the Contract Time.

H. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

3. As the Work progresses, indicate Final Completion percentage for each activity.

I. Recovery Schedule: When periodic update indicates the Work is 7 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

J. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.8 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 21 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.9 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Concealed Work photographs.
3. Periodic construction photographs.
4. Final Completion construction photographs.
5. Preconstruction video recordings.
6. Periodic construction video recordings.
7. Construction webcam.

B. Related Requirements:

1. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.3 INFORMATIONAL SUBMITTALS

A. Digital Photographs: Submit image files within three days of taking photographs.

1. Submit photos by uploading to web-based Project management software site

B. Printed Photographs: Submit [two] <Insert number> sets of prints of each photographic view within [seven] <Insert number> days of taking photographs.

1. Format: 8-by-10-inch (203-by-254-mm) smooth-surface matte prints on single-weight, paper; enclosed back to back in clear plastic sleeves punched for three-ring binder. Include copy of key plan indicating each photograph's location and direction. Provide one binder for each set of prints.

1.4 CONSTRUCTION PHOTOGRAPHS

A. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.

B. Periodic Construction Photographs: Take 20 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

C. Final Completion Construction Photographs: Take 20 photographs after date of Substantial Completion for submission as Project Record Documents.

D. Additional Photographs: Architect or Owner may request photographs in addition to periodic photographs specified.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.

2. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

3. Section 01 32 33 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.

4. Section 01 40 00 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.

5. Section 01 77 00 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.

6. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.

2. Date.

3. Name of Architect.

4. Name of Contractor.

5. Name of firm or entity that prepared submittal.

6. Names of subcontractor, manufacturer, and supplier.

7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.

8. Category and type of submittal.

9. Submittal purpose and description.

10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.

11. Drawing number and detail references, as appropriate.

12. Indication of full or partial submittal.

13. Location(s) where product is to be installed, as appropriate.

14. Other necessary identification.

15. Remarks.

16. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

E. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software.

1.4 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.

a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 5 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 5 days for review of each resubmittal.

4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 3 days for initial review of each submittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block, and clearly indicate extent of revision.

3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.5 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.

2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.

f. Specification paragraph number and generic name of each item.

3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.

4. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.

5. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.

6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

7. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

8. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.

2. Manufacturer and product name, and model number if applicable.

3. Number and name of room or space.

4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.

2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.

5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.

6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.

2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on

evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

   a. Name of evaluation organization.
   b. Date of evaluation.
   c. Time period when report is in effect.
   d. Product and manufacturers' names.
   e. Description of product.
   f. Test procedures and results.
   g. Limitations of use.

1.6 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

   1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit [digitally signed PDF file] [and] [three] <Insert number> paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

   1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.7 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

1.8 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.

   1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.

   2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

   3. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.

B. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

1. Section 01 21 00 "Allowances" for testing and inspection allowances.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of [five] <Insert number> previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.

1. Mockups are used for one or more of the following:

    a. Verify selections made under Sample submittals.
    b. Demonstrate aesthetic effects.
    c. Demonstrate the qualities of products and workmanship.
    d. Demonstrate successful installation of interfaces between components and systems.
    e. Perform preconstruction testing to determine system performance.

2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.

3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."

I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect[or Construction Manager].

1.4 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in

compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 ACTION SUBMITTALS

A. Mockup Shop Drawings:

1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.

2. Indicate manufacturer and model number of individual components.

3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.7 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.

2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.

2. Entity responsible for performing tests and inspections.

3. Description of test and inspection.

4. Identification of applicable standards.

5. Identification of test and inspection methods.

6. Number of tests and inspections required.

7. Time schedule or time span for tests and inspections.

8. Requirements for obtaining samples.

9. Unique characteristics of each quality-control service.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.8 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.

2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.

3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.9 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.

2. Project title and number.

3. Name, address, telephone number, and email address of testing agency.

4. Dates and locations of samples and tests or inspections.

5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.

8. Complete test or inspection data.

9. Test and inspection results and an interpretation of test results.

10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.

13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.

2. Statement on condition of substrates and their acceptability for installation of product.

3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement of whether conditions, products, and installation will affect warranty.

7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.

2. Statement that equipment complies with requirements.

3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

4. Statement of whether conditions, products, and installation will affect warranty.

5. Other required items indicated in individual Specification Sections.

1.10 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.

1. Requirements of authorities having jurisdiction supersede requirements for specialists.

G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:

1. Provide test specimens representative of proposed products and construction.

2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.

4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.

5. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.

6. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups of size indicated.

2. Build mockups in location indicated or, if not indicated, as directed by Architect .

3. Notify Architect[seven days in advance of dates and times when mockups will be constructed.

4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.

5. Demonstrate the proposed range of aesthetic effects and workmanship.

6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.

8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

10. Demolish and remove mockups when directed unless otherwise indicated.

1.11 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.

2. Payment for these services will be made from testing and inspection allowances specified in Section 01 21 00 "Allowances," as authorized by Change Orders.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Engage a qualified testing agency to perform quality-control services.

a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.

4. Facilities for storage and field curing of test samples.

5. Delivery of samples to testing agencies.

6. Preliminary design mix proposed for use for material mixes that require control by testing agency.

7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.

1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.

2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.12 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.

2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.

2. Description of the Work tested or inspected.

3. Date test or inspection results were transmitted to Architect.

4. Identification of testing agency or special inspector conducting test or inspection.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

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SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; (See FGIA).
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.plib.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).

31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASSP - American Society of Safety Professionals (The); www.assp.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); www.avixa.org.
38. AWEA - American Wind Energy Association; www.awea.org.
39. AWI - Architectural Woodwork Institute; www.awinet.org.
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWPA - American Wood Protection Association; www.awpa.com.
42. AWS - American Welding Society; www.aws.org.
43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
50. CDA - Copper Development Association; www.copper.org.
51. CE - Conformite Europeenne; www.ec.europa.eu/growth/single-market/ce-marking.
52. CEA - Canadian Electricity Association; www.electricity.ca.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.compositepanel.org.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa-group.org.
65. CSI - Cast Stone Institute; www.caststone.org.
66. CSI - Construction Specifications Institute (The); www.csiresources.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTA - Consumer Technology Association; www.cta.tech.
69. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.coolingtechnology.org.
70. CWC - Composite Wood Council; (See CPA).
71. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
72. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); www.decorativehardwoods.org.
73. DHI - Door and Hardware Institute; www.dhi.org.
74. ECA - Electronic Components Association; (See ECIA).
75. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).

76. ECIA - Electronic Components Industry Association; www.ecianow.org.
77. EIA - Electronic Industries Alliance; (See TIA).
78. EIMA - EIFS Industry Members Association; www.eima.com.
79. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
80. EOS/ESD Association; (Electrostatic Discharge Association); www.esda.org.
81. ESTA - Entertainment Services and Technology Association; (See PLASA).
82. ETL - Intertek (See Intertek); www.intertek.com.
83. EVO - Efficiency Valuation Organization; www.evo-world.org.
84. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
85. FGIA - Fenestration and Glazing Industry Alliance; https://fgiaonline.org.
86. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
87. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
88. FM Approvals - FM Approvals LLC; www.fmapprovals.com.
89. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
90. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
91. FSA - Fluid Sealing Association; www.fluidsealing.com.
92. FSC - Forest Stewardship Council U.S.; www.fscus.org.
93. GA - Gypsum Association; www.gypsum.org.
94. GANA - Glass Association of North America; (See NGA).
95. GS - Green Seal; www.greenseal.org.
96. HI - Hydraulic Institute; www.pumps.org.
97. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
98. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
99. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
100. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
101. IAS - International Accreditation Service; www.iasonline.org.
102. ICBO - International Conference of Building Officials; (See ICC).
103. ICC - International Code Council; www.iccsafe.org.
104. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
105. ICPA - International Cast Polymer Association; www.theicpa.com.
106. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
107. IEC - International Electrotechnical Commission; www.iec.ch.
108. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
109. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
110. IESNA - Illuminating Engineering Society of North America; (See IES).
111. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
112. IGMA - Insulating Glass Manufacturers Alliance; (See FGIA).
113. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
114. II - Infocomm International; (See AVIXA).
115. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
116. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
117. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
118. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
119. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
120. ISO - International Organization for Standardization; www.iso.org.
121. ISSFA - International Solid Surface Fabricators Association; (See ISFA).

122. ITU - International Telecommunication Union; www.itu.int.
123. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
124. LMA - Laminating Materials Association; (See CPA).
125. LPI - Lightning Protection Institute; www.lightning.org.
126. MBMA - Metal Building Manufacturers Association; www.mbma.com.
127. MCA - Metal Construction Association; www.metalconstruction.org.
128. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
129. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
130. MHI - Material Handling Industry; www.mhi.org.
131. MIA - Marble Institute of America; (See NSI).
132. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
133. MPI - Master Painters Institute; www.paintinfo.com.
134. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
135. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
136. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
137. NADCA - National Air Duct Cleaners Association; www.nadca.com.
138. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
139. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
140. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
141. NBI - New Buildings Institute; www.newbuildings.org.
142. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
143. NCMA - National Concrete Masonry Association; www.ncma.org.
144. NEBB - National Environmental Balancing Bureau; www.nebb.org.
145. NECA - National Electrical Contractors Association; www.necanet.org.
146. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
147. NEMA - National Electrical Manufacturers Association; www.nema.org.
148. NETA - InterNational Electrical Testing Association; www.netaworld.org.
149. NFHS - National Federation of State High School Associations; www.nfhs.org.
150. NFPA - National Fire Protection Association; www.nfpa.org.
151. NFPA - NFPA International; (See NFPA).
152. NFRC - National Fenestration Rating Council; www.nfrc.org.
153. NGA - National Glass Association (The); (Formerly: Glass Association of North America); www.glass.org.
154. NHLA - National Hardwood Lumber Association; www.nhla.com.
155. NLGA - National Lumber Grades Authority; www.nlga.org.
156. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
157. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
158. NRCA - National Roofing Contractors Association; www.nrca.net.
159. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
160. NSF - NSF International; www.nsf.org.
161. NSI - National Stone Institute; (Formerly: Marble Institute of America); www.naturalstoneinstitute.org.
162. NSPE - National Society of Professional Engineers; www.nspe.org.
163. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
164. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
165. NWFA - National Wood Flooring Association; www.nwfa.org.
166. NWRA - National Waste & Recycling Association; www.wasterecycling.org
167. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
168. PDI - Plumbing & Drainage Institute; www.pdionline.org.

169. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
170. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
171. RFCI - Resilient Floor Covering Institute; www.rfci.com.
172. RIS - Redwood Inspection Service; www.redwoodinspection.com.
173. SAE - SAE International; www.sae.org.
174. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
175. SDI - Steel Deck Institute; www.sdi.org.
176. SDI - Steel Door Institute; www.steeldoor.org.
177. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
178. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
179. SIA - Security Industry Association; www.siaonline.org.
180. SJI - Steel Joist Institute; www.steeljoist.org.
181. SMA - Screen Manufacturers Association; www.smainfo.org.
182. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
183. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
184. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
185. SPIB - Southern Pine Inspection Bureau; www.spib.org.
186. SPRI - Single Ply Roofing Industry; www.spri.org.
187. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
188. SSINA - Specialty Steel Industry of North America; www.ssina.com.
189. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
190. STI - Steel Tank Institute; www.steeltank.com.
191. SWI - Steel Window Institute; www.steelwindows.com.
192. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
193. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
194. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
195. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
196. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
197. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
198. TMS - The Masonry Society; www.masonrysociety.org.
199. TPI - Truss Plate Institute; www.tpinst.org.
200. TPI - Turfgrass Producers International; www.turfgrasssod.org.
201. TRI - Tile Roofing Institute; www.tileroofing.org.
202. UL - Underwriters Laboratories Inc.; www.ul.com.
203. UL LLC - UL LLC; www.ul.com.
204. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
205. USAV - USA Volleyball; www.usavolleyball.org.
206. USGBC - U.S. Green Building Council; www.usgbc.org.
207. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
208. WA - Wallcoverings Association; www.wallcoverings.org.
209. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
210. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
211. WDMA - Window & Door Manufacturers Association; www.wdma.com.
212. WI - Woodwork Institute; www.wicnet.org.
213. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
214. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.

    a. Available from Defense Standardization Program; www.dsp.dla.mil.

b. Available from General Services Administration; www.gsa.gov.
c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Main-Page.aspx.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for allowance for metered use of temporary utilities.

1.3 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.

B. Sewer Service: N/A

C. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges.

D. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges.

1.4 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.

2.2 TEMPORARY FACILITIES

A. Field Offices: None required. Work out of your truck.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

END OF SECTION

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Installation of the Work.

2. Cutting and patching.

3. Protection of installed construction.

4. Correction of the Work.

5. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Other Construction Elements: Do not cut and patch other construction elements or

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.

2. List of detrimental conditions, including substrates.

3. List of unacceptable installation tolerances.

4. Recommended corrections.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb, and make horizontal work level.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

3.3 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.4 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.5 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.

2. Final completion procedures.

3. Warranties.

4. Final cleaning.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.

2. Section 01 32 33 "Photographic Documentation" for submitting Final Completion construction photographic documentation.

3. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.5 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Advise Owner of changeover in utility services.

6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.

7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

8. Complete final cleaning requirements.

9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures."

2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Remove tools, construction equipment, machinery, and surplus material from Project site.

d. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
e. Clean strainers.
f. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION

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SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.

2. Record specifications.

3. Record Product Data.

4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set(s) of marked-up record prints.

2. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal:
1) Submit PDF electronic files of scanned record prints and one set of file prints.

b. Final Submittal:
1) Submit PDF electronic files of scanned Record Prints and three set(s) of file prints.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding photographic documentation.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Format: Annotated PDF electronic file.

3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

1.5 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3. Note related Change Orders and Record Drawings where applicable.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of structure.

2. Demolition and removal of selected site elements.

3. Salvage of existing items to be reused.

B. Related Requirements:

1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

2. Section 01 73 00 "Execution" for cutting and patching procedures.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.

B. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

1.5 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.

6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

8. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.

2. Protect items from damage during transport and storage.

3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site [and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

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SECTION 03 01 30 – MAINTENANCE OF CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Removal of deteriorated concrete and subsequent replacement and patching.
2. Floor joint repair.
3. Epoxy crack injection.
4. Corrosion-inhibiting treatment.
5. Polymer overlays.
6. Polymer sealers.
7. Composite structural reinforcement.

1.3 ALLOWANCES

A. Allowances for maintenance of cast-in-place concrete are specified in Section 01 21 00 "Allowances."

B. Field quality-control testing is part of testing and inspecting allowance.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, chemical composition, physical properties, test data, and mixing, preparation, and application instructions.

B. Samples for Verification: Cured Samples for each exposed product and for each color and texture specified.

1. Include Samples of each required type, color, and texture of patching material in the form of patches in drilled holes or sawed joints in sample concrete representative of the range of concrete colors on the building.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For concrete-maintenance specialists and manufacturers.

B. Material Certificates: For each type of Portland cement aggregate supplied for mixing or adding to products at Project site.

C. Product Test Reports: For each packaged patching-mortar, crack-injection adhesive, corrosion-inhibiting treatments, polymer overlays, polymer sealers and composite structural reinforcement, for tests performed by manufacturer and witnessed by a qualified testing agency.

D. Field quality-control reports.

E. Quality-Control Program: Submit before work begins.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: Each packaged patching-mortar, crack-injection adhesive, corrosion-inhibiting treatments, polymer overlays, polymer sealers and composite structural reinforcement manufacturer shall employ factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.

B. Concrete-Maintenance Specialist Qualifications: Engage an experienced concrete-maintenance firm that employs installers and supervisors who are trained and approved by manufacturer to apply packaged patching-mortar, crack-injection adhesive, corrosion-inhibiting treatments, polymer overlays, polymer sealers and composite structural reinforcement to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing or patching new concrete is insufficient experience for concrete-maintenance work.

1. Field Supervision: Concrete-maintenance specialist firm shall maintain experienced full-time supervisors on Project site during times that concrete-maintenance work is in progress.

C. Quality-Control Program: Prepare a written plan for concrete maintenance to systematically demonstrate the ability of personnel to properly perform maintenance work, including each phase or process, protection of surrounding materials during operations, and control of debris and runoff during the Work. Describe in detail materials, methods, equipment, and sequence of operations to be used for each phase of the Work.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.

B. Store cementitious materials off the ground, under cover, and in a dry location.

C. Store aggregates covered and in a dry location; maintain grading and other required characteristics and prevent contamination.

1.9 FIELD CONDITIONS

A. Environmental Limitations for Epoxies: Do not apply when air and substrate temperatures are outside limits permitted by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting. Do not apply to wet substrates unless approved by manufacturer.

1. Use Sika products per their recommendations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: For repair products, obtain each color, grade, finish, type, and variety of product from single source and from single manufacturer with resources to provide products of consistent quality in appearance and physical properties.

2.2 BONDING AGENTS

A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Manufactured product that consists of water-insensitive epoxy adhesive, Portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.

B. Epoxy Bonding Agent: ASTM C881/C881M, bonding system Type V and free of VOCs.

C. Latex Bonding Agent, Redispersible: ASTM C1059/C1059M, Type I for use at nonstructural and interior locations unless otherwise indicated.

D. Latex Bonding Agent, Non-Redispersible: ASTM C1059/C1059M, Type II for use at structural and exterior locations and where indicated.

E. Mortar Scrub Coat: Mix consisting of 1 part Portland cement and 1 part fine aggregate complying with ASTM C144 except 100 percent passing a No. 16 sieve.

2.3 PATCHING MORTAR

A. Patching Mortar Requirements:

1. Only use patching mortars that are recommended by manufacturer for each applicable horizontal, vertical, or overhead use orientation.
2. Color and Aggregate Texture: Provide patching mortar and aggregates of colors and sizes necessary to produce patching mortar.

B. Polymer-Modified, Cementitious Patching Mortar: Packaged, dry mix for repair of concrete and that contains a non-redispersible latex additive as either a dry powder or a separate liquid that is added during mixing.

1. Compressive Strength: Not less than 4000 psi at 28 days when tested according to ASTM C109/C109M.

2.4 JOINT FILLER

A. Epoxy Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A Shore durometer hardness of at least 80 according to ASTM D2240.

B. Polyurea Joint Filler: Two-component, semirigid, 100 percent solids, polyurea resin with a Type A Shore durometer hardness of at least 80 according to ASTM D2240.

C. Color: Match nearby surface.

2.5 EPOXY CRACK-INJECTION MATERIALS

A. Epoxy Crack-Injection Adhesive: ASTM C881/C881M, bonding system Type IV at structural locations and where indicated, Type I at other locations; free of VOCs. As identified in the Sika product line included within.

1. Color: Match existing surface.

2.6 CORROSION-INHIBITING MATERIALS

A. Corrosion-Inhibiting Treatment: Waterborne solution of alkaline corrosion-inhibiting chemicals for concrete-surface application that penetrates concrete by diffusion and forms a protective film on steel reinforcement.

2.7 POLYMER-OVERLAY MATERIALS

A. Polymer Overlay: As identified in the Sika product line included within.

2.8 POLYMER-SEALER MATERIALS

A. Epoxy Polymer Sealer: As identified in the Sika product line included within.

B. Consider retaining "Color" Subparagraph below for polymer sealers that are important to Project's appearance.
1. Color: Gray

C. Methacrylate Polymer Sealer: As identified in the Sika product line included within.
1. Color: Gray

2.9 COMPOSITE REINFORCEMENT MATERIALS

A. Composite Structural Reinforcement: Manufacturer's system consisting of glass-fiber reinforcement in the form of preimpregnated sheet and epoxy primers, fillers, adhesives, saturants, and topcoats, designed for use as externally bonded structural reinforcement for concrete.

2.10 MISCELLANEOUS MATERIALS

A. Portland Cement: ASTM C150/C150M, Type I, II, or III unless otherwise indicated.

B. Water: Potable.

2.11 MIXES

A. General: Mix products, in clean containers, according to manufacturer's written instructions.

1. Do not add water, thinners, or additives unless recommended by manufacturer.

2. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.

3. Do not mix more materials than can be used within time limits recommended by manufacturer. Discard materials that have begun to set.

B. Mortar Scrub Coat: Mix dry ingredients with enough water to provide consistency of thick cream.

C. Dry-Pack Mortar: Mix required type(s) of patching-mortar dry ingredients with just enough liquid to form damp cohesive mixture that can be squeezed by hand into a ball but is not plastic.

D. Grout for Use with Preplaced Aggregate: Proportion according to ASTM C938. Add grout fluidifier to mixing water followed by portland cement, pozzolan, and fine aggregate.

PART 3 - EXECUTION

3.1 CONCRETE-MAINTENANCE SPECIALIST

A. Have concrete-maintenance work performed only by qualified concrete-maintenance specialist.

3.2 PREPARATION

A. Ensure that supervisory personnel are on-site and on duty when concrete maintenance work begins and during its progress.

B. Protect persons, motor vehicles, surrounding surfaces of building being repaired, building site, plants, and surrounding buildings from harm resulting from concrete maintenance work.

1. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

2. Use only proven protection methods appropriate to each area and surface being protected.

3. Provide temporary barricades, barriers, and directional signage to exclude public from areas where concrete maintenance work is being performed.

4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of concrete maintenance work.

5. Contain dust and debris generated by concrete maintenance work and prevent it from reaching the public or adjacent surfaces.

6. Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment that ensure that such water will not create a hazard or adversely affect other building areas or materials.

7. Protect floors and other surfaces along haul routes from damage, wear, and staining.

8. Protect adjacent surfaces and equipment by covering them with heavy polyethylene film as needed. If practical, remove items, store, and reinstall after potentially damaging operations are complete.

9. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.

10. Dispose of debris and runoff from operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

C. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is in working order.

1. Prevent solids such as aggregate or mortar residue from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from concrete maintenance work.
2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

D. Preparation for Concrete Removal: Examine construction to be repaired to determine best methods to safely and effectively perform concrete maintenance work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed in the course of repair.

1. Verify that affected utilities have been disconnected and capped.

2. Inventory and record the condition of items to be removed for reinstallation or salvage.

3. Provide and maintain shoring, bracing, and temporary structural supports as required to preserve stability and prevent unexpected or uncontrolled movement, settlement, or collapse of construction being demolished and construction and finishes to remain. Strengthen or add new supports when required during progress of removal work.

E. Reinforcing-Bar Preparation: Remove loose and flaking rust from exposed reinforcing bars by abrasive blast cleaning, needle scaling or wire brushing until only tightly adhered light rust remains.

F. Preparation of Floor Joints for Repair: Saw-cut joints full width to edges and depth of spalls, but not less than 3/4 inch deep. Clean out debris and loose concrete; vacuum or blow clear with compressed air.

G. Surface Preparation for Corrosion-Inhibiting Treatment: Clean concrete to remove dirt, oils, films, and other materials detrimental to treatment application.

1. Use low-pressure water cleaning, detergent scrubbing or sand blasting

2. Allow surface to dry before applying corrosion-inhibiting treatment.

H. Surface Preparation for Overlays:

1. Remove delaminated material and deteriorated concrete surface material.

2. Roughen surface of concrete to produce a surface profile matching CSP 4according to ICRI 310.2.

3. Use shot blasting.

4. Sweep and vacuum roughened surface to remove debris.

5. Use other methods by manufacturers recommendations.

I. Acidic Surface Preparation for Sealers: Acid etch surface of concrete to produce a surface profile matching CSP 1 according to ICRI 310.2. Prepare surface for acid etching by detergent scrubbing to remove oils and films that may prevent acid penetration.

1. Remove excess acid solution, reaction products, and debris by squeegeeing or vacuuming.

2. Scrub surface with an alkaline detergent, rinse, and squeegee or vacuum.

3. Check acidity of surface with pH test paper and continue rinsing until pH is acceptable according to sealer manufacturer's written instructions.

4. When pH is acceptable according to sealer manufacturer's written instructions and surface is clean, vacuum dry.

J. Nonacidic Surface Preparation for Sealers: Clean concrete to remove dirt, oils, films, and other materials detrimental to sealer application.

1. Use shot blasting.

K. Surface Preparation for Composite Structural Reinforcement: Clean concrete where reinforcement and epoxy patching mortar is to be placed by low-pressure water cleaning or detergent scrubbing to remove dirt, oils, films, and other materials detrimental to epoxy patching mortar.

1. Roughen surface of concrete by sand blasting.

2. Remove delaminated material and deteriorated concrete surface material.

3. Sweep and vacuum roughened surface to remove debris.

3.3 APPLICATION OF BONDING AGENT

A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Apply to reinforcing bars and concrete by stiff brush or hopper spray according to manufacturer's written instructions. Apply to reinforcing bars in two coats, allowing first coat to dry two to three hours before applying second coat. Allow to dry before placing patching mortar or concrete.

B. Epoxy Bonding Agent: Apply to reinforcing bars and concrete by brush, roller, or spray according to manufacturer's written instructions, leaving no pinholes or other uncoated areas. Apply to reinforcing bars in at least two coats, allowing first coat to dry before applying second coat. Place patching mortar or concrete while epoxy is still tacky. If epoxy dries, recoat before placing patching mortar or concrete.

C. Latex Bonding Agent, Type I: Apply to concrete by brush roller or spray. Allow to dry before placing patching mortar or concrete.

D. Latex Bonding Agent, Type II: Mix with Portland cement and scrub into concrete surface according to manufacturer's written instructions. Place patching mortar or concrete while bonding agent is still wet. If bonding agent dries, recoat before placing patching mortar or concrete.

E. Mortar Scrub Coat for Job-Mixed Patching Mortar and Concrete: Dampen repair area and surrounding concrete 6 inches beyond repair area. Remove standing water and apply scrub coat with a brush, scrubbing it into surface and thoroughly coating repair area. If scrub coat dries, recoat before placing patching mortar or concrete.

F. Slurry Coat for Cementitious Patching Mortar: Wet substrate thoroughly and then remove standing water. Scrub a slurry of neat patching mortar mixed with latex bonding agent into substrate, filling pores and voids. Only use on first floor.

3.4 INSTALLATION OF PATCHING MORTAR

A. Place patching mortar as specified in this article unless otherwise recommended in writing by manufacturer or where dry-pack mortar is indicated.

1. Provide forms where necessary to confine patch to required shape.

2. Wet substrate and forms thoroughly and then remove standing water.

B. Pretreatment: Apply specified bonding agent and slurry coat requirement.

C. General Placement: Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.

D. Vertical Patching: Place material in lifts of not more than 1 inch. Do not feather edge.

E. Overhead Patching: Place material in lifts of not more than 2 inches or less. Do not feather edge.

F. Consolidation: After each lift is placed, consolidate material and screed surface.

G. Multiple Lifts: Where multiple lifts are used, score surface of lifts to provide a rough surface for placing subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.

H. Finishing: Allow surfaces of lifts that are to remain exposed to become firm and then finish to a surface matching adjacent concrete

I. Curing: Wet-cure cementitious patching materials, including polymer-modified cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.

3.5 GROUTING PREPLACED AGGREGATE CONCRETE

A. Use grouted preplaced aggregate concrete where indicated for column and wall repairs. Place as specified in this article.

B. Design and construct forms to resist pumping pressure in addition to weight of wet grout. Seal joints and seams in forms and where forms abut existing concrete.

C. Apply epoxy-modified cementitious bonding and anticorrosion agent epoxy bonding agent to reinforcement and concrete substrate.

D. Place aggregate in forms, consolidating aggregate in lifts as it is placed. Pack aggregate into upper areas of forms to achieve intimate contact with concrete surfaces.

E. Fill forms with water to thoroughly dampen aggregate and substrates. Drain water from forms before placing grout.

F. Repair voids with patching mortar and finish to match surrounding concrete.

3.6 FLOOR-JOINT REPAIR

A. Cut out deteriorated concrete and reconstruct sides of joint with patching mortar as indicated on Drawings. Install joint filler in nonmoving floor joints where indicated and as specified in this article. Use this method on ground level only.

B. Depth: Install joint filler to a depth of at least ¾". Use fine silica sand no more than 1/4 inch deep to close base of joint. Do not use sealant backer rods or compressible fillers below joint filler.

C. Top Surface: Install joint filler so that when cured, it is flush at top surface of adjacent concrete. If necessary, overfill joint and remove excess when filler has cured.

3.7 EPOXY CRACK INJECTION

A. Clean cracks with oil-free compressed air or low-pressure water to remove loose particles.

B. Clean areas to receive capping adhesive of oil, dirt, and other substances that would interfere with bond.

C. Place injection ports as recommended by epoxy manufacturer, spacing no farther apart than thickness of member being injected. Seal injection ports in place with capping adhesive.

D. Seal cracks at exposed surfaces with a ribbon of capping adhesive at least 1/4 inch thick by 1 inch wider than crack.

E. Inject cracks wider than 0.003 inch to a depth of 8 inches.

F. Inject epoxy adhesive, beginning at widest part of crack and working toward narrower parts. Inject adhesive into ports to refusal, capping adjacent ports when they extrude epoxy. Cap injected ports and inject through adjacent ports until crack is filled.

G. After epoxy adhesive has set, remove injection ports and grind surfaces smoothly.

3.8 APPLICATION OF CORROSION-INHIBITING-TREATMENT

A. Apply corrosion-inhibiting treatment to from wall-to-wall or curb-to-curb and from joint-to-joint in the perpendicular direction.

B. Apply by brush, roller, or airless spray in two coats at manufacturer's recommended application rate. Remove film of excess treatment by high-pressure washing before patching treated concrete or applying a sealer or overlay.

3.9 APPLICATION OF POLYMER OVERLAY

A. Apply polymer overlay according to ACI 503.3.

B. Apply to traffic-bearing surfaces, including parking areas and walks.

3.10 APPLICATION OF POLYMER SEALER

A. Apply polymer sealer by brush, roller, or airless spray at manufacturer's recommended application rate.

B. Apply to traffic-bearing surfaces, including parking areas and walks.

3.11 INSTALLATION OF COMPOSITE STRUCTURAL REINFORCEMENT

A. Fiber Tow Sheet and Saturant: Unless otherwise recommended by manufacturer, install as follows:

1. Apply epoxy primer using brush or short nap roller to prepared concrete surfaces in areas where composite structural reinforcement will be applied.

2. After primer has set, patch surface defects with epoxy filler and allow to set before beginning reinforcement application.

3. Apply epoxy saturant to fiber tow sheet using roller. Apply fiber tow sheet to primed and patched surface while saturant is still wet, using pressure roller to remove air pockets. Remove paper backing from fiber tow sheet and apply additional epoxy to fully saturate tow sheet.

4. Apply additional layers using same procedure, fully saturating each layer with epoxy.

5. After saturant has cured, apply protective topcoat by roller.

B. Preimpregnated Fiber Sheet: Unless otherwise recommended by manufacturer, install as follows:

1. Patch surface defects with epoxy mortar and allow to set before beginning reinforcement application.

2. Apply epoxy adhesive to a thickness of 1/16 inch (1.6 mm) to prepared concrete surfaces.

3. Clean fiber sheet with acetone or other suitable solvent, and apply epoxy adhesive to a thickness of 1/16 inch (1.6 mm).

4. Apply adhesive-coated fiber sheet to adhesive-coated concrete and roll with a hard rubber roller until fiber sheet is fully embedded in adhesive, air pockets are removed, and adhesive is forced out from beneath fiber sheet at edges.

5. Apply additional layers using same procedure.

3.12 CONCRETE SPALL REPAIR OUTLINE

A. Conduct a detailed survey and hammer sounding to identify unsound areas and their extent.

B. Mechanically remove all deteriorated unsound concrete. Remove concrete to expose un-corroded reinforcement. Remove concrete from behind the reinforcement a min. of ¾". Saw cut the perimeter of the demolition to define the extent of the repair and create a working edge. Rectangular geometries and ½" deep sawcuts are preferred provided this does not cause damage to embedded reinforcement. The area within the repair should be prepared to achieve an ICRI concrete surface profile equivalent to or greater than CSP 5. (Refer to ICRI Guidelines 03730 & 03732).

C. Mechanically clean the exposed reinforcement to remove all corrosion (SSPC 3 min.). Where section loss of reinforcement appears excessive (>20%), consult with project engineer for direction regarding need for replacement or supplemental reinforcement.

D. Coat prepared reinforcement with Armatec 110 corrosion inhibiting primer. Apply in two coats at 20 mils/coat. Allow to dry before proceeding.

E. Fill voids with SikaTop Plus repair mortars with integral corrosion inhibitor. Use: SikaTop 111 Plus (or Sikacrete 211 SCC Plus – requires CSP 7) for forming and pouring applications; SikaTop 122 Plus for horizontal trowel applications; and SikaTop 123 Plus for vertical or overhead applications.

F. Apply products per the recommendations and limitation found in the most current technical product data sheets which can be accessed at www.usa.sika.com.

3.13 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform the following tests and inspections:

1. Grout for Preplaced Aggregate: Tested for compressive strength according to ASTM C942.

    a. Testing Frequency: One sample for each 1 cu. yd. of grout or fraction thereof, but not less than one sample for each day's work.

2. Joint Filler: Core-drilled samples to verify proper installation.

    a. Testing Frequency: One sample for each 25 feet of joint filled.
    b. Where samples are taken, refill holes with joint filler.

3. Epoxy Crack Injection: Core-drilled samples to verify proper installation.

    a. Testing Frequency: Per manufacturer’s recommendations.
    b. Where samples are taken, refill holes with epoxy mortar.

C. Product will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Manufacturers Field Service: Engage manufacturers' factory-authorized service representatives for consultation and Project-site inspection and to provide on-site assistance when requested by Architect.

1. Have manufacturers' factory-authorized service representatives perform the following number of Project-site inspections to observe progress and quality of the Work, distributed over the period of product installation, regardless of on-site assistance requested by Architect:

    a. Bonding-Agent and Packaged Patching-Mortar Installation: two inspections.
    b. Joint-Filler Installation: Two inspections.
    c. Crack-Injection-Adhesive Preparation and Installation: Four inspections.
    d. Corrosion-Inhibiting Treatment: one inspection.
    e. Polymer Overlay: Two inspections.
    f. Polymer Sealer: Two inspections.
    g. Composite-Structural-Reinforcement: Three inspections.

END OF SECTION

SECTION 03 93 00 - CONCRETE REHABILITATION - EPOXY-INJECTED CRACK REPAIR

PART 1 - GENERAL

1.1 SUMMARY

A. This specification describes the pressure injection of cracks with an epoxy resin adhesive.

1.2 QUALITY ASSURANCE

A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001/9002 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.

B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.

C. Install materials in accordance with all safety and weather conditions required by the manufacturer, or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

1.3 DELIVERY, STORAGE, AND HANDLING

A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.

B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.

C. Condition the specified product as recommended by the manufacturer.

1.4 JOB CONDITIONS

A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 40°F (5°C) and rising.

B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified product.

1.5 SUBMITTALS

A. Submit two copies of manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data Sheets (MSDS).

1.6 WARRANTY

A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Sikadur 35 Hi-Mod LV, as manufactured by Sika Corporation, 1682 Marion Williamsport Road, Marion, Ohio 43302 is considered to conform to the requirements of this specification.

B. Sikadur 31 Hi-Mod Gel, as manufactured by Sika Corporation, 1682 Marion Williamsport Road, Marion, Ohio 43302 is considered to conform to the requirements of this specification

2.2 MATERIALS

A. Epoxy resin adhesive for pressure injection of cracks shall be Sikadur 35 Hi-Mod LV:

1. Component "A" shall be a modified epoxy resin of the diglycidiether bisphenol A Type or containing suitable viscosity control agents. It shall not contain butyl glycidyl ether.
2. Component "B" shall be primarily a reaction product of a selected amine blend with an epoxy resin of the diglycidiether bisphenol A Type containing suitable viscosity control agents, pigments, and accelerators.
3. The ratio of component A: componet B shall be 2:1 by volume
4. The material shall not contain asbestos.

B. Epoxy resin adhesive for sealing of cracks & porting devices shall be Sikadur 31 Hi-Mod Gel.:

1. Component "A" shall be a modified epoxy resin of the diglycidiether bisphenol A Type or containing suitable viscosity control agents. It shall not contain butyl glycidyl ether.
2. Component "B" shall be primarily a reaction product of a selected amine blend with an epoxy resin of the diglycidiether bisphenol A type containing suitable viscosity control agents, pigments, and accelerators.
5. The ratio of Component A: Componet B shall be 1:1 by volume
6. The material shall not contain asbestos.

C. Porting devices as required for either manual or automated application. Porting devices for automated application shall be supplied from maufacturer of the pressure injection equipment.

2.3 PERFORMANCE CRITERIA

A. Properties of the mixed epoxy resin adhesive used for the pressure injection grouting::

1. Pot Life: min. 25 minutes (60 gram mass) @ 73° F
2. Tack-FreeTime:

90°F	(32°C)	1.5 to 2 hours
75°F	(24°C)	3 to 3.5 hours
40°F	(5°C)	14-16 hours

3. Viscosity: Approx. 375 cps.
4. Color: Clear, Amber

B. Properties of the cured epoxy resin adhesive used for pressure injection of grout:

1. Compressive Strength (ASTM D-695) .min.
   a 3 day: 10,000 psi (69.9 MPa)
   b. 7 day: 11,000 psi (75.8 MPa)
   c. 28 day: 13,000 psi (89.6 MPa)

Compressive Modulus, Psi : min.
a. 7 day 320,000 psi (2,200 Mpa)

2. Shear Strength (ASTM D-732)
   a. 14 day: 5,100 psi (35 MPa)

3. Flexural Strength (ASTM D-790) min.
   a. 14 day: 14,000 psi (97 MPa

   Tangent Modulus of Elasticity in Bending min.
   b. 14 day: 370,000 psi (2,600 Mpa)

4. Bond Strength (ASTM C-882)

   14 days (moist cure) min.
   a. Hardened Concrete to Hardened Concrete: 2,900 psi (15 Mpa)

5. Water Absorption (ASTM D-570) max.

   a. 24 hour 0.90%

6. Tensile properties (ASTM D-638) min.

   a. 7 day Tensile Strength 8,900 psi (61 Mpa)

   Elongation at Break 5.4%

   b. 14 day Modulus of Elasticity 4.1×10^5 psi (2,800 Mpa)

C. Properties of the mixed epoxy resin adhesive used for sealing of cracks & porting devices::

1. Pot Life: min. 60 minutes (500 gram mass) @ 73° F
2. Tack-FreeTime: @73°F(23°C) 1.5 – 2.5 hours @ 30 mils thick
   Consistency: Non-Sag paste
3. Color: Concrete Gray

D. Properties of the cured epoxy resin adhesive used for sealing of cracks & porting devices:

1. Compressive Strength (ASTM D-695) .min. @ 73F
   a 1 day: 13,000 psi (89.6 MPa)
   b. 3 day: 14,000 psi (96.5 MPa)
   c. 28 day: 16,000 psi (110.3 MPa)
   Compressive Modulus, Psi : min.
   a. 7 day 795,000 psi (5,485 Mpa)
2. Shear Strength (ASTM D-732)
   a. 14 day: 4,600 psi (31.7 MPa)
3. Flexural Strength (ASTM D-790) min.
   a. 14 day: 6,100 psi (42 MPa)
   Tangent Modulus of Elasticity in Bending .min.
   b. 14 day: 1.67×10^6 psi (11,520 MPa)
4. Bond Strength (ASTM C-882)

   14 day (moist cure) min.
   a. Hardened Concrete to Hardened Concrete 2,900 psi (20 Mpa)

5. Water Absorption (ASTM D-570) max.

   a. 24 hour 0.79%

6.Tensile properties (ASTM D-638) min.

a. 7 day Tensile Strength 3,300 psi (22.7 Mpa)

Elongation at Break 0.9%

Note: Tests above were performed with material & curing conditions at 73F & 45-55% relative humidity.

