CITY OF REDLANDS

CITY COUNCIL

A G E N D A

SEPTEMBER 2, 2025

MARIO SAUCEDO
Mayor

MARC SHAW
Mayor Pro Tempore

PAUL 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

Recycled Paper

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, SEPTEMBER 2, 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.)

Recycled Paper

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

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

   a. Rogers, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2126031
   b. Miller & Associates, Inc. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2203755

2. Performance Evaluations of Public Employees – Government Code §54957(b)(1)
Position: City Manager

6:00

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Paul Barich***
Pledge of Allegiance by Boy Scout Troop 44
(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. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of the Childhood Cancer Awareness Month Proclamation to Stephanie Avila, Executive Director, Childhood Cancer Foundation of So Cal (Mayor Saucedo)

3. Presentation of the California Native American Day Proclamation to Vanessa Brierty, District Director, Office of Assemblymember James C. Ramos (Mayor Saucedo)

4. Presentation of the National Preparedness Month Proclamation to Esther Martinez, Emergency Operations Specialist, Redlands Fire Department and Chief Rich Sessler (Mayor Saucedo)

5. Presentation of the Redlands Football Club Proclamation to Ryan Whiley, Redlands Football Club (Mayor Saucedo)

6. Presentation of the Hispanic Heritage Month Proclamation to Sarai Olivares, Advisor for the MEChA Club at Redlands High School (Mayor Saucedo)

7. Presentation of the Peace Officer Standards and Training (POST) Executive Certificate to Police Chief Rachel Tolber by San Bernardino County POST Regional Training Consultant Dr. Matthew O'Deane (City Manager Duggan)

Recycled Paper

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 July 15, 2025 and minutes of the special meeting of August 11, 2025 (City Clerk Donaldson)

2. Authorize issuance of a proclamation recognizing Childhood Cancer Awareness Month (Mayor Saucedo)

3. Authorize issuance of a proclamation recognizing Hispanic Heritage Month (Mayor Saucedo)

4. Authorize issuance of a proclamation recognizing National Preparedness Month (Mayor Saucedo)

5. Authorize issuance of proclamation recognizing the Redlands Football Club for their contributions to the community and athleticism (Mayor Saucedo)

6. Authorize issuance of a proclamation declaring September 26, 2025 as California Native American Day in the City of Redlands (Mayor Saucedo)

7. Authorize issuance of proclamation celebrating California's 175th Anniversary of Statehood (Mayor Saucedo)

8. Disclosure of Settlement Agreement and General Release - Julie C. Alvarado-Salcido v. City of Redlands; San Bernardino County Superior Court Case No. CIVSB 2218452 (City Attorney Garcia)

9. Approve an Agreement with the County of San Bernardino Registrar of Voters to replace the existing contract for three Secure Ballot Boxes on City property for the purpose of allowing city and county voters to safely deposit official ballots for all elections in San Bernardino County and a determination that approval of this agreement is not subject to environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (City Clerk Donaldson)

10. Adopt Resolution No. 8711 approving Commission Determination No. 66 classifying veterinary clinics with no overnight boarding as a conditionally permitted use within the Neighborhood Convenience Center (C-2) District, and a determination that the proposal is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines (City Planner Foote)

11. Adopt Resolution No. 8712 Annexation No. 28 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (City Planner Foote)

Recycled Paper

12. Adopt Resolution No. 8713 Annexation No. 30 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (City Planner Foote)

13. Approve the use of city resources and the request for in-kind support in the amount of $16,505.63 related to the Oktoberfest event hosted by the Redlands Optimist Club on October 4 and October 5, 2025; approve sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

14. Approve the use of city resources and the request for in-kind support in the amount of $45,271.82 related to the Believe Walk event hosted by the Stater Bros. Charities on October 4 and 5, 2025, approve temporary street closures related to the event and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

15. Approve the use of city resources and the request for in-kind support of $900.00 related to the Resident Expo hosted by the Redlands Visitor Center on October 11, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

16. Approve the use of city resources and the request for in-kind support in the amount of $7,234.00 related to the Downtown Redlands Artwalk event hosted by the Kid’s Cure’s Foundation on October 19, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker).

17. Approve the use of city resources and the request for in-kind support in the amount of $14,648.00 related to the Dog Jog event hosted by the Redlands Chamber of Commerce on October 26, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

18. Approve two limited-term Building Maintenance Worker (Painter) positions within the Building Maintenance Division for a term not-to-exceed 15 months (Facilities and Community Services Director Crocker)

19. Accept the Department of Homeland Security, Federal Emergency Management Agency 2024 Emergency Management Performance Grant award in the amount of $16,460, and authorize an additional appropriation for the same (Fire Chief Sessler)

20. Approve an Intergovernmental Purchase of Dell Servers from Sidepath for the amount of $81,562 (Management Services/Finance Director Garcia)

21. Grant an electric utility easement to Southern California Edison on a portion of Lot 15 of the Chicago Colony Reservation 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)

Recycled Paper

22. Authorize a Sourcewell purchase from Mobile Modular for a mobile office for use at the Wastewater Treatment Plant for an amount not-to-exceed $123,402.75 (Municipal Utilities and Engineering Director Harris)

23. Approve a Third Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project extending the completion time by twelve (12) months to October 18, 2026 (Municipal Utilities and Engineering Director Harris)

J. **Communications**

1. Discussion and possible action relating to the designation of a voting delegate and alternate(s) to the 2025 League of California Cities Annual Conference scheduled to occur October 8-10, 2025 in Long Beach (Mayor Saucedo)

2. Discussion and possible action relating to the installation of a bench with memorial plaque in front of Caprice Café in memory of Christopher "Chris" Pepino (Council Member Davis)

3. Presentation of a new video series - City of Redlands Core Values (Public Information Officer Baker)

K. **New Business**

1. Consideration of a Public Works Construction Contract with Tryco General Engineering for the 2025 CIP Sewer Pipeline Replacement Project for an amount not-to-exceed $1,494,516, approve 2025 CIP Sewer Pipeline Replacement Project plans and specifications and determination that the Project is categorically exempt from environmental review pursuant to Section 15302 of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

2. Consideration of a Public Works Construction Contract with Garcon Construction, Inc. for the 2025 Citywide Sidewalk and ADA Ramp Replacement Project for an amount not to exceed $529,406.26, approval of a $29,406.26 additional appropriation from the Sidewalk Improvement Reserve Fund, and determination that the Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

3. Consideration of a Sole Source Professional Services Agreement with Rincon Consultants, Inc., for a landfill leachate environmental site assessment at the Wastewater Treatment Plant for an amount not-to-exceed $369,750, and determination 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 Non-Professional Services Agreement with Synagro-WWT, Inc. for wastewater biosolids hauling and disposal services with an initial one-year term not to exceed $500,000 and options to extend for two additional years for a total potential amount not-to-exceed $1,500,000, and determination 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)

5. Consideration of a sole source purchase order modification with Clean Energy to increase the total compensation to an amount not-to-exceed $700,000 for upgrades, parts, and repair services for the City's LNG/CNG fuel island (Facilities and Community Services Director Crocker)

Recycled Paper

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

1. Individual Council Member Report on Activities for July and August 2025 from Mayor Pro Tem Shaw (City Clerk Donaldson)

M. **Adjournment**
The next regular meeting of the City Council will be held on September 16, 2025.

Recycled Paper

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.

Recycled Paper

City Council Meeting **G. 7.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation of the Peace Officer Standards and Training (POST) Executive Certificate to Police Chief Rachel Tolber by San Bernardino County POST Regional Training Consultant Dr. Matthew O'Deane (City Manager Duggan)

DISCUSSION:

Redlands Police Department Chief Rachel Tolber has earned her Executive Certificate from the State of California Commission on Peace Officer Standards and Training (POST). At this evening's meeting, San Bernardino County POST Regional Training Consultant Dr. Matthew O'Deane will present Chief Tolber with her certificate.

Attachments

POST Executive Certificate Requirements

Executive Certificate

The Executive Certificate is awarded, as defined in Commission Regulation 1202 to currently employed full-time peace officers of a POST-participating agency who possess or are eligible to possess an Advanced Certificate, have earned a minimum of 60 semester units at an accredited college, served for a period of at least two years as a permanent agency head with their current employing law enforcement agency, and have completed the POST Executive Development Course.

City Council Meeting **I. 1.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of July 15, 2025 and minutes of the special meeting of August 11, 2025 (City Clerk Donaldson)

MOTION:

1. I move to approve the regular meeting minutes of July 15, 2025; and

2. I move to approve the special meeting minutes of August 11, 2025.

Attachments

Regular Meeting Minutes of July 15, 2025
Special Meeting Minutes of August 11, 2025

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on July 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; Phillip Doolittle, City Treasurer; Janice McConnell, 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

None forthcoming

CLOSED SESSION

Conference with real property negotiators - Government Code §54956.8
(Municipal Utilities and Engineering Director John Harris)

Property:	APN: 0168-371-09-0000
Agency Negotiators:	Charles M. Duggan, City Manager; John Harris, Municipal Utilities and Engineering Director
Negotiating Party:	Erwin Weder; Partner, Palm Run, LLC
Under Negotiation:	Terms of payment and price of possible land purchase by City.

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

a. Miller & Associates, Inc. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2203755
b. Coyote Aviation, Inc., et al. v. City of Redlands, et al., San Bernardino County Superior Court, Case No. CIVSB2418252

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Davis followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

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

PUBLIC COMMENT

Building Project - Amanda Frye voiced her concerns regarding a construction project near her Redlands residence. She believed that the contractor was in violation of local building codes, and she urged the City to ensure that the safety and well-being of the community are protected.

CONSENT CALENDAR

Minutes

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of July 1, 2025.

Vote: 5 - 0 Passed

Adopt Ordinance No. 2984 Amending City Purchasing Regulations

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2984, amending Title 2, Chapter 2.16 of the Redlands Municipal Code relating to City Purchasing and the Disposition of Surplus Personal Property.

Vote: 5 - 0 Passed

Adopt Ordinance No. 2985 Amending Title 18 Zoning Regulations

Development Services Director Desatnik reported that Ordinance No. 2985 amending Title 18 (Zoning Regulations) was introduced at the July 1, 2025 City Council meeting and a full presentation was made at that time. The Ordinance would make various text amendments to the Zoning Regulations for the implementation of the 2021-2029 Housing Element's Work Program. As public comment, Andy Hoder said he was confused by some of the terminology used in the ordinance, and he asked for a definition of Low Barrier Navigation Centers. Director Desatnik explained that the term refers to centers that aim to reduce barriers to accessing shelter and services for the homeless population. This approach prioritizes getting individuals into housing as quickly as possible with supportive services and to help them secure permanent housing.

Amanda Frye voiced concerns with the ordinance and said it was confusing and inconsistent throughout. She claimed that if adopted, Ordinance No. 2985 would breach the CC&Rs of Hilltop Estates, and she requested the item be tabled for further legal review. Director Desatnik clarified that this ordinance was consistent with state law. City Attorney Garcia confirmed that the ordinance had undergone a full legal review, and she pointed out that any concerns related to HOAs, ADUs and CC&Rs were a civil matter.

On motion of Council Member Eddie Tejeda, seconded by Mayor Mario Saucedo, the City Council unanimously adopted, by roll call vote, Ordinance No. 2985, amending Title 18 (Zoning Regulations) of the Redlands Municipal Code to make text amendments pertaining to: Housing Definitions; Lists of Permitted and Conditionally Permitted Uses; Adopt Development Standards for Low Barrier Navigation Centers; Adopt Development Standards for Farmworker and Agricultural Worker Housing; Adopt Development Standards for Single-Room Occupancy Facilities; Add Chapter 17012 for Urban Lot Splits to Title 17 of the Redlands Municipal Code; Add Article XVI to Chapter 18.156 for Two-Unit Development Projects on Residential Parcels; and Other various text amendments to the Zoning Regulations for Implementation of the 2021-2029 Housing Element's Work Program.

Vote: 5 - 0 Passed

Adopt Ordinance No. 2986 Designate 2025 Fire Hazard Severity Zones

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2986, amending Chapter 15.20 of the Redlands Municipal Code to designate the 2025 Fire Hazard Severity Zones as developed by the California Department of Forestry and Fire Protection.

Vote: 5 - 0 Passed

Resolution No. 8706 Declaring Real Property as Surplus Land

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8706 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8706, pursuant to Government Code Section 54221 declaring that certain real property (located on the North side of Mentone Ave., South of Mill Creek Rd., East of Amethyst St., and West of Garnet St.; APN: 0168-343-01-0000) is surplus land, authorizing the City Manager, or his designee, to send notices of availability as to the surplus lands.

Vote: 5 - 0 Passed

Resolution No. 8709 Street Vacation No. 198 Wabash Avenue

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8709 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8709, approving Street Vacation No. 198, to vacate excess public right-of-way totaling approximately 6,850 square-feet in area, unimproved, and not in use for any public or roadway purposes. The subject portion of right-of-way is located on the west side of Wabash Avenue, approximately 110 feet northerly of East Sunset Drive North, and abutting Assessor's Parcel Numbers 0300-012-09-0000, 0300-012-10-0000, and 0176-481-08-0000.

Vote: 5 - 0 Passed

Resolution No. 8708 Street Vacation No. 199 Domestic Avenue

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8708 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8708 for Street Vacation No. 199, to vacate portions of excess right-of-way on Domestic Avenue totaling 8,149 square feet in area, located on the east side of Interstate 210 and approximately 2,400 feet west of Texas Street, adjacent to Assessor's Parcel Numbers 0167-932-55-0000 and 0167-06-101-0000.