PART 3 - EXECUTION

3.1 MIXING AND APPLICATION

A. Mixing the epoxy resin adhesive for sealing the cracks & porting devices: Premix each component. Proportion equal parts by volume of Component "A" and Component "B" into a clean, dry mixing pail. Mix thoroughly for 3 minutes with a jiffy paddle on a low-speed (400-600 rpm) drill. Mix only that quantity of material that can be used within its potlife (60 minutes @ 73F).

B. Mixing of the epoxy resin adhesive used for the pressure injection grouting:

1. Manual: Proportion two parts by volume of Component "A" to one part Component "B" into a clean, dry mixing pail. Mix thoroughly for 3 minutes with a jiffy paddle on a low-speed (400-600 rpm) drill. Mix only that quantity of material thatcan be used within its potlife (20-30 minutes 73F).

C. Placement procedure:

1. The epoxy resin adhesive for sealing the cracks & porting device: Set the porting devices as required by the epuipment manufacturer. Spacing of the porting devices shall be accomplished as required to achieve the travel of the epoxy resin for the pressure injection grouting between ports and fill the cracks to the maximum. On structures open on both sides, provide porting devices on opposite sides at staggered elevations. Apply the mixed epoxy resin adhesive for sealing over cracks and around each porting device to provide an adequate seal to prevent the escape of the epoxy resin adhesive for the injection grouting. Where required by the Engineer, apply the epoxy resin adhesive for sealing in such a manner that minimal defacing or discoloration of the substrate shall result.

2. The epoxy resin adhesive for the pressure injection grouting:

Manual**:** Load the mixed epoxy resin adhesive for grouting into a disposable caulking cartridge or bulk-loading caulking gun. Inject the prepared cracks with a consant pressure in order to achieve maximum filling & penetration without the inclusion of air pockets or voids in the epoxy resin adhesive. Begin the pressure injection at the widest part of the crack being injected and continue until there is the appearance of epoxy resin adhesive at an adjacent port, thus indicating travel. When travel is indicated, to discontinue or continue the pressure injection from that port should be made by the contractor based on his experience, with the approval of the Engineer. Continue procedure until pressure injectable cracks has been filled.

Automated**:** Dispense the epoxy resin adhesive for grouting under constant pressure in accordance with prcedures recommended by the equipment manufacturerer as required to achieve maximum filling and penetration of the prepared cracks without the inclusion of air pockets or voids in the epoxy resin adhesive. The pressure injection of single or multiple ports, by use of a manifold system, is possible. This decision should be made by the contractor, with the approval of the Engineer. Continue the approved procedure until all pressure injectable cracks have been filled.

D. If penetration of any cracks is impossible, consult the Engineer before discontinuing the injection procedure. If modification of the proposed procedure is required to fill the cracks, submit said modification in writing to the Engineer for acceptance prior to proceeding.

E. Adhere to all limitations and cautions for the epoxy resin adhesive in the manufacturers current printed literature.

3.2 CLEANING

A. After the epoxy resin adhesive for grouting has cured, the epoxy resin adhesive for sealing cracks and porting devices shall be removed as required by the Engineer. Clean the substrate in a manner to produce a finish appearance acceptable to the Owner.

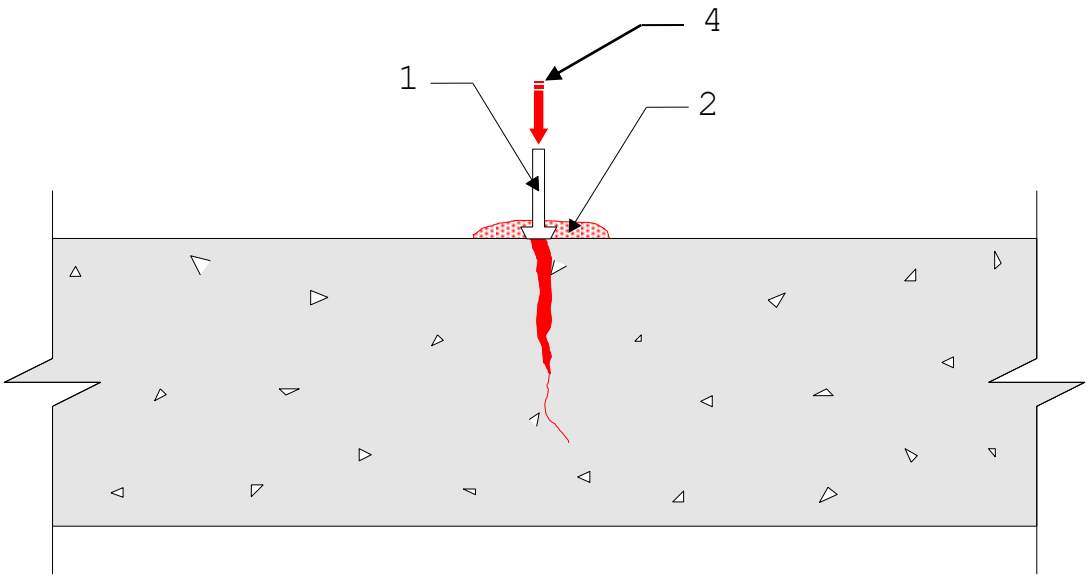
B. The uncured epoxy resin adhesive can be cleaned from tools with approved solvent. The cured epoxy resin adhesive can only be removed mechanically.

C. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

SC001

Sikadur 35, Hi-Mod LV
Crack Filler

Sikadur 31, Hi-Mod Gel
Cap Seal



1. Set porting devices over cracks.

2. Place mixed Sikadur 31, Hi-Mod Gel epoxy resin adhesive over cracks and around each injection port a minimum of 1" wide by a ¼" thick.

3. Allow sufficient time for epoxy resin adhesive cap seal to set before injecting.

4. When the cap seal has cured, inject Sikadur 35, Hi-Mod LV with steady pressure.

5. Use automated injection equipment or manual method.

END OF SECTION

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Headache Bar and supporting steel.
2. Metal bollards.
3. Pipe downspout and metal gutters.
4. Metal railing around floor openings

1.2 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Fasteners.
2. Shop primers.
3. Metal bollards.
4. Pipe and downspout guards.

B. Shop Drawings: Show fabrication and installation details. Include information to visualize the fabrication of the product. Provide Shop Drawings for the following:

1. Headache bar

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.5 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls, floor slabs, decks, and other construction contiguous with metal fabrications by field measurements before fabrication.

1.6 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Tubing: ASTM A500/A500M, cold-formed steel tubing.

C. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40) unless otherwise indicated.

1.7 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless steel fasteners for fastening for above mentioned items.

B. Cast-in-Place Anchors in Concrete: Either threaded or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F2329/F2329M.

C. Post-Installed Anchors: Torque-controlled expansion anchors.

1.8 METAL BOLLARDS

A. Fabricate metal bollards from Schedule 40 steel pipe steel shapes, as indicated.

1. Cap bollards with concrete.
    a. Paint per 09 91 13

1.9 PIPE AND DOWNSPOUT

A. Fabricate pipe downspout and gutters from details on plans.

B. Galvanize and prime steel pipe downspout.

1.10 METAL RAILINGS

A. Guardrails per details on the plans.

1.11 REPAIRS

A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

    a. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

2. Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 09 91 13 "Exterior Painting."

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION

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SECTION 07 16 13 - POLYMER MODIFIED CEMENT WATERPROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Prepackaged, polymer-modified cement waterproofing.

2. Field-mixed, polymer-modified cement waterproofing.

B. Related Requirements:

1. Section 07 16 14 – Elastomeric Wear and Top Coat, for top coat application.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, and installation instructions.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Applicator.

B. Product Certificates: For each type of waterproofing, patching, and plugging material.

C. Product Test Reports: For each product formulation, for tests performed by the manufacturer and witnessed by a qualified testing agency.

D. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: A firm experienced in applying polymer-modified cement waterproofing similar in material, design, and extent to that indicated for this Project, whose work has resulted in applications with a record of successful in-service performance**,** and that employs workers trained and approved by manufacturer.

1.6 FIELD CONDITIONS

A. Weather Limitations: Proceed with application only when existing and forecasted weather conditions permit polymer-modified cement waterproofing to be performed according to manufacturer's written instructions.

B. Proceed with waterproofing work only after pipe sleeves, vents, curbs, inserts, drains, and other projections through the substrate to be waterproofed have been completed. Proceed only after

substrate defects, including honeycombs, voids, and cracks, have been repaired to provide a sound substrate free of forming materials, including reveal inserts.

C. Ambient Conditions: Proceed with waterproofing work only if temperature is maintained at 40 deg F or above during work and cure period, and space is well ventilated and kept free of water.

PART 2 - PRODUCTS

2.1 Sikalastic – 710 Base Lo-VOC

A. Properties

TECHNICAL INFORMATION

Shore A Hardness	55 ± 5	(ASTM D-2240) 75 °F (24 °C) 50 % R.H.
Tensile Strength	500 ± 100 psi	(ASTM D-412) 75 °F (24 °C) 50 % R.H.
Elongation at Break	300 ± 25 %	(ASTM D-412) 75 °F (24 °C) 50 % R.H.
Tear Strength	100 ± 20 pli	(Die C, ASTM D-624) 75 °F (24 °C) 50 % R.H.
Chemical Resistance	Resistant to deicing salts, and alkaline concrete and cementitious mortars/tile adhesives	

1. Color: Gray

2. Coverage: 100 sf/gal. at 16 wet mils (14 DFT) 61 sf/gal. at 26 wet mils (23 DFT) Coverage rates provided are intended to achieve required wet film thickness under optimal conditions. Additional material may be required depending on substrate surface roughness and porosity, material and substrate temperatures, and other site-dependent factors. This will result in a lower coverage rate.

2.2 ACCESSORY MATERIALS

A. Patching Compound: Factory-premixed cementitious repair mortar, crack filler, or sealant recommended by waterproofing manufacturer for filling and patching tie holes, honeycombs, reveals, and other imperfections and compatible with substrate and other materials indicated.

B. Plugging Compound: Factory-premixed cementitious compound with hydrophobic properties and recommended by waterproofing manufacturer; resistant to water and moisture but vapor permeable for all standard applications (vertical, overhead, and horizontal surfaces not exposed to vehicular traffic); and compatible with substrate and other materials indicated.

C. Portland Cement: ASTM C150/C150M, Type I.

D. Slurry-Coat and Protective-Topping Sand: ASTM C144.

E. Trowel-Coat Sand: ASTM C33/C33M, fine aggregate.

F. Protective-Topping Sand: ASTM C144.

G. Polymer Admixture for Protective Topping: Polymer bonding agent and admixture designed to improve adhesion to prepared substrates and to not create a vapor barrier.

H. Primer Coat: Sikalastic® 100 VB - For concrete with a maximum moisture content of 5% by eight, apply Sikalastic® 100 VB with a flat squeegee or roller at approximately 160 sf/gal. For concrete decks with a maximum moisture content of 6% by weight or applications, apply two applications of Sikalastic® 100VB with a flat squeegee or phenolic resin roller at approximately 160 sf/gal per application. Work primer well into the substrate to ensure adequate penetration and sealing and puddles are avoided. For applications as a moisture barrier and additonal infomation refer to seperate primer data sheet.

I. Water: Potable.

J. Detail for Cracks
1. For cracks less than 1/16" width: Apply a 23 mil detail coat of Sikalastic®-710 Base Lo-VOC, extending 2" on either side and centered over the crack.

2. For cracks 1/16" width or greater and less than 1" width: Must be routed to at least ¼" by ¼", and sealed with an appropriate Sikaflex® sealant, installed per sealant Product Data Sheet, and coated with a 23 mil detail coat of Sikalastic®-710 Base Lo-VOC, extending 2" on either side and centered over the crack. Non-moving cracks can be filled with compatabile rigid repair materials.

3. For joints 1/16" or greater and up to 1" width: Joints should be sealed with the appropriate Sikaflex® sealant, installed per sealant Product Data Sheet, and coated with a 23 mil detail coat of Sikalastic®-710 Base Lo-VOC, extending 2" on either side and centered over the crack.

4. For joints greater than 1" width: Should be treated as expansion joints and brought up through the system and/or use Emseal Expansion Joint. For additional questions please contact Sika Technical Services.

5. Fabric Reinforcement: An optional 3" or 6" wide Sikalastic Flexitape Heavy fabric strip may be embedded within the base coat. Flexitape width shall be chosen such that a minimum of 1" tape is embedded on either side of the crack/joint. Apply additional coating as required to fully embed the Flexitape in the coating.

6. Panelized Joints: Panelized joints that are restrained across the joint and without differential movement may be sealed and the deck coating, including detail coat, applied over the joint.

2.3 MIXES

A. Prepackaged, Polymer-Modified Cement Waterproofing: Add prepackaged dry ingredients to mixing liquid according to manufacturer's written instructions. Mix together with mechanical mixer or by hand to required consistency.

B. Field-Mixed, Polymer-Modified Cement Waterproofing: Add polymer admixture to portland cement and sand according to manufacturer's written instructions. Blend together with mechanical mixer or by hand to required consistency.

C. Protective Topping: Measure, batch, and mix portland cement and sand in the proportion of 1:3 and water gaged with a polymer admixture. Blend together with mechanical mixer to required consistency.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for suitable conditions where waterproofing is to be applied.

B. Proceed with application only after unsatisfactory conditions have been corrected.

C. Notify Architect in writing of active leaks or defects that would affect system performance.

3.2 PREPARATION

A. Comply with manufacturer's written instructions.

B. Protect other work from damage caused by cleaning, preparation, and application of waterproofing. Provide temporary enclosure to ensure adequate ambient temperatures and ventilation conditions for application.

C. Do not allow waterproofing, patching, and plugging materials to enter reveals or annular spaces intended for resilient sealants or gaskets, such as joint spaces between pipes and pipe sleeves.

D. Stop active water leaks with plugging compound.

E. Repair damaged or unsatisfactory substrate with patching compound.

1. At holes and cracks 1/16 inch wide or larger in substrate, remove loosened chips and cut reveal with sides perpendicular to surface, not tapered, and minimum 1 inch deep. Fill reveal with patching compound flush with surface.

F. Surface Preparation: Surface must be clean, dry, and sound with an open texture. Remove dust, laitance, grease, curing compounds, bond inhibiting impregnations, waxes, and any other contaminants. All projections, rough spots, etc. should be dressed off to achieve a level surface prior to the application. Unvented metal pan decks or decks containing a between-slab membrane require further technical evaluation and priming with a moisture-tolerant primer - contact Sika regarding recommendations.

G. Concrete - Should be cleaned and prepared to achieve a laitance and contaminant free, open textured surface by blast cleaning or equivalent mechanical means (CSP 3-4 per ICRI guidelines).Final Coat Finish: Smooth troweled.

H. Application - Apply at the recommended coverage rate using a notched squeegee or trowel, and backroll using a phenolic resin core roller. Extend base coat over entire area including previously detailed cracks and joints. Allow coating to cure a minimum of 16 hours at 70 °F and 50 % RH or until tack fee before top coating. Acclerated Sikalastic®-710 Base Lo-VOC will cure in 6-8 hours.

I. Removal - Remove liquid coating immediately with dry cloth. Once cured, coating can only be removed by mechanical means.

J. Curing:

1. Cure waterproofing for not less than five days immediately after application and prior to being placed in service.

2. Moist-cure waterproofing for not less than three days immediately after application has set, followed by air drying prior to being placed in service unless otherwise recommended in writing by manufacturer.

K. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect completed application of waterproofing.

L. Prepare test and inspection reports.

END OF SECTION

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SECTION 07 16 14 – ELASTOMERIC WEAR AND TOP COAT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Wear and Top Coat for upper parking level

B. Related Requirements:

1. Section 07 16 13 – "Polymer modified cement waterproofing" for the base coat of the upper level parking deck,

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, and installation instructions.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Applicator.

B. Product Certificates: For each type of waterproofing, patching, and plugging material.

C. Product Test Reports: For each product formulation, for tests performed by the manufacturer and witnessed by a qualified testing agency.

D. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Applicator Qualifications: A firm experienced in applying polymer-modified cement waterproofing similar in material, design, and extent to that indicated for this Project, whose work has resulted in applications with a record of successful in-service performance, and that employs workers trained and approved by manufacturer.

B. Mock-up Required: Provide a 4'x4' Mock up to test color and slip resistance. Mock-up can be part of the final product.

1.6 FIELD CONDITIONS

A. Weather Limitations: Proceed with application only when existing and forecasted weather conditions permit polymer-modified cement waterproofing to be performed according to manufacturer's written instructions.

B. Proceed with waterproofing work only after pipe sleeves, vents, curbs, inserts, drains, and other projections through the substrate to be waterproofed have been completed. Proceed only after substrate defects, including honeycombs, voids, and cracks, have been repaired to provide a sound substrate free of forming materials, including reveal inserts.

C. Ambient Conditions: Proceed with waterproofing work only if temperature is maintained at 40 deg F or above during work and cure period, and space is well ventilated and kept free of water.

PART 2 - PRODUCTS

2.1 Sikalastic – 715 Top Lo-VOC for wear and top coat.

A. Properties

TECHNICAL INFORMATION

Shore A Hardness	85 ± 5	(ASTM D-2240) 75 °F (24 °C) 50 % R.H.
Tensile Strength	2500 ± 300 psi	(ASTM D-412) 75 °F (24 °C) 50 % R.H.
Elongation at Break	500 ± 50 %	(ASTM D-412) 75 °F (24 °C) 50 % R.H.
Tear Strength	300 ± 50 pli	(Die C, ASTM D-624) 75 °F (24 °C) 50 % R.H.
Chemical Resistance	Resistant to deicing salts, and alkaline concrete and cementitious mortars/tile adhesives	

B. Color: Gray

C. Coverage: 100 sf/gal. at 16 wet mils (14 dry mils) Coverage rates provided are intended to achieve required wet film thickness under optimal conditions. Additional material may be required depending on substrate surface roughness and porosity, material and substrate temperatures, and other site-dependent factors. This will result in a lower coverage rate.

2.2 ACCESSORY MATERIALS

A. Patching Compound: Factory-premixed cementitious repair mortar, crack filler, or sealant recommended by waterproofing manufacturer for filling and patching tie holes, honeycombs, reveals, and other imperfections and compatible with substrate and other materials indicated.

B. Sand for slip resistance surface. Follow the requirements for the American with Disabilities Act. At minimum provide a Static coefficient of 0.6 for floors, steps and 0.8 for ramps and slopes. Provide a Dynamic coefficient of friction a minimum of 0.42 for level surfaces and 0.8 for ramps and slopes.

C. Base Coat: Sikalastic 710

2.3 MIXES

A. Per manufacturer recommendations

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for suitable conditions where waterproofing is to be applied.

B. Proceed with application only after unsatisfactory conditions have been corrected.

C. Notify Architect in writing of active leaks or defects that would affect system performance.

3.2 PREPARATION

A. Comply with manufacturer's written instructions.

B. Protect other work from damage caused by cleaning, preparation, and application of waterproofing. Provide temporary enclosure to ensure adequate ambient temperatures and ventilation conditions for application.

C. Do not allow waterproofing, patching, and plugging materials to enter reveals or annular spaces intended for resilient sealants or gaskets, such as joint spaces between pipes and pipe sleeves.

D. Stop active water leaks with plugging compound.

E. Repair damaged or unsatisfactory substrate with patching compound.

1. At holes and cracks 1/16 inch wide or larger in substrate, remove loosened chips and cut reveal with sides perpendicular to surface, not tapered, and minimum 1 inch deep. Fill reveal with patching compound flush with surface.

F. Surface Preparation: Surface must be clean, dry, and sound with an open texture. Remove dust, laitance, grease, curing compounds, bond inhibiting impregnations, waxes, and any other contaminants. All projections, rough spots, etc. should be dressed off to achieve a level surface prior to the application. Unvented metal pan decks or decks containing a between-slab membrane require further technical evaluation and priming with a moisture-tolerant primer - contact Sika regarding recommendations.

G. Cracks - Cracks or ruptures which develop in the structure after the waterproofing traffic system was installed will not be bridged by the waterproofing traffic system and need to be repaired according to the recommended standard crack treatment details per this PDS.

H. Application - Apply at the recommended coverage rate (see appropriate System Guide) using a notched squeegee or trowel, and backroll using a phenolic resin core roller. Apply aggregate evenly distributed at the appropriate rate immediately into wet coating and backroll if required (see appropriate System Guide). Allow coating to cure a minimum of 16 hours at 70 °F and 50 % RH or until tack fee between coats. Allow coating to cure for a minimum of 72 hours before opening to vehicular traffic or installing separate wear course.Removal - Remove liquid coating immediately with dry cloth. Once cured, coating can only be removed by mechanical means.

I. Curing:

1. Cure waterproofing for not less than five days immediately after application and prior to being placed in service.
2. Moist-cure waterproofing for not less than three days immediately after application has set, followed by air drying prior to being placed in service unless otherwise recommended in writing by manufacturer.

J. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect completed application of waterproofing.

K. Prepare test and inspection reports.

END OF SECTION

SECTION 07 18 00 - TRAFFIC COATINGS

PART 1 - GENERAL

1.2 SUMMARY

A. Section includes and pavement markings for the following applications:

1. Vehicular traffic.

B. Related Requirements:

1. Section 07 16 14 Elastomeric Wear and Top Coat, for top coat application.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Use Sherwin Williams Hotline TM2153 or Sherwin Williams Setfast TM 227 on top of the Sikalastic Top coats.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Apply traffic coatings within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply traffic coatings to damp or wet substrates, when temperatures are below 40 deg F (5 deg C), when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F (3 deg C) above dew point.

1. Do not apply traffic coatings in snow, rain, fog, or mist, or when such weather conditions are imminent during the application and curing period. Apply only when frost-free conditions occur throughout the depth of substrate.

B. Do not install traffic coating until items that penetrate membrane have been installed.

C. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface.

1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace traffic coating that fails in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Adhesive or cohesive failures.
b. Abrasion or tearing failures.
c. Surface crazing or spalling.
d. Intrusion of water, oils, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations:

1. Use Sika Sherwin Williams Hotline TM2153 (second level only)

2. Sherwin Williams Setfast TM 227. (second level only)

3. Rust-oleum 2300 System Traffic Zone Striping (first level only)

2.2 PAVEMENT MARKINGS

A. Pavement-Marking Paint Specified Elsewhere: Comply with Section 32 17 23 "Pavement Markings."

B. Pavement-Marking Paint:

1. Color: White, Blue and Yellow.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, surface smoothness, and other conditions affecting performance of traffic-coating work.

B. Verify that substrates are visibly dry and free of moisture.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of traffic-coating work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

1. Begin coating application only after substrate construction and penetrating work have been completed.
2. Begin coating application only after minimum concrete-curing and -drying period recommended in writing by traffic-coating manufacturer has passed and after substrates are dry.
3. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Clean and prepare substrates according to ASTM C1127 and manufacturer's written instructions to produce clean, dust-free, dry substrate for traffic-coating application. Remove projections, fill voids, and seal joints if any, as recommended in writing by traffic-coating manufacturer.

3.3 INSTALLATION OF PAVEMENT MARKINGS

A. Do not apply pavement-marking paint for striping and other markings until layout, colors, and placement have been verified with Architect and traffic coating has cured.

B. Sweep and clean surface to eliminate loose material and dust.

C. Apply pavement-marking paint with mechanical equipment to produce markings of dimensions indicated with uniform straight edges. Apply at manufacturer's recommended rates for a minimum wet-film thickness of 15-mils (0.4-mm).

1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.

2. Broadcast glass beads uniformly into wet pavement-marking paint at a rate of 6 lb/gal. (0.72 kg/L).

3.4 PROTECTING AND CLEANING

A. Protect traffic coatings from damage and wear during remainder of construction period.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

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SECTION 07 92 00 – JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Nonstaining silicone joint sealants.
3. Urethane joint sealants.
4. Immersible joint sealants.
5. Silane-modified polymer joint sealants.
6. Mildew-resistant joint sealants.
7. Polysulfide joint sealants.
8. Butyl joint sealants.
9. Latex joint sealants.

B. Related Requirements:

1. Section 32 13 73 "Concrete Paving Joint Sealants" for sealing joints in paved roads, parking lots, walkways, and curbing.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Joint sealants.
2. Joint-sealant backing materials.

B. Samples for Initial Selection: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.

3. Joint-sealant formulation.

4. Joint-sealant color.

E. Sustainable Design Submittals:

1.3 INFORMATIONAL SUBMITTALS

A. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:

1. Joint-sealant location and designation.

2. Manufacturer and product name.

3. Type of substrate material.

4. Proposed test.

5. Number of samples required.

B. Preconstruction Laboratory Test Reports: For each joint sealant and substrate material to be tested from sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.

2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.

C. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

D. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.

E. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

A. Manufacturers' special warranties.

B. Installer's special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Authorized representative who is trained and approved by manufacturer.

1.6 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer[or are below 40 deg F.

2. When joint substrates are wet.

3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.

4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period:Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: 2 years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.

2. Disintegration of joint substrates from causes exceeding design specifications.

3. Mechanical damage caused by individuals, tools, or other outside agents.

4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain joint sealants from single manufacturer for each sealant type.

2.2 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: to match objects being caulked.

2.3 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.

B. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

C. Silicone, S, NS, 35, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability. nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 35, Use NT.

D. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

E. Silicone, Acid Curing, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

F. Silicone, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

G. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Uses T and NT.

H. Silicone, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T and NT.

I. Silicone, S, P, 100/50, T, NT: Single-component, pourable, plus 100 percent and minus 50 percent movement capability traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade P, Class 100/50, Uses T and NT.

J. Silicone, M, P, 100/50, T, NT: Multicomponent, pourable, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type M, Grade P, Class 100/50, Uses T and NT.

2.4 NONSTAINING SILICONE JOINT SEALANTS

A. Nonstaining Joint Sealants: No staining of substrates when tested in accordance with ASTM C1248.

B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Use NT.

C. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

D. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

E. Silicone, Nonstaining, M, NS, 50, NT: Nonstaining, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type M, Grade NS, Class 50, Use NT.

2.5 URETHANE JOINT SEALANTS

A. Urethane, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

B. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.

C. Urethane, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T and NT.

D. Urethane, S, P, 35, T, NT: Single-component, pourable, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 35, Uses T and NT.

E. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 25, Uses T and NT.

F. Urethane, M, NS, 50, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 50, Use NT.

G. Urethane, M, NS, 25, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 25, Use NT.

H. Urethane, M, NS, 50, T, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 50, Uses T and NT.

I. Urethane, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 25, Uses T and NT.

J. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade P, Class 50, Uses T and NT.

K. Urethane, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade P, Class 25, Uses T and NT.

2.6 IMMERSIBLE JOINT SEALANTS

A. Immersible Joint Sealants. Suitable for immersion in liquids; ASTM C1247, Class 2; tested in deionized water unless otherwise indicated.

B. Urethane, Immersible, S, NS, 100/50, NT, I: Immersible, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses NT and I.

C. Urethane, Immersible, S, NS, 35, NT, I: Immersible, single-component, nonsag, plus 35 percent and minus 35 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 35, Uses NT and I.

D. Urethane, Immersible, S, NS, 50, T, NT, I: Immersible, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 50, Uses T, NT, and I.

E. Urethane, Immersible, S, NS, 35, T, NT, I: Immersible, single-component, nonsag, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 35, Uses T, NT, and I.

F. Urethane, Immersible, S, NS, 25, T, NT, I: Immersible, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T, NT, and I.

G. Urethane, Immersible, S, P, 50, T, NT, I: Immersible, single-component, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 50, Uses T, NT, and I.

H. Urethane, Immersible, S, P, 25, T, NT, I: Immersible, single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade P, Class 25, Uses T, NT, and I.

I. Polysulfide, Immersible, M, NS, 25, NT, I: Immersible, multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C920, Type M, Grade NS, Class 25, Uses NT and I.

J. Urethane, Immersible, M, NS, 50, T, NT, I: Immersible, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 50, Uses T, NT, and I.

K. Urethane, Immersible, M, NS, 25, T, NT, I: Immersible, multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade NS, Class 25, Uses T, NT, and I.

L. Polysulfide, Immersible, M, NS, 25, T, NT, I: Immersible, multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, polysulfide joint sealant; ASTM C920, Type M, Grade NS, Class 25, Uses T, NT, and I.

M. Urethane, Immersible, M, P, 25, T, NT, I: Immersible, multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C920, Type M, Grade P, Class 25, Uses T, NT, and I.

2.7 SILANE-MODIFIED POLYMER JOINT SEALANTS

A. Silane-Modified Polymer, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, [silyl-terminated polyether] [silyl-terminated polyurethane] [polyurea] joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT.

B. Silane-Modified Polymer, S, NS, 35, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability, nontraffic-use, [silyl-terminated polyether] [silyl-terminated polyurethane] [polyurea] joint sealant; ASTM C920, Type S, Grade NS, Class 35, Use NT.

C. Silane-Modified Polymer, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, [silyl-terminated polyether] [silyl-terminated polyurethane] [polyurea] joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

D. Silane-Modified Polymer, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, [silyl-terminated polyether] [silyl-terminated polyurethane] [polyurea] joint sealant; ASTM C920, Type S, Grade NS, Class 100, Uses T and NT.

E. Silane-Modified Polymer, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, [silyl-terminated polyether] [silyl-terminated polyurethane] [polyurea] joint sealant; ASTM C920, Type S, Grade NS, Class 50, Uses T and NT.

F. Silane-Modified Polymer, S, NS, 35, T, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, [silyl-terminated polyether] [silyl-terminated polyurethane] [polyurea] joint sealant; ASTM C920, Type S, Grade NS, Class 35, Uses T and NT.

G. Silane-Modified Polymer, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, [silyl-terminated polyether] [silyl-terminated polyurethane] [polyurea] joint sealant; ASTM C920, Type S, Grade NS, Class 25, Uses T and NT.

H. Silane-Modified Polymer, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, [silyl-terminated polyether] [silyl-terminated polyurethane] [polyurea] joint sealant; ASTM C920, Type S, Grade P, Class 25, Uses T and NT.

2.8 POLYSULFIDE JOINT SEALANTS

A. Polysulfide, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.

B. Polysulfide, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C920, Type M, Grade NS, Class 25, Use NT.

C. Polysulfide, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, polysulfide joint sealant; ASTM C920, Type M, Grade P, Class 25, Uses T and NT.

2.9 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

a. Concrete.
b. Masonry.

3. Remove laitance and form-release agents from concrete.

4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

a. Metal.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.

2. Do not stretch, twist, puncture, or tear sealant backings.

3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.

2. Completely fill recesses in each joint configuration.

3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth,

uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.

2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

3. Provide concave joint profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.

    a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

SECTION 09 91 13 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Primers.

2. Finish coatings.

3. Floor sealers and paints.

B. Related Requirements:

1. Section 05 50 00 "Metal Fabrications" for shop priming metal fabrications.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include preparation requirements and application instructions.

2. Indicate VOC content.

3. Label each coat of each Sample.

4. Label each Sample for location and application area.

B. Product Schedule: Use same designations indicated on Drawings and in the Exterior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations. Include submittal for painting the entire ceiling structure on the first floor.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint Products: 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.

2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain each paint product from single source from single manufacturer.

2.2 PAINT PRODUCTS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer based on testing and field experience.

2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturer for use in paint system and on substrate indicated.

B. Colors: As selected by Architect from manufacturer's full range.

1. 10 percent of surface area will be painted with deep tones.

2.3 PRIMERS

A. Exterior, Alkali-Resistant, Water-Based Primer: Pigmented, water-based primer formulated for use on alkaline surfaces, such as exterior plaster, vertical concrete, and masonry.

B. Exterior, Latex Block Filler: Water-based, pigmented, high-solids, emulsion coating formulated to bridge and fill porous surfaces of exterior concrete masonry units in preparation for specified subsequent coatings.

C. Water-Based Bonding Primer: Pigmented, water-based-emulsion primer formulated for exterior use and to promote adhesion of subsequent specified coatings.

D. Solvent-Based Bonding Primer: Pigmented, solvent-based primer formulated for exterior use and to seal substrates and promote adhesion of specified subsequent coatings.

E. Water-Based, Rust-Inhibitive Primer: Corrosion-resistant, water-based-emulsion primer formulated for resistance to flash rusting when applied to cleaned, exterior ferrous metals subject to mildly corrosive environments.

F. Zinc-Rich, Inorganic Primer: Corrosion-resistant, inorganic-based, zinc-rich primer formulated for use on prepared steel subject to severe industrial or marine environments.

G. Surface-Tolerant Metal Primer: Corrosion-resistant, solvent-based metal primer formulated for use on structural steel and metal fabrications that have been minimally prepared.

H. Quick-Drying, Alkyd Metal Primer: Corrosion-resistant, solvent-based, modified-alkyd primer; lead and chromate free; formulated for quick-drying capabilities and for use on cleaned, exterior steel surfaces.

I. Water-Based, Galvanized-Metal Primer: Corrosion-resistant, pigmented, acrylic primer; formulated for use on cleaned/etched, exterior, galvanized metal to prepare it for subsequent water-based coatings.

J. Epoxy Metal Primer: Corrosion-resistant, solvent-based, two-component epoxy primer formulated for use on prepared, exterior ferrous- and galvanized-metal surfaces.

K. Vinyl Wash Primer: Two-component, vinyl butyral/phosphoric acid, wash primer formulated for use over cleaned metal surfaces and zinc-rich primers as a tie coat for subsequent corrosion-resistant primers or finish coatings.

2.4 FINISH COATINGS

A. Exterior Latex Paint, Flat: Water-based, pigmented coating; formulated for alkali, mold, microbial, and water resistance and for use on exterior surfaces, such as portland cement plaster, concrete, and primed wood.

1. Gloss and Sheen: Manufacturer's standard flat finish.

B. Exterior Latex Paint, Low Sheen: Water-based, pigmented coating; formulated for alkali, mold, microbial, and water resistance and for use on exterior surfaces, such as portland cement plaster, concrete, and primed wood.

1. Gloss and Sheen Level: Manufacturer's standard low-sheen finish.

C. Exterior Latex Paint, Semigloss: Water-based, pigmented emulsion coating formulated for alkali, mold, microbial, and water resistance and for use on exterior surfaces, such as masonry, portland cement plaster, and primed wood and metal.

1. Gloss Level:Manufacturer's standard semigloss finish.

D. Exterior Alkyd Enamel, Semigloss: Solvent-based, pigmented, alkyd enamel formulated for mold, microbial, and water resistance and for use on exterior, primed, wood and metal surfaces.

1. Gloss Level: Manufacturer's standard semigloss finish.

E. Exterior Alkyd Enamel, Gloss: Solvent-based, pigmented, alkyd enamel formulated for mold, microbial, and water resistance and for use on exterior, primed, wood and metal surfaces.
1. Gloss Level: Manufacturer's standard gloss finish.

F. Quick-Drying Alkyd Enamel, Semigloss: Solvent-based, alkyd or modified-alkyd enamel formulated for quick-drying capabilities and for use on exterior, primed, metal and dimensionally stable wood surfaces.

1. Gloss Level: Manufacturer's standard semigloss finish.

G. Exterior, Water-Based, Light Industrial Coating, Low Sheen: Corrosion-resistant, water-based, pigmented, emulsion coating formulated for resistance to blocking (sticking of two painted surfaces), water, alkalis, moderate abrasion, and mild chemical exposure and for use on exterior, primed, wood and metal surfaces.

H. Exterior, Water-Based, Light Industrial Coating, Semigloss: Corrosion-resistant, water-based, pigmented, emulsion coating formulated for resistance to blocking (sticking of two painted surfaces), water, alkalis, moderate abrasion, and mild chemical exposure and for use on exterior, primed, wood and metal surfaces.

1. Gloss Level: Manufacturer's standard semigloss finish.

I. Exterior, Water-Based, Light Industrial Coating, Gloss: Corrosion-resistant, water-based, pigmented, emulsion coating formulated for resistance to blocking (sticking of two painted surfaces), water, alkalis, moderate abrasion, and mild chemical exposure and for use on exterior, primed, wood and metal surfaces.

1. Gloss Level: Manufacturer's standard gloss finish.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.

2. Masonry (Clay and Concrete Masonry Units): 12 percent.

3. Portland Cement Plaster: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

D. Exterior Gypsum Board Substrates: Verify that finishing compound is dry and sanded smooth.

E. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.

F. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:

1. SSPC-SP 2.

2. SSPC-SP 7/NACE No. 4.

3. SSPC-SP 11.

G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

I. Aluminum Substrates: Remove loose surface oxidation.

3.3 INSTALLATION

A. Apply paints in accordance with manufacturer's written instructions.

B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Pipe hangers and supports.
d. Metal conduit.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.

2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written instructions, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.

2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.

3. Allow empty paint cans to dry before disposal.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:

   a. Prime Coat: Exterior, alkali-resistant, water-based primer. Matching topcoat.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Exterior latex paint, semigloss.

2. Latex over Latex Aggregate System:

   a. Prime Coat: Textured latex coating, flat.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Exterior latex paint, semigloss.

3. Latex Aggregate System:

   a. Prime Coat: As recommended in writing by topcoat manufacturer.
   b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
   c. Topcoat: Textured latex coating, low sheen.

4. High-Build Latex System : Dry film thickness of not less than 10 mils.

   a. Prime Coat: As recommended in writing by topcoat manufacturer.
   b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
   c. Topcoat: Exterior, high-build latex paint.

5. Water-Based, Light Industrial Coating System:

   a. Prime Coat: Exterior, alkali-resistant, water-based primer.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Exterior, water-based, light industrial coating, semigloss.

B. Concrete Substrates, Traffic Surfaces:

1. Latex Floor Paint System:

   a. Prime Coat: Matching topcoat.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Latex floor paint, low gloss.

2. Latex Deck Coating System:

   a. Prime Coat: As recommended in writing by topcoat manufacturer.
   b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
   c. Topcoat: Latex deck coating.

3. Alkyd Floor Enamel System:

   a. Prime Coat: Matching topcoat.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Alkyd floor enamel, gloss.

4. Clear, Water-Based Sealer System:

   a. Prime Coat: Matching topcoat.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Water-based, concrete-floor sealer.

5. Clear, Solvent-Based Sealer System:

   a. Prime Coat: Matching topcoat.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Solvent-based, concrete-floor sealer.

C. Concrete Masonry Unit Substrates:

1. Latex System :

   a. Prime Coat: Exterior, latex block filler.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Exterior latex paint, low sheen.

2. Latex over Alkali-Resistant Primer System

   a. Prime Coat: Exterior, alkali-resistant, water-based primer.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Exterior latex paint, low sheen.

3. Latex Aggregate System :

   a. Prime Coat: As recommended in writing by topcoat manufacturer.
   b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
   c. Topcoat: Textured latex coating, low sheen.

4. Water-Based, Light Industrial Coating System:

   a. Prime Coat: Exterior, latex block filler.
   b. Intermediate Coat: Matching topcoat.
   c. Topcoat: Exterior, water-based, light industrial coating, low sheen.

D. Steel and Iron Substrates:

1. Water-Based, Light Industrial Coating System:

a. Prime Coat: Epoxy metal primer.
b. Intermediate Coat: Matching topcoat.

c. Topcoat: Exterior, water-based, light industrial coating, semigloss.

2. Water-Based, Light Industrial Coating over Epoxy System:

a. Prime Coat: Epoxy metal primer.
b. Intermediate Coat: High-build epoxy paint, low gloss.
c. Topcoat: Exterior, water-based, light industrial coating.

3. Alkyd System:

a. Prime Coat: Alkyd metal primer.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Exterior alkyd enamel, semigloss.

4. Quick-Drying Enamel System:

a. Prime Coat: Quick-drying, alkyd metal primer.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Quick-drying alkyd enamel, semigloss.

5. Aluminum Paint System:

a. Prime Coat: Alkyd metal primer.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Aluminum paint.

E. Galvanized-Metal Substrates:

1. Latex System:

a. Prime Coat: Water-based, galvanized-metal primer.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Exterior latex paint, semigloss.

2. Water-Based, Light Industrial Coating System:

a. Prime Coat: Epoxy metal primer.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Exterior, water-based, light industrial coating, semigloss.

3. Latex System:

a. Prime Coat: Matching topcoat.
b. Intermediate Coat: Matching topcoat.
c. Topcoat: Exterior latex paint, semigloss.

4. High-Build Latex System: Dry film thickness of not less than 10 mils (0.25 mm).

    a. Prime Coat: As recommended in writing by topcoat manufacturer.
    b. Intermediate Coat: As recommended in writing by topcoat manufacturer.
    c. Topcoat: Exterior, high-build latex paint.

5. Water-Based, Light Industrial Coating System:

    a. Prime Coat: Exterior, alkali-resistant, water-based primer.
    b. Intermediate Coat: Matching topcoat.
    c. Topcoat: Exterior, water-based, light industrial coating, semigloss.

END OF SECTION

SECTION 32 13 73 – CONCRETE PAVING JOINT SEALANTS

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cold-applied joint sealants.
2. Cold-applied, fuel-resistant joint sealants.
3. Hot-applied, fuel-resistant joint sealants.
4. Joint-sealant backer materials.
5. Primers.

B. Related Requirements:

1. Section 07 92 00 "Joint Sealants" for sealing nontraffic and traffic joints in locations not specified in this Section.

1.2 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backer materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED, FUEL-RESISTANT JOINT SEALANTS

A. Fuel-Resistant, Single-Component, Pourable, Modified-Urethane, Elastomeric Joint Sealant: ASTM C920, Type S, Grade P, Class 25, for Use T.

2.3 JOINT-SEALANT BACKER MATERIALS

A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.

B. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

3.3 INSTALLATION OF JOINT SEALANTS

A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions.

C. Install joint-sealant backers to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of joint-sealant backer materials.

2. Do not stretch, twist, puncture, or tear joint-sealant backer materials.

3. Remove absorbent joint-sealant backer materials that have become wet before sealant application and replace them with dry materials.

D. Install joint sealants immediately following backer material installation, using proven techniques that comply with the following:

1. Place joint sealants so they fully contact joint substrates.

2. Completely fill recesses in each joint configuration.

3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants in accordance with the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:

1. Remove excess joint sealant from surfaces adjacent to joints.

2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING AND PROTECTION

A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

3.5 PAVING-JOINT-SEALANT SCHEDULE

A. Joints within concrete paving

1. Joint Location:

a. Expansion and isolation joints in concrete paving.
b. Contraction joints in concrete paving.
c. Other joints as indicated.

2. Joint Sealant: Single-component, self-leveling, silicone joint sealant.

3. Joint-Sealant Color: Gray

B. Fuel-resistant joints within concrete paving:

1. Joint Location:

a. Expansion and isolation joints in concrete paving.
b. Contraction joints in concrete paving.
c. Other joints as indicated.

2. Joint Sealant: Fuel-resistant, single-component, pourable, modified-urethane, elastomeric joint sealant.

3. Joint-Sealant Color: Gray.

END OF SECTION

SECTION 32 17 13 - PARKING BUMPERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Precast concrete wheel stops.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Precast concrete wheel stops.

PART 2 - PRODUCTS

2.1 PARKING BUMPERS

A. Precast Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete; 4000-psi minimum compressive strength; manufacturer's standard height and width 72 long. Provide chamfered corners[, and a minimum of two factory-formed or -drilled vertical holes through wheel stop for anchoring to substrate.

1. Source Limitations: Obtain wheel stops from single source from single manufacturer.

2. Surface Appearance: Smooth, free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.

3. Surface Finish: All should be site painted yellow.

4. Mounting Hardware: Per detail

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement is in suitable condition to begin installation in accordance with manufacturer's written instructions.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install wheel stops in accordance with manufacturer's written instructions unless otherwise indicated.

B. Install wheel stops in bed of adhesive before anchoring to substrate.

C. Securely anchor wheel stops to substrate with hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer. Recess head of hardware beneath top of wheel stop. Fill each hole with sealant for a water proof seal on upper level.

END OF SECTION

SECTION 32 17 23 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Painted markings applied to concrete surfaces.

2. Painted marking applied to concrete surfaces that contain Sikalastic – 715 Top Lo-VOC finish (second level of parking garage)

B. Related Requirements:

1. Section 07 18 00 "Traffic Coatings" for painting whole areas of building floors and pavements with coatings having an integral wearing surface.

2. Section 09 91 13 "Exterior Painting" for painting exterior concrete surfaces other than pavement markings.

1.3 ACTION SUBMITTALS

A. Product Data: Include technical data and tested physical and performance properties.

1. Pavement-marking paint, alkyd.

2. Pavement-marking paint, solvent-borne.

3. Pavement-marking paint, acrylic.

4. Pavement-marking paint, latex.

B. Shop Drawings:

1. Not required.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials 55 deg for water-based materials], and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

1. Use Sika Sherwin Williams Hotline TM2153 (second level only)

2. Sherwin Williams Setfast TM 227. (second level only)

3. Rust-oleum 2300 System Traffic Zone Striping (first level only)

B. Source Limitations: None

2.2 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in the ABA standards of the Federal agency having jurisdiction.

2.3 PAVEMENT-MARKING PAINT

A. Pavement-Marking Paint, Alkyd: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N colors complying with FS TT-P-1952F.

1. Color: As indicated

B. Pavement-Marking Paint, Solvent-Borne: MPI #32, solvent-borne traffic-marking paint.

1. Color: As indicated.

C. Pavement-Marking Paint, Acrylic: Acrylic, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952F, Type II, with drying time of less than three minutes.

1. Color: As indicated.

D. Pavement-Marking Paint, Latex: MPI #97, latex traffic-marking paint.

1. Color: indicated.

2. Roundness: Minimum 75percent true spheres by weight.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement-marking substrate is dry and in suitable condition to begin pavement marking in accordance with manufacturer's written instructions.

B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.

B. Allow water proofing on upper deck to cure per manufacturer requirements prior to stripping.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.

2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

3.3 PROTECTING AND CLEANING

A. Protect pavement markings from damage and wear during remainder of construction period.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

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City Council Meeting **K. 2.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Works Contract with Metrocell Construction, Inc. for an amount not-to-exceed $850,600 for the Ford Park Restroom Replacement Project, approve an additional appropriation in the amount of $135,660, and determine that the project is exempt from environmental review pursuant to Section 15302(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 recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine approval of the public works contract with Metrocell Construction, Inc. for the Ford Park Restroom Replacement Project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act.

2. I move that the City Council approve an award of the public works construction contract to Metrocell Construction, Inc in the amount of $850,600 for the Ford Park Restroom Replacement Project No. FCS102224DC.

3. I move that City Council approve the additional appropriation from the Park Development Fund (250) in the amount of $135,660.

RECOMMENDATION:

Staff recommends City Council approve the Public Works Contract with Metrocell Construction, Inc. for an amount not-to-exceed $850,600 for the Ford Park Restroom Replacement Project, approve an additional appropriation from the Park Development Fund (250) in the amount of $135,660, and determine

that the project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act

DISCUSSION:

The restroom facility located near the dog park at Ford Park is currently out of service and in need of replacement to support park patrons. The new restroom facility will expand the current restroom's capacity to include two restrooms with a total of six stalls (two of which are ADA-compliant), two urinals, and four sinks. Additionally, ADA-compliant walkways will be installed, providing access to the new restroom facility from the western section of the park, which includes the dog park and fishing ponds.

City Consultant, Miller Architectural Corporation, finalized the plans and specifications and staff advertised the project for construction. On November 14, 2024, the City Clerk's office received and opened seven (7) bids. The bids were reviewed by staff to determine if they were responsive to bid requirements.

BID OPENING REPORT SUMMARY	
BIDDER	**TOTAL BID AMOUNT**
1. Metrocell Construction, Inc.	$850,600.00
2. R. Dependable Construction, Inc.	$879,000.00
3. Leonida Builders, Inc.	$925,000.00
4. Venture Construction and Management	*$1,169,500.00
5. Elegant Construction, Inc.	$1,280,000.00
6. Red Castle Construction	$1,740,888.00
**JT Construction Group, Inc.	*$422,760.00

Note: Total Bid amount includes the Base Bid plus Additive "A".
*An arithmetic error was discovered in the bid proposal. Total bid amount was corrected but did not affect ranking.
**At the time of the decision, JT Construction Group, Inc.'s Secretary of State (SOS) status was listed as "suspended". The status has since been updated to "active". However, the vendor was unresponsive to repeated attempts at communication.

Based on the attached bid analysis, Metrocell Construction, Inc. is the lowest responsive and responsible bidder. Therefore, it is recommended that the City Council award a construction contract to Metrocell Construction, Inc. for an amount not-to-exceed $850,600. If approved, it is anticipated the project will be completed within one hundred-twenty (120) working days of the issuance of a Notice to Proceed.

This project is categorically exempt from environmental review in accordance with Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves negligible or no expansion of capacity.

ALTERNATIVES:

The City Council may elect not to approve the award of the contract and provide staff alternate direction.

STRATEGIC PLAN:

Priorty D-3 - Infrastructure

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
Chris Boatman, Assistant City Manager
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Don Craw, Facilities and Community Services Senior Manager

Fiscal Impact

Fiscal Year:	2025
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	935,660
Budgeted Y/N:	Partially
Account No.:	101303-8501

Discussion:

The total cost of the project will be $935,660 ($850,600 plus a 10% contingency); $800,000 was included in the FY 24/25 budget for this project. Therefore, staff are requesting an additional appropriation in the amount of $135,660 from the Parks Development Fund (250), a development impact fee fund to complete the project. The expanded capacity of the new restrooms

justifies the use of development impact fees to partially offset the cost this project.

Attachments

Metrocell Public Works Contract
B. Bid Analysis
C. Bid Opening Report
Additional Appropriation

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of May, 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 Metrocell Construction, 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: Ford Park Restroom Building Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Ford Park Restroom Building Replacement Project (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of eight hundred fifty thousand six hundred dollars ($850,600) 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 one hundred twenty (120) 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 ($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)

_Metrocell Construction, 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
Facilities and Community Services Department
Ford Park Restroom Building Replacement Project
Project No. FCS102224DC

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.

__Metrocell Construction, Inc._____
(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 Metrocell Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement dated May 6, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Ford Park Restroom Building Replacement Project 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, Metrocell Construction, Inc., as Surety, are held and firmly bound unto the City in the penal sum of eight hundred fifty thousand six hundred dollars ($850,600) 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 Metrocell Construction, 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 May 6, 2025, and identified as Ford Park Restroom Building Replacement Project 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 eight hundred fifty thousand six hundred dollars ($850,600) 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
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO. FCS102224DC — BID DATE: 14-Nov-2024
FORD PARK RESTROOM BUILDING REPLACEMENT PROJECT — EST. START DATE: 4-Feb-2024

Item No.	Bid Item	Quantity	Unit	JT Construction Group, Inc.		Metrocell Construction, Inc.		R. Dependable Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Installation of Ford Park Restroom Building per	1	LS	$262,760.00	$262,760.00	$719,000.00	$719,000.00	$800,000.00	$800,000.00
	Last Minute Additions/Deductions								
	Total Base Bid				**$262,760.00**		**$719,000.00**		**$800,000.00**
Additive A									
2	Installation of concrete walkways	1	LS	$160,000.00	$160,000.00	$131,600.00	$131,600.00	$79,000.00	$79,000.00
	Last Minute Additions/Deductions								
	Total Bid Additive A				**$160,000.00**		**$131,600.00**		**$79,000.00**
	Total Base Bid Plus Additive A				**$422,760.00**		**$850,600.00**		**$879,000.00**

Item No.	Bid Item	Quantity	Unit	Leonida Builders, Inc.		Venture Construction and Management		Elegant Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Installation of Ford Park Restroom Building per	1	LS	$545,000.00	$545,000.00	$962,300.00	$962,300.00	$880,000.00	$880,000.00
	Last Minute Additions/Deductions								
	Total Base Bid				**$545,000.00**		**$962,300.00**		**$880,000.00**
Additive A									
2	Installation of concrete walkways	1	LS	$380,000.00	$380,000.00	$207,200.00	$207,200.00	$400,000.00	$400,000.00
	Last Minute Additions/Deductions								
	Total Bid Additive A				**$380,000.00**		**$207,200.00**		**$400,000.00**
	Total Base Bid Plus Additive A				**$925,000.00**		**$1,169,500.00**		**$1,280,000.00**

Item No.	Bid Item	Quantity	Unit	Red Castle Construction	
				Unit Price	Item Price
1	Installation of Ford Park Restroom Building per	1	LS	$1,655,000.00	$1,655,000.00
	Last Minute Additions/Deductions				
	Total Base Bid				**$1,655,000.00**
Additive A					
2	Installation of concrete walkways	1	LS	$85,888.00	$85,888.00
	Last Minute Additions/Deductions				
	Total Bid Additive A				**$85,888.00**
	Total Base Bid Plus Additive A				**$1,740,888.00**

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the 14th **day of November 2024 at 2:00 p.m.** on behalf of the Facilities and Community Services Department for **Ford Park (N) Restroom Building Replacement Project – Project No. FCS102224DC**. 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	Base Bid Amount	Additive Bid "A" Amount	Base Bid Amount + Additive Bid "A" Total
1	Elegant Construction Inc., Irvine, CA	Yes	Yes	$88,000.00	$400,000.00	$1,280,000.00
2	JT Construction Group, Inc., Duarte, CA	Yes	Yes	$262,760.00	$160,000.00	$160,000.00
3	Leonida Builders, Inc., Acton, CA	Yes	Yes	$545,000.00	$380,000.00	$925,000.00.
4	Metrocell Construction, Inc., Ontario, CA	Yes	Yes	$719,000.00	$131,600.00	$850,600.00.
5	R. Dependable Construction, Inc., San Bernardin CA	Yes	Yes	$800,000.00	$79,000.00	$879,000.00
6	Venture Construction and Management, Corona, CA	Yes	Yes	$962,300.00	$207,200.00	$207,200.00
7	Red Castle Construction, Chino Hills, CA	Yes	Yes	$1,655,000.00	$85,888.00	$1,740,888.00

**Bids are sorted lowest to highest $ amount by Base Bid Amount

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Gerard Nepomuceno; Don Craw

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 5/6/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Parks and Open Space	250400	8501		$ 135,660.00
			$	$ 135,660.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
			$	$ 0.00

JUSTIFICATION: Additional funds required to complete the Ford Park restroom replacement project.
$800,000 budgeted, project contract amount $850,600 plus 10%contingency equals $935,660
Request additional amount be allocated from the Parks DIF fund.

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 **K. 3.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Non-Professional Services Agreement with Houston & Harris PCS, Inc. for on-call sewer collection system maintenance services with an initial one (1) year term value not-to-exceed $250,000 with options to extend for two (2) additional years for a total potential amount not-to-exceed $750,000, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) 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 that approval of a Non-Professional Services Agreement with Houston & Harris PCS, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to approve the Non-Professional Services Agreement with Houston & Harris PCS, Inc.

RECOMMENDATION:

Staff recommends that City Council determine that approval of a Non-Professional Services Agreement with Houston & Harris PCS, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and approve a Non-Professional Services Agreement with Houston & Harris PCS, Inc. for on-call sewer collection system maintenance services with an initial one (1) year term value not-to-exceed $250,000 with options to extend for two (2) additional years for a total potential amount not-to-exceed $750,000.

DISCUSSION:

The City's wastewater collection system includes approximately 245 miles of gravity sewer pipelines and conveys untreated wastewater to the Wastewater Treatment Plant (WWTP). The City is required to follow best management practices to properly maintain the wastewater collection system and minimize the risk of sanitary sewer overflows (SSOs) or other sewer-related issues. These requirements are outlined in the California State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. Compliance includes routine sewer pipeline cleaning and inspection, as well as prompt and effective SSO response, containment, and clean-up.

In addition to supporting the wastewater collection system, the selected contractor may also be called upon to assist with specialized cleaning services at the WWTP. The facility includes four (4) anaerobic digesters and two (2) equalization basins, which require periodic cleaning to remove accumulated solids, grit, and debris. Routine cleaning is necessary to maintain process efficiency, prevent mechanical issues, and ensure continued regulatory compliance.

Staff issued a Request for Bids (RFB) for supplemental SSO emergency response, pipeline cleaning, and pipeline inspections on March 12, 2025. Two bids were received by the March 26, 2025 bid submittal deadline. To ensure timely SSO responses, the Scope of Services requires bidders to be located within thirty (30) miles of the Redlands city boundaries. Only Houston & Harris PCS, Inc. is able to meet this requirement. Houston & Harris PCS, Inc. has provided these services to the City for the past five (5) years.

The RFB includes conservative task estimates that represent typical annual services. The Total Extended Price submitted by bidders does not represent a guaranteed annual contract amount. Staff requests authorization to utilize only the budgeted amount previously approved by City Council on June 18, 2024, as part of the Annual Purchase Orders for Fiscal Year 2024–2025.

Approval of the Non-Professional Services Agreement with Houston & Harris PCS, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment.

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:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$250,000
Budgeted Y/N:	Y
Account No.:	521900

Discussion:

There is no fiscal impact associated with this action. Sufficient funds remain in the FY 24/25 Wastewater Service budget for this expenditure. Future Agreement extensions will be based on approved fiscal year budget appropriations.

Attachments

Bid Report
Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bid was opened on the **26th day of March 2025 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **On-call Sewer Collection System Maintenance Support. Bid No. 20250312-JE.** 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 Certification Signed	Addenda Issued (1)	Total Bid Amount
1	Pipe Tec Inc., Baldwin Park, CA	Yes	Yes	$729,000.00
2	Houston & Harris PCS Inc., San Bernardino, CA	Yes	Yes	$1,061,150.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: LaWanda Butler, Fernando Mata, Paul Mariscal

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of On-Call Sewer Collection System Maintenance Support ("Agreement") is made and entered in this 08 day of June, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Houston & Harris PCS, Inc. ("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:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform On-Call Sewer Collection System Maintenance Support services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor 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 Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 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 purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates John R. Harris, Municipal Utilities & Engineering 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 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," 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 from the Effective Date of this Agreement (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 Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of two hundred fifty thousand dollars ($250,000) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for

Contractor's performance for the Services shall not exceed the amount of two hundred fifty thousand dollars ($250,000) for the first Extended Term; and two hundred fifty thousand dollars ($250,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of seven hundred fifty thousand dollars ($750,000). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor'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. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor'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	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Larry Houston, President Houston & Harris PCS, Inc. P.O. Box 10367 San Bernardino, CA, 92423 lhouston@houstonandharris.com (909) 422-8990

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor 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 Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," 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 Contractor owned vehicles used in connection with Contractor'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.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and 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, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor 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 Contractor's Services. Contractor 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 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

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 Contractor must disclose its financial interests, Contractor 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 Contractor 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, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor 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. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor 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 Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor 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 Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor 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 Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

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 Contractor.

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 Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

Houston & Harris PCS, Inc.

By: _____
Larry Houston, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Shall provide on-call sewer collection system maintenance support services, which may include, but are not limited to:

•Assistance with Sanitary Sewer Overflow (SSO) response in the event of a failure beyond the City's response capability or other sewer-related emergencies.
•Assistance with collection system main line bypass or other wastewater projects.
•Assistance with sewer line maintenance cleaning and CCTV inspection activities due to resource constraints and/or projects; CCTV reports and documentation must be provided in GraniteNet Software.
•Assistance with sewer lateral inspections and lateral launch.
•Cleaning/Maintenance of piping network at the City's wastewater treatment plant (WWTP), assistance with cleaning of equalization basins, and cleaning of anaerobic digesters as needed.
Equalization Basin Cleaning
•The City has two equalization basins with high-density polyethylene (HDPE) liners.
•The contractor must not damage the liner during cleaning operations.
•If damage occurs, the contractor shall be fully responsible for repairing the damaged area at their own expense.
•The two basins have capacities of 1.6 million gallons and 1.4 million gallons. The City will be responsible for draining the liquid prior to cleaning.
Anaerobic Digester Cleaning
•The facility includes three anaerobic digesters and one secondary digester (holding tank) that require periodic cleaning.
•Digester dimensions:

Digester 1, Digester 2, and Secondary Digester: 45 ft diameter, 22 ft side water depth (SWD).
Digester 3: 60 ft diameter, 22 ft SWD.

•Hourly rate for equipment to include all associated costs, including fuel, mileage, related equipment, and supplies.
•Linear foot rate for services to include all associated costs, including staff, equipment, fuel, mileage, related equipment, and supplies.
•Provide proper supervision and appropriate traffic control at the job site during all phases of work.
•Ensure all work is performed safely, using appropriate personal protective equipment (PPE) and in compliance with City safety practices, OSHA regulations, and job-specific contractor requirements.
•If required, prepare an Overflow Emergency Response Plan specific to the task and in accordance with the City's Overflow Emergency Response Plan.
•Contractor must be located within 30 miles of the City of Redlands Municipal Utilities & Engineering Department: 35 Cajon St. Suite 15A, Redlands, CA 92373.
•Contractor must respond to on-call sewer collection system maintenance support requests within 60 minutes of notification. A response is defined as an acknowledgment of the call and confirmation that personnel and equipment are en route to the emergency within 60 minutes of notification.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Houston & Harris PCS, Inc.(hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to On-Call Sewer Collection System Maintenance Support (the "Work"), which said agreement, dated June 08, 2025, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" 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 two hundred fifty thousand dollars ($250,000) 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 _____, 20__.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

(Price and Fee Bid")

Item No.	Description	Unit	Cost per Unit (A)	Total Quantity (B)	Total Extended Price (AxB)
1	Combination Vehicle: Mon-Fri 7:00 AM - 5:00 PM	Per hour	$ 630.00	80	$ 50,400.00
2	Combination Vehicle: After Hours Mon-Fri (5:00 PM - 7:00 AM)	Per hour	$ 760.00	80	$ 60,800.00
3	Combination Vehicle: Weekends	Per hour	$ 925.00	80	$ 74,000.00
4	Combination Vehicle: City Holidays	Per hour	$ 925.00	80	$ 74,000.00
5	Staff : Mon-Fri 7:00 AM - 5:00 PM	Per hour	$ 115.00	160	$ 18,400.00
6	Staff : After Hours Mon-Fri (5:00 PM - 7:00 AM)	Per hour	$ 145.00	160	$ 23,200.00
7	Staff : Weekends	Per hour	$ 185.00	160	$ 29,600.00
8	Staff : City Holidays	Per hour	$ 185.00	160	$ 29,600.00
9	Sewer Main Line Cleaning (including all staff, equipment, and other associated costs)	Per linear foot	$ 8.40	15,000	$ 126,000.00
10	Sewer Main Line and Lateral CCTV Inspection & Lateral Launch (including all staff, equipment, and other associated costs)	Per linear foot	$ 10.61	15,000	$ 159,150.00
11	Line Jetting (including all staff, equipment, and other associated costs)	Per linear foot	$ 8.40	15,000	$ 126,000.00
12	Anaerobic Digester Cleaning (including all staff, equipment, and disposal of removed material per one digester)	Per event	$ 145,000.00	1	$ 145,000.00
13	Equalization Basin Cleaning (including all staff, equipment, and disposal of removed material per one basin)	Per event	$ 145,000.00	1	$ 145,000.00
				TOTAL Extended Price (Items 1 through 13)	$ 1,061,150.00

EXHIBIT "D"

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.

Houston & Harris PCS, Inc.

By:_____ Date: _____

Larry Houston, President

City Council Meeting **K. 4.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with Tryco General Engineering for the Orange Blossom Trail Phase 4 Project for an amount not-to-exceed $960,145, and determine that the Project is categorically exempt from environmental review under Section 15301(c) 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 that approval of a Public Works Construction Contract with Tryco General Engineering for the Orange Blossom Trail Phase 4 Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the Orange Blossom Trail Phase 4 Project plans and specifications, and award a Public Works Construction Contract to Tryco General Engineering for an amount not-to-exceed $960,145.

RECOMMENDATION:

Staff recommends City Council determine approval of a Public Works Construction Contract with Tryco General Engineering for the Orange Blossom Trail Phase 4 Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of the Orange Blossom Trail Phase 4 Project plans and specifications and award a Public Works Construction Contract to Tryco General Engineering for an amount not-to-exceed $960,145.

DISCUSSION:

In 2008, the City Council received and filed the final Orange Blossom Trail conceptual alignment plan prepared by the Dangermond Group. This plan contains a final proposed trail alignment and implementation plan for the 7.5-mile bicycle and pedestrian trail located primarily within existing flood control and railroad rights-of-way. The trail provides non-motorized connectivity and a recreational corridor linking local residents with various facilities, including schools, businesses, parks, and public transportation, and the Santa Ana River Trail at Mountain View Avenue and Opal Avenue. The trail is anticipated to meet the needs of various users, such as long-distance bicyclists, students, and wheelchair users.

The Orange Blossom Trail Phase 4 (Project) is the final remaining segment to complete the 7.5-mile Orange Blossom Trail within the City of Redlands. Once constructed, it will connect the City's east and west termini to parks and open space areas, including the Santa Ana River, Crafton Hills, and San Timoteo Canyon. The Project includes construction of approximately 0.75 miles of a multi-use path along the Mission Channel, extending from Redlands Boulevard to a recently constructed trail segment between the north side of the I-10 Freeway and Mountain View Avenue. Most of the work will occur within the San Bernardino County Flood Control District's right-of-way. The trail will be paved with asphalt concrete. The Project will also protect existing utilities and trees, install a three-rail PVC fence, signage, pavement striping, and markings, and construct necessary drainage structures. In 2024, the City Council accepted a $1,098,700 Transportation Development Act (TDA) Article 3 grant to supplement Project costs. Acceptance of the grant requires local matching funds of $192,300 from the City's Public Benefit Trails Reserve.

In February 2025, staff finalized the plans and specifications and advertised the project for construction. On March 13, 2025, the City Clerk's office received and opened the following seventeen (17) bids:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. Tryco General Engineering, Rimforest, CA	*$960,145.00
2. Metrocell Construction, Inc., Chino, CA	$1,156,345.32
3. Towo Enterprise, Inc., Fullerton, CA	$1,182,143.50
4. CT&T Concrete Paving Inc., Diamond Bar, CA	$1,320,722.76
5. Horizon Construction Co., Orange, CA	$1,359,420.00
6. Roadway Engineering & Construction, Perris, CA	$1,363,411.00
7. Aneen Construction, Inc., Riverside, CA	*$1,396,978.00

8. LCR Earthwork Engineering, Jurupa Valley, CA	$1,387,968.00
9. Hill Crest Contractin, Corona, CA	$1,387,968.00
10. Los Angeles Engineering, Inc., Covina, CA	$1,484,000.00
11. All American Asphalt, Corona, CA	$1,538,343.00
12. Environmental Construction, Inc., Woodland Hills, CA	*$1,546,795.44
13. C.S. Legacy Construction, Inc., Walnut, CA	$1,593,781.02
14. KASA Construction, Chino, CA	$1,737,919.50
15. MBD General Engineering, Yorba Linda, CA	$1,995,484.00
16. Spec Construction Co., Ontario, CA	*$2,015,000.00
17. Hardy & Harper, Inc., Lake Forest, CA	$2,100,000.00

*An arithmetic error was discovered in the bid proposal. The total bid amount was corrected and highlighted in the attached bid analysis to identify arithmetic errors but it did not affect the ranking.

MUED staff reviewed each bid and determined that Tryco General Engineering is the lowest responsive and responsible bidder. Therefore, staff recommends City Council approval of a Public Works Construction Contract to Tryco General Engineering for an amount not-to-exceed $960,145. If approved, it is anticipated that the project will be completed within sixty (60) working days after a Notice to Proceed is ussued.

This project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves negligible or no expansion of capacity.

ALTERNATIVES:

City Council may reject the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

The project supports Strategic Plan Priority D, Strategic Objective 3. Infrastructure: Engineer and construct transportation facilities to accommodate all potential users - motorists, cyclists and pedestrians.

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
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	241400; 101400

Discussion:

There is no fiscal impact associated with this action. Eighty-five percent (85%) of the total project cost, $816,123.25, is budgeted in the Transportation Development Act Fund (241) and will be reimbursed through the TDA Article 3 grant program after completion of the project. The required 15% local match, in the amount of $144,021.75, is included in the FY 24/25 Engineering General Fund (101400).

Attachments

A. Tryco Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Project Plans
F. Project Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of May, 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 Tryco General Engineering (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: Orange Blossom Trail, Phase 4 Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Orange Blossom Trail, Phase 4 Project, Project No. S241006 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of nine hundred sixty thousand one hundred forty-five dollars ($960,145) 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 sixty (60) 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 ($500.00) 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 ($500.00) 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.

[Signatures on Next Page]

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)

Tryco General Engineering_____
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
Orange Blossom Trail, Phase 4 Project
Project No. S241006

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 Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement dated May 6, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Orange Blossom Trail Phase 4 Project 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,_The Gray Casualty & Surety as Surety, are held and firmly bound unto the City in the penal sum of nine hundred sixty thousand one hundred forty-five dollars ($960,145) 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 Tryco General Engineering (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 May 6, 2025, and identified as Orange Blossom Trail, Phase 4 Project, Project No. S241006 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 nine hundred sixty thousand one hundred forty-five dollars ($960,145) 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 bid was opened on the **13th day of March 2025 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Orange Blossom Trail, Phase 4. Project No. S241006.** 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	Addenda Issued (1)	Total Bid Amount
1	Tryco General Engineering, Yorba Linda	Yes	Yes	Yes	$977,805.00
2	Metrocell Construction, Inc., Chino	Yes	Yes	Yes	$1,156,345.32
3	Towo Enterprise, Inc., Fullerton	Yes	Yes	Yes	$1,182,143.50
4	CT&T Concrete Paving Inc., Diamond Bar	Yes	Yes	Yes	$1,320,722.76
5	Horizon Construction Co., Orange	Yes	Yes	Yes	$1,359,420.00
6	Roadway Engineering & Construction, Perris	Yes	Yes	Yes	$1,363,411.00
7	Aneen Construction, Inc., Riverside	Yes	Yes	Yes	$1,387,554.00
8	LCR Earthwork Engineering, Jurupa Valley	Yes	Yes	Yes	$1,387,968.00
9	Hillcrest Contracting, Corona	Yes	Yes	Yes	$1,387,992.00
10	Los Angeles Engineering, Inc., Covina	Yes	Yes	Yes	$1,484,000.00
11	All American Asphalt, Corona	Yes	Yes	Yes	$1,538,343.00
12	Environmental Construction, Inc., Woodland Hills	Yes	Yes	Yes	$1,546,795.50
13	C.S. Legacy Construction, Inc., Walnut	Yes	Yes	Yes	$1,593,781.02
14	KASA Construction, Chino	Yes	Yes	Yes	$1,737,919.50
15	MBD General Engineering, Yorba Linda	Cover page only	Yes	Yes	$1,995,484.00
16	Spec Construction Co., Ontario	Yes	Yes	Yes	$2,015,000.00
17	Hardy & Harper, Inc., Lake Forest	Yes	Yes	Yes	$2,100,000.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Gerard Nepomuceno

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

ATTACHMENT "C"

PROJECT NO.: S241006
Orange Blossom Trail Phase 4

Bid Date: March 13, 2025
Estimated Start Date: May 2025

Item No.	Bid Item	Qty	Unit	Tryco General Engineering, Inc.		Metrocell Construction, Inc.		Towo Enterprise, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$35,000.00	$35,000.00	$50,000.00	$50,000.00	$25,000.00	$25,000.00
2	SWPPP	1	LS	$4,800.00	$4,800.00	$2,500.00	$2,500.00	$10,000.00	$10,000.00
3	Traffic Control Plan	1	LS	$10,000.00	$10,000.00	$2,100.00	$2,100.00	$5,000.00	$5,000.00
4	Construction Surveying	1	LS	$12,000.00	$12,000.00	$25,600.00	$25,600.00	$20,000.00	$20,000.00
5	Clearing and Grubbing	1	LS	$11,500.00	$11,500.00	$35,688.00	$35,688.00	$10,000.00	$10,000.00
6	Grading	1	LS	$25,000.00	$25,000.00	$28,900.00	$28,900.00	$65,000.00	$65,000.00
7	4" Asphalt Concrete Pavement over 12" Nativ	44,150	SF	$5.50	$242,825.00	$6.74	$297,571.00	$5.25	$231,787.50
8	Bike Trail Signage, Striping, and Markings	1	LS	$17,000.00	$17,000.00	$29,100.00	$29,100.00	$20,000.00	$20,000.00
9	30"X30" Inlet & Grate	2	EA	$7,800.00	$15,600.00	$4,480.00	$8,960.00	$4,000.00	$8,000.00
10	Three Rail PVC Fence	4,080	LF	$34.00	$138,720.00	$44.21	$180,376.80	$25.00	$102,000.00
11	Decorative Concrete	3,232	SF	$14.00	$45,248.00	$16.64	$53,780.48	$25.00	$80,800.00
12	Truncated Domes	120	SF	$50.00	$6,000.00	$53.34	$6,400.80	$50.00	$6,000.00
13	Construct ADA Curb ramps type 1	3	EA	$4,800.00	$14,400.00	$10,833.00	$32,499.00	$8,000.00	$24,000.00
14	Install 24" RCP	20	LF	$500.00	$10,000.00	$535.00	$10,700.00	$400.00	$8,000.00
15	Grouted Rip-Rap	14	CY	$650.00	$9,100.00	$278.57	$3,899.98	$500.00	$7,000.00
16	6" Mow curb	8,044	LF	$8.00	$64,352.00	$6.34	$50,998.96	$24.00	$193,056.00
17	Street Crossing Monument Sign	1	EA	$10,000.00	$10,000.00	$20,200.00	$20,200.00	$8,500.00	$8,500.00
18	Trail Head Monument Sign	1	EA	$20,000.00	$20,000.00	$24,900.00	$24,900.00	$5,000.00	$5,000.00
19	install 4" atrium drain	1	EA	$2,200.00	$2,200.00	$500.00	$500.00	$500.00	$500.00
20	install 4" pvc pipe	7	EA	$200.00	$1,400.00	$71.43	$500.01	$1,000.00	$7,000.00
21	"no dumping drains to ocean" stencil.	2	EA	$800.00	$1,600.00	$190.00	$380.00	$100.00	$200.00
22	Bio Retention Basin	350	LF	$300.00	$105,000.00	$253.14	$88,599.00	$420.00	$147,000.00
23	Concrete Swale	2,515	LF	$20.00	$50,300.00	$27.75	$69,791.25	$20.00	$50,300.00
24	Precast Removable Bollard	7	EA	$1,300.00	$9,100.00	$2,885.72	$20,200.04	$2,500.00	$17,500.00
25	Precast Bench	2	EA	$3,000.00	$6,000.00	$5,650.00	$11,300.00	$7,000.00	$14,000.00
26	Precast Picnic Table	1	EA	$3,200.00	$3,200.00	$7,500.00	$7,500.00	$7,000.00	$7,000.00
27	Large Boulder	1	EA	$800.00	$800.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00
28	Small Boulder	2	EA	$600.00	$1,200.00	$500.00	$1,000.00	$1,000.00	$2,000.00
29	16' Wide Double Drive Gate	1	EA	$9,000.00	$9,000.00	$6,400.00	$6,400.00	$6,000.00	$6,000.00
30	Unforeseen Work	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
31	Demobilization	1	LS	$3,800.00	$3,800.00	$10,000.00	$10,000.00	$25,000.00	$25,000.00
	Additions/Deductions				$0.00		$0.00		$0.00
		Total Base Bid			**$960,145.00**		**$1,156,345.32**		**$1,182,143.50**

Arithmetic Error

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Gray Casualty & Surety Company	American Contractors Indemnity Co.	Merchants Bonding Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	Yes - Artithmetic	No	No

Low Bidder 1, 2, 3
1 of 6

PROJECT NO.: S241006
Orange Blossom Trail Phase 4

Bid Date: March 13, 2025
Estimated Start Date: May 2025

Item No.	Bid Item	Qty	Unit	CT&T Concrete Paving, Inc.		Horizons Construction Company Int'l, Inc.		Roadway Engineering & Construction Corp.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$39,947.51	$39,947.51	$41,922.00	$41,922.00	$65,000.00	$65,000.00
2	SWPPP	1	LS	$36,298.04	$36,298.04	$7,150.00	$7,150.00	$20,000.00	$20,000.00
3	Traffic Control Plan	1	LS	$3,779.70	$3,779.70	$14,375.00	$14,375.00	$10,000.00	$10,000.00
4	Construction Surveying	1	LS	$45,681.76	$45,681.76	$88,200.00	$88,200.00	$25,000.00	$25,000.00
5	Clearing and Grubbing	1	LS	$10,035.75	$10,035.75	$9,729.00	$9,729.00	$8,500.00	$8,500.00
6	Grading	1	LS	$93,610.52	$93,610.52	$47,400.00	$47,400.00	$200,000.00	$200,000.00
7	4" Asphalt Concrete Pavement over 12" Nativ	44,150	SF	$6.65	$293,597.50	$5.20	$229,580.00	$4.50	$198,675.00
8	Bike Trail Signage, Striping, and Markings	1	LS	$14,812.51	$14,812.51	$20,470.00	$20,470.00	$13,000.00	$13,000.00
9	30"X30" Inlet & Grate	2	EA	$4,183.59	$8,367.18	$4,660.00	$9,320.00	$4,000.00	$8,000.00
10	Three Rail PVC Fence	4,080	LF	$30.78	$125,582.40	$48.00	$195,840.00	$30.00	$122,400.00
11	Decorative Concrete	3,232	SF	$16.78	$54,232.96	$24.00	$77,568.00	$18.00	$58,176.00
12	Truncated Domes	120	SF	$43.01	$5,161.20	$46.00	$5,520.00	$50.00	$6,000.00
13	Construct ADA Curb ramps type 1	3	EA	$6,129.49	$18,388.47	$5,175.00	$15,525.00	$4,500.00	$13,500.00
14	Install 24" RCP	20	LF	$350.47	$7,009.40	$214.50	$4,290.00	$400.00	$8,000.00
15	Grouted Rip-Rap	14	CY	$672.55	$9,415.70	$368.00	$5,152.00	$525.00	$7,350.00
16	6" Mow curb	8,044	LF	$21.42	$172,302.48	$36.00	$289,584.00	$15.00	$120,660.00
17	Street Crossing Monument Sign	1	EA	$14,194.72	$14,194.72	$5,175.00	$5,175.00	$16,500.00	$16,500.00
18	Trail Head Monument Sign	1	EA	$15,405.53	$15,405.53	$6,555.00	$6,555.00	$18,000.00	$18,000.00
19	install 4" atrium drain	1	EA	$10,264.77	$10,264.77	$1,680.00	$1,680.00	$100.00	$100.00
20	install 4" pvc pipe	7	EA	$2.47	$17.29	$460.00	$3,220.00	$50.00	$350.00
21	"no dumping drains to ocean" stencil.	2	EA	$65.17	$130.34	$1,020.00	$2,040.00	$75.00	$150.00
22	Bio Retention Basin	350	LF	$332.33	$116,315.50	$191.00	$66,850.00	$600.00	$210,000.00
23	Concrete Swale	2,515	LF	$30.77	$77,386.55	$41.00	$103,115.00	$50.00	$125,750.00
24	Precast Removable Bollard	7	EA	$5,348.41	$37,438.87	$1,110.00	$7,770.00	$2,000.00	$14,000.00
25	Precast Bench	2	EA	$3,054.05	$6,108.10	$2,990.00	$5,980.00	$1,500.00	$3,000.00
26	Precast Picnic Table	1	EA	$5,500.00	$5,500.00	$4,550.00	$4,550.00	$3,500.00	$3,500.00
27	Large Boulder	1	EA	$5,586.32	$5,586.32	$860.00	$860.00	$1,500.00	$1,500.00
28	Small Boulder	2	EA	$2,496.32	$4,992.64	$920.00	$1,840.00	$750.00	$1,500.00
29	16' Wide Double Drive Gate	1	EA	$5,474.05	$5,474.05	$2,160.00	$2,160.00	$4,800.00	$4,800.00
30	Unforeseen Work	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
31	Demobilization	1	LS	$8,685.00	$8,685.00	$11,000.00	$11,000.00	$5,000.00	$5,000.00
	Additions/Deductions				$0.00		$0.00		$0.00
		Total Base Bid			**$1,320,722.76**		**$1,359,420.00**		**$1,363,411.00**