Vote: 5 - 0 Passed

Resolution No. 8705 One-Year Time Extension CRA No. 918

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8705 to authorize a one-year time extension to the expiration date of Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), approximately 400 feet east of S. Center Street, in the Residential Suburban (R-S) District.

Vote: 5 - 0 Passed

Final Map for Tract No. 20520

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Final Map for Tract No. 20520 prepared and submitted by Tri Pointe Homes IE-SD, Inc. The project site is located on the east side of Texas Street and approximately 500 feet north of Domestic Avenue.

Vote: 5 - 0 Passed

In-Kind Support Redlands Chamber of Commerce Fashion Community Event

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized the expenditure of city resources, in-kind support, inclusion of commercial vendors, and temporary street closure related to this event; and authorized the temporary closure on 9th Street between Citrus and State Street from 2:00 p.m. to 9:00 p.m. during the event to be held on September 6, 2025.

Vote: 5 - 0 Passed

In-Kind Support Day for Kids Event

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized the expenditure of city resources, in-kind support, and temporary street closure related to this event; and authorized the temporary closure on Clay Street between Brockton Avenue from 6:00 a.m. to 4:00 p.m. during the event to be held on September 20, 2025.

Vote: 5 - 0 Passed

Ecology Center Agreement for Market Match Program

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Agreement with Ecology Center is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15301; approved the Agreement for Services with the Ecology Center to participate in their Market Match Program; approved an additional appropriation of $5,882.25; and approved an in-kind service grant match of $4,552.85.

Vote: 5 - 0 Passed

Property & Casualty Insurance Services Broker

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Professional Services Agreement and sole source purchase with Alliant Insurance Services, Inc. as Broker of Record for property and casualty insurance services for an amount not to exceed $66,096.

Vote: 5 - 0 Passed

Service Agreement ClearGov Inc Software Setup

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Service Order and Service Agreement with ClearGov Inc (ClearGov) for software setup and a one-year service subscription for an amount not to exceed $105,319.00, with a one-year renewal term option, bringing the total to an amount not to exceed $183,394.00. Single-source procurement is based on an extensive informal evaluation of several vendors by City staff, and because time is of the essence to procure and implement this software.

Vote: 5 - 0 Passed

Resolution No. 8702 Traffic Regulations Adjacent to Sylvan Park

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8702 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8702, to establish time-restricted parking zones and no-parking zones on public street segments adjacent to Sylvan Park.

Vote: 5 - 0 Passed

Resolution No. 8704 Five-Year Capital Project Needs Analysis

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8704 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved Resolution No. 8704 adopting the Five-Year Capital Project Needs Analysis for FY 26/27 through FY 30/31.

Vote: 5 - 0 Passed

Resolution No. 8703 FY 25/26 through FY 29/30 Five-Year Measure I CIP

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8703 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved Resolution No. 8703 to adopt the Fiscal Year 25/26 through Fiscal Year 29/30 Five-Year Measure I Capital Improvement Plan.

Vote: 5 - 0 Passed

Tow Services Agreement

This item was pulled from the agenda to allow staff time to conduct additional research. The matter will be scheduled for a future meeting.

PO Modification Law Enforcement Medical Services

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a sole source purchase order modification in the amount of $10,000 with Law Enforcement Medical Services for the remainder of fiscal year 2024-25, for phlebotomy services and sexual assault and homicide examinations. LEMS has nearly exhausted the amount due to increased services and costs. The current purchase order amount is $30,000.

Vote: 5 - 0 Passed

COMMUNICATIONS

Ad Hoc Committee Report for City Commissions, Boards & Committees

Mayor Pro Tem Shaw summarized the report put forward by the Ad Hoc Committee relating to City Commissions, Boards and Committees. Appointed to the Committee in April 2025, Mayor Pro Tem Shaw and Council Member Barich met with the Chairpersons for each Commission. The Committee's recommendations provide for consistency across the boards and commissions and include: 1) All Commissions shall use consent agendas to increase meeting efficiency; 2) All Commissions shall use a standard meeting agenda template approved by the City Attorney; 3) All Commissions shall have standard term limits of two four-year terms, with the option for a third four-year term with a four-fifths vote of the City Council, except for the Library Board of Trustees, the Measure T Oversight Committee and the Utility Advisory Commission; 4) For Commissions with Student Commissioners, modify the rule to include both high school sophomores and juniors as eligible to apply.

The Citrus Commission is currently charged with preserving city-owned groves, but it was noted the Commissioners desired to broaden the mission to include preserving privately-owned groves as well. Council Members briefly considered this but agreed the focus should remain on the City's citrus groves. The details and findings of each individual Commission are identified as part of the staff report.

As public comment, Patrick Roskam, representing the Redlands Chamber of Commerce, supported the revisions overall but was opposed to reducing the frequency of meetings to only three to four times a year. The Chamber was concerned that limiting meeting frequency could potentially stall projects, delay progress, and inhibit engagement. Mayor Pro Tem Shaw reminded everyone that each commission and board would still have the ability to call a special meeting to address any items that are time-sensitive. The Ad Hoc Committee will still need to work with staff to finalize changes to the City's Commission, Boards and Committees and prepare amendments to the Redlands Municipal Code to incorporate those

changes for consideration by the City Council at a regular meeting in September.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously directed staff, by roll call vote, to work with the Ad Hoc Committee to finalize changes to the City's Commission, Boards and Committees as recommended by the City Council and prepare amendments to the Redlands Municipal Code to incorporate those changes for consideration by the City Council at a regular meeting in September.

Vote: 5 - 0 Passed

Lead Labor Negotiator Selection

Assistant City Manager McConnell opened the discussion relating to the selection of a lead labor negotiator for the upcoming labor contract negotiations with the City's bargaining units, including the possible formation of, and appointments to, an Ad Hoc Committee of the City Council to interview and make a recommendation of a lead labor negotiator to the full Council. She provided two options for Council to consider. Option 1 would direct staff to retain Laura Kalty of Liebert Cassidy Whitmore to serve as the City's lead labor negotiator for the upcoming contract negotiations with the City's bargaining units. Option 2 provides for the formation of an Ad Hoc Committee of the City Council for the purpose of interviewing and making a recommendation to the full Council of a lead labor negotiator to represent the City in the upcoming contract negotiations with the City's bargaining units.

As public comment, Steve Rogers pushed for the Council to establish an employee code of conduct and incorporate the code within the Memorandum of Understanding for each of the bargaining units. He was opposed to using an outside firm as the lead labor negotiator and said that Human Resources Director Meteau would make the best candidate to conduct the labor negotiations. Council Members offered their perspectives regarding the two options, and agreed they were not inclined to utilize the services of Laura Kalty but instead favored forming an Ad Hoc Committee to interview and make recommendations to the full Council for a lead labor negotiator.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously approved the formation of an Ad Hoc Committee of the City Council for the purpose of interviewing and making a recommendation to the full Council of a lead labor negotiator to represent the City in the upcoming contract negotiations with the City's bargaining units; and appointed Mayor Pro Tem Shaw and Council Member Davis to the ad hoc committee.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Resolution No. 8707 Delinquent Municipal Services Account Report

Mayor Saucedo declared the meeting open as a public hearing and called on Management Services/Finance Director Garcia for a review of Resolution No. 8707 approving the Delinquent Municipal Services Account Report and the submittal of the report to the Auditor-Controller of San Bernardino County for lien processing. If these delinquent accounts are not paid by August 04, 2025, they will be included on the 2025-2026 tax roll that staff will submit to the County no later than the final deadline of August 10, 2025. Staff will accept payments on delinquent accounts up until August 4th such that any and all accounts that are brought current as a result will be excluded from the list being sent to the County for recordation. Approval of this resolution will provide for escalated procedures in an attempt to capture $14,270 in lost revenue associated with municipal services rendered. With no further comments or discussion, the Mayor closed the public hearing.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, Resolution No. 8707, approving the Delinquent Municipal Services Account Report and subsequent submittal of this report to the Auditor-Controller of San Bernardino County for recordation of a Special Assessment on the 2025-2026 tax roll against properties resulting from non-payment of certain City of Redlands municipal services accounts.

Vote: 5 - 0 Passed

NEW BUSINESS

SCE Recycled Water Supply Agreement

Municipal Utilities and Engineering Director Harris provided background on the Recycled Water Supply (RW) Agreement with Southern California Edison. Staff began negotiating terms for the RW Agreement in 2022, prior to the end of the initial Agreement term. SCE requested one-year Agreement extensions in May 2023 and May 2024 due to unanticipated staffing issues that delayed the negotiation. The RW Agreement is modeled after the original Agreement, with an initial term of twenty years and provides for the following: 1) Removes language that is no longer applicable, such as language related to construction of facilities; 2) Updates terms and language to comport with current regulations and laws; 3) Simplifies recycled water unit pricing and invoicing; 4) Includes a reasonable annual unit price escalation that more closely aligns the SCE rate with the City's standard recycled water unit price through the RW Agreement term; 5) Reduces the SCE annual "take-or-pay" volume to 1,500 acre-feet, which allows the City to expand its recycled water customer base; 6) Obligates the City to provide recycled water that meets California State Water Resources Control Board Title 22 standards.

There is no fiscal impact associated with this action and revenues generated through this agreement will offset the cost to produce recycled water for use by Southern California Edison. Mayor Saucedo thanked Director Harris and his staff for their diligence throughout the negotiation process, and he was pleased that the revenues generated will offset costs.

On motion of Council Member Paul Barich, seconded by Mayor Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of a Recycled Water Supply Agreement with Southern California Edison is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Recycled Water Supply Agreement with Southern California Edison.

Vote: 5 - 0 Passed

Landscape Maintenance Contractual Services

Facilities and Community Services Director Crocker reviewed a Non-Professional Services Agreement with BrightView Landscape Services, Inc. for landscape maintenance contractual services within City parks, medians, Community Facility Districts, Landscape Maintenance Districts, and Hillside Memorial Park Cemetery services for a 4-year term for an amount not to exceed $2,332,174.00. It was noted that staff will continue to perform routine maintenance and provide ongoing oversight. However, this one agreement will allow the City to utilize contracted services on a limited, as-needed basis, for a variety of areas, while also providing more efficiencies. These supplemental services are intended to support, not replace, the City's operations, ensuring consistent standards and enabling City staff to focus on more specialized or higher-priority tasks within City parks, medians, CFDs.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that approval of a Non-Professional Services Agreement with BrightView Landscape Services, Inc. for landscape maintenance is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines; and approved the Non-Professional Services Agreement with BrightView Landscape Services, Inc. for landscape maintenance contractual services within City parks, medians, Community Facility Districts, Landscape Maintenance Districts, and Hillside Memorial Park Cemetery services for a 4-year term for an amount not to exceed $2,332,174.00.

Vote: 5 - 0 Passed

Meritage Homes of California Agreement for Crow's Nest Building Coyazo Park

Facilities and Community Services Department Director Crocker reported on an Agreement with Meritage Homes of California, Inc. for the Crow’s Nest Building at Coyazo Park in an amount not to exceed $800,000. Meritage Homes is currently developing Coyazo Park as a public amenity within the Bergamot Specific Plan area. In accordance with the development conditions, the completed park will be dedicated to the City, enhancing recreational infrastructure and increasing parkland inventory for the community. To address longstanding scheduling conflicts and maximize youth sports programming opportunities, the City has requested the inclusion of a “Crow’s Nest” building within the park design. This facility is intended to support the operations of the Junior All-American Football (JAAF) league, which currently shares limited field space at Martinez Park with youth baseball programs.

As public comment, Steve Rogers worried about a lack of engineering oversight for the project and questioned the timing. He suggested this had the appearance of the City providing a gift of public funds by reimbursing the developer for construction of the Crow's Nest, rather than requiring the developer to pay for it as part of the original project approvals. Director Crocker clarified that the Crow's Nest was not a part of the original plan, and instead was an addition to replace a structure in Martinez Park and move JAAF to the new park. Furthermore, a dedicated facility at Coyazo Park will allow for improved field allocation, reduce inter-league conflicts, and increase the operational needs of the JAAF program. It also reflects the City's ongoing commitment to equitable access to recreational resources for all youth sports participants.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the Agreement between the City of Redlands and Meritage Homes of California, Inc. for the Crow’s Nest Building at Coyazo Park is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines; and approved the Agreement between the City of Redlands and Meritage Homes of California, Inc. in an amount not to exceed $800,000.

Vote: 5 - 0 Passed

Contract Award Redlands Animal Services Modular Kennel

Facilities and Community Services Director Crocker introduced the Public Works Construction Contract with Abboud Diamond Construction, Inc., for $527,000 for onsite improvements in preparation for the new Redlands Animal Services Modular Kennel. In July 2024, the City Council approved the procurement of the modular kennel building. Prior to the building’s delivery, essential site work must be completed, including the installation of a slab foundation, electrical and plumbing connections, and other necessary site modifications. As public comment, Steve Rogers was concerned that Director Crocker's department could not provide the appropriate engineering oversight, and he said the form of the public works construction contract itself seemed outdated and, in his opinion, did not properly protect the City.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that the project is exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act; approved the Public Works Construction Contract with Abboud Diamond Construction, Inc. for the onsite improvements in preparation for the new Redlands Animal Services modular kennel for an amount of $527,000; and approved an additional appropriation in the amount of $579,700.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Saucedo reminded everyone that the two August meetings for City Council were canceled, and he wished everyone a safe and healthy summer, with meetings to resume on September 2.

Mayor Pro Tem Shaw traveled to Kentucky to attend a graduation ceremony.

Council Member Barich had a wonderful day at the 4th of July festivities and invited everyone to come and enjoy tonight's program at the Redlands Bowl, featuring the Navy Band Southwest.

Council Member Tejeda enjoyed the 4th of July parade and events, walked an HOA property with City staff, collected donations at the Bowl, as part of the Common Vision Coalition and the Red Hat program, and he attended the recent Parks and Recreation Commission meeting.

Council Member Davis hosted the "Coffee with your Council Member" at Olive Avenue Market and attended the Esri user event in San Diego, with the hopes of developing better collaboration between the City and Esri.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:20 P.M. The next regular meeting of the City of Redlands City Council will be held on September 2, 2025.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on August 11, 2025 at 4:00 P.M.

Present:	Mario Saucedo, Mayor Marc Shaw, Mayor Pro Tempore Paul Barich, Council Member Eddie Tejeda, Council Member Denise Davis, Council Member
Staff:	Janice McConnell, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk

Mayor Saucedo called the special meeting to order at 4:00 P.M. and offered the public an opportunity to provide comment on any subject within the jurisdiction of the City Council, which is not already scheduled on this agenda.

PUBLIC COMMENT

Open Government - Steve Rogers raised questions regarding contractural services between Redlands Iron Works and the City. He said the contractor did not have the appropriate licensure and/or registrations required, and yet he had been paid for services rendered for various Public Works projects for the City. Additionally, Mr. Rogers was concerned with three separate private land development projects where, he claimed, that staff had committed real estate fraud. He thought these examples demonstrated complacency by the City Manager and the City Attorney, and he requested the Council take appropriate actions and remove both City Manager Duggan and City Attorney Garcia from their positions due to what he saw as continued abuse of authority in their duties and responsibilities to the public.

CLOSED SESSION

Performance Evaluations of Public Employees – Government Code §54957(b)(1)
Positions: City Manager and City Attorney

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 5:18 P.M.

CLOSED SESSION REPORT

City Attorney Garcia announced the City Council conducted the performance evaluations of the City Manager and the City Attorney during the Closed Session.

ADJOURNMENT

There being no further action required, the special meeting adjourned at 5:20 P.M.

City Council Meeting **I. 2.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing Childhood Cancer Awareness Month (Mayor Saucedo)

MOTION:

I move to authorize the issuance of a Proclamation recognizing Childhood Cancer Awareness Month.

Attachments

Childhood Cancer Awareness Month 2025

PROCLAMATION

Childhood Cancer Awareness Month

WHEREAS, the National Cancer Institute reports cancer is the leading cause of death by disease among United States children between infancy and age 19. This tragic disease is detected in over 15,000 of our nation's young people each and every year; and

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens suffer long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, Childhood Cancer Foundation of Southern California is a 501(c)(3) non-profit organization with the mission to provide emotional, social, educational, and emergency assistance to families who have, or have had, a child with cancer; and

WHEREAS, Childhood Cancer Foundation of Southern California currently provides services to over 900 families affected by childhood cancer in the Southern California area, primarily in San Bernardino and Riverside Counties; and

WHEREAS, Childhood Cancer Foundation of Southern California recognizes that a childhood cancer diagnosis affects the entire family, and they provide supportive services to all family members which include emergency assistance, grocery distribution, temporary housing, teen connection, parent pantry, bereavement assistance, special events, and so much more; and

WHEREAS, Childhood Cancer Foundation of Southern California knows that support needs to begin at the moment of diagnosis and remain available through every stage of treatment and beyond;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby commends the Childhood Cancer Foundation of Southern California for their efforts to assist patients and families affected by childhood cancer and their untiring efforts to support research for a cure. To support their efforts and enhance public awareness of childhood cancer, the City Council of the City of Redlands does hereby proclaim the Month of September, 2025 to be Childhood Cancer Awareness Month in the City of Redlands.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of September, 2025.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing Hispanic Heritage Month (Mayor Saucedo)

MOTION:

I move to authorize the issuance of a proclamation recognizing Hispanic Heritage Month.

Attachments

Hispanic Heritage Month 2025

PROCLAMATION

Hispanic Heritage Month

WHEREAS, in September 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic Heritage Week, which was observed during the week including September 15th and 16th. Further, National Hispanic Heritage Week was expanded in 1988 by President Ronald Reagan to become Hispanic Heritage Month, beginning on September 15th and ending on October 15th; and

WHEREAS, the Hispanic population of the United States is now 65.2 million, constituting 19.5% of the total population; and

WHEREAS, Hispanics in the United States can trace their roots to Spain, Mexico and the Spanish-speaking nations of Central America, South America and the Caribbean; and

WHEREAS, there are approximately 5 million Latino-owned businesses in the United States that contribute more than $800 billion to the economy; and

WHEREAS, more than one million Hispanics are currently serving in or are veterans of our armed forces; and

WHEREAS, more than 35% of residents of Redlands are of Hispanic origin; and

WHEREAS, starting in the early 1900's, Mexican immigrant families formed a vibrant community in downtown Redlands working in citrus ranches. They established homes, businesses, churches, and formed the core Mexican American cultural life in the city;

WHEREAS, from early land grants and the Lugonia Colony to the present, Hispanics in Redlands continue to contribute immeasurably to the growth and prosperity of the city;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the period of September 15 through October 15, 2025 as ***Hispanic Heritage Month*** in the City of Redlands and encourages all residents to support activities that develop understanding and enjoyment of Hispanic heritage, culture, art and music.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of September, 2025.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing National Preparedness Month (Mayor Saucedo)

MOTION:

I move to authorize the issuance of a Proclamation recognizing National Preparedness Month.

Attachments

National Preparedness Month 2025

PROCLAMATION

National Preparedness Month

WHEREAS, National Preparedness Month is observed each September to raise awareness about the importance of preparing for disasters and emergencies that could happen at any time; and

WHEREAS, the theme for National Preparedness Month 2025 is *"Protecting Our Future: Preparing Together"*, which emphasizes the importance of engaging the whole community—including families, youth, older adults, businesses, and organizations—in readiness efforts; and

WHEREAS, the City of Redlands Fire Department recognizes the vital role that emergency preparedness plays in protecting the lives, property, and well-being of all residents: and

WHEREAS, disasters such as wildfires, earthquakes, floods, extreme heat, and public health emergencies have the potential to disrupt our community with little or no warning, and being prepared can reduce the risk of harm and speed recovery; and

WHEREAS, taking simple steps—such as creating emergency plans, building supply kits, staying informed, and participating in community preparedness activities—can make a significant difference before, during, and after a disaster; and

WHEREAS, the City of Redlands Fire Department joins with federal, state, and local agencies, as well as private and nonprofit partners, in encouraging all individuals to take action to prepare for emergencies in their homes, workplaces, schools, and neighborhoods; and

WHEREAS, Redlands Fire Department supports a local CERT (Community Emergency Response Team) program for training volunteers in disaster response; and

WHEREAS, the Redlands Fire Department hosts community events to help raise awareness about risk and promote proactive readiness;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the month of September 2025, as NATIONAL PREPAREDNESS MONTH in the City of Redlands and encourages all residents to make a plan, build a kit, stay informed, and get involved in community preparedness efforts

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of September, 2025.

_____

Mario Saucedo, Mayor

Attest:

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Jeanne Donaldson, City Clerk

City Council Meeting **I. 5.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation recognizing the Redlands Football Club for their contributions to the community and athleticism (Mayor Saucedo)

MOTION:

I move to authorize issuance of proclamation recognizing the Redlands Football Club.

Attachments

Redlands Football Club

PROCLAMATION

Redlands Football Club

WHEREAS, The Redlands Football Club is a semi-professional American soccer team that plays in USL League Two, the top pre-professional soccer league in North America; and

WHEREAS, the club was founded in March 2022 and is owned and operated by past and present Redlands residents; and

WHEREAS, under the direction of Coach Cody Carlson, University of Redlands men's soccer assistant coach and alumnus, the team seeks out players from local NCAA institutions to create a sense of belonging and local pride between players and fans; and

WHEREAS, in their inaugural season the Redlands Football Club became the 2023 Southwest Division Champions; and

WHEREAS, home games are played at the Larry Dodge Stadium at Redlands High School, drawing in crowds of 700 or more community members on average; and

WHEREAS, the Redlands Football Club is presented and partnered with Redlands Chamber of Commerce, AYSO Region 50, Redlands Bicycle Classic, Redlands Family Service Association, Rotary Club of Redlands, and countless local businesses to mutually increase visibility in the community; and

WHEREAS, the Redlands Football Club provides summer jobs to local university students exploring careers in marketing, sports management, and journalism as well as supporting player athletic career development, with current and former players moving on to Major League Soccer and United Soccer League Championship teams, as well as transfers within Division I NCAA soccer teams;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby recognizes the Redlands Football Club for their athleticism and their contribution to the community.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of September 2025.

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Mario Saucedo, Mayor

Attest:

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Jeanne Donaldson, City Clerk

City Council Meeting **I. 6.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring September 26, 2025 as California Native American Day in the City of Redlands (Mayor Saucedo)

MOTION:

I move to authorize the issuance of a Proclamation declaring September 26th as California Native American Day in the City of Redlands.

Attachments

CA Native American Day 2025

PROCLAMATION

California Native American Day

WHEREAS, in 1998, California designated the fourth Friday of September as California Native American Day to dismantle misconceptions about California Native Americans; and

WHEREAS, California Native American Day is a day for educators of California to teach factual California Native American history in schools; and

WHEREAS, California Native American Day celebrates the distinctive culture of the Native American people indigenous to California and calls attention to their triumphs and struggles that comprise their rich history; and

WHEREAS, the cultural and governmental contributions of the Native American people of California have shaped the course of the state throughout history; and

WHEREAS, the City of Redlands celebrates with the San Manuel Band of Mission Indians as they reclaimed their ancestral name as of April 15, 2025, and are now known as Yuhaaviatam of San Manuel Nation, which means "People of the Pines"; and

WHEREAS, Yuhaaviatam of San Manuel Nation have been a tremendous community partner. Their generous contributions to nonprofits and government agencies truly make a difference in our community; and

WHEREAS, the Zanja in Redlands is a historic irrigation canal, constructed by Native American laborers under Spanish supervision in 1819. It initially served as an irrigation system for the San Bernardino Asistencia and later for ranches, orchards, and Redlands' domestic water supply; and

WHEREAS, the Zanja played a crucial role in transforming the region into a fertile area for citrus cultivation, laying the groundwork for Redlands' orange boom; and

WHEREAS, the Zanja Trail follows the course of the original irrigation channel as a historic reminder for future generations;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaims September 26, 2025, as California Native American Day in the City of Redlands and encourages its residents to learn more about the music, art and food of the Native peoples of our region.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of September 2025.

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Mario Saucedo, Mayor

Attest:

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Jeanne Donaldson, City Clerk

City Council Meeting **I. 7.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation celebrating California's 175th Anniversary of Statehood (Mayor Saucedo)

MOTION:

I move to authorize issuance of a proclamation celebrating California's 175th Anniversary of Statehood.

Attachments

Californias 175th Anniversary of Statehood

PROCLAMATION

California's 175th Anniversary of Statehood

WHEREAS, On September 9, 1850, California was admitted to the Union as a free, non-slavery state, becoming the 31st state in the Union. This day was also known as "Admission Day"; and

WHEREAS, on January 24, 1848, Gold was discovered on the American River near Sacramento which led to a large influx of people, and with it, the need for a government; and

WHEREAS, as Californians sought statehood, debate ensued in the U.S. Congress around the balance of free and slave states; and

WHEREAS, California welcomes people from all walks of life. As a state of dreamers and doers, our collective drive for a better world, combined with our innovative and collaborative spirit, has helped drive progress over the last 175 years – from human rights and labor rights to science, technology and entertainment; and

WHEREAS, Californians have demonstrated their resiliency against adversity, tragedy and natural disaster, coming together to heal and rebuild, and through that community, finding moments of peace and unity; and

WHEREAS, California is the world's fourth largest economy, the leading agricultural producer in the country and the leading state for manufacturing. It is also the top tourist destination in the United States; and

WHEREAS, California is a land of geographic diversity and natural beauty, from its mountains to its deserts to its beaches. With its vibrant culture and majestic beauty, California inspires joy in residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognizes California's 175th Anniversary of statehood and encourages all residents to learn and celebrate the rich history of the State of California.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 2nd day of September 2025.

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Mario Saucedo, Mayor

Attest:

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Jeanne Donaldson, City Clerk

City Council Meeting **I. 8.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement Agreement and General Release - Julie C. Alvarado-Salcido v. City of Redlands; San Bernardino County Superior Court Case No. CIVSB 2218452 (City Attorney Garcia)

DISCUSSION:

Attached is a copy of the "Settlement Agreement and General Release," which reflects the terms and conditions for settlement of the above-mentioned litigation as approved by the City Council and City Attorney. 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.

SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

PREPARED BY:
Mayra Shushereba, Administrative Analyst

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

Attachments

Settlement Agreement

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into between the CITY OF REDLANDS, and its past or present council members, directors, governing body, employees, agents, predecessors, attorneys, divisions, departments, representatives, insurers, successors in interest and assigns, and all persons acting by, through, under and/or in concert with any of them (collectively, the "City") and MICHAEL REISS ("Reiss") on the one hand (collectively, "Defendants"), and JULIE C. ALVARADO-SALCIDO ("Salcido" or "Plaintiff") on the other. City, Reiss, and Plaintiff are collectively referred to as the "Parties" or individually as a "Party" with reference to the following:

RECITALS

A. Plaintiff was employed by the City in the Redlands Police Department ("RPD") until November 16, 2019.

B. On August 23, 2021, Plaintiff filed a complaint with the Department of Fair Employment and Housing ("DFEH") against City alleging, among other things, that she had sustained emotional distress due to alleged harassment and discrimination by RPD and certain of its employees (hereinafter "Administrative Charges").