Low Bidder 4,5,6
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MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

ATTACHMENT "C"

PROJECT NO.: S241006
Orange Blossom Trail Phase 4

Bid Date: March 13, 2025
Estimated Start Date: May 2025

Item No.	Bid Item	Qty	Unit	Aneen Construction, Inc.		LCR Earthwork Engineering		Hillcrest Contracting	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$53,367.00	$53,367.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
2	SWPPP	1	LS	$5,000.00	$5,000.00	$12,500.00	$12,500.00	$20,000.00	$20,000.00
3	Traffic Control Plan	1	LS	$10,000.00	$10,000.00	$50,000.00	$50,000.00	$32,600.00	$32,600.00
4	Construction Surveying	1	LS	$0.00	$0.00	$80,000.00	$80,000.00	$30,000.00	$30,000.00
5	Clearing and Grubbing	1	LS	$40,000.00	$40,000.00	$35,000.00	$35,000.00	$47,000.00	$47,000.00
6	Grading	1	LS	$40,000.00	$40,000.00	$85,000.00	$85,000.00	$36,000.00	$36,000.00
7	4" Asphalt Concrete Pavement over 12" Nativ	44,150	SF	$5.00	$220,750.00	$5.00	$220,750.00	$3.94	$173,951.00
8	Bike Trail Signage, Striping, and Markings	1	LS	$15,000.00	$15,000.00	$14,000.00	$14,000.00	$14,500.00	$14,500.00
9	30"X30" Inlet & Grate	2	EA	$6,500.00	$13,000.00	$8,000.00	$16,000.00	$7,300.00	$14,600.00
10	Three Rail PVC Fence	4,080	LF	$33.00	$134,640.00	$26.00	$106,080.00	$27.00	$110,160.00
11	Decorative Concrete	3,232	SF	$25.00	$80,800.00	$30.00	$96,960.00	$20.50	$66,256.00
12	Truncated Domes	120	SF	$65.00	$7,800.00	$45.00	$5,400.00	$55.00	$6,600.00
13	Construct ADA Curb ramps type 1	3	EA	$7,000.00	$21,000.00	$10,000.00	$30,000.00	$4,000.00	$12,000.00
14	Install 24" RCP	20	LF	$350.00	$7,000.00	$500.00	$10,000.00	$335.00	$6,700.00
15	Grouted Rip-Rap	14	CY	$2,000.00	$28,000.00	$300.00	$4,200.00	$2,800.00	$39,200.00
16	6" Mow curb	8,044	LF	$30.00	$241,320.00	$12.00	$96,528.00	$15.00	$120,660.00
17	Street Crossing Monument Sign	1	EA	$12,900.00	$12,900.00	$6,000.00	$6,000.00	$43,000.00	$43,000.00
18	Trail Head Monument Sign	1	EA	$13,800.00	$13,800.00	$20,000.00	$20,000.00	$20,400.00	$20,400.00
19	install 4" atrium drain	1	EA	$2,000.00	$2,000.00	$500.00	$500.00	$1,620.00	$1,620.00
20	install 4" pvc pipe	7	EA	$500.00	$3,500.00	$100.00	$700.00	$324.00	$2,268.00
21	"no dumping drains to ocean" stencil.	2	EA	$300.00	$600.00	$450.00	$900.00	$216.00	$432.00
22	Bio Retention Basin	350	LF	$500.00	$175,000.00	$500.00	$175,000.00	$640.00	$224,000.00
23	Concrete Swale	2,515	LF	$60.00	$150,900.00	$30.00	$75,450.00	$49.00	$123,235.00
24	Precast Removable Bollard	7	EA	$3,300.00	$23,100.00	$2,500.00	$17,500.00	$2,400.00	$16,800.00
25	Precast Bench	2	EA	$3,500.00	$7,000.00	$6,500.00	$13,000.00	$10,800.00	$21,600.00
26	Precast Picnic Table	1	EA	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$31,000.00	$31,000.00
27	Large Boulder	1	EA	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$970.00	$970.00
28	Small Boulder	2	EA	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$270.00	$540.00
29	16' Wide Double Drive Gate	1	EA	$7,000.00	$7,000.00	$8,000.00	$8,000.00	$4,900.00	$4,900.00
30	Unforeseen Work	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
31	Demobilization	1	LS	$1.00	$1.00	$65,000.00	$65,000.00	$32,000.00	$32,000.00
	Additions/Deductions				$0.00		$0.00		$0.00
		Total Base Bid			**$1,396,978.00**		**$1,387,968.00**		**$1,387,992.00**

Arithmetic Error

Low Bidder 7,8,9

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

ATTACHMENT "C"

PROJECT NO.: S241006
Orange Blossom Trail Phase 4

Bid Date: March 13, 2025
Estimated Start Date: May 2025

Item No.	Bid Item	Qty	Unit	Los Angeles Engineering, Inc.		All America Asphalt		Environmental Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$74,000.00	$74,000.00	$72,000.00	$72,000.00	$75,000.00	$75,000.00
2	SWPPP	1	LS	$25,000.00	$25,000.00	$4,500.00	$4,500.00	$23,256.00	$23,256.00
3	Traffic Control Plan	1	LS	$2,500.00	$2,500.00	$70,000.00	$70,000.00	$18,000.00	$18,000.00
4	Construction Surveying	1	LS	$50,000.00	$50,000.00	$60,000.00	$60,000.00	$66,068.00	$66,068.00
5	Clearing and Grubbing	1	LS	$30,000.00	$30,000.00	$45,000.00	$45,000.00	$9,240.00	$9,240.00
6	Grading	1	LS	$119,296.00	$119,296.00	$92,000.00	$92,000.00	$234,000.00	$234,000.00
7	4" Asphalt Concrete Pavement over 12" Nativ	44,150	SF	$4.20	$185,430.00	$5.00	$220,750.00	$4.04	$178,366.00
8	Bike Trail Signage, Striping, and Markings	1	LS	$12,500.00	$12,500.00	$12,000.00	$12,000.00	$14,173.50	$14,173.50
9	30"X30" Inlet & Grate	2	EA	$4,000.00	$8,000.00	$7,000.00	$14,000.00	$10,100.00	$20,200.00
10	Three Rail PVC Fence	4,080	LF	$26.00	$106,080.00	$32.00	$130,560.00	$18.50	$75,480.00
11	Decorative Concrete	3,232	SF	$28.00	$90,496.00	$31.00	$100,192.00	$25.00	$80,800.00
12	Truncated Domes	120	SF	$40.00	$4,800.00	$135.00	$16,200.00	$50.00	$6,000.00
13	Construct ADA Curb ramps type 1	3	EA	$4,200.00	$12,600.00	$7,000.00	$21,000.00	$5,100.00	$15,300.00
14	Install 24" RCP	20	LF	$200.00	$4,000.00	$540.00	$10,800.00	$235.00	$4,700.00
15	Grouted Rip-Rap	14	CY	$500.00	$7,000.00	$535.00	$7,490.00	$610.71	$8,549.94
16	6" Mow curb	8,044	LF	$22.00	$176,968.00	$9.00	$72,396.00	$25.00	$201,100.00
17	Street Crossing Monument Sign	1	EA	$17,000.00	$17,000.00	$19,000.00	$19,000.00	$11,500.00	$11,500.00
18	Trail Head Monument Sign	1	EA	$70,000.00	$70,000.00	$36,000.00	$36,000.00	$12,500.00	$12,500.00
19	install 4" atrium drain	1	EA	$500.00	$500.00	$460.00	$460.00	$50.00	$50.00
20	install 4" pvc pipe	7	EA	$120.00	$840.00	$100.00	$700.00	$24.00	$168.00
21	"no dumping drains to ocean" stencil.	2	EA	$150.00	$300.00	$360.00	$720.00	$250.00	$500.00
22	Bio Retention Basin	350	LF	$620.00	$217,000.00	$680.00	$238,000.00	$407.00	$142,450.00
23	Concrete Swale	2,515	LF	$50.00	$125,750.00	$45.00	$113,175.00	$65.00	$163,475.00
24	Precast Removable Bollard	7	EA	$2,000.00	$14,000.00	$3,300.00	$23,100.00	$3,107.00	$21,749.00
25	Precast Bench	2	EA	$20,000.00	$40,000.00	$20,000.00	$40,000.00	$27,335.00	$54,670.00
26	Precast Picnic Table	1	EA	$5,500.00	$5,500.00	$10,000.00	$10,000.00	$8,510.00	$8,510.00
27	Large Boulder	1	EA	$1,000.00	$1,000.00	$1,600.00	$1,600.00	$1,000.00	$1,000.00
28	Small Boulder	2	EA	$620.00	$1,240.00	$550.00	$1,100.00	$350.00	$700.00
29	16' Wide Double Drive Gate	1	EA	$4,700.00	$4,700.00	$6,600.00	$6,600.00	$4,290.00	$4,290.00
30	Unforeseen Work	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
31	Demobilization	1	LS	$2,500.00	$2,500.00	$24,000.00	$24,000.00	$20,000.00	$20,000.00
	Additions/Deductions				$0.00		$0.00		$0.00
		Total Base Bid			**$1,484,000.00**		**$1,538,343.00**		**$1,546,795.44**

Arithmetic Error

Low Bidder 10,11,12
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MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

ATTACHMENT "C"

PROJECT NO.: S241006
Orange Blossom Trail Phase 4

Bid Date: March 13, 2025
Estimated Start Date: May 2025

Item No.	Bid Item	Qty	Unit	C.S. Legacy Construction, Inc.		KASA Construction		MBD General Engineering	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$131,012.50	$131,012.50	$86,000.00	$86,000.00	$80,000.00	$80,000.00
2	SWPPP	1	LS	$21,032.50	$21,032.50	$27,000.00	$27,000.00	$120,000.00	$120,000.00
3	Traffic Control Plan	1	LS	$20,327.50	$20,327.50	$30,000.00	$30,000.00	$50,000.00	$50,000.00
4	Construction Surveying	1	LS	$30,162.25	$30,162.25	$95,000.00	$95,000.00	$126,000.00	$126,000.00
5	Clearing and Grubbing	1	LS	$29,375.00	$29,375.00	$12,000.00	$12,000.00	$40,000.00	$40,000.00
6	Grading	1	LS	$162,267.50	$162,267.50	$250,000.00	$250,000.00	$260,000.00	$260,000.00
7	4" Asphalt Concrete Pavement over 12" Nativ	44,150	SF	$4.52	$199,558.00	$5.75	$253,862.50	$5.50	$242,825.00
8	Bike Trail Signage, Striping, and Markings	1	LS	$15,139.88	$15,139.88	$15,000.00	$15,000.00	$15,000.00	$15,000.00
9	30"X30" Inlet & Grate	2	EA	$8,213.25	$16,426.50	$6,800.00	$13,600.00	$4,000.00	$8,000.00
10	Three Rail PVC Fence	4,080	LF	$35.25	$143,820.00	$20.00	$81,600.00	$45.00	$183,600.00
11	Decorative Concrete	3,232	SF	$26.31	$85,033.92	$30.00	$96,960.00	$52.00	$168,064.00
12	Truncated Domes	120	SF	$34.27	$4,112.40	$46.00	$5,520.00	$42.00	$5,040.00
13	Construct ADA Curb ramps type 1	3	EA	$6,211.83	$18,635.49	$5,900.00	$17,700.00	$18,000.00	$54,000.00
14	Install 24" RCP	20	LF	$450.03	$9,000.60	$610.00	$12,200.00	$300.00	$6,000.00
15	Grouted Rip-Rap	14	CY	$1,290.82	$18,071.48	$425.00	$5,950.00	$500.00	$7,000.00
16	6" Mow curb	8,044	LF	$13.56	$109,076.64	$28.00	$225,232.00	$25.00	$201,100.00
17	Street Crossing Monument Sign	1	EA	$17,178.50	$17,178.50	$20,000.00	$20,000.00	$13,000.00	$13,000.00
18	Trail Head Monument Sign	1	EA	$42,629.00	$42,629.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
19	install 4" atrium drain	1	EA	$728.50	$728.50	$650.00	$650.00	$4,000.00	$4,000.00
20	install 4" pvc pipe	7	EA	$167.02	$1,169.14	$250.00	$1,750.00	$115.00	$805.00
21	"no dumping drains to ocean" stencil.	2	EA	$58.75	$117.50	$160.00	$320.00	$400.00	$800.00
22	Bio Retention Basin	350	LF	$555.94	$194,579.00	$600.00	$210,000.00	$200.00	$70,000.00
23	Concrete Swale	2,515	LF	$70.90	$178,313.50	$32.00	$80,480.00	$50.00	$125,750.00
24	Precast Removable Bollard	7	EA	$4,073.01	$28,511.07	$2,800.00	$19,600.00	$2,500.00	$17,500.00
25	Precast Bench	2	EA	$6,437.51	$12,875.02	$22,000.00	$44,000.00	$22,000.00	$44,000.00
26	Precast Picnic Table	1	EA	$8,189.75	$8,189.75	$5,900.00	$5,900.00	$8,000.00	$8,000.00
27	Large Boulder	1	EA	$2,167.88	$2,167.88	$775.00	$775.00	$6,000.00	$6,000.00
28	Small Boulder	2	EA	$716.75	$1,433.50	$560.00	$1,120.00	$3,000.00	$6,000.00
29	16' Wide Double Drive Gate	1	EA	$7,637.50	$7,637.50	$4,700.00	$4,700.00	$8,000.00	$8,000.00
30	Unforeseen Work	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
31	Demobilization	1	LS	$10,199.00	$10,199.00	$6,000.00	$6,000.00	$10,000.00	$10,000.00
	Additions/Deductions				$0.00		$0.00		$0.00
		Total Base Bid			**$1,593,781.02**		**$1,737,919.50**		**$1,995,484.00**

Low Bidder 13,14,15
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MUNCIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

ATTACHMENT "C"

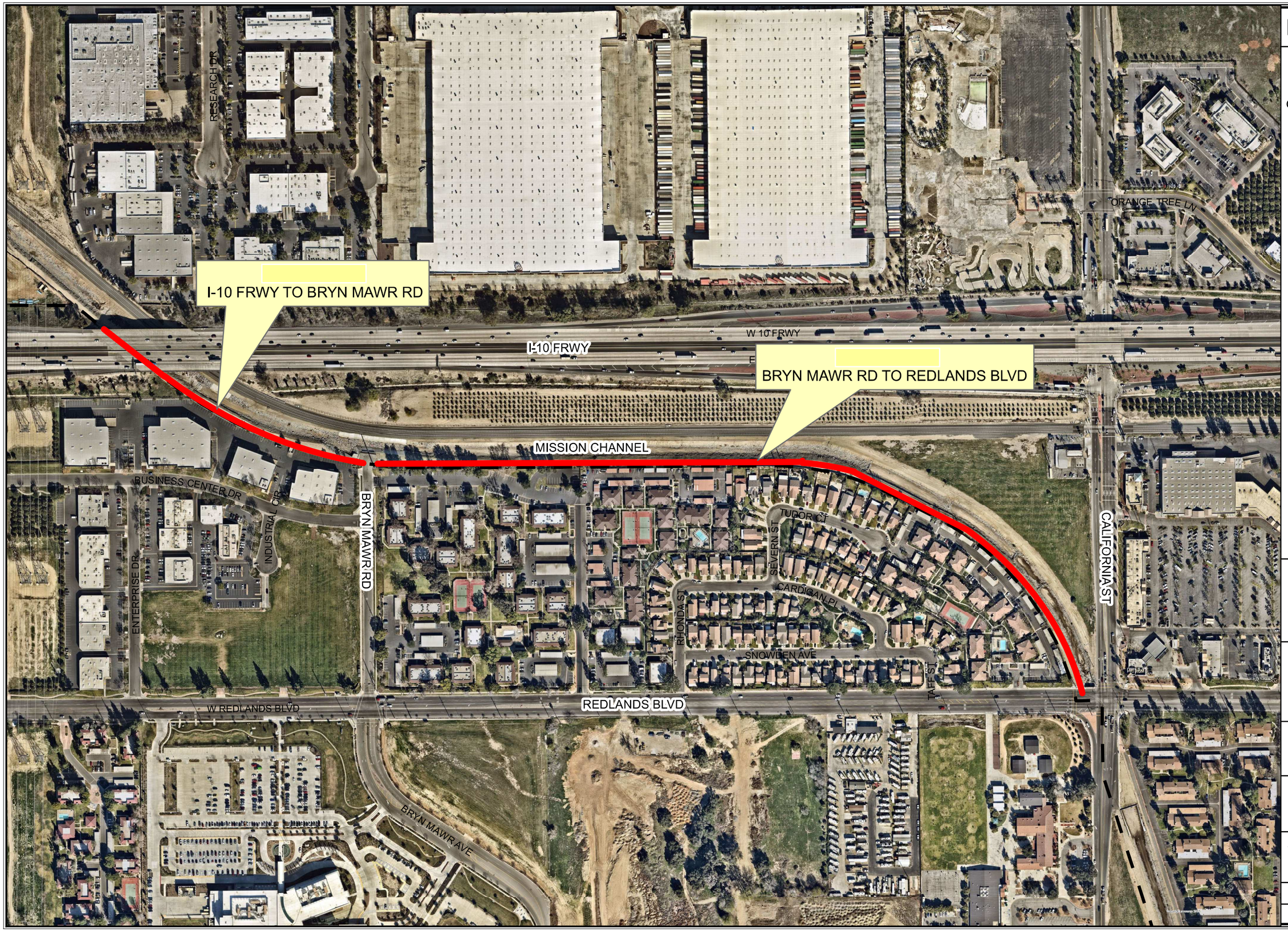
PROJECT NO.: S241006
Orange Blossom Trail Phase 4

Bid Date: March 13, 2025
Estimated Start Date: May 2025

Item No.	Bid Item	Qty	Unit	Spec Constrution Company		Hardy & Harper, Inc.			
				Unit Price	Item Price	Unit Price	Item Price		
BASE BID ITEMS									
1	Mobilization	1	LS		$0.00	$89,883.00	$89,883.00		
2	SWPPP	1	LS		$0.00	$30,000.00	$30,000.00		
3	Traffic Control Plan	1	LS		$0.00	$100,000.00	$100,000.00		
4	Construction Surveying	1	LS		$0.00	$150,000.00	$150,000.00		
5	Clearing and Grubbing	1	LS		$0.00	$50,000.00	$50,000.00		
6	Grading	1	LS		$0.00	$150,000.00	$150,000.00		
7	4" Asphalt Concrete Pavement over 12" Nativ	44,150	SF		$0.00	$5.50	$242,825.00		
8	Bike Trail Signage, Striping, and Markings	1	LS		$0.00	$20,000.00	$20,000.00		
9	30"X30" Inlet & Grate	2	EA		$0.00	$7,000.00	$14,000.00		
10	Three Rail PVC Fence	4,080	LF		$0.00	$32.00	$130,560.00		
11	Decorative Concrete	3,232	SF		$0.00	$36.00	$116,352.00		
12	Truncated Domes	120	SF		$0.00	$225.00	$27,000.00		
13	Construct ADA Curb ramps type 1	3	EA		$0.00	$10,000.00	$30,000.00		
14	Install 24" RCP	20	LF		$0.00	$400.00	$8,000.00		
15	Grouted Rip-Rap	14	CY		$0.00	$3,000.00	$42,000.00		
16	6" Mow curb	8,044	LF		$0.00	$20.00	$160,880.00		
17	Street Crossing Monument Sign	1	EA		$0.00	$20,000.00	$20,000.00		
18	Trail Head Monument Sign	1	EA		$0.00	$50,000.00	$50,000.00		
19	install 4" atrium drain	1	EA		$0.00	$2,000.00	$2,000.00		
20	install 4" pvc pipe	7	EA		$0.00	$500.00	$3,500.00		
21	"no dumping drains to ocean" stencil.	2	EA		$0.00	$500.00	$1,000.00		
22	Bio Retention Basin	350	LF		$0.00	$700.00	$245,000.00		
23	Concrete Swale	2,515	LF		$0.00	$100.00	$251,500.00		
24	Precast Removable Bollard	7	EA		$0.00	$3,500.00	$24,500.00		
25	Precast Bench	2	EA		$0.00	$12,000.00	$24,000.00		
26	Precast Picnic Table	1	EA		$0.00	$12,000.00	$12,000.00		
27	Large Boulder	1	EA		$0.00	$1,000.00	$1,000.00		
28	Small Boulder	2	EA		$0.00	$1,000.00	$2,000.00		
29	16' Wide Double Drive Gate	1	EA		$0.00	$7,000.00	$7,000.00		
30	Unforeseen Work	1	LS		$0.00	$75,000.00	$75,000.00		
31	Demobilization	1	LS		$0.00	$20,000.00	$20,000.00		
	Additions/Deductions				$0.00		$0.00		
			Total Bid		**$2,015,000.00**		**$2,100,000.00**		

Bidder only provided total bid price and did not provide unit prices.

Low Bidder 16,17
6 of 6



LOCATION MAP

ORANGE BLOSSOM TRAIL
PHASE 4

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
S

Scale
0 250 500
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 24, 2022

OneStop.mxd

GENERAL NOTES:

1. THESE NOTES SHALL BE USED IN CONJUNCTION WITH THE PLANS AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CITY REPRESENTATIVE.
2. THE CONTRACTOR WILL NEED TO OBTAIN ENCROACHMENT/RIGHT OF ENTRY PERMIT FROM SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT PRIOR TO COMMENCING ANY WORK.
3. CHECK FOR EXISTING UTILITY LOCATIONS PRIOR TO EXCAVATION WORK. NOTIFY PERTINENT UTILITIES AND UNDERGROUND SERVICE ALERT AT 1-800-227-2600 TWO WORKING DAYS PRIOR TO CONSTRUCTION.
4. AT THE CONCLUSION OF ROUGH GRADING, AN AGRONOMIC SOILS REPORT SHALL BE FURNISHED TO THE CITY BY THE CONTRACTOR PER THE SPECIFICATIONS AND ALL RECOMMENDATIONS FROM THIS REPORT SHALL SUPERSEDE SOILS AMENDMENT RECOMMENDATIONS SHOWN IN THE SPECIFICATIONS.
5. APPLICATION OF ANY CHEMICALS SHALL BE BY STATE LICENSED PERSONNEL. ALL PESTICIDE APPLICATIONS REQUIRE A P.C.A. RECOMMENDATION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES.
7. THE CONTRACTOR SHALL SALVAGE EXISTING SBCFCD ACCESS GATES AND MAKE THEM AVAILABLE FOR PICK-UP BY SBCFCD.

PROJECT SITE

BASIS OF COORDINATES
BEARINGS AND COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2011.00), ZONE 5; BASED LOCALLY UPON THE FOLLOWING CONTINUOUSLY OPERATING REFERENCE STATIONS AS PUBLISHED BY THE NGS:

NAME	NORTHING (FT)	EASTING (FT)	ELLIPSE HGT. (FT)	ACCURACY
BMRY	1810355.246	6869540.699	2585.465	
CRFP	1837814.304	6834427.100	2262.606	
MLFP	1793388.353	6768598.278	1554.410	
PPBF	1763608.753	6810064.286	1407.217	
RTHS	1855454.408	6757465.842	1080.983	

BENCHMARK
ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 BASED LOCALLY UPON THE FOLLOWING NGS BENCH MARKS:

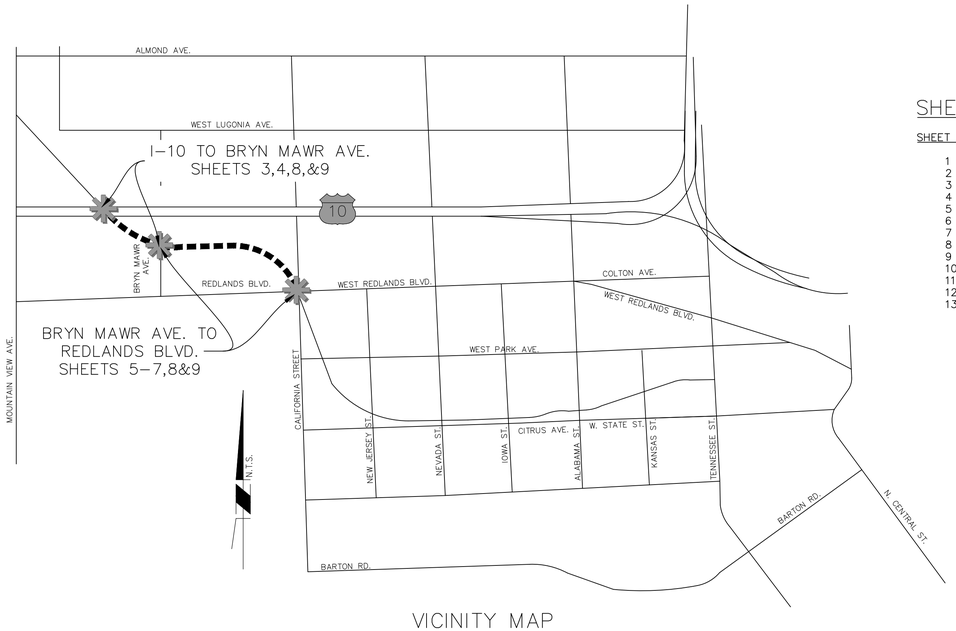
NAME	NAVD 88 ELV. (FT)	ACCURACY
EV9296	1055.00	
CRFP	2368.281	
MLFP	1662.247	
PPBF	1514.178	
RTHS	1188.878	

LOCAL GROUND COORDINATES
COORDINATES AS SHOWN HEREON HAVE BEEN CONVERTED TO A LOCAL GRID/GROUND SYSTEM BASED ON CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2011.00), ZONE 5; WITH A GRID/GROUND POINT AT STATION 915, NORTHING: 1847161.83, EASTING: 6793369.03, ELEVATION: 1136.00 USING A GRID COMBINATION FACTOR AT 915 = 0.9999439447, WITH NO ROTATION APPLIED

NAME	NORTHING (FT)	EASTING (FT)	ORTHO HGT.
915	1847161.826	6793369.034	1136.002
EV9296	1846191.277	6784108.895	1055.00
800	1846666.703	6795866.027	1158.982
801	1847169.114	6795033.412	1150.530
802	1847377.068	6792839.835	1128.537
803	1847641.105	6792504.881	1125.676
804	1848748.717	6791026.905	1109.233

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT NO. S241006

FEBRUARY 2025



VICINITY MAP
N.T.S.

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	VICINITY MAP, TYPICAL SECTIONS AND DETAILS
3	TRAIL IMPROVEMENT PLAN
4	TRAIL IMPROVEMENT PLAN
5	TRAIL IMPROVEMENT PLAN
6	TRAIL IMPROVEMENT PLAN
7	TRAIL IMPROVEMENT PLAN
8	DEMOLITION PLAN
9	CONSTRUCTION PLAN
10	CONSTRUCTION SIGN PLAN
11	CONSTRUCTION DETAILS
12	CONSTRUCTION DETAILS
13	CONSTRUCTION DETAILS

ABBREVIATIONS:

AC	ASPHALT CONCRETE
AVE.	AVENUE
BC	BEGIN CURVE
BLVD.	BOULEVARD
DG	DECOMPOSED GRANITE
EC	END CURVE
EXIST	EXISTING
FS	FINISH SURFACE
GB	GRADE BREAK
HCL	HORIZONTAL CONTROL LINE
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
PCC	POINT ON COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
PVC	POLYMER OF VINYL CHLORIDE
RW	RIGHT OF WAY
STA	STATION
VAR	VARIES
SBCFCD	SAN BERNARDINO FLOOD CONTROL DISTRICT

CITY ACKNOWLEDGES THAT THE CHANNEL IS IN AN INTERIM STAGE AND IS SUBJECT FOR FUTURE IMPROVEMENTS. THE CITY IS RESPONSIBLE FOR REMOVING CITY IMPROVEMENTS AT THE TIME THE CHANNEL IS READY FOR UPGRADE.

CITY COUNCIL:

MARIO SAUCEDO, MAYOR
MARC SHAW, MAYOR PRO TEM
PAUL BARICH, COUNCIL MEMBER
EDDIE TEJEDA, COUNCIL MEMBER
DENISE DAVIS, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANAGER

NORTH

VICINITY MAP
NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK
ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 BASED LOCALLY UPON THE FOLLOWING NGS BENCH MARKS:

NAME	NAVD 88 ELV. (FT)
EV9296	1055.00

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA-NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

TITLE SHEET & VICINITY MAP

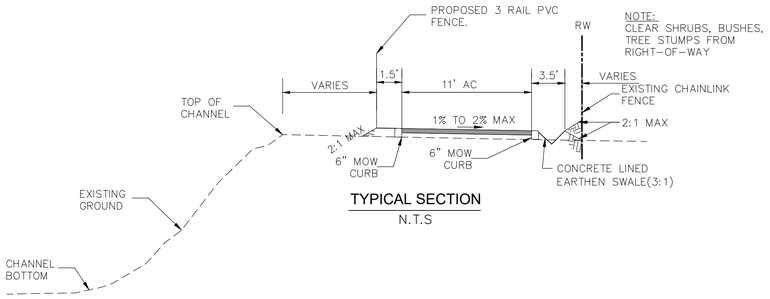
Designed by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24
Drawn by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24

Reviewed By: 02/01/25
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 02/01/25
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 13 Sheets
Scale: Horiz.
Vert.

2438-MS

\\Use1\Engineering\Capital Projects\2400s\2400 GENERAL CAPITAL IMPROVEMENT\2081 Orange Blossom Trail Phase 4\8 DESIGN\Plan Sheets\147057-01-TS.dwg | Plotted: 2/19/2025



TYPICAL SECTION

N.T.S

LANDSCAPE CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
(13)	PRECAST CONCRETE BENCH PER DETAIL ON SHEET 11. COLOR: LATTE. TEXTURE: WOODGRAIN.	2 EA
(14)	PRECAST CONCRETE LITTER RECEPTACLE PER DETAIL ON SHEET 11. COLOR: LATTE. TEXTURE: WOODGRAIN.	--
(15)	PRECAST CONCRETE REMOVABLE BOLLARD PER DETAIL ON SHEET 10. COLOR: GREEN (PAINT) TEXTURE: SMOOTH.	7 EA
(16)	LARGE LANDSCAPE BOULDER, PER DETAIL ON SHEET 12.	1 EA
(17)	SMALL LANDSCAPE BOULDER, PER DETAIL ON SHEET 12.	2 EA
(18)	PRECAST CONCRETE ADA PICNIC TABLE PER DETAIL ON SHEET 11. COLOR: LATTE. TEXTURE: WOODGRAIN.	1 EA
(19)	CONSTRUCT 6" MOW CURB PER DETAIL ON SHEET 13.	8,044 LF
(20)	STREET CROSSING MONUMENT SIGN PER DETAIL ON SHEET 12.	2 EA
(21)	TRAIL HEAD MONUMENT SIGN PER DETAIL ON SHEET 12.	2 EA

CIVIL CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
(27)	INSTALL 4" PVC ATRIUM DRAIN.	3 EA
(28)	INSTALL 4" PVC PIPE.	7 LF
(29)	INSTALL "NO DUMPING, DRAINS TO RIVER" INLET MARKER (DURACAST STYLE) PER DETAIL ON SHEET 13.	2 EA
(30)	INSTALL SBCFCD TRAIL USE SIGN PER DETAIL ON SHEET 2	4 EA

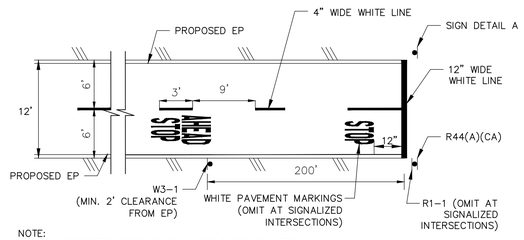
DEMOLITION NOTES:

NO.	DESCRIPTION	QUANTITY
1	REMOVE EXISTING FENCE/GATE (WILL BE RETURNED TO SBCFCD)	97 LF
2	REMOVE EXISTING CONCRETE SIDEWALK.	231 SF
3	REMOVE EXISTING CONCRETE DRIVE WAY APPROACH.	438 SF
5	REMOVE EXISTING CONCRETE CURB AND GUTTER.	50 LF
6	REMOVE EXISTING BOLLARD.	3 EA
7	REMOVE PORTION OF EXISTING RIP-RAP.	8 SF
8	SAWCUT ALONG EXISTING GUTTER EDGE, PROTECT AC PAVEMENT IN PLACE.	----
9	REMOVE AC CURB.	50 LF
10	REMOVE CONCRETE CURB.	17 LF
11	SAWCUT ALONG NORTH END OF EXISTING PAVEMENT TO ACCOMMODATE VEGETATED SWALE AND NEW 6" MOW CURB.	----
P	PROTECT IN PLACE.	----

CONTRACTOR SHALL PERFORM HIS/HER OWN EARTHWORK QUANTITY CALCULATIONS FOR BIDDING AND CONSTRUCTION PURPOSES.

CIVIL CONSTRUCTION NOTES:

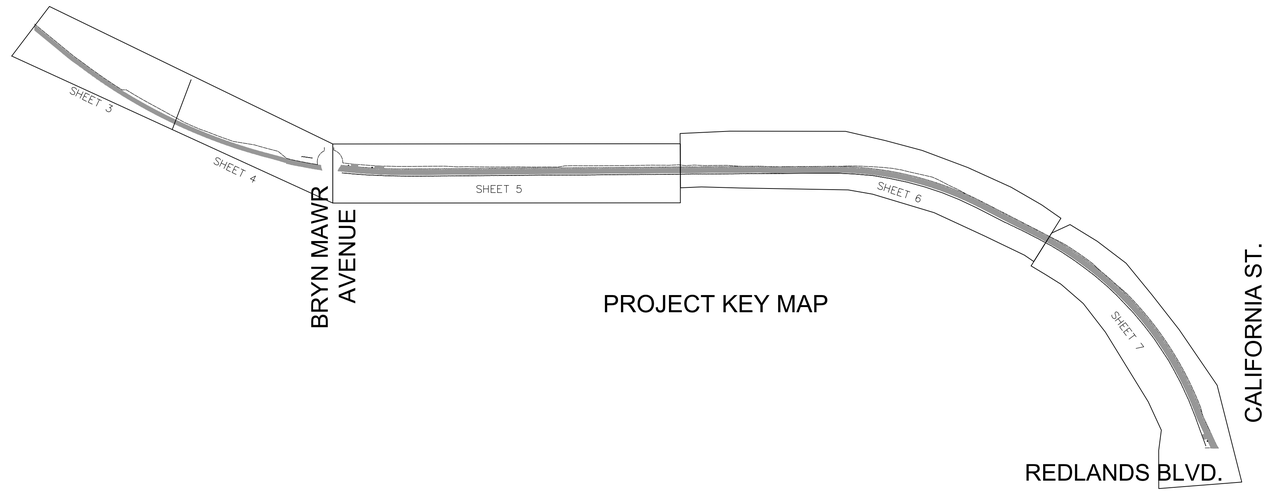
NO.	DESCRIPTION	QUANTITY
(1)	CONSTRUCT 4" AC OVER 12" NATIVE. SCARIFY AND RECOMPACT 12" NATIVE AT 95% RELATIVE COMPACTION.	44,150 SF
(2)	INSTALL TRAIL SIGNS PER DETAIL ON SHEET 2.	8 EA
(3)	CONSTRUCT 30"X30" CONCRETE DRAIN INLET (POUR IN PLACE) WITH TRAFFIC RATED GRATE, PER DETAIL ON SHEET 10.	2 EA
(4)	3 RAIL PVC FENCE WITH ACCESS GATE EVERY 100' PER DETAIL ON SHEET 10.	4,080 LF
(5)	CONSTRUCT 6" THICK PCC PAVEMENT (560-C-3250). INSTALL #4 REBAR @ 24" O.C. BOTH WAYS. INTEGRAL COLOR STAMP PATTERN: RANDOM ASHLAR STONE COLOR: C-21 "ADOBE TAN" WITH A-25 "LA CRESENTA BROWN" ANTIQUE RELEASE, PER DETAIL ON SHEET 10.	3,232 SF
(6)	INSTALL SAFETY STEP TRUNCATED DOMES DETECTABLE WARNING SYSTEM MAT, COLOR YELLOW. PER DETAIL ON SHEET 13.	116 SF
(7)	CONSTRUCT ADA CURB RAMP IN ACCORDANCE WITH CALTRANS STANDARD A88A SHOWN ON DETAIL ON SHEET 13.	3 EA
(8)	CONSTRUCT 4" CONCRETE SIDEWALK.	585 SF
(9)	CONSTRUCT 6" CONCRETE CURB & GUTTER TO MATCH EXISTING, PER DETAIL ON SHEET 10.	---
(10)	INSTALL STRIPING AND MARKINGS PER DETAIL ON SHEET 2.	4,017 LF
(11)	CONSTRUCT 24" RCP PIPE WITH MIN. D-LOAD OF 1350.	18 LF
(12)	CONSTRUCT GROUTED RIPRAP PER DETAIL ON SHEET 12.	30 SF
	13 THRU 21 LANDSCAPE NOTES SEE UPPER RIGHT	
(22)	CONCRETE LINED DRAINAGE SWALE PER DETAIL ON SHEET 13	2,515 LF
(23)	PAINT YELLOW(THERMOPLASTIC) STRIPING.	--
(24)	INSTALL "USE CROSSWALK" PLAQUE PER DETAIL ON SHEET 2.	1 EA
(25)	CONSTRUCT BIO-RETENTION PER DETAIL ON SHEET 10.	265 LF
(26)	CONSTRUCT 16' WIDE DOUBLE DRIVE GATE PER SBCFCD SP 222 WITH PEDESTRIAN ACCESS OR APPROVED CALTRANS STD EQUAL	1 EA



NOTE:
1. ALL PROPOSED STRIPING SHALL BE THERMOPLASTIC
2. THE TRAFFIC SIGNS SHALL BE INSTALLED ON 2-INCH SQUARE GALVANIZED "QUICK PUNCH" POST WITH 30-INCH ANCHOR SLEEVES.
3. THE MINIMUM HEIGHT, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE SIDEWALK, OF SIGNS INSTALLED ABOVE SIDEWALKS SHALL BE 7 FEET.