C. Plaintiff filed a lawsuit against the Defendants in San Bernardino County Superior Court, Case No. CIVSB2218452 (hereinafter "Lawsuit"), on similar factual bases as the Administrative Charges of August 23, 2021, seeking damages for, among other things, economic losses (past and future) and emotional distress.

D. The Parties mediated Plaintiff's claims, both known and unknown, against Defendants on June 10, 2025, before mediator T. Warren Jackson. A tentative settlement was reached at the mediation, and the agreed upon terms, among others, are contained in this Agreement.

E. The Defendants categorically deny any and all of the claims and allegations asserted by Plaintiff against the Defendants, but nevertheless wish to avoid incurring additional litigation expenses.

F. This Agreement is intended to be a full, complete and final settlement of each and every claim, cause of action, appeal, or liability, whether known or unknown, Plaintiff may have or may have had against any or all of the Defendants, prior to and up through the date Plaintiff executes this Agreement, including, but not limited to the Administrative Charges and the Lawsuit and any other claims by Plaintiff arising out of, or in any way related to Plaintiff's employment with the City.

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, it is agreed by and between the Parties as follows:

I. WAIVER AND RELEASE

A. **No Admission of Liability.** This Agreement and compliance with this Agreement shall not in any way be construed as an admission by the Defendants or Plaintiff of the truth of any allegations, or an admission of any unlawful acts or other liability whatsoever against each other or against any other person or entity. Plaintiff specifically disclaims any liability against Defendants, or against any other person or entity, on the part of herself, any related person or agents, representatives or successors in interest and assigns. This Agreement cannot be used by a Party to demonstrate any admission of liability or wrongdoing by another Party.

B. **Release of Claims.** Plaintiff hereby and forever releases and discharges Defendants, and any past and/or present parent, subsidiary and/or affiliated entities, as well as any past and/or present direct or indirect successors, officers, officials, current and former directors, current and former trustees, heirs, predecessors, assigns, agents, insurers, employees, volunteers or representatives, attorneys and representatives, of each and every party, and each of them, past and present; and Reiss ("Releasees"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims, liabilities, and demands of whatsoever kind or character, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not it has been brought before any state or federal court or before any state or federal agency or other governmental entity, including, but not limited to, all of Plaintiff's claims arising from or related or attributable in whole or in part to Plaintiff's employment relationship with the City, arising on or prior to the Effective Date of this Agreement.

Plaintiff understands and agrees that this Agreement extends to all legally waivable disputes or claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to the above-referred matters and disputes. Plaintiff understands and expressly agrees that this Agreement also extends to any other legally waivable matter, event or claim occurring on or prior to the effective date of this Agreement.

Plaintiff understands and agrees that she is waiving any rights she has, may have had, or may have, to pursue any and all remedies available to her under any employment-related or other cause of action against Releasees, including, without limitation, any claims for discrimination, harassment and/or retaliation, claims under the California Fair Employment and Housing Act (California Government Code section 12900, et seq.), the California Family Rights Act (California Government Code section 12945.2), the Unruh and George Civil Rights Acts (California Civil Code section 51, et seq.), all provisions of the California Labor Code and any wage orders or similar directives or authorities issued by any federal or state 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 Age Discrimination in Employment Act (29 U.S.C. § 621, et seq.), the Equal Pay Act (29 U.S.C. § 206(d)), the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), the Family and Medical Leave Act (29 U.S.C. § 2601, et seq.), the Employment Retirement Income Security Act of 1974 (29 U.S.C. § 1001, et seq.), Sections 1981-88 of Title 42 of the United States Code (42 U.S.C. § 1981, et seq.), the American with Disabilities Act (42 U.S.C. § 12101, et seq.), claims of retaliation or whistle-blowing (including but not limited to California Labor Code section 1102.5, et seq. and Government Code section 12653), claims for breach of any type of contract, including written, oral or implied and,

including, but not limited to the contract, breach of any covenant, promise or representation pertaining to Plaintiff's employment, whether expressed or implied, and all other claims arising in contract, tort or equity or under any other statute, whether federal, state or local up to the effective date of this Agreement (collectively referred to as "Released Claims"). This Release of Claims does not waive any claims that are otherwise not waivable by contract or settlement agreement pursuant to applicable local, state and/or federal laws.

This Agreement does not limit Plaintiff's ability to bring an administrative charge with an administrative agency, but Plaintiff expressly waives and releases any right to recover any type of personal relief from the Releasees, including monetary damages or reinstatement, in any administrative action or proceeding, whether state or federal, and whether brought by Plaintiff or on Plaintiff's behalf by an administrative agency, related in any way to the matters released herein. Furthermore, nothing in this Agreement prohibits Plaintiff 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 Civil Rights Department, the Department of Labor and/or the Department of Justice, or making other disclosures that are protected under the whistleblower provisions of law. Plaintiff does not need prior authorization of the City to make any such reports or disclosures and is not required to notify the City that she has made such reports or disclosures.

The claims and potential claims identified in this Section I.B. shall be collectively referred to herein as the "Released Claims."

C. **Civil Code Section 1542 Waiver.** Plaintiff hereby waives any and all rights that she 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.**

1. Plaintiff hereby expressly waives the provisions of California Civil Code section 1542 and further expressly waives any right to invoke said provisions now or at any time in the future.

2. Plaintiff recognizes and acknowledges that factors which have induced her to enter into this Agreement may turn out to be incorrect or to be different from what she had previously anticipated, and she hereby expressly assumes any and all of the risks thereof and further expressly assumes the risks of waiving the rights provided by California Civil Code section 1542.

D. **Age Discrimination in Employment Act Waiver and Release.** The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty or older. The Older Workers

Benefit Protection Act ("OWBPA"), 29 USC. §§ 626, et. seq. further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Plaintiff acknowledges that she is knowingly and voluntarily, for just compensation in addition to anything of value to which Plaintiff is already entitled, waiving and releasing any rights she may have under the ADEA and/or OWBPA. Plaintiff further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

1. This waiver/release is written in a manner understood by Plaintiff.

2. Plaintiff is aware of and has been advised of her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA, or similar age discrimination laws.

3. Plaintiff is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any rights she may have under the ADEA, the OWBPA, or similar age discrimination laws, but she may, in the exercise of her own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days.

4. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date this Agreement takes effect.

5. Plaintiff was advised and by this Agreement is advised in writing to that she should consult with an attorney prior to executing this Agreement. Plaintiff has had an opportunity to discuss this waiver and release with, and to be advised regarding this Agreement, by an attorney of her choice, and does not need any additional time within which to review and consider this Agreement.

6. Plaintiff has seven (7) days following her execution of this Agreement to revoke the Agreement by submitting a written revocation addressed to and received by Mark H. Meyerhoff of Liebert Cassidy Whitmore by email at mmeyerhoff@lcwlegal.com.

7. Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Agreement and knowingly and voluntarily intends to be bound by those terms.

PLAINTIFF ACKNOWLEDGES BY HER SIGNATURE TO THIS AGREEMENT THAT SHE FULLY UNDERSTANDS HER RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, AND HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT SHE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS

THAT SHE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

E. **Release of Current Rights Under the Memorandum of Understanding.** Plaintiff hereby expressly waives any and all claims and/or rights she has or may have had to rights or benefits pursuant to the Memorandum of Understanding between the City of Redlands and the Redlands Civilian Safety Employee Association (the "MOU"), covering the years 2017 through 2023, or any other MOUs between the City and the Redlands Civilian Safety Employee Association. Plaintiff also hereby expressly waives all claims now and forever that she has or may have had that are or would be pursued by the Redlands Civilian Safety Employee Association with the Public Employment Relations Board ("PERB").

F. **Effective Date.** The Effective Date of this AGREEMENT shall be the last date on which all of the following occurs: all Parties have signed this AGREEMENT and the seven-day revocation period has expired without receipt of any revocation as set forth in section I(D)(6) above ("Effective Date").

G. **Representation of No Pending Claims.** Plaintiff represents that, other than the claims described herein, she has not filed any lawsuits, complaints, appeals, claims, applications or charges against the Defendants or any related persons or against any of its or 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.

II. PAYMENT AND DISMISSAL

The parties agree that upon execution of this agreement, the parties shall perform the following acts:

Ms. Salcido represents that other than the government claim and the California Civil Rights Department claim and Right to Sue Notice that were issued prior to this litigation, as of the date that this settlement agreement is signed she does not have any other pending claims against the City.

B. Within 10 court days after all Settlement Proceeds have been received and confirmed cleared in the bank accounts designated in Paragraphs C(1) and C(2) below, Plaintiff will cause her counsel to sign and forward to the City's attorney, Mark H. Meyerhoff of Liebert Cassidy Whitmore, mmeyerhoff@lcwlegal.com, a request for dismissal of the Lawsuit **with prejudice**. Liebert Cassidy Whitmore shall then file the dismissal with the court in the Lawsuit.

C. Within 30 days after the Effective Date, Defendants shall pay to Plaintiff the total sum of one million, two hundred thousand dollars ($1,200,000) (the "Settlement Proceeds") as

compensation for all alleged economic and non-economic damages and other related costs which includes attorney's fees and costs incurred in the prosecution of Plaintiff's Lawsuit. To facilitate payment of the Settlement Proceeds, Plaintiff's counsel in the Lawsuit will provide counsel for the City executed Form W-9s and wire transfer instructions for their respective client trust accounts. The Settlement Proceeds will be paid as directed below:

1. A payment of _ one million, two hundred thousand _____ dollars ($_1,200,000_____) to be made via wire transfer to the Cristal Law Offices Client Trust Account per account information to be provided by Plaintiff's counsel Cristal Law Offices.

III. GENERAL PROVISIONS

A. **No Representation of Tax Liabilities.** No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. Defendants do not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Plaintiff agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Plaintiff agrees to indemnify and hold Defendants and all Releasees harmless from any and all tax liability, which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff agrees to indemnify and hold Defendants, their agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement.

B. **Materials Produced Pursuant to Protective Order.** The Parties and their attorneys of record agree to destroy all copies of all documents designated "Confidential" that have been produced by any party during the discovery process of the Lawsuit which are in their possession, custody or control. To the extent any Party has possession of an original of any document, device, or disc, that Party shall return it to the Party producing it. The Parties and their attorneys will also recover and destroy any and all printed copies of these documents that they distributed to third parties, and direct any such third parties to destroy any and all electronic copies of such documents. Within 60 days of the Effective Date, counsel for the parties will confirm compliance with this provision.

C. **Each Party to Bear Own Fees and Costs.** Aside from what is specifically provided for in this Agreement, each Party shall bear their own costs, expenses and attorneys' fees incurred in connection with the proceedings and/or events resulting in and/or preceding 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 all Parties to this Agreement do likewise expressly waive any claim for recovery of costs, expenses and/or attorney's fees from the opposing Party(ies). No Party shall be deemed a "prevailing party" by virtue of executing this Agreement. Nothing in this provision shall affect, alter, or modify any indemnity agreements or obligations between the City, on the one hand, and Reiss, on the other.

D. **No Prior Assignments.** Plaintiff represents that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the Defendants and/or Releasees.

E. **Enforcement.** This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of San Bernardino, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

F. **Covenant to Effectuate Agreement.** Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

G. **Covenant not to Sue.** To the extent permitted by applicable law, Plaintiff promises not to file any lawsuits in any court, or any demand for arbitration, against Defendants or any of the Releasees as it relates to any Released Claims.

H. **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. It is further understood and agreed that if, at any time, a breach of any term of this Agreement is asserted by any Party hereto, that Party shall have the right to seek specific performance of that term and/or any other necessary and proper relief, including, but not limited to, damages.

I. **No Duress or Undue Influence.** The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

J. **Consultation with Counsel.** The Parties affirm that, prior to execution of this Agreement, they have consulted with their respective legal counsel/representatives concerning the terms and conditions set forth herein, and that they understand the advice provided to them.

K. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties hereto 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. This Agreement may not be modified unless agreed to and signed by the Parties.

L. **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.

M. **Severability.** In the event that any one or more provisions of this Agreement shall be declared to be illegal, invalid, unenforceable, and/or void by a court of competent jurisdiction, such provision or portion of this Agreement shall be deemed to be severed and deleted from this Agreement, but this Agreement shall in all other respects remain unmodified and continue in force and effect.

N. **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.

O. **Confidentiality and Disclosure of Terms.** Except as disclosed to the Court herein, 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 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 6250, et seq., Civil Code section 1670.11, and Code of Civil Procedure section 1001 and Government Code section 12964.5 as expanded by SB 331, Redlands Municipal Code Chapter 2.60, or the provisions of any other law or regulation requiring disclosure of information by public entities. This provision only applies to the terms of the settlement agreement.

P. **Non-Disparagement.** Plaintiff agrees not to disparage the City or Reiss. Reiss agrees not to disparage Plaintiff or City. "Disparage" as used herein shall mean any communication, oral or written, of false information or the communication of information with reckless disregard to its truth, or falsity. This Agreement and this provision shall not limit, and is not intended to limit, in any way Plaintiff's rights pursuant to C.C.P. § 1001 et seq.

Q. **Neutral References.** The City shall not have any obligations whatsoever with regard to responding to inquiries regarding Plaintiff's employment or assignment history, except that consistent with City's policies and practices, in the event any inquiries are made of the City regarding Plaintiff's employment, the City shall provide only a verification of employment, dates of employment, and title of position(s) held by Plaintiff.

R. **Execution of Counterparts.** 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 evidence of the Agreement having been executed.

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

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

JULIE C. ALVARADO-SALCIDO

Dated: 25-Jul-2025

Julie C Alvarado-Salcido (Jul 25, 2025 15:37:38 PDT)

MICHAEL REISS

Dated: _____

_____

CITY OF REDLANDS

Dated: August 4, 2025

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

Dated: AUGUST 4, 2025

ATTEST: Jeanne Donaldson
Jeanne Donaldson, City Clerk

JULIE C. ALVARADO-SALCIDO

Dated: 25-Jul-2025

MICHAEL REISS

Dated: 08-08-2025

CITY OF REDLANDS

Dated: _____ By: _____

Charles M. Duggan, Jr. City Manager

12945121.3 RE035-048

Final Audit Report 2025-07-25

Created:	2025-07-25
By:	Cristal L Cabrera Law Office (ccabrera@cristallawoffices.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOpyPUfroqALuAF6gNQ2wt8ddY5sm4R4o

"." History

Document created by Cristal L Cabrera Law Office (ccabrera@cristallawoffices.com)
2025-07-25 - 10:34:28 PM GMT- IP address: 104.37.234.90

Document emailed to Julie C. Alvarado-Salcido (jeweluvs3@yahoo.com) for signature
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2025-07-25 - 10:34:44 PM GMT- IP address: 69.147.90.10

Document e-signed by Julie C. Alvarado-Salcido (jeweluvs3@yahoo.com)
Signature Date: 2025-07-25 - 10:37:38 PM GMT - Time Source: server- IP address: 172.58.116.148

Agreement completed.
2025-07-25 - 10:37:38 PM GMT

City Council Meeting **I. 9.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Agreement with the County of San Bernardino Registrar of Voters to replace the existing contract for three Secure Ballot Boxes on City property for the purpose of allowing city and county voters to safely deposit official ballots for all elections in San Bernardino County and a determination that approval of this agreement is not subject to environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (City Clerk Donaldson)

MOTION(S):

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

I move that the City Council determine approval of an Installation and Maintenance Agreement with the County of San Bernardino Registrar of Voters for three Secure Ballot Boxes on City property is not subject to environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and

I move that the City Council approve the Agreement with the County of San Bernardino Registrar of Voters for the three Secure Ballot Boxes on City property for all elections in San Bernardino County, with an expiration date of June 17, 2035.

RECOMMENDATION:

It is recommended the City Council consider approval of a Ballot Box Installation and Maintenance Agreement between the City of Redlands and the County of San Bernardino Registrar of Voters for three Secure Ballot Boxes on city property for the purpose of allowing city and county voters to safely deposit official ballots, 24/7, for all elections in San Bernardino County. This Agreement replaces the original Ballot Box Agreement set to expire on September 8,

2025. The ballot boxes are currently installed at City Hall, City Corporate Yard and the Community Center.

DISCUSSION:

On September 1, 2020, and in response to COVID-19, the City Council approved an agreement with the County of San Bernardino Registrar of Voters for the City to install and maintain Secure Ballot Boxes on city property for the purpose of allowing city and county voters the ability to safely deposit official ballots, 24/7, for all elections in San Bernardino County. In readiness for the November 3, 2020, General Election, three Ballot Drop Boxes were installed at City Hall, City Corporate Yard and the Community Center, as shown on the attached location map. The County reimbursed the City $2,000 per ballot box for the installation work performed and for the cost to remove the boxes in the future.

This Agreement with the County replaces the existing ballot box contract, and provides for a new term ending June 17, 2035. The County agrees to make the Ballot Boxes operational on the first day of early voting and securely lock the boxes promptly at 8:00 p.m. on the day of the election to prevent late ballots from being deposited. The Agreement identifies certain other duties and responsibilities the City must meet, including maintenance, monitoring and reporting. The Ballot Boxes measure 32" x 32" x 56" high and are installed at City Hall, City Corporate Yard and the Community Center. The agreed-upon locations represent geographically diverse placements throughout the City for the convenience of voters.

General Elections shall be held in a manner that is accessible, secure and safe while empowering registered voters with alternative methods to exercise their voting rights, including vote-by-mail, in-person voting and enhanced opportunities for voters to drop their ballots in secure ballot boxes. This Agreement advances the City's partnership with the County of San Bernardino Registrar of Voters to make all elections accessible, secure and fair.

ALTERNATIVES:

The existing agreement is set to expire on September 8, 2025.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

There is no impact on the General Fund. City personnel installed the three ballot drop-off boxes in 2020 and the County reimbursed the City in the amount of $6,000. The reimbursement included the installation and the cost to remove the box in the future, with the maximum reimbursement amount set at $2,000 per dropbox.

Attachments

Agreement with County Registrar of Voters for Ballot Box Install Maintenance
2020 Agreement County Registrar of Voters for Ballot Box Install_Maintenance
Ballot Box Location Map
Ballot Box Installation Instructions

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number
25-ROV-14

SAP Number

Registrar of Voters

Department Contract Representative	Joani Finwall
Telephone Number	909-387-2100
Contractor	City of Redlands
Contractor Representative	
Telephone Number	909-798-7532
Contract Term	Upon full execution through June 17, 2035
Original Contract Amount	$6,000
Amendment Amount	
Total Contract Amount	$6,000
Cost Center	6800001000
Grant Number (if applicable)	

TEMPLATE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF SECURE BALLOT DROP BOXES – PROPERTY OWNER INSTALLS/COUNTY LOCKS

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, San Bernardino County (County) desires to place a secure ballot drop box on City of Redlands (Contractor's) property located at Redlands City Hall 35 Cajon Street, Redlands, CA, 92373; Redlands City Corporate Yard 1270 West Park Avenue, Redlands, CA, 92373; and Redlands Community Center 111 West Lugonia Avenue, Redlands, CA 92374 for the purpose of allowing city and county voters to deposit official ballots, 24/7, for all elections in San Bernardino County; and

WHEREAS, the County finds Contractor qualified to provide a location for a secure ballot drop box on its property; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Election – A single election event administered by the County including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacement elections. Any follow-on event shall be considered an Election in and of itself.

A.2 Registrar of Voters (ROV) – The San Bernardino County Registrar of Voters is responsible for all aspects of the election process for the County's residents. The Registrar of Voters administers all local, state and federal elections in the County of San Bernardino, including the management of voting systems, the employment and training of poll workers, election ballot processing, and vote tallying.

A.3 Vote by mail ballot drop box (ballot box) – A secure receptable established by a county or city and county elections official whereby a voted vote by mail ballot may be returned to the elections official from whom it was obtained. (California Elections Code 3025)

A.4 Vote by mail ballot drop-off location – A location consisting of a secured vote by mail drop box at which a voted vote by mail ballot may be returned to the elections official from whom it was obtained. (California Elections Code 3025)

B. CONTRACTOR RESPONSIBILITIES

B.1. To install the ballot box in a location on the Contractor's property agreed upon by the Contractor and the County. Installation instructions for the ballot box are attached hereto as Attachment "1."

B.2. To allow access to the box by voters during any scheduled Countywide consolidated election and during any other election in which voters within the Contractor's jurisdiction are eligible to vote.

B.3. To maintain the area adjacent to the box by keeping the area in good condition and conduct regular inspections at least once a day during business hours during voting periods and routine maintenance of the area to ensure the public has access to the box.

B.4. To report any damage, tampering or defacement of the box to the County.

B.5. To monitor the status of the box during an election and report any issues to the County.

B.6. To remove and secure mail ballots from the box on an emergency basis only upon direction by County.

B.7. Contractor is receiving the ballot box from County and Contractor is not responsible or liable in any way what-so-ever for the adequacy of the box for its intended purpose or for acts of third parties that may damage to the box, tamper with or spoil of its contents, or any other criminal act of a third party related to the box or its contents.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right

of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Registrar of Voters* of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals nor subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with the above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial

data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a sixty (60) day written notice of termination in non-election years, or if in an election year, one hundred and twenty (120) days prior to an election. Such termination may include all or part of the services described herein. If Contractor desires to terminate the Contract they shall give

the County ample notice and access to remove the drop box. County shall have sixty (60) days from the date Contractor terminates the contract to remove the drop box and restore the property to its original condition. Should County fail to remove the drop box within sixty (60) days, Contractor may remove the box and charge the cost to County. County shall have sixty (60) days from the mailing of the cost notice to reimburse Contractor for the cost of removing the drop box. If Contractor removes the drop box due to County's failure to remove the box, Contractor shall not be responsible for any damages to the drop box notwithstanding any other provision in this Contract.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Reserved

C.45 Reserved

C.46 Reserved

C.47 Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work…" If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

C.48 Reserved

C. 49 Reserved

C.50 Reserved

C.51 Reserved

D. TERM OF CONTRACT

This Contract is effective upon full execution and expires June 17, 2035, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional five-year period under the same terms and conditions of the original Contract by mutual agreement of the parties.

E. COUNTY RESPONSIBILITIES

E.1. To provide the ballot box at County expense and reimburse Contractor for the cost to install and remove the ballot box**.** Reimbursement shall not exceed $6,000.

E.2. To timely notify the Contractor of any elections to be conducted where the box will need to be available.

E.3. To service the box by removing the ballots as required by County and State requirements during an election period.

E.4. To maintain, repair or replace the box as needed.

E.5. To promptly respond to any reported problems or incidents related to the box.

E.6. To unlock the box at the start of regular Contractor business hours twenty-nine (29) days before the day of an election to allow voters to return their voted mail ballots by depositing the ballots into the box.

E.7. To securely lock the box promptly at 8:00 p.m. on the day of an election to prevent late ballots from being deposited.

E.8. To install and maintain wireless cameras in a County-identified area at each Registrar of Voters' drop-box location across the county. The specifications of the wireless camera shall be at the discretion of the County. Maintenance is defined as ensuring operability of the camera. Removal and/or reinstallation of the camera shall be at the County's discretion. To maintain the area adjacent to the box by keeping the area in good condition and conduct regular inspections at least once a day during business hours during voting periods and performing routine maintenance of the area to ensure the camera has line of sight to the ballot drop box.

F. FISCAL PROVISIONS

F.1 The maximum amount of reimbursement under this Contract shall not exceed $6,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Contractor shall submit an invoice (in a format acceptable to County) to County within 30 days of the completion of the installation of the ballot box. The County shall make a payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Reimbursement for the cost to install the ballot box shall be the only payment from County to Contractor under this Contract.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1. Indemnification

Contractor agrees to indemnify, defend (with counsel approved by County) and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the Contractor's negligent acts or omissions which arise from the Contractor's performance of its obligations under this Contract.

County agrees to indemnify, defend (with counsel approved by Contractor), and hold harmless the Contractor and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this Contract.

In the event the County and/or the Contractor is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Contract, the County and/or Contractor shall indemnify the other to the extent of its comparative fault. Furthermore, if the County or Contractor attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County and Contractor agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

This section 4 survives the termination or expiration of this Contract.

G.2. Self-Insurance

If both County and Contractor are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement, then that shall suffice for coverage and meet the insurance requirements for this Contract.

G.3. Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.4. Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.5. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.6. Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.7. Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.8. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

G.9. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

G.10. Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.11. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.12. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.12.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.12.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

G.12.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.12.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H. RESERVED

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available by law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
c. Withhold funds pending duration of the breach; and/or
d. Offset against any monies billed by Contractor but unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Registrar of Voters
777 E. Rialto Avenue
San Bernardino, CA 92415

City of Redlands
City Clerk
35 Cajon Street
Mailing: PO Box 3005
Redlands, CA 92373

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► _____

Dated: _____

City of Redlands
(Print or type name of corporation, company, contractor, etc.)

BY ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 35 Cajon Street
Redlands, CA 92373

ATTEST:

_____
Jeanne Donaldson, City Clerk

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Suzanne Bryant for Jolena Grider, Deputy County Counsel	►	►
Date 6/12/2025	Date	Date

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. **Determination of Prevailing Rates**:
   Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.
2. **Payment of Prevailing Rates**
   Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.
3. **Prevailing Rate Penalty**
   The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
4. **Ineligible Contractors**:
   Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.
5. **Payroll Records:**
   a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
      i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
      ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
      iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

iii. This project is subject to compliance monitoring and enforcement by the DIR.

iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.

1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
3) The certified payroll records must be in a format prescribed by the Labor Commissioner.

vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is $25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is $15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars ($400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
(1) The subcontractor is registered prior to the bid opening.
(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).
(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnity or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars ($10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

a. Submit Contract Award Information (DAS-140):

i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice.*

iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days 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 on the public work.

iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.

v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

b. Employ Registered Apprentices
   i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
   ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
   iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
   iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
   v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
   vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. Make Training Fund Contributions
   i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
   ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
   iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
   iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
   v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
   i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
   ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
   iii. When the Contractor has a direct contract with the Public Agency that is under $30,000.
   iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
   v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Rations:

a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
   i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
   ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

M910 BALLOT DROP INSTALLATION INSTRUCTIONS

01 Carefully unpack your M910 Ballot Drop. Please inspect your shipment at the time of delivery. Customers are responsible if damaged merchandise is signed for at the time of delivery.

02 Place your M910 Ballot Drop in the area that you want it to be of service to the community. Mark the 4 holes at the bottom of the cabinet and move the cabinet out of the way.

03 

Drill a 1/2 inch hole at 4 inches deep for all 4 marks.

Move the cabinet back to align with the holes.

04 

Tap in all 4 included stainless steel wedge anchors.

05 

Secure each anchor with a wrench.