(2) (10) (23) BIKE TRAIL SIGNS, STRIPING AND MARKINGS

N.T.S



PROJECT KEY MAP



W3-1
(18"x18")



SIGN DETAIL A
(12"x18")



R1-1
(18"x18")



R44A(CA)
(12"x24")



(30) SBCFCD TRAIL USE SIGN

N.T.S



W11-15
(36"x36")



W11-15P
(30"x24")



W16-7P
(30"x18")



W16-2AP
(30"x18")

INSTALL WARNING SIGNS

N.T.S



R9-3BP
(18"x12")

(24) "USE CROSSWALK" PLAQUE

N.T.S

NORTH

VICINITY MAP

NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" - SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 BASED LOCALLY UPON THE FOLLOWING NGS BENCH MARKS:

NAME	NAVD 88 ELV. (FT)
EV9296	1055.00

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

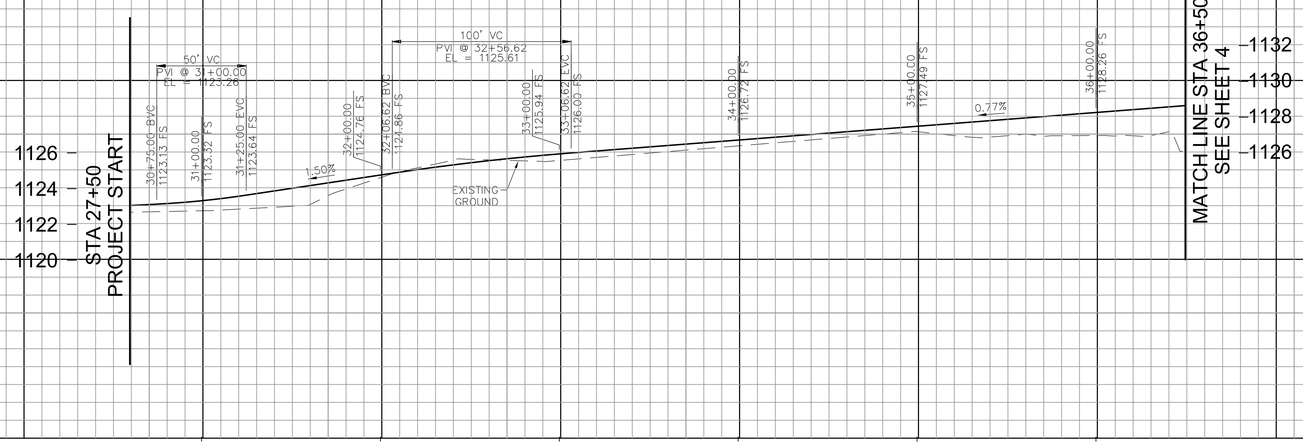
VICINITY MAP,TYPICAL SECTIONS AND DETAILS

Designed by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24
Drawn by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By:
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
Sheet 2 of 13 Sheets
Scale: Horiz.
Vert.

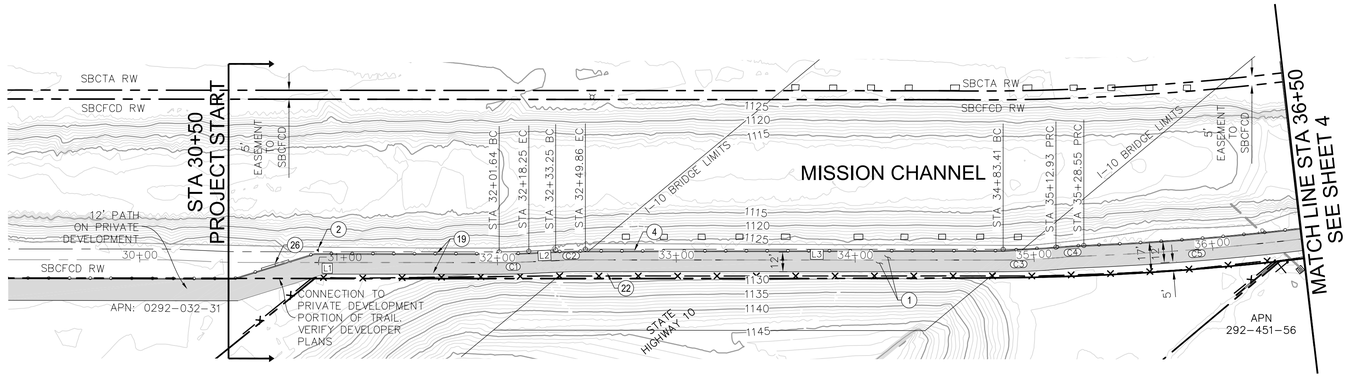
2438-MS

\\Files\Jobs\Engineering\Capital Projects\2438MS GENERAL CAPITAL IMPROVEMENTS\001 Orange Blossom Trail Phase 4\JB DESIGN\Plan Sheets\24T057-02-VIC-MAP_REV.dwg | Plotted: 3/6/2025



LINE TABLE		
LINE	BEARING	LENGTH
L1	S50°37'27"E	142.51'
L2	S53°30'37"E	15.00'
L3	S50°37'27"E	233.54'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	02°43'10"	350.00'	16.61'	8.31'
C2	02°43'10"	350.00'	16.61'	8.31'
C3	04°49'56"	350.00'	29.52'	14.77'
C4	02°33'31"	350.00'	15.63'	7.82'
C5	22°23'58 "	1540.00'	602.05'	304.92'



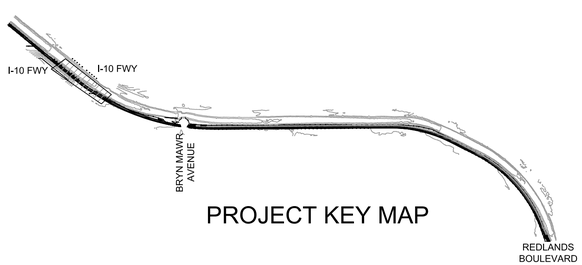
LEGEND

- LIMITS OF ASPHALT PATHWAY
- STAMPED CONCRETE
- TOP OF CHANNEL
- 3 RAIL PVC FENCE
- ACCESS GATE
- CONCRETE LINED EARTHEN SWALE
- RIGHT OF WAY

SCALE: 1"=40'

40 20 0 40 80 120

SCALE: 1"=40'



PROJECT KEY MAP

NORTH

VICINITY MAP
NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

LANDSCAPE CONSTRUCTION NOTES: (THIS SHEET ONLY)

NO.	DESCRIPTION	QUANTITY
19	CONSTRUCT 6" MOW CURB PER DETAIL ON SHEET 13.	1,200 LF

CONSTRUCTION NOTES: (THIS SHEET ONLY)

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" AC OVER 12" NATIVE, SCARIFY AND RECOMPACT 12" NATIVE AT 95% RELATIVE COMPACTION.	6,600 SF
2	INSTALL BIKE TRAIL SIGNS PER DETAIL ON SHEET 2.	2 EA
4	3 RAIL PVC FENCE WITH ACCESS GATE EVERY 100' PER DETAIL ON SHEET 10.	600 LF
26	CONSTRUCT 16' WIDE DOUBLE DRIVE GATE PER SBCFCD SP 222 WITH PEDESTRIAN ACCESS OR APPROVED CALTRANS STD EQUAL	1 EA

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 BASED LOCALLY UPON THE FOLLOWING NGS BENCH MARKS:

NAME	NAVD 88 ELV. (FT)
EV9296	1055.00

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

TRAIL IMPROVEMENT PLAN

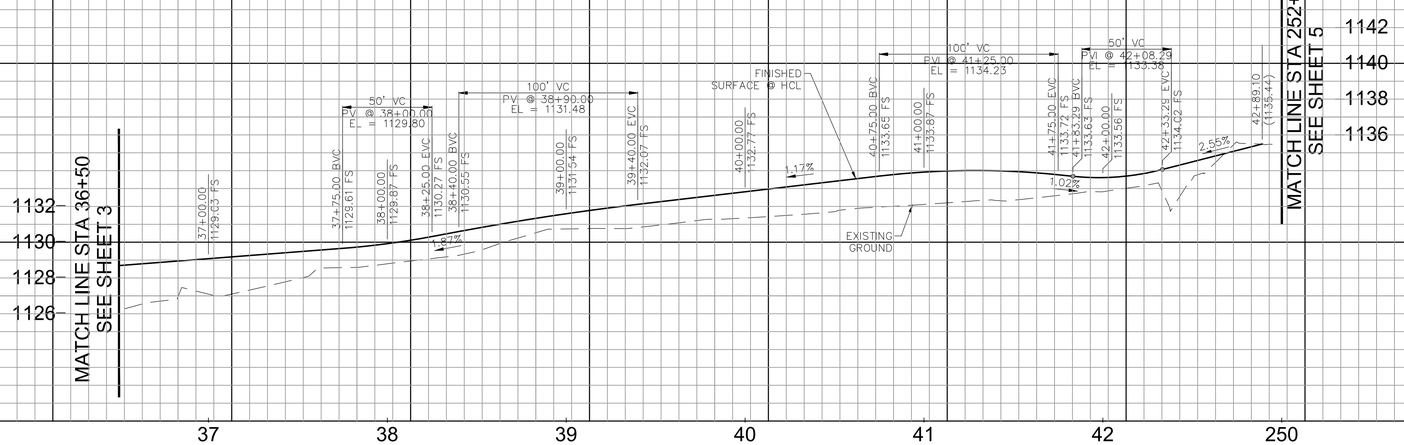
2438-MS

Designed by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24
Drawn by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24

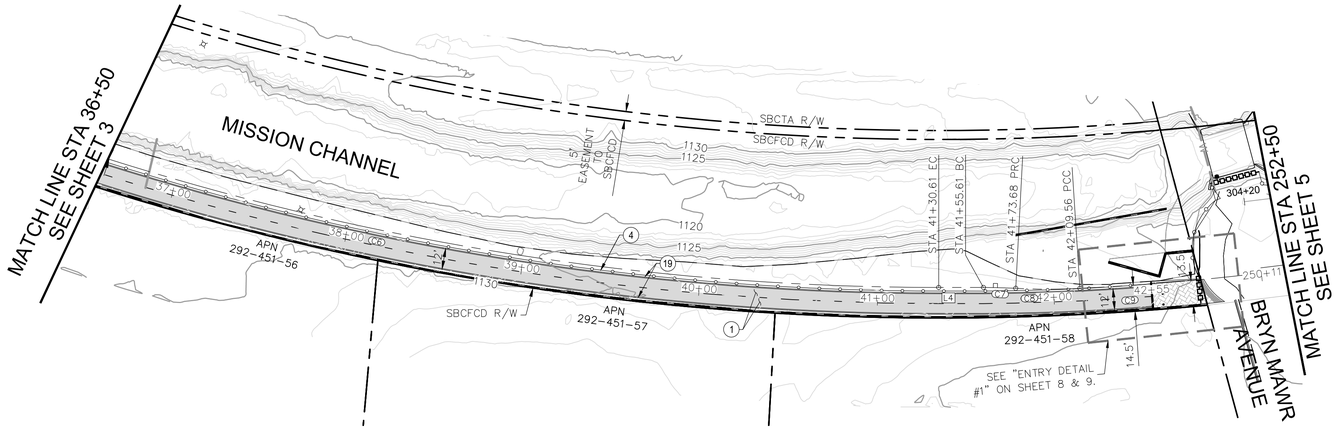
Reviewed By: 02/01/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 02/01/24
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

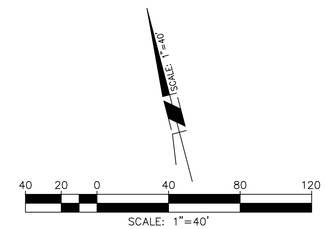
Sheet 3 of 13 Sheets
Scale: Horiz. 1"=40'
Vert. 1"=4'

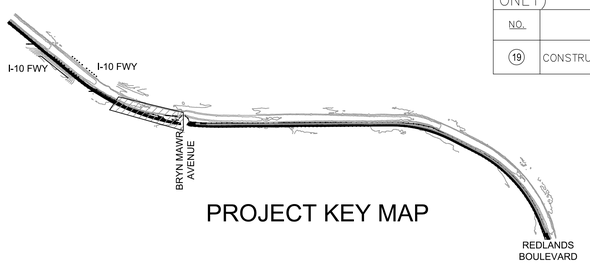
\\Desk\Engineering\Capital Projects\240400 GENERAL CAPITAL IMPROVEMENT\DBT Orange Blossom Trail Phase 4\6 DESIGN\Plan Sheets\147057-03-PP.dwg | Plotted: 3/6/2025



SCALE: 1"=40' HORIZ.
1"=4' VERT.







PROJECT KEY MAP

NORTH

VICINITY MAP
NTS

LINE IS 2 INCHES AT FULL SIZE
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LANDSCAPE CONSTRUCTION NOTES: (THIS SHEET ONLY)		
NO.	DESCRIPTION	QUANTITY
19	CONSTRUCT 6" MOW CURB PER DETAIL ON SHEET 13.	1,204 LF

CONSTRUCTION NOTES: (THIS SHEET ONLY)		
NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" AC OVER 12" NATIVE. SCARIFY AND RECOMPACT 12" NATIVE AT 95% RELATIVE COMPACTION.	6,650 SF
4	3 RAIL PVC FENCE WITH ACCESS GATE EVERY 100' PER DETAIL ON SHEET 10.	650 LF

LINE TABLE		
LINE	BEARING	LENGTH
L4	S75°17'51"E	25'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C6	22°23'58"	1540.00'	602.05'	304.92'
C7	02°57'31"	350.00'	18.07'	9.04'
C8	05°52'25"	350.00'	35.88'	17.96'
C9	03°46'59"	1541.50'	101.78'	50.91'

LEGEND

- LIMITS OF AC PATHWAY
- STAMPED CONCRETE
- TOP OF CHANNEL
- 3 RAIL PVC FENCE
- ACCESS GATE
- CONCRETE LINED EARTHEN SWALE
- RIGHT OF WAY

BENCHMARK

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EV9296	1055.00

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006
TRAIL IMPROVEMENT PLAN

2438-MS

Designed by: GN
Date: 02/21/24
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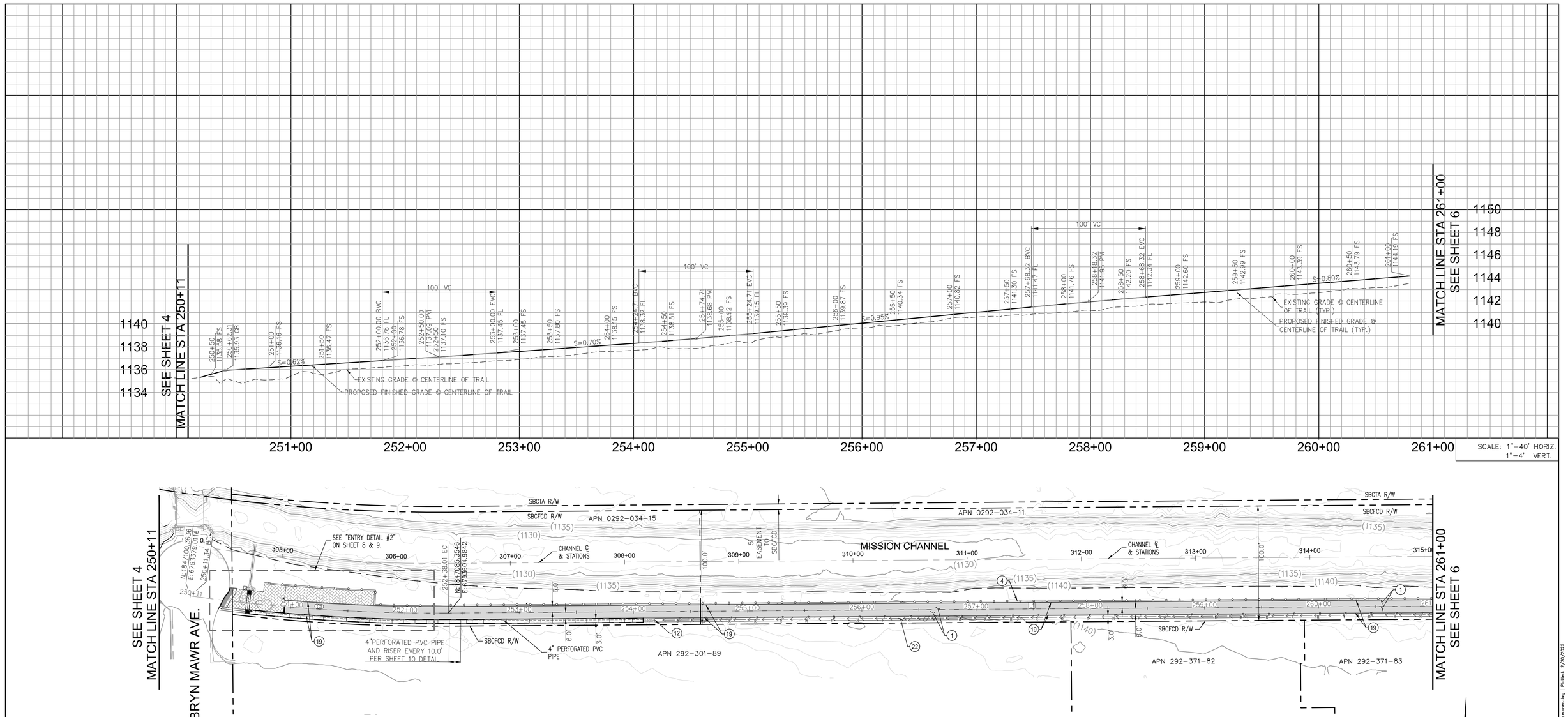
Date: 02/21/24

Reviewed By: 02/01/25
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 02/01/25
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 4 of 13 Sheets
Scale: Horiz. 1"=40'
Vert. 1"=4'

\\Test\Engineering\Capital Projects\241400 GENERAL CAPITAL IMPROVEMENT\087 Orange Blossom Trail Phase 4\8 DESIGN\Plan Sheets\141027-04-PP_Recover.dwg | Plotted: 6/18/2024



SCALE: 1"=40' HORIZ.
1"=4' VERT.

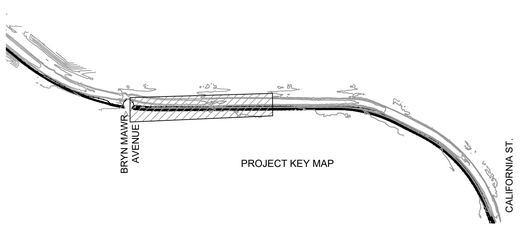
LANDSCAPE CONSTRUCTION NOTES: (THIS SHEET ONLY)		
NO.	DESCRIPTION	QUANTITY
(19)	CONSTRUCT 6" MOW CURB PER DETAIL ON SHEET 13.	2,040 LF

CONSTRUCTION NOTES: (THIS SHEET ONLY)		
NO.	DESCRIPTION	QUANTITY
(1)	CONSTRUCT 4" AC OVER 12" NATIVE. SCARIFY AND RECOMPACT 12" NATIVE AT 95% RELATIVE COMPACTION.	11,100 SF
(4)	3 RAIL PVC FENCE WITH ACCESS GATE EVERY 100' PER DETAIL ON SHEET 10.	1030 LF
(12)	CONSTRUCT GROUTED RIPRAP PER DETAIL ON SHEET 12.	30 SF
(22)	CONSTRUCT CONCRETE LINED DRAINAGE SWALE PER DETAIL ON SHEET 13	715 LF

LEGEND

- LIMITS OF ASPHALT PATHWAY
- STAMPED CONCRETE
- TOP OF CHANNEL
- 3 RAIL PVC FENCE
- ACCESS GATE
- CONCRETE LINED EARTHEN SWALE
- RIGHT OF WAY

40 20 0 40 80 120
SCALE: 1"=40'



PROJECT KEY MAP

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°35'44"E	1021.66'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	8°24'32"	1544.50'	226.67'	113.54

NORTH

VICINITY MAP
NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 BASED LOCALLY UPON THE FOLLOWING NGS BENCH MARKS:

NAME	NAVD 88 ELV. (FT)
EV9296	1055.00

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

TRAIL IMPROVEMENT PLAN

Designed by: GN	Reviewed By: 02/01/25
Date: 02/21/24	Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Checked by: GD	Approved By: 02/01/25
Date: 02/21/24	Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
Drawn by: GN	Sheet 5 of 13 Sheets
Date: 02/21/24	Scale: Horiz. 1"=40'
Checked by: GD	Vert. 1"=4'
Date: 02/21/24	

2438-MS

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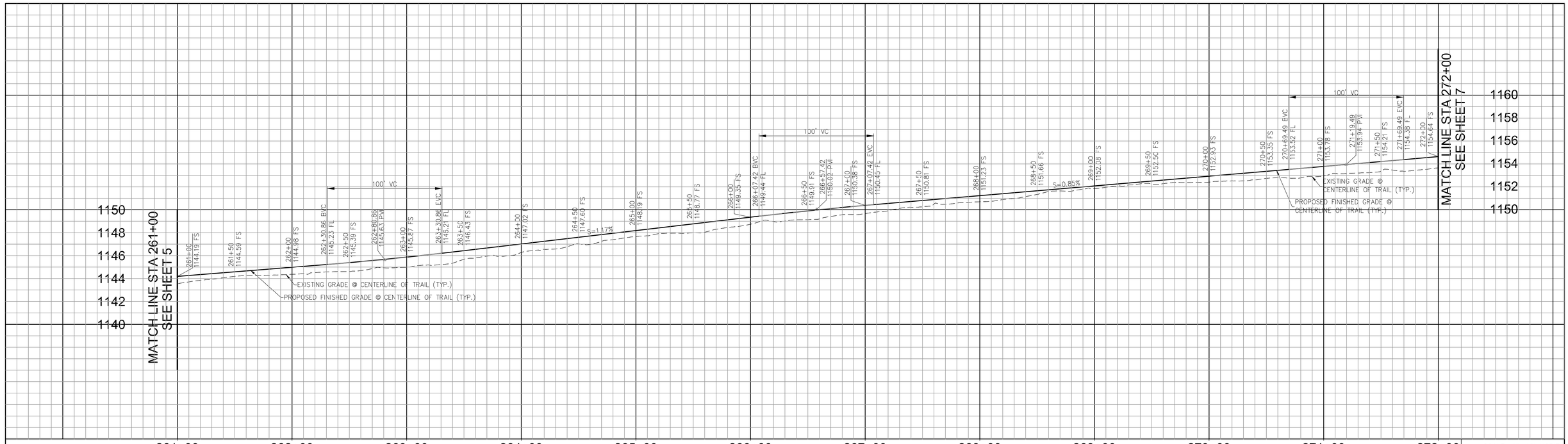
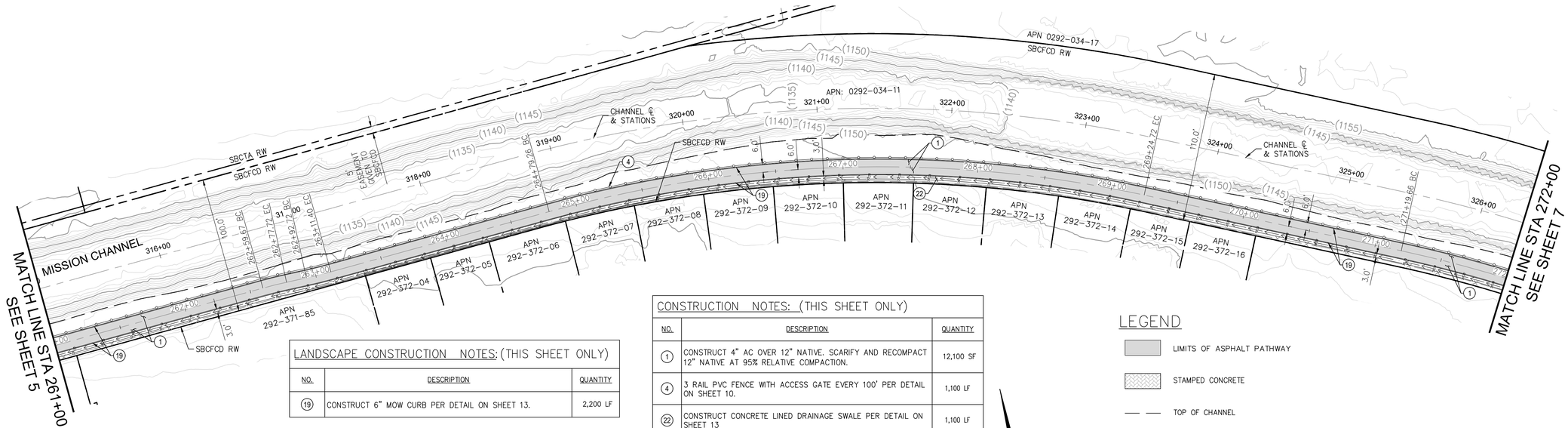




LANDSCAPE CONSTRUCTION NOTES: (THIS SHEET ONLY)		
NO.	DESCRIPTION	QUANTITY
(19)	CONSTRUCT 6" MOW CURB PER DETAIL ON SHEET 13.	2,200 LF

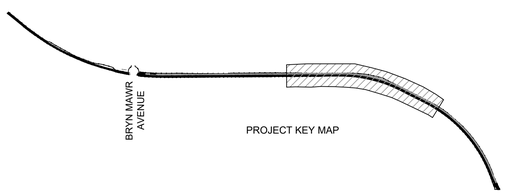
CONSTRUCTION NOTES: (THIS SHEET ONLY)		
NO.	DESCRIPTION	QUANTITY
(1)	CONSTRUCT 4" AC OVER 12" NATIVE. SCARIFY AND RECOMPACT 12" NATIVE AT 95% RELATIVE COMPACTION.	12,100 SF
(4)	3 RAIL PVC FENCE WITH ACCESS GATE EVERY 100' PER DETAIL ON SHEET 10.	1,100 LF
(22)	CONSTRUCT CONCRETE LINED DRAINAGE SWALE PER DETAIL ON SHEET 13	1,100 LF

LEGEND

- LIMITS OF ASPHALT PATHWAY
- STAMPED CONCRETE
- TOP OF CHANNEL
- 3 RAIL PVC FENCE
- ACCESS GATE
- CONCRETE LINED EARTHEN SWALE
- RIGHT OF WAY

LINE TABLE		
LINE	BEARING	LENGTH
L2	S87°23'53"E	15.00'
L3	N89°35'44"E	167.86'
L4	S62°46'55"E	194.94'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C2	3°00'23"	344.00'	18.05'	9.03
C3	3°00'23"	356.00'	18.68'	9.34
C4	27°37'21"	924.00'	445.46'	227.15



PROJECT KEY MAP

NORTH

VICINITY MAP
NTS

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IF NOT 2" – SCALE ACCORDINGLY

40 20 0 40 80 120
SCALE: 1"=40'

BENCHMARK

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NAME	NAVD 88 ELV. (FT)
EV9296	1055.00

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

TRAIL IMPROVEMENT PLAN

Designed by: GN Date: 02/21/24
Checked by: GD Date: 02/21/24
Drawn by: GN Date: 02/21/24
Checked by: GD Date: 02/21/24

Reviewed By: 02/01/25
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 02/01/25
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 6 of 13 Sheets
Scale: Horiz. 1"=40'
Vert. 1"=4'

2438-MS

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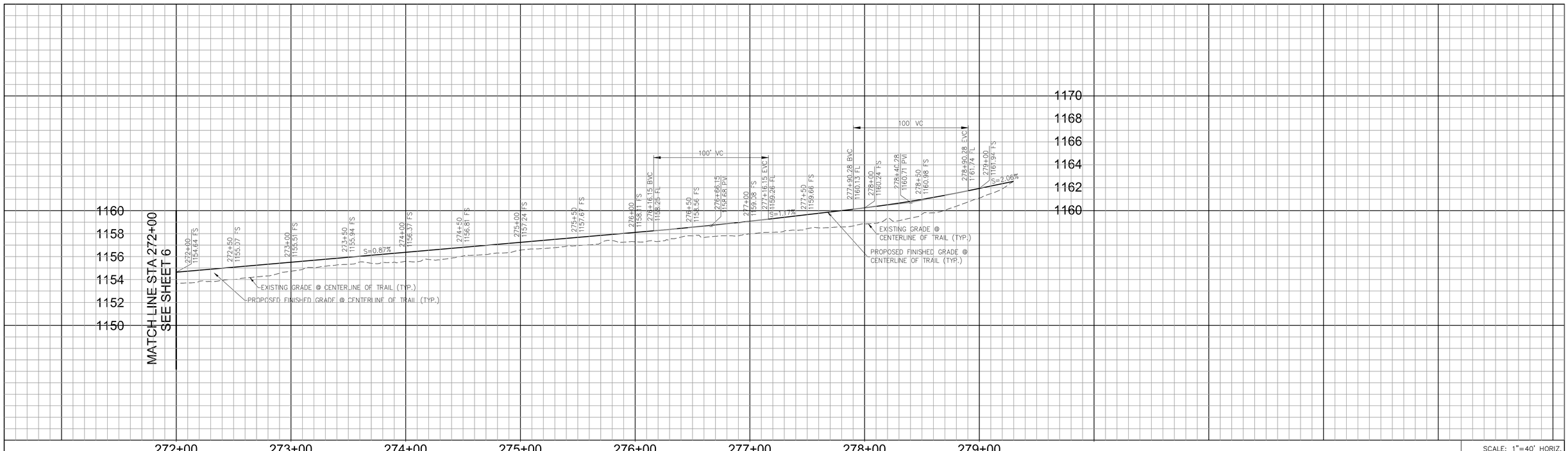
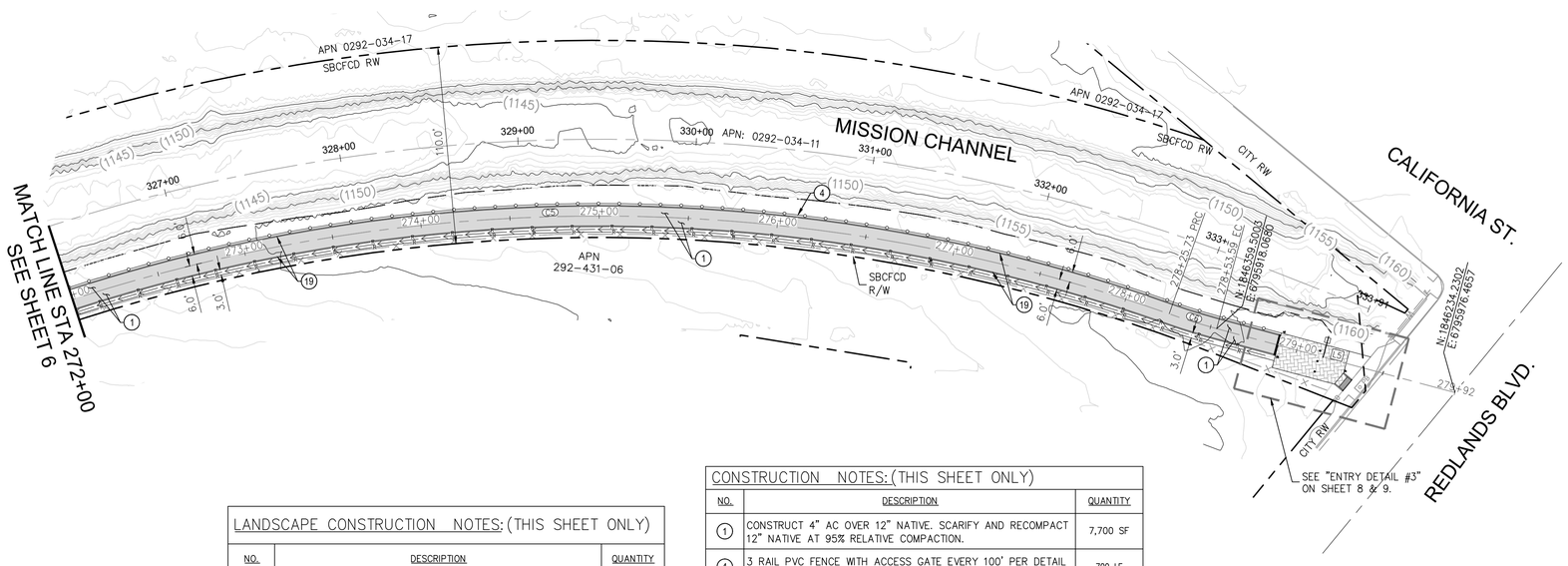


SCALE: 1"=40' HORIZ.
1"=4' VERT.



LEGEND

- LIMITS OF ASPHALT PATHWAY
- STAMPED CONCRETE
- TOP OF CHANNEL
- 3 RAIL PVC FENCE
- ACCESS GATE
- CONCRETE LINED EARTHEN SWALE
- RIGHT OF WAY

40 20 0 40 80 120
SCALE: 1"=40'

LANDSCAPE CONSTRUCTION NOTES: (THIS SHEET ONLY)

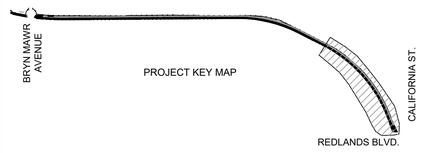
NO.	DESCRIPTION	QUANTITY
19	CONSTRUCT 6" MOW CURB PER DETAIL ON SHEET 13.	1,400 LF

CONSTRUCTION NOTES: (THIS SHEET ONLY)

NO.	DESCRIPTION	QUANTITY
1	CONSTRUCT 4" AC OVER 12" NATIVE. SCARIFY AND RECOMPACT 12" NATIVE AT 95% RELATIVE COMPACTION.	7,700 SF
4	3 RAIL PVC FENCE WITH ACCESS GATE EVERY 100' PER DETAIL ON SHEET 10.	700 LF
22	CONSTRUCT CONCRETE LINED DRAINAGE SWALE PER DETAIL ON SHEET 13.	700 LF

LINE TABLE		
LINE	BEARING	LENGTH
L5	S24°59'37"E	138.21'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C5	42°16'20"	957.00'	706.06'	369.97
C6	4°29'02"	356.00'	27.86'	13.94



NORTH

VICINITY MAP
NTS

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BENCHMARK

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NAME	NAVD 88 ELV. (FT)
EV9296	1055.00

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER — RICHARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006
TRAIL IMPROVEMENT PLAN

Designed by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24
Drawn by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24

Reviewed By: 02/01/25
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 02/01/25
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 7 of 13 Sheets
Scale: Horiz. 1"=40'
Vert. 1"=4'

2438-MS

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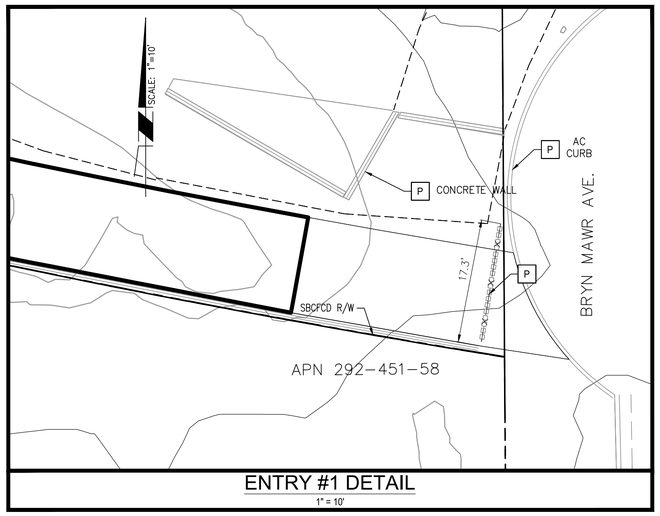
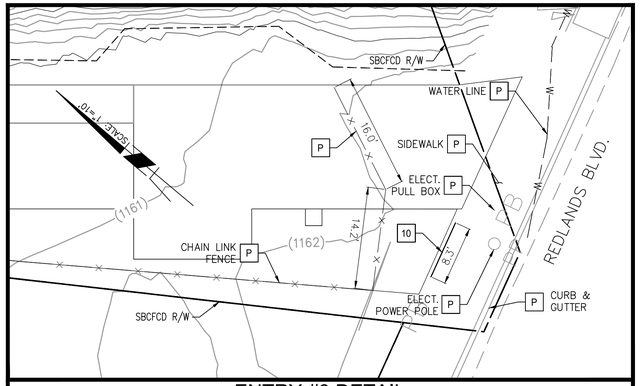
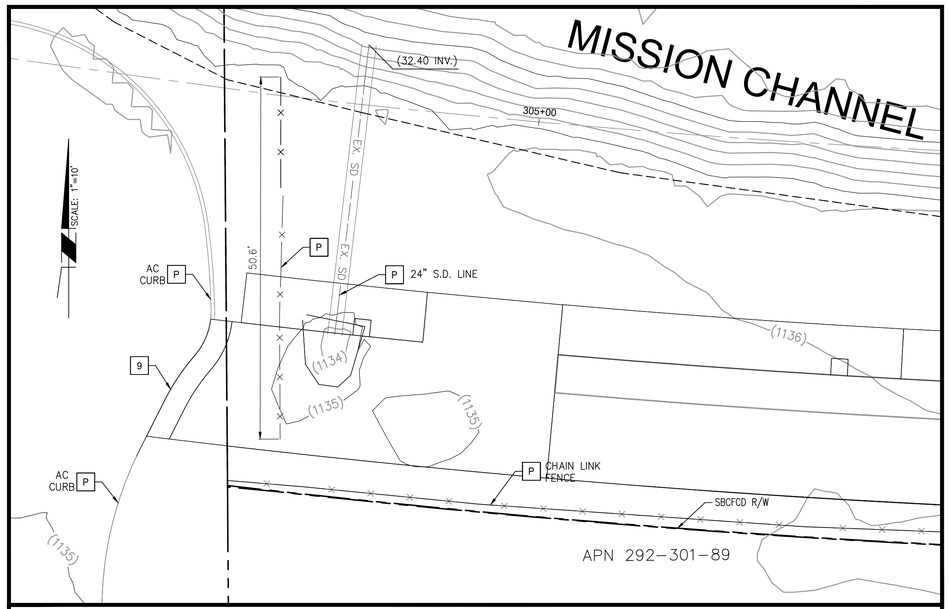


ENTRY #1 DETAIL
1" = 10'



ENTRY #3 DETAIL
1" = 10'



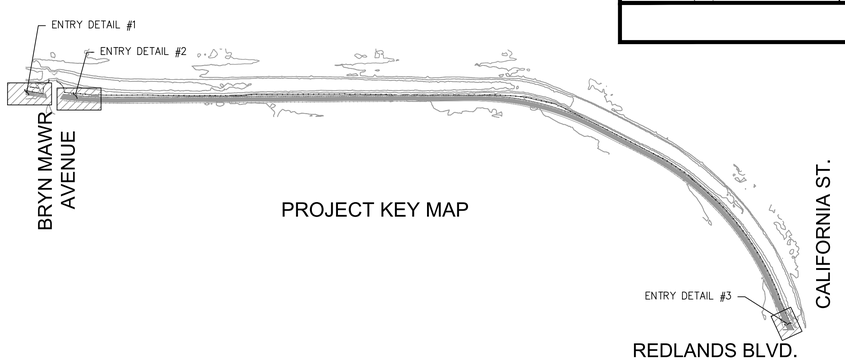
ENTRY #2 DETAIL
1" = 10'

DEMOLITION NOTES: (THIS SHEET ONLY)

NO.	DESCRIPTION	QUANTITY
9	REMOVE AC CURB.	50 LF
10	REMOVE CONCRETE CURB.	9 LF
P	PROTECT IN PLACE.	