M910 BALLOT DROP STAINLESS STEEL CARE INSTRUCTIONS

Clean monthly with an oil based stainless steel cleaner.

Polish for a long lasting shine.

Use a powder graphite or lock lubricant to help the lock work smoothly.

Questions about the M910 Ballot Drop?
Contact American Security Cabinets at
866.268.4955 or sales@ascabr.com
www.ballotdrops.com

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

SAP Number

REGISTRAR OF VOTERS

Department Contract Representative	Bob Page
Telephone Number	909-387-8300
Contractor	City of Redlands
Contractor Representative	Jeanne Donaldson
Telephone Number	909-798-7532
Contract Term	5 years
Original Contract Amount	$6,000
Amendment Amount	
Total Contract Amount	$6,000
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to place a secure ballot drop box on City of Redlands (Contractor's) property located at Redlands City Hall (35 Cajon Street, Redlands); Redlands City Corporate Yard (1270 W Park Avenue, Redlands); and Redlands Community Center (111 W Lugonia Avenue, Redlands) for the purpose of allowing city and county voters to deposit official ballots, 24/7, for all elections in San Bernardino County; and

WHEREAS, the County finds Contractor qualified to provide a location for a secure ballot drop box on its property; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. CONTRACTOR RESPONSIBILITIES

A.1 To install the ballot box in a location on the Contractor's property agreed upon by the Contractor and the County. Installation instructions for the ballot box are attached hereto as Attachment "1."

A.2 To allow access to the box by voters during any scheduled Countywide consolidated election and during any other election in which voters within the Contractor's jurisdiction are eligible to vote.

A.3 To maintain the area adjacent to the box by keeping the area in good condition and conduct regular inspections at least once a day during business hours during voting periods and routine maintenance of the area to ensure the public has access to the box.

A.4 To report any damage, tampering or defacement of the box to the County.

A.5 To monitor the status of the box during an election and report any issues to the County.

A.6 To remove and secure mail ballots from the box on an emergency basis only upon direction by County.

A.7 Contractor is receiving the ballot box from County and Contractor is not responsible or liable in any way what-so-ever for the adequacy of the box for its intended purpose or for acts of third parties that may damage to the box, tamper with or spoil of its contents, or any other criminal act of a third party related to the box or its contents.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

B.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

B.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

B.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

B.8 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor

shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

B.9 County Representative

The Registrar of Voters or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

B.10 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to the box caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

B.11 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

B.11.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

B.11.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

B.11.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B.12 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

B.13 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B.14 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.15 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.16 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

B.17 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

B.18 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.20 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

B.21 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.22 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the

other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

B.23 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a sixty (60) day written notice of termination. Such termination may include all or part of the services described herein. If Contractor desires to terminate the Contract, they shall give the County ample notice and access to remove the drop box. County shall have sixty (60) days from the date Contractor terminates the contract to remove the drop box and restore the property to its original condition. Should County fail to remove the drop box within sixty (60) days, Contractor may remove the box and charge the cost to County. County shall have sixty (60) days from the mailing of the cost notice to reimburse Contractor for the cost of removing the drop box. If Contractor removes the drop box due to County's failure to remove the box, Contractor shall not be responsible for any damages to the drop box notwithstanding any other provision in this Contract.

B.24 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

B.25 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

B.26 Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

C. TERM OF CONTRACT

This Contract is effective as of September 8, 2020 and expires September 8, 2025 but may be terminated earlier in accordance with provisions of this Contract.

D. COUNTY RESPONSIBILITIES

D.1 To provide the ballot box at County expense and reimburse Contractor for the cost to install and remove the ballot box. Reimbursement shall not exceed $6,000.

D.2 To timely notify the Contractor of any elections to be conducted where the box will need to be available.

D.3 To service the box by removing the ballots as required by County and State requirements during an election period.

D.4 To maintain, repair or replace the box as needed.

D.5 To promptly respond to any reported problems or incidents related to the box.

D.6 To unlock the box at the start of regular Contractor business hours twenty-nine (29) days before the day of an election to allow voters to return their voted mail ballots by depositing the ballots into the box.

D.7 To securely lock the box promptly at 8:00 p.m. on the day of an election to prevent late ballots from being deposited.

E. FISCAL PROVISIONS

E.1 The maximum amount of reimbursement under this Contract shall not exceed $6,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

E.2 Contractor shall submit an invoice (in a format acceptable to County) to County within 30 days of the completion of the installation of the ballot box. The County shall make a payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Reimbursement for the cost to install the ballot box shall be the only payment from County to Contractor under this Contract.

E.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

E.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification

a. Contractor agrees to indemnify, defend (with counsel approved by County) and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the Contractor's negligent acts or omissions which arise from the Contractor's performance of its obligations under this Contract.

County agrees to indemnify, defend (with counsel approved by Contractor), and hold harmless the Contractor and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this Contract.

In the event the County and/or the Contractor is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Contract, the County and/or Contractor shall indemnify the other to the extent of its comparative fault. Furthermore, if the County or Contractor attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County and Contractor agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

b. This section 4 survives the termination or expiration of this Contract.

F.2 Self-Insurance

If both County and Contractor are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement, then that shall suffice for coverage and meet the insurance requirements for this Contract.

F.3 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

F.4 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

F.5 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F.6 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F.7 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional

endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. If Contractor is self-insured or a member of a JPIA, evidence of such coverage shall be furnished to County within fifteen (15) days of the commencement of this contract.

F.8 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". Self-insurance or membership in a JPIA shall suffice for coverage.

F.9 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

F.10 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

F.11 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

F.12 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

F.12.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

F.12.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

F.12.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

F.12.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G. CORRECTION OF PERFORMANCE DEFICIENCIES

G.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

G.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter two (2) calendar days within which to cure the breach; and/or
b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
c. Withhold funds pending duration of the breach; and/or
d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

H. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Registrar of Voters
777 E. Rialto Ave.
San Bernardino, CA 92415

City of Redlands
City Clerk
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

I. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

/
/
/
/
/
/

COUNTY OF SAN BERNARDINO

▶ _____

Dated: _____

CITY OF REDLANDS
(Print or type name of corporation, company, contractor, etc.)

By ▶ _____
(Authorized signature - sign in blue ink)

Name Paul W. Foster
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: 9/1/20

Address 35 Cajon Street
Redlands, CA 92373

ATTEST:

Jeanne Donaldson, City Clerk

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____	▶ _____	▶ _____
Jolena Grider, Deputy County Counsel		Bob Page, Registrar of Voters
Date 8/21/20	Date _____	Date 8/21/2020

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. **Determination of Prevailing Rates:**
   Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.
2. **Payment of Prevailing Rates**
   Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.
3. **Prevailing Rate Penalty**
   The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
4. **Ineligible Contractors:**
   Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.
5. **Payroll Records:**
   a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
      i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
      ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
      iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. **Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. **Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. **Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

iii. This project is subject to compliance monitoring and enforcement by the DIR.

iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.

1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
3) The certified payroll records must be in a format prescribed by the Labor Commissioner.

vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is $25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is $15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars ($400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
(1) The subcontractor is registered prior to the bid opening.
(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).
(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnity or otherwise be liable for any penalties pursuant to paragraph (1).
(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.
(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.
(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:
(A) Manual delivery of the order to the contractor or subcontractor personally.
(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:
(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.
(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.
(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.
(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.
(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars ($10,000), or both.
(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.
(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

a. Submit Contract Award Information (DAS-140):

i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice.*

iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days 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 on the public work.

iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.

v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

b. Employ Registered Apprentices
   i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
   ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
   iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
   iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
   v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
   vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. Make Training Fund Contributions
   i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
   ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
   iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
   iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
   v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
   i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
   ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
   iii. When the Contractor has a direct contract with the Public Agency that is under $30,000.
   iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
   v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Rations:

a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
   i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
   ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

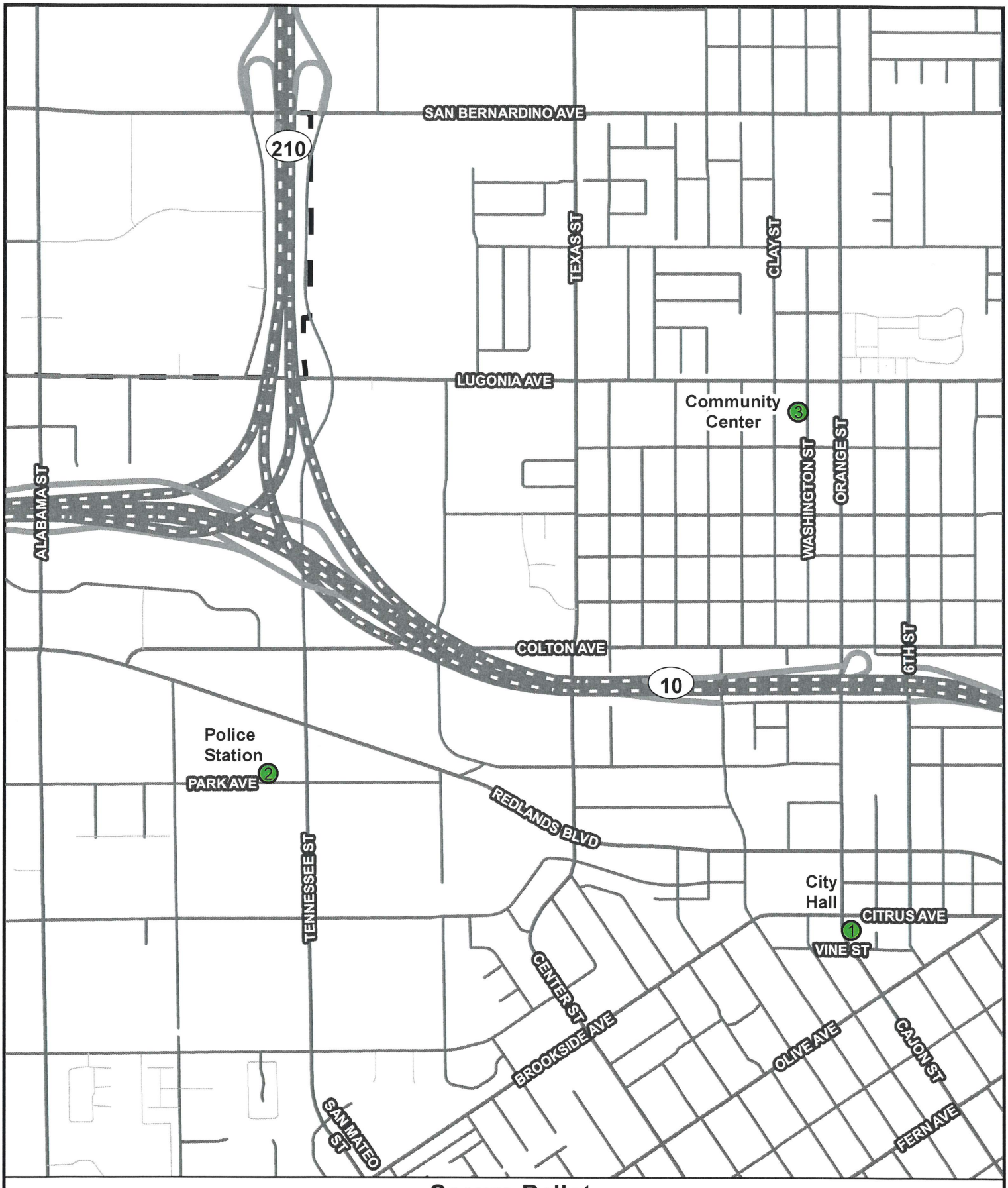
iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.



Secure Ballot Box Locations

1. 35 Cajon St - Redlands City Hall
2. 1270 W Park Ave - Redlands Police Department
3. 111 W Lugonia Ave - Redlands Community Center

Feet

0 1,000 2,000

wo1719SecureBallotBoxLocations August 19, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 100 Pine Street, 11th floor San Francisco CA 94111	CONTACT NAME: Andrea Ferry PHONE (A/C, No, Ext): 415-403-1456 FAX (A/C, No): 415-874-4811 E-MAIL ADDRESS: aferry@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corpo — 15105
INSURED City of Redlands 35 Cajon Street Redlands CA 92373	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1866978240 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Excess Workers Compensation and Employer Liability			SP4063353	7/1/2020	7/1/2021	Employers Liability Max limit of Liab. Per Occ & Agg	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage is provide to County of San Bernardino to place a secure ballot drop box on City of Redlands (Contractor's) property located at Redlands City Hall (35 Cajon Street, Redlands); Redlands City Corporate Yard (1270 W Park Avenue, Redlands); and Redlands Community Center (111 W Lugonia Avenue, Redlands) for allowing City and County voters to deposit official ballots, 24/7, for all elections in San Bernardino County.

Blanket Waiver of Subrogation will follow.

The term of agreement shall begin on September 8, 2020 and shall end on September 8, 2025.

Subject to policy terms, conditions and exclusions.

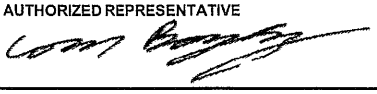
CERTIFICATE HOLDER

County of San Bernardino
Registrar of Voters
777 E. Rialto Ave.
San Bernardino CA 92415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CERTIFICATE NO. ISSUE DATE

GL1-7589 AI	**CERTIFICATE OF COVERAGE**	08/31/2020

Public Risk Innovation, Solutions and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
CITY OF REDLANDS
ATTN: TOMMI NG
PO BOX 3005
REDLANDS, CA 92373

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability [X] General Liability Aggregate [X] Auto Liability	PRISM PE 20 EL-112	07/01/2020	07/01/2021	$1,000,000 $2,000,000 $1,000,000 Limits inclusive of the Member's Self-Insured Retention of $500,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN CITY OF REDLANDS AND SAN BERNARDINO COUNTY REGISTRAR OF VOTERS FOR PLACEMENT OF SECURE BALLOT DROP BOX ON CITY PROPERTY LOCATED AT REDLANDS CITY HALL, 35 CAJON STREET, REDLANDS; REDLANDS CITY CORPORATE YARD, 1270 W PARK AVE, REDLANDS; AND REDLANDS COMMUNITY CENTER, 111 W LUGONIA AVE, REDLANDS.

SAN BERNARDINO COUNTY REGISTRAR OF VOTERS, ITS OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9. THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST THE ADDITIONAL COVERED PARTY(IES) PURSUANT TO ENDORSEMENT NUMBER U-8.

Certificate Holder

COUNTY OF SAN BERNARDINO
REGISTRAR OF VOTERS
777 E RIALTO AVE
SAN BERNANDINO, CA 92415

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____ **Memorandum No.: PRISM 20 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2020**

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-8

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT
GENERAL LIABILITY 1

AMENDATORY ENDORSEMENT - WAIVER OF SUBROGATION

It is understood and agreed that Condition 8. SUBROGATION, of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

8. SUBROGATION

PRISM shall be subrogated to the extent of any payment hereunder to all the **covered party's** rights of recovery therefore; and the covered party shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the **covered party's**) having paid an amount in excess of the self-insured retention, plus the limit of liability, hereunder shall be reimbursed first to the extent of actual payment. PRISM shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the covered party. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by PRISM, it shall bear the expenses thereof.

Notwithstanding the above, PRISM waives its rights of subrogation against any person or organization with whom the **covered party** has entered into a written agreement that includes a waiver of subrogation, but only if the agreement is in effect before the injury, damage or liability occurs.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: **Memorandum No.:** PRISM 20 EL-00

Issued To: ALL MEMBERS

Issue Date: June 28, 2019

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-9

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT
GENERAL LIABILITY 1

AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

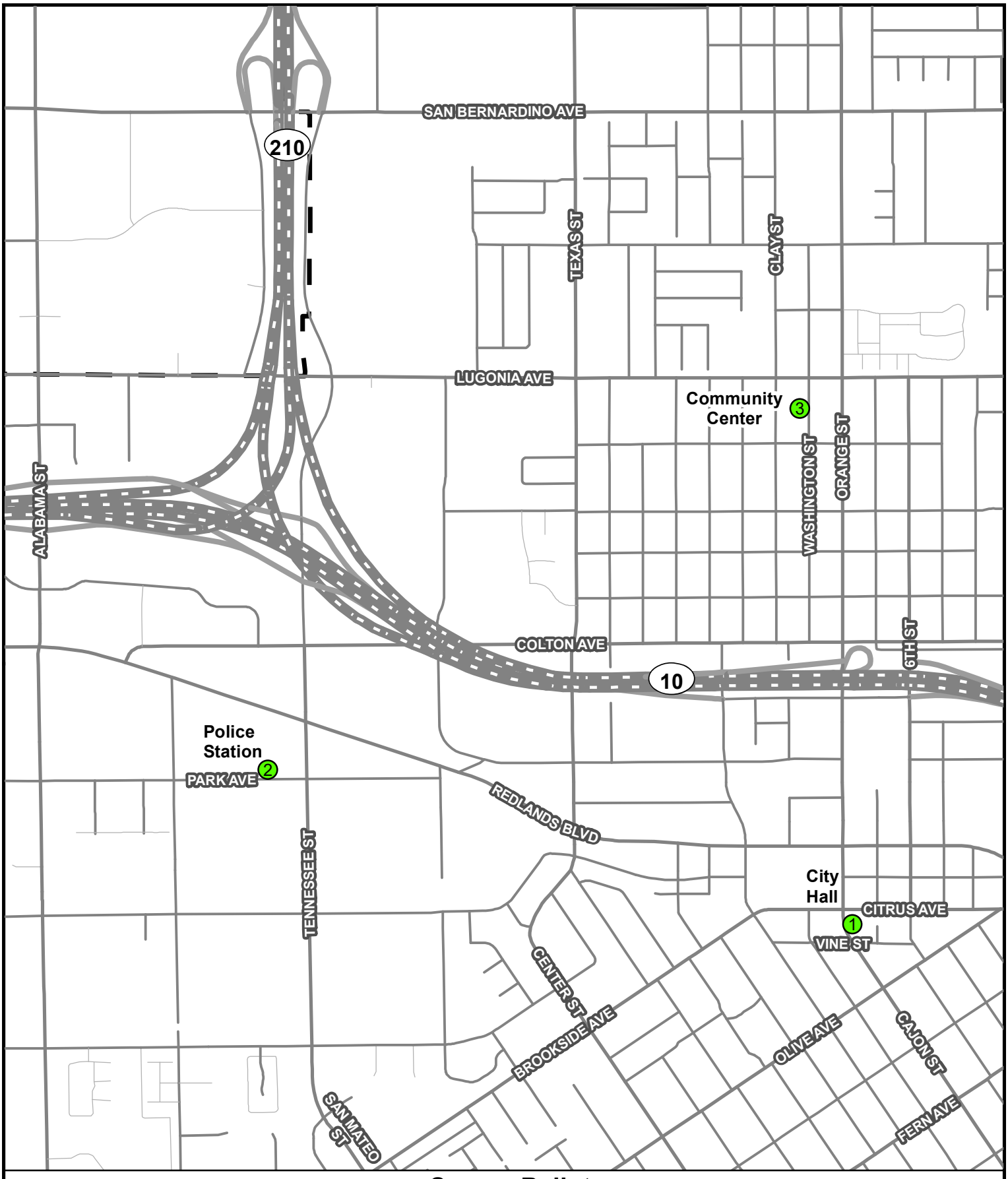
Effective Dat **Memorandum No.:** PRISM 20 EL-00

Issued to: ALL MEMBERS

Issue Date: June 25, 2020

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions and Management



Secure Ballot Box Locations

1. 35 Cajon St - Redlands City Hall
2. 1270 W Park Ave - Redlands Police Department
3. 111 W Lugonia Ave - Redlands Community Center

Feet

0 1,000 2,000

M910 BALLOT DROP INSTALLATION INSTRUCTIONS

01 Carefully unpack your M910 Ballot Drop. Please inspect your shipment at the time of delivery. Customers are responsible if damaged merchandise is signed for at the time of delivery.

02 Place your M910 Ballot Drop in the area that you want it to be of service to the community. Mark the 4 holes at the bottom of the cabinet and move the cabinet out of the way.

03 

Drill a 1/2 inch hole at 4 inches deep for all 4 marks.

Move the cabinet back to align with the holes.

04 

Tap in all 4 included stainless steel wedge anchors.

05 

Secure each anchor with a wrench.

M910 BALLOT DROP STAINLESS STEEL CARE INSTRUCTIONS

Clean monthly with an oil based stainless steel cleaner.

Polish for a long lasting shine.

Use a powder graphite or lock lubricant to help the lock work smoothly.

Questions about the M910 Ballot Drop?
Contact American Security Cabinets at
866.268.4955 or sales@ascabr.com
www.ballotdrops.com

City Council Meeting **I. 10.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8711 approving Commission Determination No. 66 classifying veterinary clinics with no overnight boarding as a conditionally permitted use within the Neighborhood Convenience Center (C-2) District, and a determination that the proposal is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines (City Planner Foote)

MOTION(S):

If the City Council agrees with the Planning Commission recommendation, the following motions are provided:

1. "I move that the City Council determine that the proposed action is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the CEQA; and

2. I move to adopt Resolution No. 8711 approving Commission Determination No. 66."

RECOMMENDATION:

The Planning Commission has recommended that the City Council approve Commission Determination No. 66 and determine that the proposed action (land use determination) is exempt from the California Environmental Quality Act.

DISCUSSION:

Commission Determination No. 66 is a request by the applicant to establish a veterinary clinic within an existing 3,160 square-foot tenant space which was previously occupied by a medical clinic. No overnight boarding for animals is included in the proposal. The subject property (Suite U) is located within an

existing multi-tenant shopping center, Plaza Las Palmas, located at 1150 Brookside Avenue, Unit U (APN: 0171-402-50-0000) within the C-2, Neighborhood Convenience Center District (see Attachment A – Location Map & Aerial Photo).

Sections 18.12.050 and 18.12.060 of the Redlands Municipal Code state that to allow a specific use which is not listed as permitted in a certain zone, the Planning Commission must determine that the unlisted use is similar to a listed permitted use for that zone. The Commission then makes a recommendation to the City Council for final consideration and approval. In this case, the proposed use as a veterinary clinic (no overnight boarding) is not listed as either a Permitted use or a Conditionally Permitted use in the Neighborhood Convenience Center (C-2) District per RMC Chapter 18.88. Therefore, the applicant is requesting a determination that a veterinary clinic with no overnight boarding is similar to a use identified as Conditionally Permitted use in the C-2 district.

In the C-2 zone, the allowable conditional uses (subject to approval of a Conditional Use Permit) include “medical offices” as listed in RMC Section 18.192.020(B) and incorporated by reference in the C-2 zone. Although a “medical office” is not defined in the zoning code, the use encompasses several practices such as dentistry, ophthalmology, and physicians. The use does not specify veterinary clinics. However, the proposed use in this case will provide typical veterinary services for domestic animals (such as annual wellness exams, vaccinations, x-rays, pharmacy services, and surgical services) during regular daytime business hours, and without any overnight boarding or kennel. Additionally, the existing Unit U within the multi-tenant building was previously used as a medical clinic/office for more than ten years. Due to the location’s previous use as a medical clinic, no significant tenant improvements are necessary for the establishment of a veterinary clinic.

The Planning Commission considered the application at its regular meeting on August 12, 2025 (Attachment B). The Planning Commission found that the application could satisfy all findings as required by RMC Section 18.12.040 (see Attachment C) and recommended that the City Council approve the requested Commission Determination.

Environmental Review: The proposed action (land use determination) is exempt from environmental review in accordance with Sections 15061(b)(3) and 15301 of the California Environmental Quality Act Guidelines. Pursuant to Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the land use determination may have a significant effect on the environment, insofar as it would allow for a comparable land use that is similar to those land uses already explicitly listed in the City's zoning regulations (i.e., similar use). Furthermore, even if the proposal is considered a project, the proposed land use determination is categorically exempt under CEQA Guidelines Section 15301 (Existing Facilities) because the proposed land use

would be contained within an existing development and existing building. Accordingly, no further environmental review is necessary.

ALTERNATIVES:

The City Council may:

1. Request additional information and continue the matter to a future meeting; or,
2. Either modify or reject the Planning Commission recommendation.

STRATEGIC PLAN:
Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Jazmin Serrato, Associate Planner

Fiscal Impact

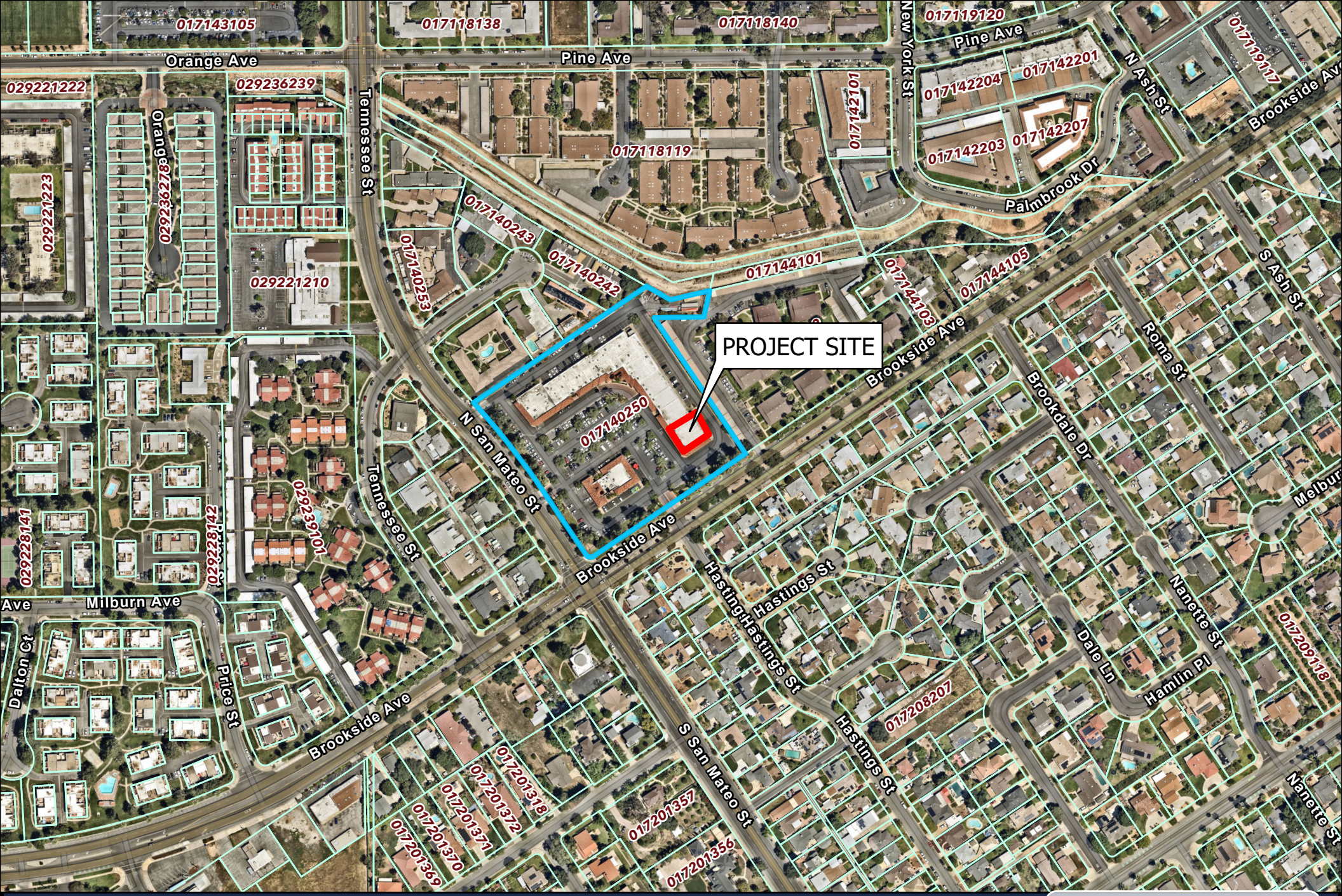
Fiscal Year: 2025-26

Discussion:

The applicant paid the applicable application filing fee. There is no fiscal impact associated with this action.