LEGEND

- EXISTING AC TO REMAIN
- REMOVE ASPHALT & BASE AS NECESSARY TO ACCOMMODATE NEW CONCRETE SECTION.
- TOP OF CHANNEL
- LIMITS OF STREET DEMOLITION



VICINITY MAP
NTS

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EV9296	1055.00

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CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

DEMOLITION PLAN

Designed by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24
Drawn by: GN
Date: 02/21/24
Checked by: GD
Date: 02/21/24

Reviewed By: 02/01/25
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 02/01/25
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 8 of 13 Sheets
Scale: Horiz. 1"=10'
Vert.

2438-MS

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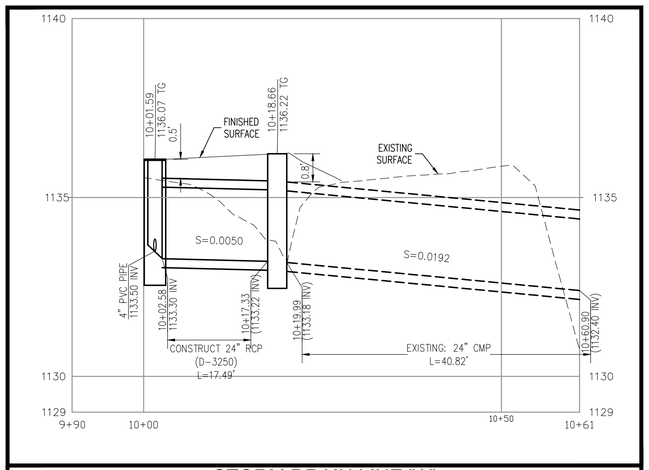
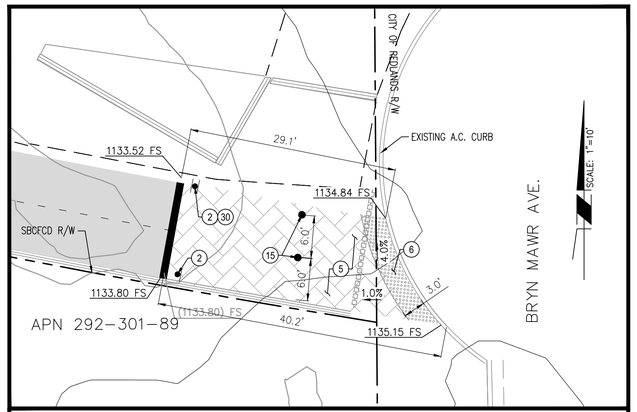


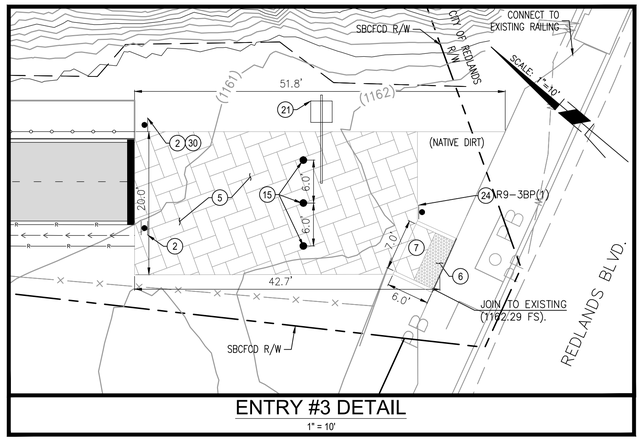
STORM DRAIN LINE "A"

HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=2'



ENTRY #1 DETAIL

1" = 10'

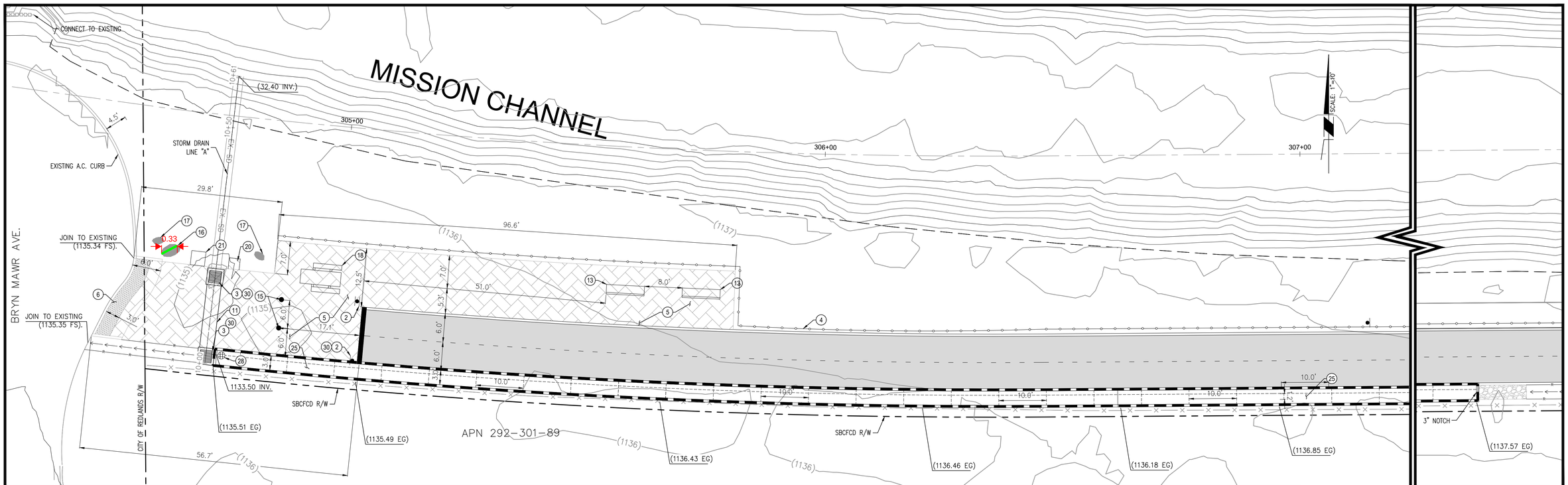


ENTRY #3 DETAIL

1" = 10'

CIVIL CONSTRUCTION NOTES: (THIS SHEET ONLY)

NO.	DESCRIPTION	QUANTITY
(2)	INSTALL BIKE TRAIL SIGNS PER DETAIL ON SHEET 2.	6 EA
(3)	CONSTRUCT 30"X30" CONCRETE DRAIN INLET (POUR IN PLACE) WITH VEHICLE TRAFFIC RATED GRATE, PER DETAIL ON SHEET 10	2 EA
(5)	CONSTRUCT 6" THICK PCC PAVEMENT (560-C-3250). INSTALL #4 REBAR GRID @ 24" O.C. IN STREETS WITH INTEGRAL COLOR STAMP PATTERN: RANDOM ASHLAR STONE COLOR: C-21 "ADOBE TAN" WITH A-25 "LA CRASENTA BROWN" ANTIQUE RELEASE.	3,232 SF
(6)	INSTALL SAFETY STEP TRUNCATED DOMES DETECTABLE WARNING SYSTEM MAT, COLOR YELLOW. PER DETAIL ON SHEET 11.	116 SF
(7)	CONSTRUCT ADA CURB RAMP(CASE A, TYPE 1A) PER DETAIL ON SHEET 13.	1 EA
(11)	CONSTRUCT 24" RCP PIPE.	18 LF
(15)	PRECAST CONCRETE REMOVABLE BOLLARD PER DETAIL ON SHEET 10. COLOR: GREEN (PAINT) TEXTURE: SMOOTH	7 EA
(24)	INSTALL "USE CROSS WALK" PLAQUE PER DETAIL ON SHEET 2.	1 EA
(25)	CONSTRUCT BIO-RETENTION PER DETAIL ON SHEET 10.	350 LF
(27)	INSTALL 4" PERFORATED PVC PIPE.	---
(28)	INSTALL 4" PVC ATRIUM DRAIN.	1 EA
(29)	INSTALL "NO DUMPING, DRAINS TO RIVER" INLET MARKER (DURACAST STYLE) PER DETAIL ON SHEET 10.	2 EA
(30)	INSTALL SBCFCD TRAIL USE SIGN PER DETAIL ON SHEET 2	4 EA

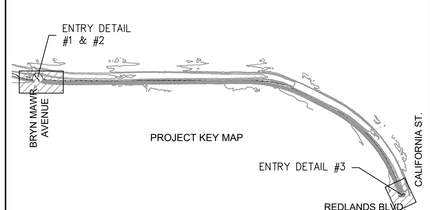


ENTRY #2 DETAIL

1" = 10'

LANDSCAPE CONSTRUCTION NOTES: (THIS SHEET ONLY)

NO.	DESCRIPTION	QUANTITY
(13)	PRECAST CONCRETE BENCH PER DETAIL ON SHEET 11. COLOR: LATTE. TEXTURE: WOODGRAIN.	2 EA
(15)	PRECAST CONCRETE REMOVABLE BOLLARD PER DETAIL ON SHEET 10. COLOR: GREEN (PAINT) TEXTURE: SMOOTH.	7 EA
(16)	LARGE LANDSCAPE BOULDER, PER DETAIL ON SHEET 12.	1 EA
(17)	SMALL LANDSCAPE BOULDER, PER DETAIL ON SHEET 12.	2 EA
(18)	PRECAST CONCRETE ADA PICNIC TABLE PER DETAIL ON SHEET 10. COLOR: LATTE. TEXTURE: WOODGRAIN.	1 EA
(20)	STREET CROSSING MONUMENT SIGN PER DETAIL ON SHEET 12.	1 EA
(21)	TRAIL HEAD MONUMENT SIGN PER DETAIL ON SHEET 12.	1 EA



VICINITY MAP

NTS

NORTH

LEGEND

- LIMITS OF ASPHALT PATHWAY
- STAMPED CONCRETE(WALKWAY SECTION)
- TOP OF CHANNEL
- 3 RAIL PVC FENCE
- ACCESS GATE
- CONCRETE LINED EARTHEN SWALE

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

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REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

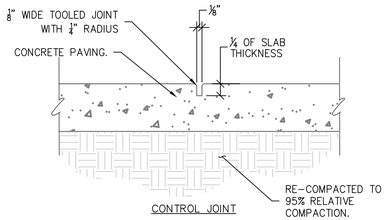
ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

CONSTRUCTION PLAN

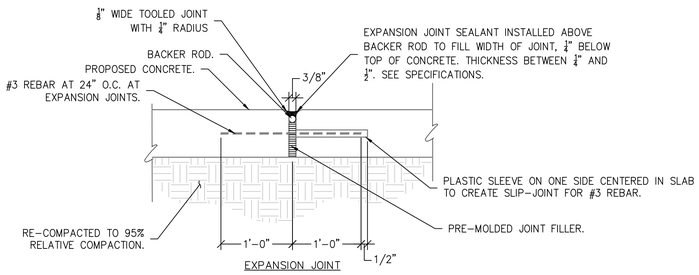
Designed by: GN	Reviewed By: 02/01/25
Date: 02/21/24	Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Checked by: GD	Approved By: 02/01/25
Date: 02/21/24	Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
Drawn by: GN	Sheet 9 of 13 Sheets
Date: 02/21/24	Scale: Horiz.
Checked by: GD	Vert.
Date: 02/21/24	

2438-MS

\\Files1\Engineering\Capital Projects\2438\00 (GENERAL CAPITAL IMPROVEMENT)\007 Orange Blossom Trail Phase 4\# DESIGN\Plan Sheets\1417057-09-Const.dwg | Plotted: 2/20/2025



CONTROL JOINT



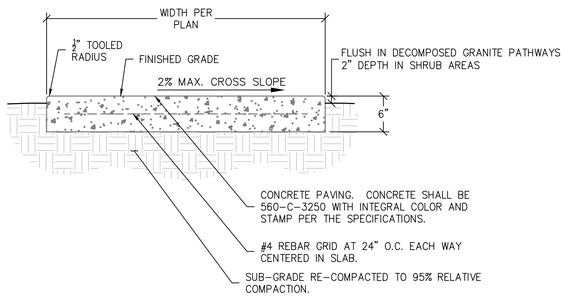
EXPANSION JOINT

NOTES:

1. JOINTS EVENLY SPACED. CONTROL JOINTS SHALL BE 10' O.C. AND EXPANSION JOINTS SHALL BE 30' O.C.

CONCRETE JOINTS

N.T.S

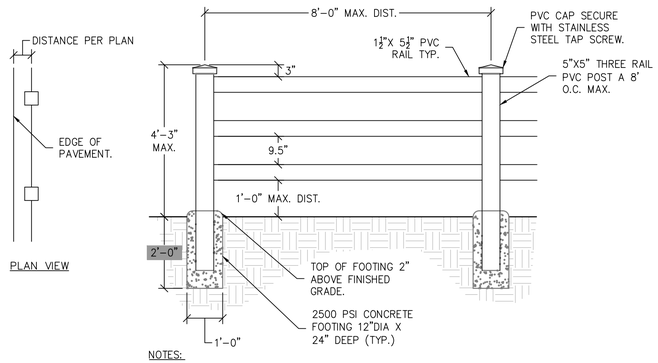


NOTES:

1. INSTALL EXPANSION AND CONTROL JOINTS PER CONCRETE JOINTS DETAIL.

5 6" THICK DECORATIVE CONCRETE PAVEMENT

N.T.S

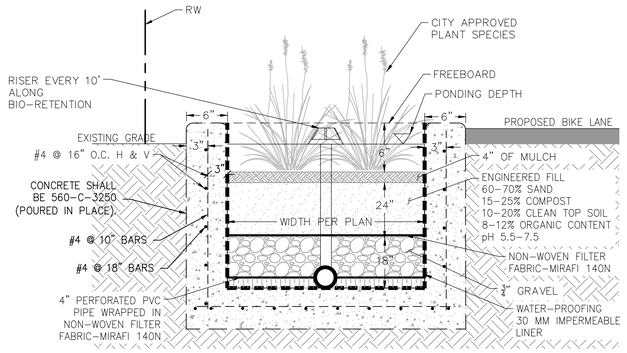


NOTES:

1. INSTALL REMOVABLE 16' PANEL EVERY 100' FOR SBCFCD MAINTENANCE ACCESS.
2. SUPPLIER: FENCE CORP. VINYL FENCE PRODUCT. SPECIFICATION 05500.

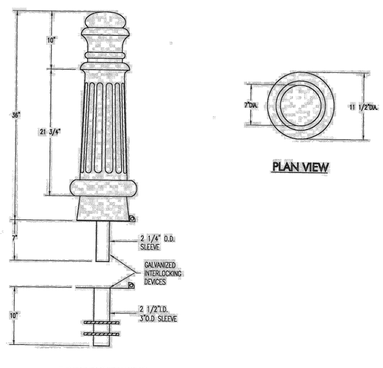
4 3 RAIL PVC FENCE

N.T.S



25 BIO-RETENTION WITH UNDER DRAINS

N.T.S

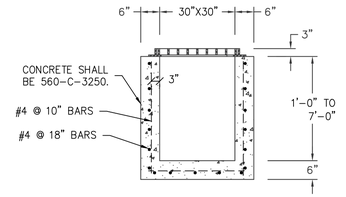


NOTES

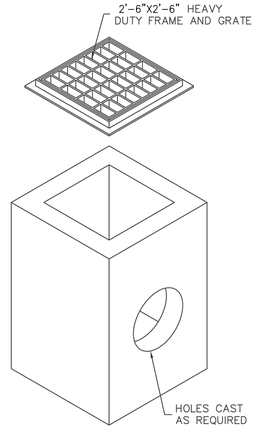
1. USE 'QUICK CRETE PRODUCTS' MODEL# QR-13B-R OR APPROVED EQUAL
2. COLOR: GREEN, TEXTURE: LIGHT SAND BLAST

15 PRE-CAST CONCRETE REMOVAL BOLLARD

N.T.S

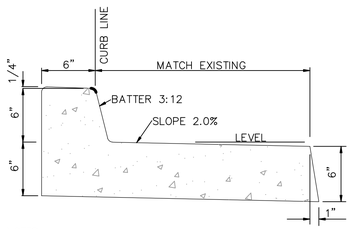


SECTION "A-A"



3 CONSTRUCT 30"X30" CONCRETE DRAIN INLET (POUR IN PLACE) WITH TRAFFIC RATED GRATE

N.T.S



NOTES:

1. ALL CURBS & GUTTERS SHALL BE PORTLAND CEMENT CONCRETE.
2. PAVEMENT SHALL BE FLUSH WITH EDGE OF GUTTER.
3. ALL EXPOSED CORNERS ON PCC CURBS SHALL BE ROUNDED WITH A ½" RADIUS.

9 6" CONCRETE CURB & GUTTER.

N.T.S

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NORTH AMERICAN VERTICAL DATUM OF 1988 BASED LOCALLY UPON THE FOLLOWING NGS BENCH MARKS:

NAME	NAVD 88 ELV. (FT)
EV9296	1055.00

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

CONSTRUCTION DETAILS

Designed by: GN	Date: 02/21/24	Reviewed By:	02/01/25
Checked by: GD	Date: 02/21/24	Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200	Date
Drawn by: GN	Date: 02/21/24	Approved By:	02/01/25
Checked by: GD	Date: 02/21/24	Goutam K. Dobey, City Engineer, R.C.E. 75646	Date

Sheet 10 of 13 Sheets
Scale: Horiz. _____
Vert. _____

2438-MS

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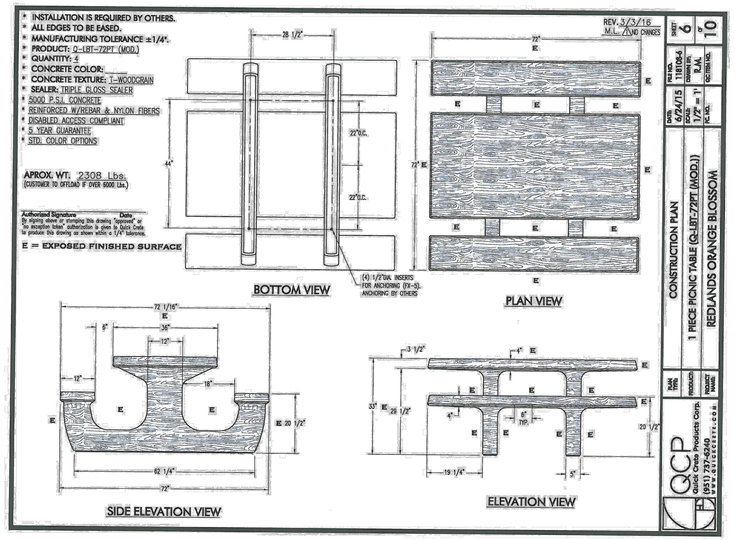
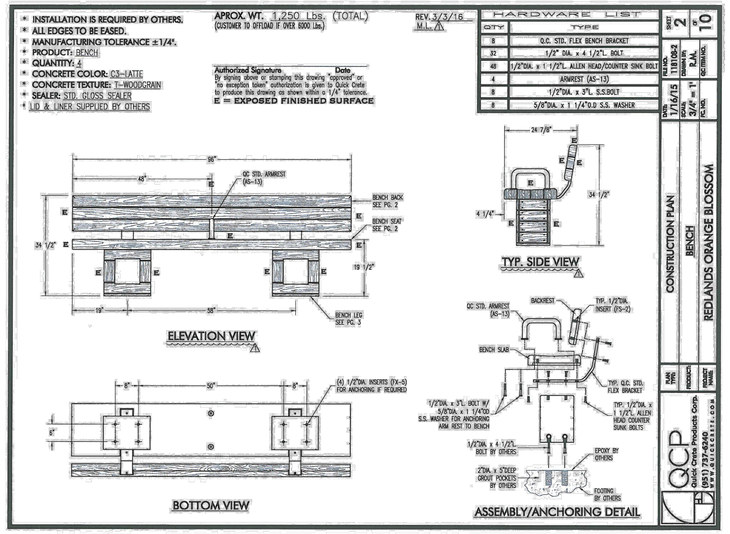


18 PRE-CAST CONCRETE ADA PINIC TABLE

N.T.S



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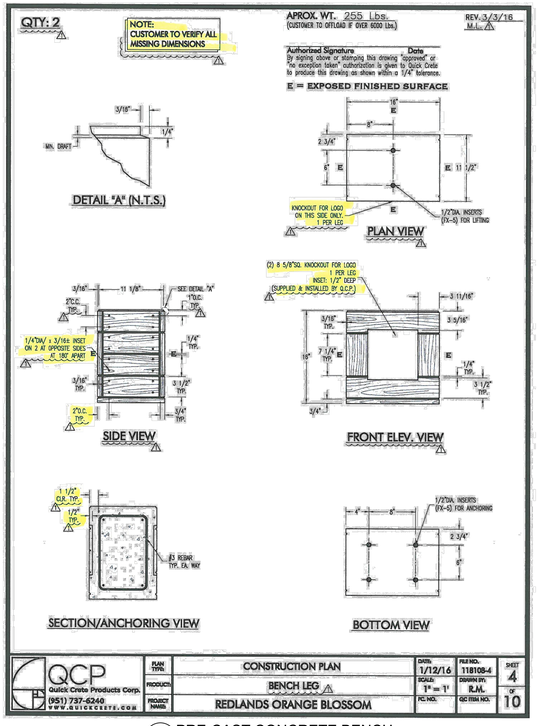
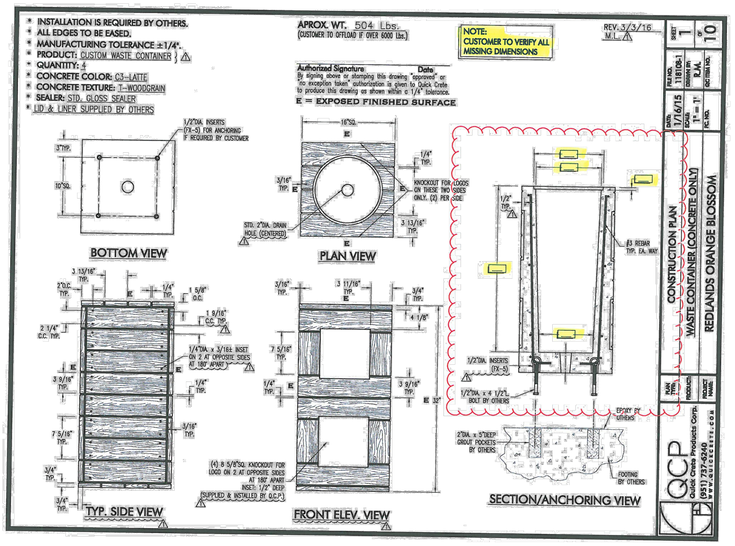
13 PRE-CAST CONCRETE BENCH

N.T.S



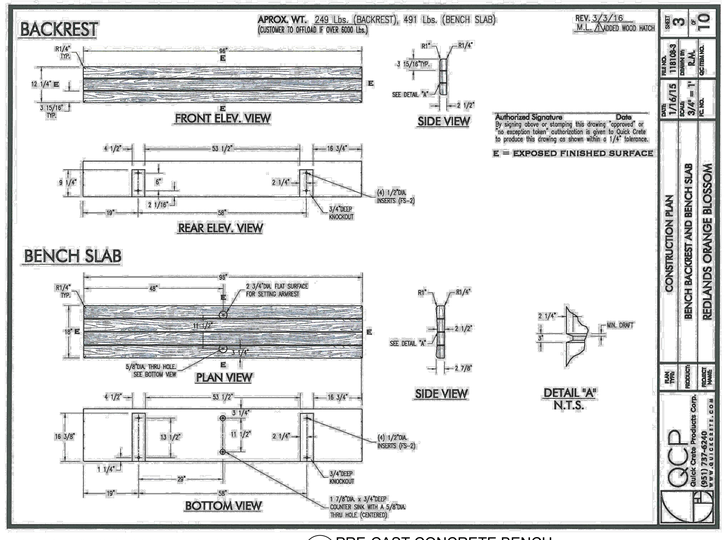
13 PRE-CAST CONCRETE BENCH

N.T.S



14 PRE-CAST CONCRETE LITTER RECEPTACLE

N.T.S



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13 PRE-CAST CONCRETE BENCH

N.T.S

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

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Approved By: 02/01/25
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
Sheet 11 of 13 Sheets
Scale: Horiz. ____
Vert. ____

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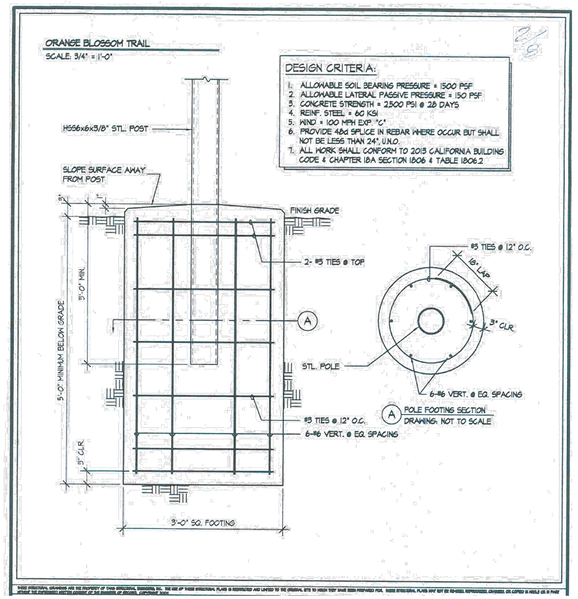
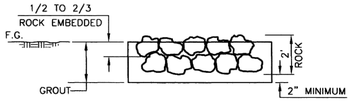


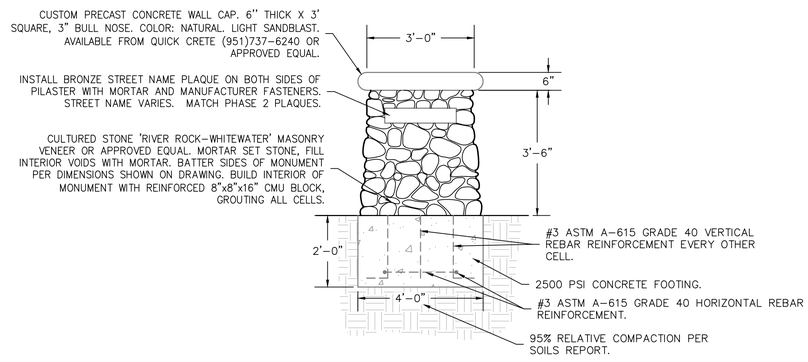
21 TRAIL HEAD MONUMENT SIGN(FOOTING)
N.T.S



NOTES:

1. ROCK FOR GROUTED RIPRAP SHALL BE GOOD QUALITY BROKEN CONCRETE AND/OR RIVER RUN ROCK. THE SMALLEST DIMENSION SHALL EXCEED 3" AND THE LARGEST DIMENSION SHALL NOT EXCEED 18". THE LARGEST DIMENSION SHALL NOT EXCEED 4 TIMES THE THE SMALLEST DIMENSION.
2. THERE SHALL BE A GROUT BED OF AT LEAST 2" BENEATH THE ROCK. ALL THE VOIDS BETWEEN THE ROCKS SHALL BE FILLED WITH GROUT. MAXIMUM SPACING BETWEEN THE ROCKS SHALL BE 2".
3. SURFACE ROCKS SHALL BE EMBEDDED FROM 1/2 TO 2/3 THEIR MAXIMUM DIMENSION.
4. LENGTH AND WIDTH SHALL BE PER PLAN.

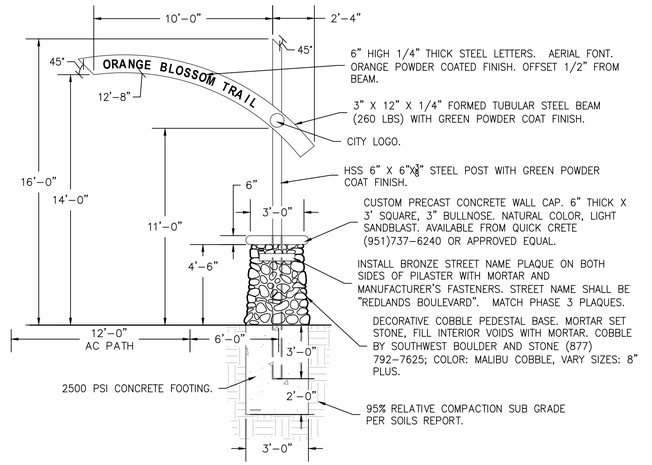
12 GROUTED RIP-RAP
N.T.S



NOTES:

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION AND INSTALLATION. SHOP DRAWINGS SHALL INCLUDE STRUCTURAL CALCULATIONS DONE BY A LICENSED STRUCTURAL ENGINEER.
2. CONTRACTOR SHALL REFER TO MANUFACTURER'S SPECIFICATIONS.
3. ALL EXPOSED SURFACES TO BE TREATED WITH ANTI-GRAFITII COATING.

20 STREET CROSSING MONUMENT SIGN
N.T.S



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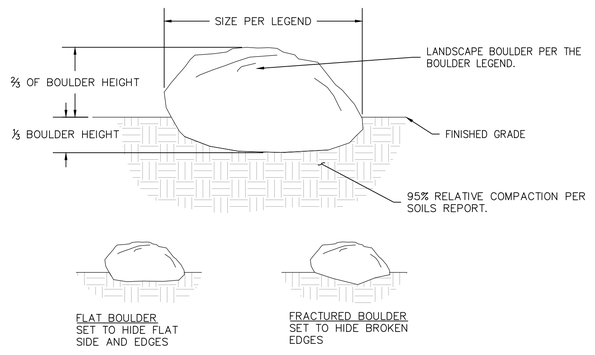
2. CONTRACTOR SHALL REFER TO MANUFACTURER'S SPECIFICATIONS.
3. ALL EXPOSED SURFACES TO BE TREATED WITH ANTI-GRAFITII COATING.
4. CONTRACTOR SHALL GRIND ALL WELDS SMOOTH, REMOVE SLAG AND SPLATTER, WELD CLOSE ALL TUBING ENDS, AND HOT DIP GALVANIZE CONSTRUCTED FORM.

21 TRAIL HEAD MONUMENT SIGN
N.T.S



NOTES:

1. BOULDERS SHALL NOT BE EVENLY SPACED APART AND SHALL BE GROUPED AS SHOWN ON THE PLANTING PLANS TO APPEAR NATURAL IN THE LANDSCAPE.
2. THE BOULDERS SHALL BE PER THE SPECIFICATIONS. THE CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF THE BOULDERS TO THE CITY FOR APPROVAL PRIOR TO ORDERING AND DELIVERING.
3. THE BOULDER LOCATIONS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PLACEMENT.

17 16 LANDSCAPE BOULDER
N.T.S

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — No. C93200 — CIVIL — STATE OF CALIFORNIA

BENCHMARK

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NAME	NAVD 88 ELV. (FT)
EV9296	1055.00

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

CONSTRUCTION DETAILS

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Date: 02/21/24
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Sheet 12 of 13 Sheets
Scale: Horiz. _____
Vert. _____

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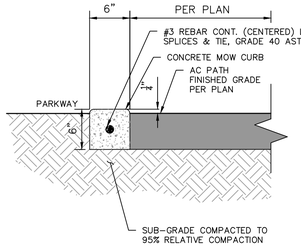
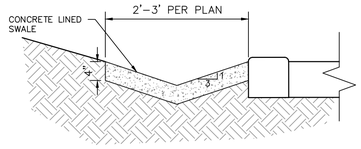


NOTES

1. ALL CURB SHALL BE 560-C-3250 CONCRETE WITH NATURAL GRAY SMOOTH TROWEL FINISH ¼" RADIUS TO ALL EDGES. INSTALL ½" PREFORMED EXPANSION JOINTS @ 15' O.C. MAX, AND AT BEGINNING & END OF RADIUS.

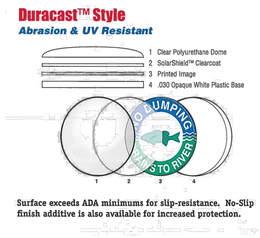
19 6" MOW CURB ALONG AC PATH

N.T.S



22 CONCRETE LINED SWALE

N.T.S

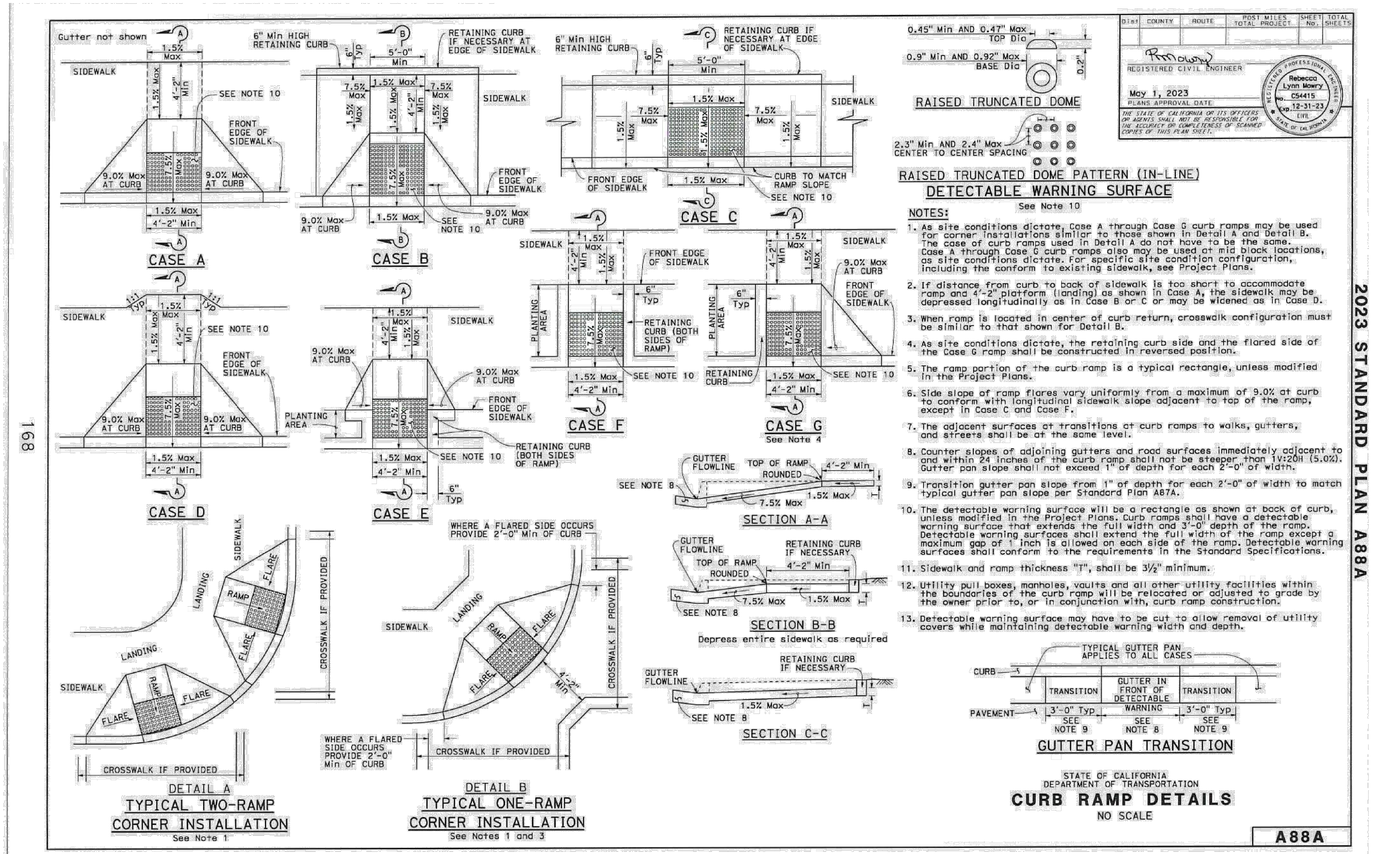


Surface exceeds ADA minimums for slip-resistance. No-Slip finish additive is also available for increased protection.

DAS P.N. # 111414455,
PN. 4.0 SDS

28 "NO DUMPING,DRAINS TO RIVER" INLET MARKER (DURA CAST STYLE)

N.T.S



NOTES:

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness "T", shall be 3½" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CURB RAMP DETAILS
NO SCALE

A88A

7 ADA CURB RAMP

N.T.S

6 TRUNCATED DOMES

N.T.S

2023 STANDARD PLAN A88A

NORTH

VICINITY MAP

NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

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GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

ORANGE BLOSSOM TRAIL, PHASE 4
PROJECT No. S241006

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Sheet 13 of 13 Sheets
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Vert.

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CITY OF REDLANDS
MUNICIPAL UTILITIES &
ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

ORANGE BLOSSOM TRAIL PHASE 4
PROJECT NO. S241006

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

FEBRUARY 2025

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

ORANGE BLOSSOM TRAIL PHASE 4
PROJECT NO. S241006

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:
Mario Saucedo, Mayor
Marc Shaw, Mayor Pro Tem
Paul Barich, Councilmember
Eddie Tejeda, Councilmember
Denise Davis, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

FEBRUARY 2025

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ORANGE BLOSSOM TRAIL PHASE 4
PROJECT NO. S241006

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
Orange Blossom Trail Phase 4 Project
Project No. S241006

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 **March 13, 2025**, 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: Orange Blossom Trail Phase 4 Project, Project No. S241006.**

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" 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 Gerard Nepomuceno, Project Manager, at 909-798-7584 Ext 4. 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
ORANGE BLOSSOM TRAIL PHASE 4
PROJECT NO. S241006

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: ORANGE BLOSSOM TRAIL PHASE 4,
PROJECT NO. S241006

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

ORANGE BLOSSOM TRAIL PHASE 4
PROJECT NO. S241006

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 Base Bid Price)	LUMP SUM	N/A	$_____
2	SWPPP	LUMP SUM	N/A	$_____
3	Traffic and Pedestrian Control Plan	LUMP SUM	N/A	$_____
4	Clearing, Grubbing and Demolition	LUMP SUM	N/A	$_____
5	Construction Survey	LUMP SUM	N/A	$_____
6	Grading	LUMP SUM	N/A	$_____
7	Construct 4" AC Over 12" Native. Scarify And Recompact 12" Native At 95% Relative Compaction.	44,150 SF	$_____/SF	$_____

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
8	Install Bike Trail Signs, Striping And Markings Per Detail On Sheet 2.	LUMP SUM	N/A	$_____
9	Construct 30"x30" Concrete Drain Inlet (Pour In Place) With Traffic Rated Grate, Per Detail On Sheet 10	2 EA	$_____/EA	$_____
10	3 Rail PVC Fence With Access Gate Every 100' Per Detail On Sheet 10.	4,080 LF	$_____/LF	$_____
11	Construct 6" Thick PCC Pavement (560-C-3250). Install #4 Rebar @ 24" O.C. Both Ways. Integral Color Stamp Pattern: Random Ashlar Stone Color: C-21 "Adobe Tan" With A-25 "La Crasenta Brown" Antique Release, Per Detail On Sheet 10.	3,232 SF	$_____/SF	$_____
12	Install Safety Step Truncated Domes Detectable Warning	120 SF	$_____/SF	$_____
13	Construct ADA Curb Ramp(Case D, Type 1) Per Detail On Sheet 13.	3 EA	$_____/EA	$_____
14	Construct 24" RCP	20 LF	$_____/LF	$_____
15	Construct Grouted Rip-Rap Per Detail On Sheet 12	14 CY	$_____/CY	$_____
16	Construct 6" Mow Curb Per Detail On Sheet 13.	8,044 LF	$_____/LF	$_____
17	Street Crossing Monument Sign Per Detail On Sheet 12	1 EA	$_____/EA	$_____

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
18	Trail Head Monument Sign Per Detail On Sheet 12.	1 EA	$_____/EA	$_____
19	Install 4" PVC Atrium Drain.	1 EA	$_____/EA	$_____
20	Install PVC Pipe	7 LF	$_____/EA	$_____
21	Construct "No Dumping Drains To Ocean" Stencil Per Detail On Sheet 13.	2 EA	$_____/EA	$_____
22	Construct Bio-Retention Per Detail On Sheet 10.	350 LF	$_____/LF	$_____
23	Construct Concrete lined Drainage Swale Per Detail On Sheet 13.	2,515 LF	$_____/LF	$_____
24	Precast Concrete Removable Bollard Per Detail on Sheet 10	7 EA	$_____/EA	$_____
25	Precast Concrete Bench on Sheet 11	2 EA	$_____/EA	$_____
26	Precast Concrete Picnic Table on Sheet 11	1 EA	$_____/EA	$_____
27	Large Boulder per Detail on Sheet 12	1 EA	$_____/EA	$_____
28	Small Boulder per Detail on Sheet 12	1 EA	$_____/EA	$_____
29	Construct 16' Wide Double Drive Gate Per SBCFCD SP 222 with PED Access	1 EA	$_____/EA	$_____

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
30	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$75,000.00
31	Demobilization	LUMP SUM	N/A	$_____
	BID SHEDULE TOTAL PRICE(ITEMS 1-31)			**$_____**

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 13. 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.

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.

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. S241006.

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. S241006 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. S241006, 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. S241006 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: Orange Blossom Trail, Phase 4 Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Orange Blossom Trail, Phase 4 Project, Project No. S241006 (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 sixty (60) 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 ($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)

_____
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
Orange Blossom Trail, Phase 4 Project
Project No. S241006

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 _____, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as _____ 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 Orange Blossom Trail, Phase 4 Project, Project No. S241006 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)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
(Seal and Notarial Acknowledgement of Surety)	_____
	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, 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. 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, Equal Tile, 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.

GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE -- GENERAL

1. SEQUENCING OF WORK

The Contractor shall submit the construction schedule in accordance with Section 01321 of the specifications.

The Contractor shall coordinate with the City's current construction projects such as water, sewer, etc. before scheduling any work in the streets. There will be no monetary compensation for re-scheduling the work, re-mobilization and/or loss of production.

The Contractor shall arrange the schedule of work, but it shall adhere to the following restrictions:

1. Paving and related work shall follow the timeline per Section 302-5.2 of the Specifications.

2. Citywide events calendar shall be considered with the construction schedule. Events calendar with specific dates will be provided during subsequent weekly construction meetings.

3. Construction around school zones shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school. School calendar with school start/dismissal times are included in the Appendix.

4. Only one area may have paving activity occurring at a time unless approved by City.

5. Any other construction activity other than paving shall be scheduled by the contractor in any sequence but shall be approved by the City.

2. UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition, and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility. Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

3. MAINTENANCE OF OPERATION OF EXISTING FACILITIES

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.

4. COORDINATION SUBMITTALS

1. No water system shutdowns will be allowed on Monday or Friday, unless otherwise directed by City staff.

2. 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.

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 Orange Blossom Trail Phase 4, Project No. S241006 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
Vicinity Map, Typical Sections and Details	2
Trail Improvement Plans	3-7
Demolition Plan	8
Construction Plan	9
Construction Details	10-13

1.2 GENERAL SCOPE OF WORK

A. The Work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

B. WORK BY OTHERS

1. The Contractor's attention is directed to the fact that work may be conducted at the site by the City and by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum interference with the work of the City and other contractors, and shall cooperate fully with the City and other contractors to provide continued safe access to their respective portions of the site, as required to perform their respective work.

2. The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

C. PROJECT SITE

1. The Contractor shall utilize the Channel shoulder for storage of equipment, materials and any other items required to complete the project with prior approval from San Bernardino County Flood Control District.

2. The Contractor shall not block access to the Channel or arterial streets.

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 (Maximum 5% of Base Bid Total Price), 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, traffic

control, 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. SWPPP, Bid Item 2:

Payment for Storm Water Pollution Prevention Plan (SWPPP) 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 01571.

Payment for the SWPPP 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. Traffic and Pedestrian Control, Bid Item 3:

Payment for traffic and pedestrian control shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required for preparation of traffic control plan, implementation of control items and maintenance of control items noted within the plan from notice to proceed to acceptance of project by the city. Traffic and pedestrian control shall be in accordance with approved traffic control plan and section 16 of special conditions in order to be compensated for this item. Payment for traffic and pedestrian control shall be made based on overall completion percentage of the project. The percentage complete shall be determined by the engineer and updated on progress payments.

4. Clearing, Grubbing and Demolition, Bid Item 4:

Item includes but is not limited to clearing, grubbing, demolition per sheet 8, and removal of material.

Payment for site clearing work will be at the lump sum price bid for clearing, grubbing and demolition. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in site clearing as herein specified.

5. Construction Survey, Bid Item 5:

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, provide recorded copies to the City and shall include all labor and incidentals noted within Section 01722.

Prior to construction, contractor shall provide corner records, survey monuments and any other existing survey control markers to the City for review. City Engineer/Surveyor will spot check the locations provided by the contractor's surveyor. In any case, City shall back charge contractor for any missing survey markers or monuments.

6. Grading, Bid Item 6:

Item includes but is not limited to grading per Plan, importing soil and fill material.

Payment for grading will be at the lump sum price bid for grading. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in grading as herein specified

7. Construct 4" AC over 12" Native, Bid Item 7:

Item includes but is not limited to scarifying and recompacting 12" of native at 95% relative compaction, and constructing 4" asphalt concrete path per Plan.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment for Construct 4" AC over 12" Native will be released. All must be complete and operable before any compensation will be released.

8. Install bike trail Signs, Striping and Markings, Bid Item 8:

The bid price shall include but not be limited to bike trail signs, posts, striping, pavement markings per Sheet 2 of the Plans.

Payment for bike trail signs, striping and markings shall be made lump sum price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

9. Construct 30"x30" Concrete Drain Inlet (Pour in place), with Traffic Rated Grate, Bid Item 9:

Payment for storm drain structures shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

The price shall include, but not limited to trenching, bedding, backfilling, compacting, and restoring all areas to pre-existing conditions.

10. 3 Rail PVC Fence with Access Gates every 100', Bid Item 10:

Payment for 3 rail PVC fence with access gates every 200' shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

11. Construct 6" Thick PCC Pavement (560-C-3250), Bid Item 11:

Item includes but is not limited 6" Thick PCC Pavement (560-C-3250), 4 Rebar @ 24" O.C. both ways, integral color stamp pattern with A-25 antique release, per detail on sheet 10.

Payment for 6" thick PCC pavement shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required per plan. No partial payment will be released. All must be complete and operable before any compensation will be released.

12. Install Safety Step Truncated Domes Detectable Warning System Mat, Bid Item 12:

Payment for the installation of safety step truncated domes detectable warning system mat shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required per plan. No partial payment will be released. All must be complete and operable before any compensation will be released.

Truncated domes detectable warning system mat shall be installed per plan and details on sheet 13.

13. Construct ADA curb Ramp (Case D, Type 1), Bid Item 13:

Payment for ADA curb ramp shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. Horizontal and vertical layout per plan. No partial payment will be released. All must be complete and operable before any compensation will be released.

14. Construct 24" Reinforced Concrete Pipe, Bid Item 14:

Payment for 24" RCP shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

The price shall include, but not be limited to all necessary trench protection (shoring, bracing, sloping, etc.), pavement saw cutting and removal, trenching, disposal of excavated native soil, clearing and disposal of shrubbery or vegetation, bedding and backfilling, placing and compacting crushed aggregate base layer to required compaction, warning tape, compacting, assisting with compaction testing, placing and removing temporary asphalt concrete, installation of base and finish paving per trench repair detail on the plan, protecting in place or removing and replacing all existing utilities and public and private improvements, restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed RCP.

15. Construct Grouted Rip-Rap, Bid Item 15:

Payment for grouted rip-rap shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals as required per plan. No

partial payment will be released. All must be complete and operable before any compensation will be released.

16. Construct 6" Mow Curb, Bid Item 16:

Payment for 6" mow curb shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

17. Install Street Crossing Monument Sign, Bid Item 17:

Payment for street crossing monument sign shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

18. Install Trail Head Monument Sign, Bid Item 18:

Payment for trail head monument sign shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

19. Install 4" PVC Atrium Drain, Bid Item 19:

Payment for 4" PVC atrium drain shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

20. Install 4" PVC Pipe, Bid Item 20:

Payment for 4" PVC pipe shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

21. Construct "No Dumping Drains to Ocean" Stencil, Bid Item 21:

Payment for "No Dumping Drains to Ocean" stencil shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

22. Construct Bio-Retention with Under Drains, Bid Item 22:

Item includes but is not limited to the construction of bio-retention basin, excavation, construction of concrete walls, rebar, perforated PVC pipes, risers, plants from the approved plant palette, gravel, soil media, equipment and all incidentals required per detail

on sheet 10 of the project plans and specifications. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

23. Construct Concrete Lined Drainage Swale, Bid Item 23:

Payment for concrete lined drainage swale shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

24. Install Concrete Removable Bollard, Bid Item 24:

Payment for concrete removable bollard shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

25. Install Precast Concrete Bench, Bid Item 25:

Payment for precast concrete bench shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

26. Install Precast Concrete Picnic Table, Bid Item 26:

Payment for precast concrete picnic table shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

27. Large Boulder, Bid Item 27

Payment for large boulder shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

28. Small Boulder, Bid Item 28

Payment for small boulder shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required. No partial payment will be released. All must be complete and operable before any compensation will be released.

29. Construct 16’ Wide Drive Gate, Bid Item 29

Item includes but is not limited to Construct 16’ Wide Drive Gate per SBCFCD SP222 with pedestrian access or approved Caltrans STD equal.

Payment for Construct 16’ Wide Drive Gate shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required per plan. No partial payment will be released. All must be complete and operable before any compensation is released.

30. Unforeseen work not covered within all other bid items, Bid Item 30:

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 required work 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 not be spent entirely.

31. Demobilization, Bid Item 31:

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

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone :

	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			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$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

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

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		$0.00	0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

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**

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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 01571 STORMWATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

This project is subject to the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, and all amendments. All permit related documents can be located at the State Water Resources Control Board (SWRCB) website at www.waterboards.ca.gov. This project lies within the boundaries of the Santa Ana Regional Water Quality Control Board (RWQCB). The project is also covered by the municipal MS4 permit, Santa Ana-Order No. R8-2010-0036. Guidance manuals applicable to this project are the California Best Management Practices Handbooks found at www.cabmphandbooks.com.

The Contractor shall be responsible for complying with the SWPPP and all laws, codes, ordinances, and requirements of the governing agencies regarding the discharge of pollutants, pollution control devices, and any other related stormwater and non-stormwater requirements for this project, including but not limited to reporting, sampling, and amendments.

The Contractor shall have the necessary training and certifications to implement the SWPPP, conduct inspections and maintain the required water pollution control practices. See Section "QUALIFIED SWPPP PRACTITIONER (QSP)".

The Contractor shall follow all requirements of the prepared job specific Storm Water Pollution Prevention Plan (SWPPP) including the Construction Site Monitoring Program Requirements (CSMP). The contractor shall provide a Qualified SWPPP Practitioner (QSP) to implement all requirements of the SWPPP. The QSP shall be responsible for monitoring and sampling as required by the CSMP.

Approval of the SWPPP must be completed prior to the start of construction activity. However, the contract time will commence.

PART 2 - STORMWATER POLLUTION PREVENTION PLAN PREPARATION

If required under Order No. 2009-0009-DWQ, CAS000002, or its amendments, the Contractor shall prepare a SWPPP for the project. The SWPPP provides the general stormwater approach for the project and the minimum necessary BMPs. The contractor shall provide a Qualified SWPPP Practitioner (QSP) for this project and submit to the City copies of the required certifications or registrations for the QSP prior to SWPPP approval.

The California Storm water Quality Association (CASQA) has prepared a SWPPP template for use with Order No. 2009-0009-DWQ, CAS000002. The SWPPP template provides the general storm water approach for the project and the minimum necessary BMPs. The SWPPP template is not to be a considered a final and complete document until it has been completed and approved by a Qualified SWPPP Developer (QSD). The QSD is expected to include in the updated Final

SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the project approach.

The QSD shall use the CASQA SWPPP template for preparation of the SWPPP. The Caltrans SWPPP template shall not be used.

Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Storm Water Pollution Prevention Plan (SWPPP) for review. SWPPP review shall be in accordance with the requirements set forth in Section 01330 of the General Requirements. Once all of the noted revisions have been made and the SWPPP is complete for submittal to the State, two (2) final signed hardcopies and one (1) electronic copy of the SWPPP must be submitted to the Engineer for acceptance. The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request by a representative of the City of Redlands, the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third-parties for review of the SWPPP shall be directed to the Project Engineer. The Contractor shall notify the Engineer immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. Contractor shall immediately send all correspondences, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer.

The SWPPP shall be updated or amended as necessary or as required for compliance purposes. All updates to the SWPPP shall be per the guidelines contained therein. A copy of the SWPPP must be kept at the project site at all times. In the case of a linear construction project (water, sewer, street), where no field office has been established, the copy of the SWPPP shall be kept by the contractor's foreman in the vicinity of the actual construction and made available within thirty (30) minutes of request. The SWPPP shall be made available upon request by a City Inspector, a representative of the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third parties for review of the SWPPP shall be directed to the City Engineer.

PART 3 - SWPPP IMPLEMENTATION

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control devices; and practices specified in the SWPPP, its amendments, or by the City Inspector. Unless otherwise directed by the City Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work, regardless of reason, unless specified otherwise in writing by the City Engineer. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control devices and practices shall conform to the requirements in the SWPPP and these special provisions.

The National Weather Service (http://www.srh.noaa.gov/) weather forecast shall be monitored and used by the Contractor on a daily basis. If there is a forecast of 50% or greater probability of precipitation in the project area, the necessary water pollution control devices, plans and practices shall be deployed prior to the onset of the precipitation and immediate notice provided

to the City Engineer. The contractor's QSP shall be required to prepare and submit a Rain Event Action Plan (REAP), if required, any time the probably of rainfall is 50% or greater.

For the purposes of erosion and sediment control, disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 14 days. Non-active areas shall be protected as prescribed in the General Construction Permit within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

If the City Inspector finds the contractor is not in compliance with the SWPPP or any other applicable pollution control laws or regulations, the City Inspector shall direct the contractor to correct the violation. The Contractor shall immediately take measures to correct the violation or notify the City Engineer in writing why correcting the violation immediately is not possible and provide a timetable by which the violation will be corrected. The City Engineer may accept the timetable, reject it or modify it. Under no circumstances will the contractor submit a timetable that exceeds the duration of construction in the immediate area. If the Contractor fails to correct the identified violation by the date agreed upon or prior to the onset of precipitation, the project shall be in nonconformance with these specifications and subject to the remedies as described in Section "LEGAL RELATIONS AND RESPONSIBILITY".

Installing, inspecting and maintaining water pollution control practices on areas outside the City of Redlands right of way, not specifically arranged and provided for by the City of Redlands in the execution of this contract, will not be paid for without prior written approval.

No work required by regulatory agencies, and for which the Contractor would request additional compensation from the City, shall be started without prior approval from the City Engineer.

PART 4 - MAINTENANCE

To ensure the proper implementation and correct functioning of water pollution control devices and practices, the Contractor shall assign a Qualified SWPPP Practitioner (QSP) to regularly inspect and maintain the construction site's water pollution control devices and practices as identified in the SWPPP. The frequency of the inspections shall be in accordance with the SWPPP. In the event of multiple consecutive violations, the City Engineer may increase the frequency of the inspections. These additional inspections shall be at the Contractor's expense based on the current adopted resolution establishing such fees.

The QSP/Contractor shall document the inspections findings, using photographs and a written narrative, and if necessary, make the necessary corrections to the water pollution control practices or devices. One copy of each site inspection record shall be submitted to the City Engineer within 5 working days of completing the inspection. The QSP/Contractor shall submit one copy of each Rain Event Action Plans (REAP), when required, within 12 hours of anticipated precipitation event. The QSP/Contractor shall also submit one copy of each monitoring/sampling report, when required, within 24 hours of receiving the results. The contractor shall be responsible for all expenses incurred in the reporting process.

PART 5 - REPORTING REQUIREMENTS - DISCHARGE

If the Contractor identifies discharges leaving the construction site or flowing into drainage systems or surface waters in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the City Engineer. The Contractor shall submit a written report to the City Engineer in less than 24 hours of the discharge event, notice, or order. The report shall include the following information:

A. The date, time, location, nature of the operation, and type of discharge, including the cause or type of the notice or order Contractor received.

B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.

C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.

D. An implementation and maintenance schedule for affected water pollution control practices.

The contractor shall also submit any reports required by the SWPPP or the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities to the appropriate agencies. The contractor shall be responsible for all expenses incurred in the reporting process. Any required sampling shall be done by the contractor or his QSP in compliance with the SWPPP.

PART 6 - REPORTING REQUIREMENTS – ANNUAL REPORT and NOTICE OF TERMINATION

The contractor shall be responsible for preparing the Annual Report. The Annual report shall be prepared per Section XVI. ANNUAL REPORTING REQUIREMENTS of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Annual Report must be prepared by or under the direction of a QSP.

1) The contractor or QSP shall prepare an Annual Report no later than August 15th of each year.

2) The contractor or QSP shall certify each Annual Report in accordance with the Special Provisions.

3) The contractor or QSP shall retain an electronic or paper copy of each Annual Report for a minimum of three years after the date the annual report is filed.

4) The contractor or QSP shall include storm water monitoring information in the Annual Report consisting of:

   a) A summary and evaluation of all sampling and analysis results, including copies of laboratory reports;

   b) The analytical method(s), method reporting unit(s), and method detection limit(s) of each analytical parameter (analytical results that are less than the method detection limit shall be reported as "less than the method detection limit");

   c) A summary of all corrective actions taken during the compliance year;

   d) Identification of any compliance activities or corrective actions that were not implemented;

   e) A summary of all violations of the General Permit;

   f) The names of individual(s) who performed the facility inspections, sampling, visual observation (inspections), and/or measurements;

   g) The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation (rain gauge); and

   h) The visual observation and sample collection exception records and reports specified in Attachments C, D, and E.

5) The contractor or QSP shall provide training information in the Annual Report consisting of:

   a) Documentation of all training for individuals responsible for all activities associated with compliance with this General Permit; 2009-0009-DWQ 40 September 02, 2009 Order 2009-0009-DWQ 41 September 02, 2009

   b) Documentation of all training for individuals responsible for BMP installation, inspection, maintenance, and repair; and

   c) Documentation of all training for individuals responsible for overseeing, revising, and amending the SWPPP.

A copy of the Annual Report shall be submitted to the City no later than 9 A.M. each August 15th. In the event August 15th is a Friday, Saturday, or Sunday, the report shall be submitted no later than 5 P.M. on the Thursday prior to August 15th. If the project is completed prior to August 1st, regardless of when the project started, the Annual Report is due within two weeks of project completion. The contractor shall submit two hard copies of the annual report and one digital copy in PDF format on compact disc (CD).

Failure to submit the Annual report within the timeframes specified will result in progress payments and/or retention release being delayed and/or withheld. The City of Redlands, at its discretion, may complete the annual report based on records provided by the contractor. The contractor shall reimburse the city the full cost of creating the Annual Report along with an administrative fee not to exceed 1.7 times the total cost. The contractor shall also be liable for any fines or judgments levied by the Regional Water Quality Control Board against the City of Redlands as a result of the contractors failure to provide the annual report within the time frames listed above.

Under no circumstances does the submittal of a copy of the Annual Report to the City of Redlands relieve the contractor of his responsibility to maintain the Annual Report records for a minimum of three years after the date of submittal.

The contractor shall be responsible for preparing the Notice of Termination. The Notice of Termination shall be prepared within 30 days of the cessation of construction and shall meet all the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Notice of Termination must be prepared by or under the direction of a QSP.

Along with submitting the Notice of Termination to the City of Redlands, the QSP shall submit one (1) hard copy and one (1) electronic copy of the Storm Water Pollution Prevention Plan (SWPPP), including all inspection reports, photographs and other documents as required by the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, to the Engineer.

PART 7 - WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

The Contractor shall submit a completed Water Pollution BMP budget, which itemizes the BMPs for water pollution control work. The Contractor shall identify items, quantities, and values for all water pollution control work. The Water Pollution BMP budget shall provide a cost breakdown for the water pollution control work based on BMP quantity, unit cost, and total amount.

The Contractor shall be responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of water pollution control will not be made until the Water Pollution BMP budget is approved by the Engineer. Overhead and profit, except for time-related overhead, shall be included in the individual line items listed in the Water Pollution BMP budget. Line item quantities indicated in the Water pollution BMP budget in this section shall be considered project-specific minimums. All the BMPs listed in the Water Pollution Control BMP budget can be referenced in the CASQA Construction BMP Handbook.

PART 8 - PAYMENTS AND PENALTIES

The Water Pollution BMP budget shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in reviewing, updating, and implementing a Storm Water Pollution Prevention Plan, including installing, constructing, removing and disposing of water pollution control devices and practices, and non-stormwater management and waste management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the City Engineer.

It shall be understood that the City of Redlands and/or the City Engineer's acceptances does not relieve the Contractor of his/her full responsibility, legally and/or financially, to repair damages resulting from inadequacy and/or insufficiency of water pollution control devices and practices that were installed by the Contractor during construction activity.

PART 9 - LEGAL RELATIONS AND RESPONSIBILITY

The City Inspector may use any of the following measures if violations are not corrected in a timely manner or if the violation may present a danger to public health or to the environment; notices of correction or violation, stop work orders, citations, and using City staff or third party contractors to correct the problem. In the event that the above measures do not resolve the issues, the City Inspector shall inform the State Water Resources Control Board (SWRCB) of the violation and request their intervention.

The Contractor shall be solely responsible for penalties assessed or levied on the Contractor or the City of Redlands as a result of the Contractor's failure to comply with the provisions in this section, including but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth, therein. Penalties shall also include payment made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations or requirements, Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations. This shall apply regardless of the source issuing the penalties.

In the event a stop work order has been issued, the days passing between the discovery of the violation until the violation has been resolved and the stop work order has been lifted, shall be considered "working" days and shall not negate any claims by the City of Redlands for liquidated damages.

If the Contractor fails to correct violations immediately or within the time table established with the City Engineer, the City of Redlands may elect to use City staff or a third party to bring the project into compliance. The Contractor shall be responsible for the cost incurred by the City of Redlands when using City staff or a third party to bring the project into compliance. The City of Redlands reserves the right to add an additional fifteen (15) percent to the costs to cover administrative expenses.

PART 10 - RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the City of Redlands may retain money due the Contractor under the contract, in an amount determined by the City, up to and including the entire amount of penalties proposed, assessed or levied as result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the City until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are resolved with the entity seeking the penalties.

When a regulatory agency or third party identifies a failure to comply with the Permits and modifications, thereto, the Manuals, or other Federal, State or local requirements, the City of Redlands may retain money due to the Contractor, subject to the following:

A. The amounts retained, due to Contractor's failure to conform to the provisions in this section, will be released for payment on the next monthly estimate for partial payment providing the corrections have been implemented and maintained and when water pollution has been adequately controlled, as determined by the City Engineer.

During the estimated period that the Contractor fails to conform to the provisions in this section, the City may retain an amount equal to 25 percent of the estimated value for the contract work performed.

PART 11 - QUALIFIED SWPPP PRACTITIONER (QSP)

The General Construction Permit requires a Qualified SWPPP Practitioner (QSP) to oversee implementation of the BMPs and to ensure proper project oversight. Any contractors bidding and/or awarded a contract for any projects for the City of Redlands subject to the provisions of the General Permit shall employ a QSP. Prior to being awarded a construction contract, the successful bidder shall submit the name of the QSP to the City or Redlands for approval.

The QSP shall be responsible for the elimination of all unauthorized discharges and the preparation and submittal of an annual compliance evaluation report.

END OF SECTION

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 thirty (30) 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

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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

SECTION 02667 HYDRAULIC STRUCTURES TESTING AND DISINFECTION

PART 1 — GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall perform all cleaning, flushing, testing, disinfection, and appurtenant work, including conveyance of test water from City-designated source to point of use, and including all disposal thereof, complete and acceptable, for hydraulic structures and appurtenant piping all in accordance with the requirements of the Contract Documents.

1.02 CONTRACTOR SUBMITTALS

A. The Contractor shall submit minimum 48-hour advance written notice of its proposed testing schedule for review and concurrence of the City. The Contractor's proposed plans for water conveyance, control, and disposal shall also be submitted in writing.

PART 2 — PRODUCTS

2.01 MATERIALS REQUIREMENTS

A. Temporary valves, bulkheads, or other water control equipment and materials shall be as determined by the Contractor subject to the City's review. No materials shall be used which would be injurious to the construction or its future function.

B. Chlorine, water, etc.

PART 3 — EXECUTION

3.01 GENERAL

A. Water for testing and disinfecting will be furnished by the City; however, the Contractor shall make all necessary provisions for conveying the water from the City-designated source to the points of use. All costs associated with retesting including the cost of water will be borne by the Contractor.

B. All hydraulic structures and appurtenant pressure piping shall be tested and disinfected. Disinfection shall be accomplished by chlorination. Chlorine dosages shall be as computed by the Contractor with instructions for proper application of the chlorine and submitted for City’s review and approval. All chlorinating and testing operations shall be done in the presence of the City.

C. Testing and disinfecting operations shall be combined.

D. Disinfection operations shall be scheduled by the Contractor as late as possible during the contract time period so as to assure the maximum degree of sterility of the facilities at the time the Work is accepted by the City. Bacteriological sampling and testing will be performed by the City. Results of the bacteriological testing shall be satisfactory with the State Department of Health.

E. Release of water from structures, after testing and disinfecting have been completed, shall be as approved by the City.

3.02 PRELIMINARY CLEANING AND FLUSHING

A. Prior to both testing and disinfecting, all hydraulic structures shall be cleaned by thoroughly hosing down all surfaces with a high pressure hose and nozzle of sufficient size to deliver a minimum flow of 50 gpm.

3.03 DISINFECTION OF HYDRAULIC STRUCTURES AND APPURTENANT PIPELINES

A. Chlorination: A strong chlorine solution (200 ppm) shall be sprayed on all interior surfaces of the structure. Following this, the structure shall be partially filled with water to a depth of approximately 1 foot. During the filling operation, a chlorine-water mixture shall be injected by means of a solution-feed chlorinating device. The dosage applied to the water shall be sufficient to provide a chlorine residual of at least 50 ppm upon completion of the partial filling operation. After this is complete, the reservoir shall be completely filled with potable water and maintain a residual of at least 2.0 ppm for 24 hours. Precautions shall be taken to prevent the strong chlorine solution from flowing back into the lines supplying water.

B. Retention Period: Chlorinated water shall be retained in the structure and appurtenant piping long enough to destroy all non-spore-forming bacteria, and in any event, for at least 24 hours. After the chlorine-treated water has been retained for the required time, the chlorine residual in the structure and appurtenant piping shall be at least 2.0 ppm. All valves shall be operated while the lines are filled with the heavily chlorinated water.

C. Final Filling of Structure: After the chlorine residual has been checked, and has been found to satisfy the above requirement, bacteriological sampling and testing will be performed by City. If the bacteriological testing results indicate the water is safe to drink, the reservoir can be placed back into service by City. If not, additional chlorine will be added to achieve a desired result.

3.04 CONNECTIONS TO EXISTING SYSTEM

A. Where connections are to be made to an existing potable water system, HTH shall be added at the points of connection.

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

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									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S	HOURS WORKED EACH DAY																			
															TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
													THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S																				
															TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
													THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S																				
															TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				
													THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S																				
															TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			O																				

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)

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

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

APPENDIX C
PERMITS

Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department **PERMIT NO. _____**

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: _____

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

			BASE	EACH		
	EA	Driveway Appr, Res/Comm.....	$ 86.00	$ 43.00	EA	=$
	SF	Sidewalk.....	$ 86.00	$ .44	SF	=$
	SF	Cross Gutter/Spandrel.....	$ 86.00	$ .87	SF	=$
	LF	Curb & Gutter.....	$ 86.00	$ 3.28	LF	=$
	LF	Curb/Berm.....	$ 86.00	$ 2.19	LF	=$
	SF	Asphalt Pavement.....	$ 10.00	$ .09	SF	=$
	SF	Crushed Aggregate Base.....	$ 86.00	$ .09	SF	=$
	EA	Street Light.....	$ 86.00	$ 43.00	EA	=$
	EA	Traffic Signal - New.....	$ 86.00	$ 2,568.00	EA	=$
	EA	Traffic Signal - Modification.....	$ 86.00	$ 2,011.00	EA	=$
	CY	Reinforced Concrete.....	$ 86.00	$ 130	CY	=$
	LF	Storm Drain Pipe.....	$ 86.00	$ 5.21	LF	=$
	EA	Curb Inlet/Outlet Structures.....	$ 86.00	$ 43.00	EA	=$
	EA	Storm Drain Manhole/Junction Box.....	$ 86.00	$ 43.00	EA	=$
	EA	Curb Core.....	$ 86.00	$ 43.00	EA	=$
	LF	Sewer Main.....	$ 86.00	$ 1.73	LF	=$
	EA	Sewer Manhole.....	$ 86.00	$ 43.00	EA	=$
	EA	Sewer Cleanout.....	$ 86.00	$ 43.00	EA	=$
	EA	Sewer Lateral.....	$ 86.00	$ 43.00	EA	=$
	LF	Water Main - Potable.....	$ 86.00	$ 1.73	LF	=$
	LF	Water Main - Non-Potable.....	$ 86.00	$ 1.73	LF	=$
	EA	Fire Hydrant Assembly.....	$ 86.00	$ 43.00	EA	=$
	EA	Water Service Lateral.....	$ 86.00	$ 43.00	EA	=$
	EA	Water Shutdown.....	$ 86.00	$ 43.00	EA	=$
	EA	Fire Service.....	$ 86.00	$ 43.00	EA	=$
	LF	Excavation/Utility Trench.....	$ 86.00	$ 1.73	LF	=$
	SF	Street Patch.....	$ 86.00	$ .18	SF	=$
	EA	Fire Flow Test.....	$ 79.00		EA	=$
	SF	Warranty Fee (Street Cut).....	$		SF	=$
	EA	Traffic Safety Setup.....	$ 0.00	$ 55.00	EA	=$
	HR	OT/Off Hrs Inspection (2 HR Min)	$	$ 122.60	HR	=$
			$			=$
			$			=$

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance =

$ 339.00 fee. **$339.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

(Effective 10/7/2020) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

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

Municipal Utilities & Engineering

APPENDIX D
CITY OF REDLAND'S CONTRACTOR SAFETY PROGRAM



CONTRACTOR SAFETY PROGRAM

Rev. July 2024

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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 overheadlifting.
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 ofthese.
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. businesseconomy.
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 thesecriteria.
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 providedaccess 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 asneeded;
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 thisprogram.

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 always be available 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 always be at the work site;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall always be available 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 the 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 the 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 because 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 always worn during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. The Contractor shall provide PPE.
    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 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 an increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining the 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. The contractor will ensure that all personnel are 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 the 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 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 the 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 valuable 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 threeyears?	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 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	☐	☐

If 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.

_ _

To be completed by Contractor

Corrective action plan to abate hazards:

_____
_____
_____
_____
_____
_____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks:

_____
_____
_____
_____
_____
_____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigate	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:		

City Council Meeting **K. 5.**

DATE: 05/06/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8675 authorizing the City Manager or his designee to execute a Construction Installment Sale Agreement with the State Water Resources Control Board for the construction of the Wastewater Treatment Plant Upgrades Project, prepare and submit required project documents, and dedicating revenues from the Wastewater debt service fund as the source of revenue for loan payments, and determine that approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) 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 adoption of Resolution No. 8675 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to adopt Resolution No. 8675 approving the Construction Installment Sale Agreement with the State Water Resources Control Board and authorizing the execution of the Agreement by the City Manager or his designee.

3. Approving the preparation and submission of required project documents and the dedication of revenues from the Wastewater debt service fund as the source of revenue for loan payments.

RECOMMENDATION:

Staff recommends that City Council determine that adoption of Resolution No. 8675 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and adopt the Resolution.

DISCUSSION:

The State Water Resources Control Board (SWRCB) Division of Financial Assistance administers the Clean Water State Revolving Fund (CWSRF) Program, which supports the efforts of communities to protect water resources. Since its inception in 1989, the CWSRF has provided below-market-rate financing to construct wastewater treatment and water recycling facilities, to implement non-point source and storm drainage pollution control solutions, and to develop and implement estuary plans to protect and promote the health, safety, and welfare of all Californians.

On December 7, 2021, the City Council authorized the City Manager or his designee to sign and submit a CWSRF loan application to the SWRCB for construction of the Wastewater Treatment Plant (WWTP) Phase 2 Project (Project). The goals of the Project are to upgrade and modernize the wastewater treatment process components, to improve reliability through system redundancy, and to improve or repair various on-site facilities necessary to treat projected inflows associated with population growth.

The SWRCB reviewed the Project loan application, and in conjunction with the City Attorney’s Office, prepared the Installment Sale Agreement (ISA), which requires City Council adoption of a closing resolution (Attachment A). Resolution No. 8675, authorizes the City Manager or his designee to execute the ISA on behalf of the City.

The ISA does not obligate the City to borrow funds, but provides a maximum of $45,000,000 in Project funding, pending the City’s approval of a construction contract. The CWSRF loan interest rate is 1.8% and the term is for thirty (30) years. The SRF loan may be used for project construction, construction contingencies, and construction management costs.

Adoption of Resolution No. 8675 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since there is no possibility that this action will result in any environmental effect.

ALTERNATIVES:

Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Priority B: Strategic Objective 1. Complete Wastewater Treatment Plant Phase 2 Project Construction.

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

Discussion:

The estimated annual debt service for the $45,000,000 SRF loan is $1,952,000 and will be paid through the Wastewater Fund (521). The repayment will obligation begins after Project completion.

Attachments

A. Resolution No. 8675 Closing Resolution

B. Redlands 8643-110 ISA

RESOLUTION NO. 8675

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING EXECUTION OF A CONSTRUCTION INSTALLMENT SALE AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD FOR THE CONSTRUCTION OF THE CITY OF REDLANDS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

WHEREAS, the City of Redlands (the "City") has the authority to construct, operate, and maintain the City's Wastewater Treatment Plant (the "WWTP"); and

WHEREAS, the City applied for a loan from the State Water Resources Control Board (the "SWRCB") under the Clean Water State Revolving Fund (the "CWSRF") Program for financial assistance for the construction of the City's Wastewater Treatment Plant Upgrades Project (the "Project"); and

WHEREAS, in connection with the CWSRF Loan, the City will enter into a Construction Installment Sale Agreement with the SWRCB; and

WHEREAS, SWRCB staff have indicated that this Resolution and the Installment Sale Agreement are necessary for the CWSRF Loan and distribution of loan proceeds to the City during the construction of the Project.

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 hereby authorizes the execution and delivery of the Installment Sale Agreement for the purpose of financing the Project and to approve certain matters in connection therewith.

Section 2. That the incurrence of the CWSRF Loan is in the principal amount of $45,000,000 with an interest rate of 1.8% for a 30-year term.

Section 3. That the Installment Sale Agreement, substantially in the form on file with the City Clerk, is hereby approved. The City Manager, or his designee, is authorized and directed to execute and deliver the Installment Sale Agreement with such changes, insertions, and omissions as may be recommended by the City Attorney and said execution being conclusive evidence of such approval.

Section 4. That the City acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code with respect to each of the CWSRF Loan are disclosed in Exhibit A hereto.

Section 5. That the City Manager, or his designee, is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper to execute the Installment Sale Agreement, and to carry out the transactions contemplated by Installment Sale Agreement and this resolution.

ADOPTED, SIGNED AND APPROVED this 6th day of May 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 6th day of May 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the CWSRF Loan as required under Section 5852.1 of the California Government Code. The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by the resolution. The amounts below are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth below.

CWSRF Loan – City of Redlands Wastewater Treatment Plant Upgrades Project

(a) The true interest cost of the Loan is estimated at 1.8%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.

(b) The finance charge of the Loan, including all fees and charges paid to third parties, is estimated at $13,531,324.42.

(c) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at $ 58,531,324.42.

April 7, 2025

City of Redlands
Attn: John Harris, Municipal Utilities and Engineering Dept Director
P.O Box 3005
Redlands, CA 92373

Agreement Number: D2401020
Project Number: C-06-8643-110

Please review, and if appropriate, electronically sign the signature page of the Agreement via Adobe Sign no later than thirty (30) calendar days from the date of this letter. Once electronically signed, the Agreement will be routed automatically to the next signer. You will automatically receive a copy of the fully executed Agreement via Adobe Sign once the final signer has signed. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

For the Funding Agreement to be executed by the State Water Board, the following items **must also be returned electronically with the signed signature pages**: The Opinion will need to be dated and signed on or after the date the agreement is signed. Counsel can file and attach the letters and submit them back to Adobe.

1. Opinion of General Counsel.
2. Closing Resolution.

Except for letterhead, date, and signature, opinions of counsel must be identical to the form of opinion attached to this submittal in order for timely execution and for the opinion cost to be reimbursable. If you have questions about the General Counsel Opinion Letter, and Closing Resolution, please contact Lida Hadi, at (916) 341-5799 or email at Lida.Hadi@waterboards.ca.gov.

Please note that all projects receiving funding must comply with all applicable implementing guidelines and regulations adopted by the California Department of Industrial Relations (DIR), regarding state prevailing wage requirements. You must contact DIR for guidance on how to comply. Information can be found at: http://www.dir.ca.gov/lcp.asp.

Davis Bacon Compliance:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/davisbacon.shtml

Disadvantaged Business Enterprise (DBE)
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf

We strive to provide superior service to our recipients and would appreciate your feedback on the application process. Please assist us in completing a 5-minute Customer Satisfaction Survey at https://www.surveymonkey.com/s/CWSRFSatisfaction so we can continue to improve on our service and

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process. Your comments are valuable to the success of the CWSRF Program. Thank you for your time and we look forward to continuing to work with you.

Ms. Lida Hadi may be contacted at (916) 341-5799 or email at Lida.Hadi@waterboards.ca.gov.

Enclosures

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CLEAN WATER

CITY OF REDLANDS

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

CONSTRUCTION

INSTALLMENT SALE AGREEMENT

CITY OF REDLANDS WASTEWATER TREATMENT PLANT UPGRADES

PROJECT NO. C-06-8643-110

AGREEMENT NO. D2401020

PROJECT FUNDING AMOUNT: $45,000,000
ESTIMATED REASONABLE PROJECT COST: $45,000,000

ELIGIBLE WORK START DATE: DECEMBER 6, 2021
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 1, 2025
COMPLETION OF CONSTRUCTION DATE: JULY 1, 2028
FINAL REIMBURSEMENT REQUEST DATE: JANUARY 1, 2029
FINAL PAYMENT DATE: JULY 1, 2058
RECORDS RETENTION END DATE: JULY 1, 2064

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AGREEMENT

1. AUTHORITY.

(a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 13475 et seq. of the Water Code, and Resolution Nos. 2019-0064 and 2024-0026.

(b) The Recipient is authorized to enter into this Installment Sale Agreement (Agreement) pursuant to Resolution No. 8275.

2. INTENTION.

(a) The Recipient desires to receive financial assistance for and undertake work required for the wastewater construction Project according to the terms and conditions set forth in this Agreement.

(b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay all of the financial assistance to the State Water Board.

(c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with Net Revenues of its wastewater enterprise, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

(d) The Recipient intends to certify and evidence its compliance with the Tax Covenants set forth in Exhibit F.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

(a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by both parties without further action on the part of the Recipient or the State Water Board.

(b) Subject to the satisfaction of all conditions precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:

i. The Recipient must deliver to the Division a resolution authorizing this Agreement.
ii. The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.

(c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date.

(d) This Agreement includes the following exhibits and attachments thereto:

i. EXHIBIT A – SCOPE OF WORK
ii. EXHIBIT B – FUNDING TERMS
iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
iv. EXHIBIT D – SPECIAL CONDITIONS
v. EXHIBIT E – PAYMENT SCHEDULE
vi. EXHIBIT F – TAX CERTIFICATE

(e) This Agreement includes the following documents incorporated by reference, as well as any documents incorporated by reference in Exhibit D:

i. the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
ii. the Waste Discharge Requirement Order No. R8-2006-0008; and any amendments thereto;
iii. the Recipient's Reimbursement Resolution No. 8600 dated June 18, 2024;
iv. the Recipient's Tax Questionnaire dated May 20, 2024; and
v. the federal Davis-Bacon requirements. By accepting this Agreement, the Recipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients | US EPA (https://www.epa.gov/grants/dbra-requirements-epa-subrecipients). The Recipient shall ensure that the following language is included in all contracts and subcontracts funded under this Agreement:

By accepting this contract, the contractor acknowledges and agrees to the terms and conditions provided in the Contract Provisions for Davis-Bacon and Related Acts | US EPA (https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts).

(For reference, see also https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/davisbacon.html.)

(f) This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

4. PARTY CONTACTS

State Water Board		City of Redlands	
Section:	Division of Financial Assistance		
Name:	Christopher Anklam, Project Manager	Name:	John Harris, Municipal Utilities and Engineering Dept Director
Address:	1001 I Street, 16th Floor	Address:	P.O Box 3005
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Redlands, CA 92373
Phone:	(916) 327-8861	Phone:	(909) 798-7658
Email:	Christopher.Anklam@waterboards.ca.gov	Email:	jharris@cityofredlands.org

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

"Code" as used in Exhibit F of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, as of any date, with respect to outstanding System Obligations and, in the case of the additional debt tests in Exhibit B of this Agreement, any System Obligations that are proposed to be

outstanding, the aggregate amount of principal and interest scheduled to become due (either at maturity or by mandatory redemption), together with any Charge In Lieu of Interest on this Obligation or other System Obligations to the State Water Board, calculated with the following assumptions:

(a) Principal payments (unless a different subdivision of this definition applies for purposes of determining principal maturities or amortization) are made in accordance with any amortization schedule published for such principal, including any minimum sinking fund payments;

(b) Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a tax-exempt obligation under federal law, is the average of the SIFMA Municipal Swap Index, or its successor index, during the 24 months preceding the date of such calculation;

(c) Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a taxable obligation under federal law, is the average of SOFR, or its successor index, during the 24 months preceding the date of such calculation;

(d) Interest on a variable rate System Obligation that is subject to a swap agreement is the fixed swap rate or cap strike rate, as appropriate, if the variable rate has been swapped to a fixed rate or capped pursuant to an interest rate cap agreement or similar agreement;

(e) Interest on a fixed rate System Obligation that is subject to a swap agreement such that all or a portion of the interest has been swapped to a variable rate shall be treated as variable rate debt under subdivisions (b) or (c) of this definition of Debt Service;

(f) Payments of principal and interest on a System Obligation are excluded from the calculation of Debt Service to the extent such payments are to be paid from amounts then currently on deposit with a trustee or other fiduciary and restricted for the defeasance of such System Obligations;

(g) If 25% or more of the principal of a System Obligation is not due until its final stated maturity, then principal and interest on that System Obligation may be projected to amortize over the lesser of 30 years or the Useful Life of the financed asset, and interest may be calculated according to subdivisions (b)-(e) of this definition of Debt Service, as appropriate.

“Deputy Director” means the Deputy Director of the Division.

“Division” means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

“Eligible Construction Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

“Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

“Enterprise Fund” means the enterprise fund of the Recipient in which Revenues are deposited.

“Event of Default” means the occurrence of any of the following events:

(a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;

(b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;

(c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.

(d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;

(e) Failure to operate the System or the Project without the Division's approval;

(f) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;

(g) The occurrence of a material breach or event of default under any System Obligation or Material Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;

(h) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;

(i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or

(j) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Payment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported with respect to such System Obligation pursuant to Rule 15c2-12(b)(5).

"Material Obligation" means an obligation of the Recipient that is material to this transaction, including System Obligations.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on System Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Parity Obligation" means a debt obligation of the Recipient on parity with this Obligation. There are no Parity Obligations.

"Payment" means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Recipient" means City of Redlands.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Resolution" means the Recipient's reimbursement resolution identified and incorporated by reference in this Agreement.

"Reserve Fund" means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including

(a) all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and

(b) all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from

i. the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf,

ii. any refundable deposits made to establish credit, and

iii. advances or contributions in aid of construction.

For the avoidance of doubt, refundable deposits and advances or contributions are not included in the definition of Revenues.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Senior Obligation" means a debt obligation of the Recipient that is senior to this Obligation. There are no Senior Obligations.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"Subordinate Obligation" means a debt obligation of the Recipient that is subordinate to this Obligation. There are no Subordinate Obligations.

"System" means all wastewater collection, pumping, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

"System Obligation" means any obligation of the Recipient payable from the Revenues, including but not limited to this Obligation, any Parity Obligation, any Subordinate Obligation, and such additional

obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Useful Life" means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

"Year" means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF REDLANDS:

By:_____
Name: John R. Harris
Title: Municipal Utilities and Engineering Department Director

Date:_____

STATE WATER RESOURCES CONTROL BOARD:

By:_____
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date:_____

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAcCHvO49wBMTiMcJoTytwNZ-Uf4mHMNsn

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement.

(b) The Useful Life of this Project is at least 30 years.

(c) Scope of Work.

The purpose of the Project is to upgrade the wastewater treatment plant and increase capacity through the membrane bioreactor (MBR) trains.

The Recipient agrees to construct the following:

- Headworks improvements
- Replace equipment for Primary Clarifiers and Primary Sludge Pump Station
- Evaluate Peak Ponds and Peak Pond Pump Station, replace MCC at Peak Pond Pump Station
- MBR upgrades, including expanding MBR capacity and convert existing conventional activated sludge aeration basins to MBR aeration basins
- Replace Recycled Water Pump No. 1
- Thickening System improvements
- Dewatering System improvements
- Replace Effluent Pump No. 3
- Digestion System improvements
- Site Civil work
- Plant-Wide Electrical System
- Plant-Wide Instrumentation and Controls and Scada System

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A.2.2 Reports

A.2.2.1 Progress Reports.

(a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.

(b) The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.

(c) A progress report must contain the following information:

i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;

ii. A description of compliance with environmental requirements;

iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and

iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.2.2.2 Project Completion Report.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

i. Description of the Project,

ii. Description of the water quality problem the Project sought to address,

iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and

iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.4 DBE Good Faith Efforts and Reports for SRF Projects.

The Recipient shall comply with the applicable Disadvantaged Business Enterprises (DBE) requirements in 40 CFR part 33 for the Project and require its contractors and subcontractors on the Project to comply. 40 CFR § 33.301 requires the use of good faith efforts to utilize DBE's whenever procuring construction, equipment, services, and supplies. If required by the Division, the Recipient must report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued.

A.2.3 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):

a. 

b. "Funding for this City of Redlands Wastewater Treatment Plant Upgrades project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

c. The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient must expeditiously initiate Project operations.

A.3 DATES & DELIVERABLES.

(a) Time is of the essence.

(b) The Recipient must expeditiously proceed with and complete construction of the Project.

(c) The following dates are established as on the Cover Page of this Agreement:

i. Eligible Work Start Date
ii. Eligible Construction Start Date
iii. Completion of Construction Date
iv. Final Reimbursement Request Date
v. Records Retention End Date
vi. Final Payment Date

(d) The Recipient must award the prime construction contract timely.

(e) The Recipient agrees to start construction no later than September 1, 2025.

(f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.

(g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final reimbursement request to the Division on or before the Final Reimbursement Request Date.

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final reimbursement request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Budget Approval Package	N/A	January 1, 2026
2.	Construction Completion Date	July 1, 2028	N/A
B.	REPORTS		
1.	Progress Reports	N/A	Quarterly
2.	Final Inspection and Certification		July 1, 2028
3.	Project Completion Report	N/A	October 1, 2028
4.	As Needed Reports	N/A	TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests	N/A	Quarterly
2.	Final Reimbursement Request	January 1, 2029	N/A

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is forty-five million dollars and no cents ($45,000,000.00).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 [Reserved.]

B. 1.5 Budget Costs.

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

ITEM	DESCRIPTION	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
A	Construction	$42,750,000	$42,750,000
B	Pre-Purchase Material / Equipment	$0	$0
C	Real Property/Easement Acquisition	$0	$0
D	Change Order Contingency	$2,250,000	$2,250,000
E	Force Account	$0	$0
F	Allowances	$0	$0
	TOTAL	$45,000,000	$45,000,000

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts. Construction of the Project may be completed in phases with written approval of the Division. If construction proceeds under separate phases, the Recipient must submit a Final Budget Approval package and receive Final Budget Approval from the Division for each phase.

Upon written request by the Recipient, the Division may adjust the line items of the budget at the time of Division's Final Budget Approval(s). Upon written request by the Recipient, the Division may also adjust the line items of the budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the budget that are due to a change in scope of work will require an Agreement amendment. The sum

of adjusted line items in the budget approved through the Final Budget Approval process must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

(b) Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.1.6 Contingent Disbursement.

(a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

(b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

(c) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient for the corresponding costs.

(d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

(f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(g) The Recipient agrees to ensure that its final reimbursement request is received by the Division no later than the Final Reimbursement Request Date. If the final reimbursement request is not received timely, the undisbursed balance of this Agreement will be deobligated.

(h) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

(a) Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed. To be eligible for reimbursement, Project Costs, including any planning and design allowance costs, must have been incurred in compliance with all applicable requirements, including the state and federal cross-cutting requirements listed in Exhibit C.

(b) The Recipient must submit a reimbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late reimbursement requests may not be honored.

(c) The Recipient may request reimbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.

(d) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of reimbursement request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.

(e) The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement request. Supporting documentation (e.g., receipts) must be submitted with each reimbursement request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed reimbursement request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.

(f) The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future disbursements.

(g) The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.

(h) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(i) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx as of the date costs are incurred by the Recipient.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

(a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
(b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System or payment of debt service on System Obligations;

(c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
(d) Any investigation by the State Water Board, District Attorney, California State Auditor, Bureau of State Audits, the USEPA Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
(e) A material adverse change in the condition of the Recipient, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
(f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
(g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project or the System;
(h) An event requiring Notice as set forth in Exhibit C;
(i) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds; Enforcement.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit; refer the matter for appropriate administrative action, including but not limited to the recovery of financial assistance provided and the imposition of civil penalties; and/or refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is forty-five million dollars and no cents ($45,000,000.00).

B.2.3 Interest Rate and In-Lieu of Interest Charges.

(a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of one and eight tenth percent (1.80%) per annum.

(b) Interest will accrue beginning with each disbursement.

(c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:

- an Administrative Service Charge
- a Small Community Grant Fund Charge

B.2.4 [Reserved.]

B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

B.2.6 Payment Timing.

(a) Beginning one year after Completion of Construction, the Recipient must submit an annual Payment of the principal of the Project Funds, together with all interest accruing thereon. The Recipient must make Payments fully amortizing the total principal of the Project by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.

(b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

(c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For

purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

(d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

(e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at www.waterboards.ca.gov/make_a_payment. The Recipient must pay Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor.

B.2.7 Pledged Revenues.

B.2.7.1 Establishment of Enterprise Fund and Reserve Fund.

In order to carry out its System Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

B.2.7.2 Pledge of Net Revenues, Enterprise Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund on parity with the Parity Obligations. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The Enterprise Fund, Net Revenues in the Enterprise Fund, and any Reserve Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

B.2.7.3 Application and Purpose of the Enterprise Fund.

Subject to the provisions of any outstanding System Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient.

B.2.8 No Prepayment.

Pursuant to State Water Board's Debt Management Policy, adopted on October 3, 2017, the Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

B.2.9 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its Enterprise Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

B.3 RATES, FEES AND CHARGES.

(a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are equal to the sum of (i) at least 120% of the Maximum Annual Debt Service with respect to all outstanding System Obligations senior to and on parity with the Obligation and (ii) at least 100% of the Maximum Annual Debt Service with respect to all outstanding System Obligations subordinate to the Obligation, so long as System Obligations other than this Obligation are outstanding. Upon defeasance of all System Obligations other than this Obligation, this ratio must be at least 120%, except where System Obligations are defeased pursuant to refunding obligations.

(b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

(c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public. The Recipient's Authorized Representative must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

B.4 ADDITIONAL DEBT.

(a) The Recipient's future debt that is secured by Revenues pledged herein may not be senior to this Obligation.

(b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:

i. No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing;

ii. Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the ratio for rate covenants set forth in this Exhibit with respect to any outstanding and proposed additional obligations; and
iii. The Recipient is in compliance with any reserve fund requirement of this Obligation.

B.5 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, System, or Revenues except as otherwise provided or permitted by this Agreement.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect, or, if resolved unfavorably to the Recipient, would materially affect, the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 System Obligations

The Recipient has no System Obligations other than those defined in this Agreement.

C.1.10 No Other Material Obligations.

The Recipient has no Material Obligations other than System Obligations.

C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
iii. pay interest at the highest legal rate on all of the foregoing; and
iv. pay any Additional Payments.

C.2.2 [Reserved.]

C.2.3 Administrative remedies.

Whenever the State Water Board determines that the Recipient, the Recipient's contractor, consultant, employee, agent, assignee, or grantee has violated any requirement or term of the Agreement, the State Water Board may impose civil penalties in accordance with Water Code, section 13497. The State Water Board may impose civil liability administratively against the Recipient or the Recipient's consultant or contractor or other agent furnishing any information related to funds disbursed or costs claimed for reimbursement if the Recipient or the Recipient's consultant or contractor or other agent fails to personally attest that the information is true, accurate, and complete the best of one's knowledge. (Wat. Code, § 13498.) The State Water Board may impose civil liability administratively against any person who makes a misrepresentation in any submittal to the State Water Board, including, but not limited to, an application, report, certification, record, invoice, form, or other document that is submitted to the State Water Board relating to a financial assistance agreement. (Wat. Code, § 13499.)

C.2.4 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.5 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.6 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the

State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.7 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.8 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

C.2.9 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.10 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, the USEPA, the USEPA's Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, reimbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient must comply with the provisions and requirements of the federal Single Audit Act (SAA) of 1984, 2 CFR part 200, subpart F, and 2 CFR section 200.302, and updates or revisions thereto, including but not limited to:

- Maintain an annual (Fiscal Year) accounting system and identify all expenditures of federal financial assistance;
- Conduct a SAA audit using an independent auditor in those Fiscal Years when expenditures of total federal financial assistance equal or exceed the applicable threshold in 2 CFR section 200.501, and submit the SAA audit to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months of the end of the audit period;
- Notify the Division when a SAA audit has been conducted and submitted to the Federal Audit Clearinghouse;
- Notify and provide the Division with a copy of the SAA audit within thirty (30) days of completion of the audit;
- Inform the Division of findings and recommendations pertaining to federal financial assistance provided through the State Water Board contained in SAA audits conducted by the Recipient;
- Initiate corrective actions for audit reports with findings and recommendations that impact federal financial assistance provided through the State Water Board and notify the Division when corrective actions are complete.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

(d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years

after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the USEPA, the USEPA's Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00.

C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

(a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;

(b) Comply with the Policy; and

(c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 [Reserved.]

C.3.15 Environmental Clearance.

(a) No work that is subject to CEQA or NEPA may proceed under this Agreement unless the State Water Board has provided environmental clearance. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information

provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 Leveraging Covenants.

(a) Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Exhibit F of this Agreement.

(b) The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5).

(c) The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient must disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

C.3.22 No Discrimination.

(a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(i) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(j) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

(a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to Christopher.Anklam@Waterboards.ca.gov, Melky.Calderon@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov of:
   i. The seizure of, or levy on, any Revenues securing this Agreement;
   ii. Any discovery of any potential tribal cultural resource, archaeological or historical resource, or human remains in the Project area (also notify the Division's Senior

Cultural Resources Officer, Lisa.Machado@waterboards.ca.gov or (916) 323-0626). Should a potential tribal cultural resource or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division. If there are any applicable provisions of a mitigation, monitoring and reporting program adopted for the Project, the Recipient shall comply with such provisions. In the event of the discovery of human remains during construction of the Project, the Recipient shall cease construction and take other action required by any applicable laws, which may include but are not limited to Health and Safety Code, section 7050.5 and Public Resources Code, section 5097.98.

(b) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov, Christopher.Anklam@Waterboards.ca.gov, Melky.Calderon@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov; and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:

i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
iii. Loss, theft, damage, or impairment to Project, the Revenues, or the System;
iv. Failure to meet any debt service coverage test in Exhibit B of this Agreement;
v. Draws on the Reserve Fund;
vi. Listed Events and Events of Default, except as otherwise set forth in this section;
vii. Failure to observe or perform any covenant or comply with any condition in this Agreement;
viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;
ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
x. Incurrence of a System Obligation or other Material Obligation by the Recipient; or
xi. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation or other Material Obligation of the Recipient, any of which reflect financial difficulties.

(c) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to Christopher.Anklam@Waterboards.ca.gov, Melky.Calderon@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the following events:

i. Material defaults on Material Obligations, other than this Obligation;
ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
iii. Substitution of credit or liquidity providers, if any or their failure to perform;
iv. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the

Recipient's continued existence, or any judgment or court order relating to such litigation that has a significant effect on the Project or the System;

v. Circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System;
vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
viii. Rating changes on outstanding System Obligations, if any;
ix. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or
x. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, USEPA's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;

(d) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to Christopher.Anklam@Waterboards.ca.gov, Melky.Calderon@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:

i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least ten (10) working days' notice to the Division;
viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, as required by Exhibit C.4.3(xxvi);
ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
x. Completion of Construction of the Project, and actual Project Completion;

xi. The award of the prime construction contract for the Project;
xii. Initiation of construction of the Project.

C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at
http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.31 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free,

nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 [Reserved.]

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following with respect to all Project Costs for the term of this Agreement:

i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

xi. The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

xii. Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

C.4.3 Federal Requirements and Cross-Cutters for SRF Funding.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions with respect to all Project Costs for the term of this Agreement and for the Useful Life of the Project:

i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase “iron and steel products” produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all “iron and steel products” used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

ii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.

iii. The Recipient must comply with the signage requirements set forth in Exhibit A.

iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

v. The Recipient shall comply with applicable USEPA general terms and conditions found at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later.

vi. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award Management, to the State Water Board.

vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy. A conflict of interest may result in disallowance of costs.

ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.

x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov and shall notify the Division when an invention report, patent report, or utilization report is filed.

xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.

xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.

xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State

Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.

xiv. The Recipient certifies to the best of its knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursements under this Agreement.

xv. The Recipient must comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
c. The Age Discrimination Act of 1975, which prohibits age discrimination.
d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
e. 40 CFR Part 7, as it relates to the foregoing.

xvi. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.

xvii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project, except as set forth in Exhibit D, that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.

xviii. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.

xix. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: sam.gov.

xx. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§ 4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.

xxi. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.

xxii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

xxiii. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.

xxiv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

xxv. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

xxvi. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at https://www.epa.gov/osa/policy-epa-scientific-integrity, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

xxvii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples.

xxviii. The Recipient certifies that no Project Funds will be used on:

a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
b. Telecommunications or video surveillance services produced by such entities;
c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

xxix. The Recipient agrees to comply with all federal environmental cross-cutters, including the following:

a. Archeological and Historic Preservation Act (16 U.S.C. § 469; 54 U.S.C. §§ 312501-312508)
b. Clean Air Act Conformity (42 U.S.C. § 7401)
c. Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
d. Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
e. Endangered Species Act (16 U.S.C. § 1531 et seq.)
f. Farmland Protection Policy Act (7 U.S.C. § 4201 et seq.)
g. Floodplain Management [Executive Order 11988 (1977), as amended by Executive Order No. 12148 (1979)]
h. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
i. National Historic Preservation Act (54 U.S.C. § 300101 et seq.)
j. Sole Source Aquifer, section 1424(e) of Safe Drinking Water Act, 42 U.S.C. 300h-3(e)
k. Wetlands Protection – Executive Order No. 11990 (1977), as amended by Executive Order no. 12608 (1997)
l. Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

EXHIBIT D – SPECIAL CONDITIONS

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:

    a. The Mitigation Monitoring and Reporting Program adopted by the City of Redlands on December 7, 2021, for the Project. The Recipient shall implement all mitigation measures therein.

2. The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval from the State Water Board.

3. The Recipient shall provide notice to the Division's Senior Cultural Resources Officer, Lisa.Machado@waterboards.ca.gov or (916) 323-0626 within 24 hours of the discovery of any potential tribal cultural resource and/or archaeological or historical resource, and shall notify the Division promptly upon the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. For additional requirements, please refer to Exhibit C of this Agreement.

Executive Order N-6-22 — Russian Sanctions.

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. Accordingly, should the State Water Board determine Recipient 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 Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

3. Direct support to the government and people of Ukraine.

EXHIBIT E – PAYMENT SCHEDULE

See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

California CWSRF Payment Schedule

Principal is paid over: **30 Years**

Interest rate: **1.80000%**

Project No. 8643-110 - Redlands, City of
Agreement: D2401020 - based on Actual + Projected Disbursements

City of Redlands Wastewater Treatment Plant Upgrades

Ref Num	Due Date	Date Received	Principal Payment	Interest Rate%	Interest Payment	Total P and I Payment	Total Payment	Ending Balance	CPI Interest
1	7/1/2029		1,201,811.52	1.800	726,150.56	1,927,962.08	1,927,962.08	43,262,015.48	0.00
2	7/1/2030		1,163,848.01	1.800	787,992.07	1,951,840.08	1,951,840.08	42,634,340.47	0.00
3	7/1/2031		1,184,421.95	1.800	767,418.13	1,951,840.08	1,951,840.08	41,449,918.52	0.00
4	7/1/2032		1,205,741.55	1.800	746,098.53	1,951,840.08	1,951,840.08	40,244,176.97	0.00
5	7/1/2033		1,227,444.89	1.800	724,395.19	1,951,840.08	1,951,840.08	39,016,732.08	0.00
6	7/1/2034		1,249,538.90	1.800	702,301.18	1,951,840.08	1,951,840.08	37,767,193.18	0.00
7	7/1/2035		1,272,030.60	1.800	679,809.48	1,951,840.08	1,951,840.08	36,495,162.58	0.00
8	7/1/2036		1,294,927.15	1.800	656,912.93	1,951,840.08	1,951,840.08	35,200,235.43	0.00
9	7/1/2037		1,318,235.84	1.800	633,604.24	1,951,840.08	1,951,840.08	33,881,999.59	0.00
10	7/1/2038		1,341,964.09	1.800	609,875.99	1,951,840.08	1,951,840.08	32,540,035.50	0.00
11	7/1/2039		1,366,119.44	1.800	585,720.64	1,951,840.08	1,951,840.08	31,173,916.06	0.00
12	7/1/2040		1,390,709.59	1.800	561,130.49	1,951,840.08	1,951,840.08	29,783,206.47	0.00
13	7/1/2041		1,415,742.36	1.800	536,097.72	1,951,840.08	1,951,840.08	28,367,464.11	0.00
14	7/1/2042		1,441,225.73	1.800	510,614.35	1,951,840.08	1,951,840.08	26,926,238.38	0.00
15	7/1/2043		1,467,167.79	1.800	484,672.29	1,951,840.08	1,951,840.08	25,459,070.59	0.00
16	7/1/2044		1,493,576.81	1.800	458,263.27	1,951,840.08	1,951,840.08	23,965,493.78	0.00
17	7/1/2045		1,520,461.19	1.800	431,378.89	1,951,840.08	1,951,840.08	22,445,032.59	0.00
18	7/1/2046		1,547,829.49	1.800	404,010.59	1,951,840.08	1,951,840.08	20,897,203.10	0.00
19	7/1/2047		1,575,690.42	1.800	376,149.66	1,951,840.08	1,951,840.08	19,321,512.68	0.00
20	7/1/2048		1,604,052.85	1.800	347,787.23	1,951,840.08	1,951,840.08	17,717,459.83	0.00
21	7/1/2049		1,632,925.80	1.800	318,914.28	1,951,840.08	1,951,840.08	16,084,534.03	0.00
22	7/1/2050		1,662,318.47	1.800	289,521.61	1,951,840.08	1,951,840.08	14,422,215.56	0.00
23	7/1/2051		1,692,240.20	1.800	259,599.88	1,951,840.08	1,951,840.08	12,729,975.36	0.00
24	7/1/2052		1,722,700.52	1.800	229,139.56	1,951,840.08	1,951,840.08	11,007,274.84	0.00
25	7/1/2053		1,753,709.13	1.800	198,130.95	1,951,840.08	1,951,840.08	9,253,565.71	0.00
26	7/1/2054		1,785,275.90	1.800	166,564.18	1,951,840.08	1,951,840.08	7,468,289.81	0.00
27	7/1/2055		1,817,410.86	1.800	134,429.22	1,951,840.08	1,951,840.08	5,650,878.95	0.00
28	7/1/2056		1,850,124.26	1.800	101,715.82	1,951,840.08	1,951,840.08	3,800,754.69	0.00
29	7/1/2057		1,883,426.50	1.800	68,413.58	1,951,840.08	1,951,840.08	1,917,328.19	0.00
30	7/1/2058		1,917,328.19	1.800	34,511.91	1,951,840.10	1,951,840.10	0.00	0.00
			45,000,000.00		**13,531,324.42**	**58,531,324.42**	**58,531,324.42**		**0.00**

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EXHIBIT F – TAX CERTIFICATE

F.1 Purpose.

The purpose of this Exhibit F is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Exhibit F sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

F.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

F.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

F.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance capital expenditures it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project in accordance with the terms of this Agreement. Such expenditures shall not have previously been financed with the proceeds of any other issue of indebtedness except for interim financing by the Recipient, the date of maturity, prepayment or redemption of which is within thirty (30) days of the date of disbursement of Project Funds under this Agreement. All Project Funds shall be allocated to expenditures by the Recipient within thirty (30) days of the date of disbursement, including (if at all) Project Funds allocated to repay interim financing of the Recipient. For purposes of this Section F.4, "interim financing" means notes, commercial paper, loans, lines of credit and other forms of short-term borrowing.

F.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section F.12 hereof, operates the Project.

F.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of the Bond Funded Portion of the Project Funds to Project Costs will proceed with due diligence.

F.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

F.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section F.20 below), (ii) Preliminary Expenditures (as defined in Section F.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

F.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

F.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section F.12 hereof, the Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts

or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

F.11 No Disproportionate or Unrelated Use.

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

F.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

F.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

F.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth in Exhibit A hereto.

F.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

F.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

F.17 No Sinking or Pledged Fund.

Except as set forth in Section F.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

F.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of debt service with respect to the Obligation (the "Reserve Amount") as set forth in Exhibit B. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

F.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference.

F.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient's adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

F.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not

adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

F.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

F.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

F.24 Amendments.

The provisions in this Exhibit may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

F.25 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Exhibit, the expectations of the Recipient as set forth in this Exhibit are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Exhibit.

F.26 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

Documents Transmitted back to Adobe by the Recipient:

Steps:

1. Once the Adobe notification has been received, the Recipient will open Adobe. The Recipient must checkmark the box to agree to the Consumer Disclosure. Click on [**Accept**]

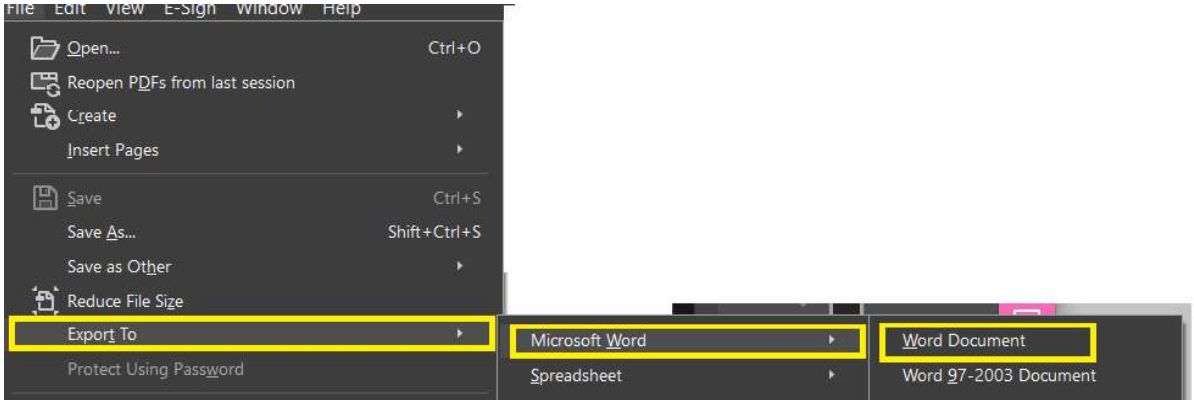


2. The Recipient will need to download the (PDF) documents by selecting the corresponding radio button. Ensure to save the documents to the desired location.





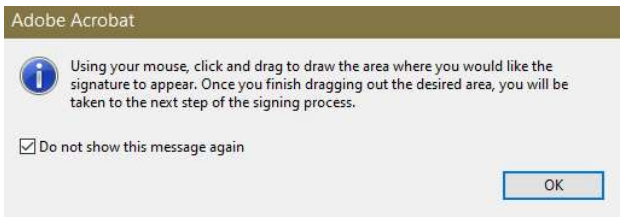
3. Once you have saved the documents to the desired location, the Recipient will proceed with generating the required closing documents. For the documents to be edited, you must save your file in Word format. Click on [**File-Export To-Microsoft Word – Word Document**]



4. Once the Recipient has completed the closing documents, the file must be saved as “Adobe PDF” for their respective digital signatures to be entered.

5. The Recipient will select [**Certificates**] from the tools field and using your mouse, click and drag to draw the area where you would like the signature to appear. A dialogue message box will display your Digital ID press [**Continue**] and click on [**Sign**]. [**Save**]





6. The Recipient will attach the signed documents to Adobe by clicking the [**Click to Attachment**] and downloading the signed document(s).



7. Once the closing document(s) have been attached, the Recipient will click on the [**Click to Sign**] button.



[CITY OF REDLANDS' LETTERHEAD]
OPINION OF GENERAL COUNSEL

_____, 2025

State Water Resources Control Board
Division of Financial Assistance
1001 I St., 16th floor
Sacramento, CA 95814 Re: [_____]

Ladies and Gentlemen:

I am City Attorney to the City of Redlands (the "City") in connection with the Project. This opinion is delivered to the State Water Resources Control Board ("State Water Board") at the request of the City. In connection therewith, I have examined the laws pertaining to the City, originals of the Installment Sale Agreement, dated _____, by and between the City of Redlands and the State Water Board ("Agreement"), the City's authorized representative Resolution No. 8275, adopted on December 7, 2021, the City's reimbursement Resolution No. 8600, adopted on June 18, 2024, and Ordinance Nos. 2964 and 2965 adopted July 2, 2024 establishing rates and charges for the System (collectively, the "City Resolutions"), documents related to each of the Material Obligations as set forth in the Agreement, and such other documents, legal opinions, instruments and records, and have made such investigation of law and fact, as I have considered necessary or appropriate for the purpose of this opinion.

The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. I have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur.

In my examination, I have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents and the accuracy of the statements and representations contained in such documents. In addition, I have assumed the authority of and due execution by each of the parties to the documents other than the Recipient.

As used in this opinion, the phrase "to the best of my knowledge based upon reasonable investigation" means knowledge as I have obtained from (i) the representations and warranties contained in each document covered by this opinion and delivered by the City, (ii) the incumbency and signature certificate of the City, and (iii) knowledge of facts or other information currently known to me in my role as City Attorney.

Based on the foregoing, I am of the opinion that:

(a) the City is a general law city duly organized and existing under the laws of the State of California and has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.

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(b) The City Resolutions have been duly adopted at meetings of the City which were called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the City Resolutions were adopted. The City Resolutions are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the rate-setting resolution been challenged or the rates become subject of a referendum or initiative or other similar process.

(c) To the best of my knowledge based upon a reasonable investigation, all proceedings required by law or under the ordinances or bylaws of the City to be taken by the City in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the City prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities laws or state blue sky or securities laws.

(d) To the best of my knowledge based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the City or any amendments thereto, (ii) the ordinances or by laws of the City, (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the City is a party or by which it or its properties are otherwise subject or bound or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order.

(e) To the best of my knowledge and based upon a reasonable investigation, the City has sufficient property rights in the Project property for the purposes contemplated in the Agreement and the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) are inapplicable to the Project because the City currently owns the Project property. The City has all property rights to access, construct, operate, and maintain the Project, which shall extend for the term of the Installment Sale Agreement.

(f) To the best of my knowledge based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before or by any court of federal, state, municipal or other governmental authority pending or threatened against or affecting the System or the assets, properties or operations of System which, if determined adversely to the City or its interests would result in any material change in the assets or financial condition of the City, the System or the financial condition thereof, and the City is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition of the City or the System.

(g) Without having undertaken any independent investigation as to the accuracy or completeness of such information and without having undertaken any review of any financial or statistical information contained therein, no facts have come to my attention which lead us to believe

that the City's authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.

(h) The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the State Water Board, constitutes legal, valid, and binding obligation of the City enforceable against the City in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

My opinion is further qualified by the following:

(a) I express no opinion with respect to the laws of any state or jurisdiction other than California and the United States regarding the enforceability of any transaction mentioned herein or the interpretation, authorization, execution, validity, enforceability or effect of any of the documents mentioned herein; provided further that I express no opinion with respect to California or federal tax and securities law.

(b) As City Attorney in this matter, I have not rendered financial advice to the City and do not represent by this opinion, or otherwise, that I reviewed or made any assessment about, nor do I express any opinion about, the financial ability of the City to pay debt service or amounts due under the Agreement.

The opinions set forth in this letter are limited only to those matters expressly set forth herein. This letter is furnished by me as City Attorney. Other than the City, no attorney-client relationship has existed or exists between me and you in connection with the Agreement or by virtue of this letter. This opinion letter speaks only as of the date set forth above. I disclaim any obligation to update this letter. This letter is delivered to you, is solely for your benefit and is not to be relied upon for any other purpose or by any other person without my written consent.

I bring to your attention the fact that my conclusions are an expression of professional judgment and are not a guarantee of a result.

Respectfully submitted,

Yvette M. Abich Garcia
City Attorney

California Environmental Quality Act (CEQA) Determination

City of Redlands (Applicant)
City of Redlands Wastewater Treatment Plant Upgrades (Project)
Project Number: C-06-8643-110

As the Deputy Director for the State Water Resources Control Board (State Water Board), Division of Financial Assistance, I have been delegated the authority to approve and execute financing agreements for projects that are routine and non-controversial. The execution of a financing agreement is an action that is subject to CEQA. The authority to make this CEQA determination necessarily accompanies the delegation to approve and execute the financing agreement for this Project.

1. The Applicant is the CEQA Lead Agency and has prepared an Initial Study/Mitigated Negative Declaration (MND) titled Redlands Wastewater Treatment Plant Upgrades, for the Project which was circulated through the Governor's Office of Planning and Research (OPR), State Clearinghouse (No. 2021100198) for review and comments. The Applicant adopted the MND and a Mitigation Monitoring and Reporting Program (MMRP) and approved the Project on December 7, 2021. The Applicant filed a Notice of Determination with the San Bernardino County Clerk on December 8, 2021, and the OPR on December 9, 2021.

2. The State Water Board is a Responsible Agency under CEQA. A Responsible Agency complies with CEQA by considering the MND and MMRP prepared by the Lead Agency and by reaching its own conclusions on whether and how to approve the Project involved. The State Water Board has independently considered the MND and MMRP, and pursuant to my delegated authority, I make the following determinations regarding the Project:

    - The Project will not result in any significant adverse water quality impacts.

    - The MND and MMRP includes mitigation measures for biological resources, cultural resources, and geology and soils which mitigate potential environmental impacts to less than significant levels for these impact categories. Changes or alterations to the Project based on these mitigation measures are within the responsibility and jurisdiction of other public agencies and are not within the jurisdiction of the State Water Board. Such changes either have been adopted by other relevant agencies or can and should be adopted by such other agencies.

A final copy of the MND, MMRP, comments and responses, and records of the financing approval for the Project are available to the general public at the State Water Board, Division of Financial Assistance at 1001 I Street, 16th Floor, Sacramento, CA 95814.

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Applicant: City of Redlands
Project No: C-06-8643-110

Joe Karkoski
Digitally signed by Joe Karkoski
Date: 2025.04.04 16:46:38 -07'00'

Joe Karkoski, Deputy Director
Division of Financial Assistance

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