Attachments

Attachment A: Location Map and Aerial
Attachment B-1: Planning Commission Staff Report
Attachment B-2: Planning Commission Resolution No. 1716
Attachment C: Resolution No. 8711



City of Redlands

Attachment A - Location Map and Aerial

Author: Redlands GIS **Date:** July 2025

Legend

City Boundary

Parcels



City of Redlands

Attachment A - Location Map and Aerial

Author: Redlands GIS **Date:** July 2025

Legend

City Boundary

Parcels

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5. 0.**
Meeting Date: 08/12/2025

APPLICANT:
ARIVIA'S ANIMAL HOUSE
(PROJECT PLANNER: JAZMIN SERRATO, ASSOCIATE PLANNER)

1. Consideration of an exemption from environmental review pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines for the entitlements listed below.

2. **PUBLIC HEARING** to consider **Conditional Use Permit No. 1212**, a request to establish a veterinary clinic that provides animal wellness services including a variety of routine exams, surgery, x-rays, pharmacy services and other care for domestic animals within an existing 3,160 square-foot commercial tenant space. The proposal does not include overnight boarding, interior tenant improvements, or exterior modifications to the site or structure. The proposed hours of operation are from Monday through Friday from 8:00 A.M. to 6:00 P.M. and Saturday from 8:00 A.M. to 4:00 P.M. The project is located at 1150 Brookside Avenue, Unit U (APN: 0171-402-50-0000) in the Neighborhood Convenience Center (C-2) District.

3. **Commission Determination No. 66** - A recommendation to the City Council regarding a determination of similar use to allow a veterinary clinic with no overnight boarding as a conditionally permitted use within the Neighborhood Convenience Center (C-2) District.

SYNOPSIS

1. General Plan Designation:	Commercial
2. Existing Zoning:	Neighborhood Convenience Center (C-2) District
3. Surrounding Zoning:	North Multiple Family Residential (R-2) District West: Multiple Family Residential (R-2) District East: Multiple Family Residential (R-2-2000) District South: Suburban Residential (R-S) District
4. Existing Land Use:	Plaza Las Palmas, a multi-tenant neighborhood commercial shopping center.
5. Surrounding Land Use:	North and West: townhomes and apartment developments East: apartments and residential developments South: Single-family residential neighborhood
6. Area / Topography:	The site is approximately 5 acres, flat in topography, and improved with a multi-tenant chopping center.
7. Environmental Assessment:	Exempt from environmental review pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines.

8. Socio-Economic Cost / Benefit Study:	Exempt from Measure U and a Socio-Economic Cost/Benefit Study is not required.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	May 30, 2025 June 27, 2025 August 12, 2025

PROPOSAL

The applicant is requesting to establish a veterinary clinic that provides annual wellness exams, vaccinations, pharmacy services, as well as general veterinary medical and surgical services in an existing 3,160 square-foot tenant space within an existing multi-tenant shopping center. The proposed location (Suite U) was previously occupied by a medical clinic. No overnight boarding for animals is included in the proposal. The project site is located at 1150 Brookside Avenue, Unit U (APN: 0171-402-50-0000) in the C-2, Neighborhood Convenience Center District (see Attachment A – Location Map & Aerial). The proposed veterinary clinic will operate Monday through Friday from 8:00 A.M. to 6:00 P.M. and Saturday from 8:00 A.M. to 4:00 P.M. The proposal does not include interior tenant improvements or exterior modifications to the site or structure.

BACKGROUND

The proposed veterinary clinic intends to occupy a vacant commercial tenant space which was previously occupied by a medical clinic since 2013. The construction of Plaza Las Palmas was approved by the Planning Commission on July 8, 1986. The center is located on the northeast corner of Brookside Avenue and San Mateo Street, and complies with the City's parking and landscaping requirements. The suite is located at the southeast corner of the multi-tenant building, and the Unit U entrance faces south toward Brookside Avenue. The adjacent businesses include insurance offices, retail uses, restaurants, personal services (nail salon, yoga studio, etc.), liquor store, and laundromat.

ANALYSIS

A) General Plan

The subject site is located within the Commercial land use designation (see Attachment B – General Plan Land Use Map) which designates areas for the development of a wide range of commercial uses including neighborhood-serving stores and convenience centers, regional commercial centers, and commercial recreation. The proposed veterinary clinic without overnight boarding is consistent with the intent of the Commercial designation and with the applicable policies and actions of the General Plan, including the following:

4-P.7: Promote a diversity of compatible land uses throughout the city, providing opportunities for the development of a range of businesses, services, residential types, and public facilities to meet the needs of the community.

4-P.18: Provide lands to accommodate a wide range of office uses to meet the needs of small- and medium-sized businesses and larger corporations in sectors such as professional services, medical services, and technology in appropriate locations convenient to transportation corridors.

4-P.20: Provide for the concentration of office, industrial, and commercial uses in appropriate locations near transportation corridors to encourage the development of employment centers and reduce the potential for land use conflicts with sensitive uses.

B) Zoning / Determination of Similar Use

Section 18.12.050 of the Redlands Municipal Code states that to allow a specific use which is not listed as permitted in a certain zone, the Planning Commission must determine that the unlisted use is similar to a listed permitted use for that zone and then recommend its determination to the City Council for final consideration. In this case, the proposed use of a veterinary clinic is not listed as Permitted or Conditionally Permitted in the Neighborhood Convenience Center (C-2) District. Therefore, the applicant requests that the Planning Commission determine whether a veterinary clinic with no overnight boarding is similar to another listed Conditionally Permitted use in the C-2 district.

The C-2 zoning designation applies to limited areas in the City of Redlands. The C-2 zone applies to the existing commercial multi-tenant plaza where the proposed business is to be located. The purpose of the C-2 zone is to encourage land for commercial purposes in accordance with the objectives, policies and proposals of the General Pan, provided such uses are determined by the commission and council to be essential or desirable to the public convenience and welfare in the location proposed.

In the C-2 zone, “medical offices” are permitted by Conditional Use Permit. Although “medical office” use is not defined in the zoning code, the use encompasses several practices such as dentistry, ophthalmology, and physicians. The use does not specify veterinary clinics; however, the proposed use will provide several medical services for domestic animals, such as annual wellness exams, vaccinations, x-rays, pharmacy services, and surgical services. The veterinary use would utilize typical daytime business hours and would not provide any overnight boarding or care. Additionally, the existing multi-tenant building was previously used as a medical clinic for more than 10 years. Due to the location’s previous use as a medical clinic, no tenant improvements are necessary for the establishment of the veterinary clinic.

C) Conditional Use Permit

If deemed a similar use, veterinary clinics with no overnight boarding would be allowable subject to review and approval of a Conditional Use Permit within the C-2 zoning district.

Floor Plans: The proposal consists of establishing a veterinary clinic within an existing 3,160 square-foot tenant space (see Attachment D – Project Plans). The proposal includes a room for each of the following veterinary services: surgery, treatment, preparation/recovery, pharmacy laboratory, x-rays, and three exam rooms. Additionally, the floor plan includes general administrative sections such as a reception area, waiting room, office, employee break room, and two restrooms. The veterinary clinic is not proposing any significant interior tenant improvements; however, permits will be required as conditioned by the Building and Safety Division for medical gas systems and veterinary x-ray units (and any other incidental permits as may be necessary).

Operational Characteristics: The applicant has indicated that the proposed non-boarding veterinary clinic will operate Monday through Friday from 8:00 A.M. to 6:00 P.M. and Saturday

from 8:00 A.M. to 4:00 P.M. The maximum number of employees present will not exceed five (5) employees. Arivia's Animal House will provide services such as wellness exams, vaccinations, pharmacy services, x-rays, surgeries and other general veterinary clinic services. The applicant has indicated that the proposed clinic would not provide overnight care.

Hours of Operation: The draft Resolution for approval includes Condition No. 1 that would allow the business to operate every day, no earlier than 7:00 A.M., and no later than 9:00 P.M. These hours would be consistent with other businesses within the same shopping center. For example, Carolyn's Cafe and Mike's Liqour open at 7:00 A.M., while Brew 'N Chew closes at 10:00 P.M. and Mike's Liqour closes at 11:00 P.M. Overnight hours (24 hours daily) for the veterinary clinic would not be recommended due to the nearby proximity of several residential neighborhoods.

Off-Street Parking: Parking within the Plaza Las Palmas shopping center currently exceeds the minimum parking requirements. Per RMC section 18.164.240, neighborhood commercial centers are parked, as a whole (i.e., aggregate square-footage), at one (1.0) space per each 200 square feet of gross floor area. This parking calculation is intended as a blended standard that takes into consideration any tenant combination of commercial uses within the center. The current multi-tenant shopping center (totaling approximately 44,111 square feet in building area) is required to supply 220 parking spaces. Currently, 294 parking spaces are provided on-site. No increase in building area is proposed by the project and, therefore, the shopping center will continue to exceed the minimum parking requirements.

ENVIRONMENTAL REVIEW

The proposed project is exempt from environmental review under the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines, which applies to the operation, repair, maintenance, permitting, or minor alterations of existing facilities. The proposed project is a request to establish a non-boarding veterinary clinic within an existing 3,160 square foot commercial tenant space that was constructed for the purposes of commercial service uses, and therefore, is consistent with the exemption criteria under Section 15301.

FINDINGS

Findings for Commission Determination No. 66:

Section 18.12.040 of the Redlands Municipal Code requires the Planning Commission to make the following findings before recommending the permitting or classifying of an unlisted use to the City Council.

1. The use is in conformity with the stated intent and purpose of the zone.

Activities involving a veterinary clinic substantially conform to the stated intent and purpose of the Neighborhood Convenience Center (C-2) District, the purpose of the C-2 zoning district is to provide land for commercial purposes which are determined to be desirable to the public convenience and welfare in the location proposed. The proposed use provides medical services for pets in a convenient location for nearby residents within an existing neighborhood commercial center, which is consistent with the intent of the zone.

2. Field Investigations have disclosed that the subject use and its operation are compatible with the

uses permitted in the zone wherein it is proposed to be located.

The project site is located within an existing multi-tenant shopping center surrounded by multi-family and single-family residential uses. No existing or reasonably foreseeable incompatible land uses are located or are anticipated to be established within the vicinity of the project site. Veterinary clinic services with no overnight boarding and within a fully enclosed building do not create undue potential for land use conflicts or nuisances to occur.

3. The subject use is similar to one or more uses permitted in the zone within which it is proposed to be located.

The proposed activity is substantially similar to medical office operations, which are permitted by conditional use permit in the Neighborhood Convenience Center (C-2) District. According to the Municipal Code, medical offices encompass several practices such as dentistry, ophthalmology, and physicians. The proposed animal clinic will provide similar medical services to animal patients. Therefore, the subject use of a veterinary clinic, which will provide medical services for domestic animals is similar to those uses allowed in the Neighborhood Convenience Center (C-2) District.

4. The subject use will not cause substantial injury to the use of property in any abutting zone.

The subject tenant space occupies 3,160 square feet of an existing 44,111 square foot multi-tenant building on a 5.26-acre parcel. The north, east and west sides of the project site abut multi-family residential parcels, and the south side of the project abuts single-family residential parcels. Existing uses within the multi-tenant building include several commercial uses such as insurance offices, restaurants, physical arts studios, a nail salon, a liquor store, and a laundromat. The proposal does not include outdoor activities or overnight animal boarding and will operate in a manner that is substantially similar to the medical clinic previously operated in this location. Therefore, the proposed activity will not cause substantial injury to the use of property in any abutting zone.

Findings for Conditional Use Permit No. 1212:

Additionally, Section 18.192.060 of the Redlands Municipal Code requires the following findings for approval of a Conditional Use Permit.

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

The proposed veterinary clinic will not adversely affect the applicable land use plans of the City. The project site is located within the Neighborhood Convenience Center (C-2) District which is intended to provide land for commercial purposes which are determined to be desirable to the public convenience and welfare in the location proposed. The existing tenant space in which the proposed veterinary clinic will be located was designated in accordance with the City's General Plan land use policies and the development standards for the Neighborhood Convenience Center (C-2) District.

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

The proposed veterinary clinic will not be detrimental to the public health, safety, and welfare. Conditions of approval have been incorporated to ensure that the proposed project complies with the applicable code requirements. The proposed veterinary clinic will be located within an existing multi-tenant center and will serve as an added amenity to the community by providing veterinary care and services for animals. The site provides sufficient on-site parking for customers and employees and will not be detrimental to the public health, safety and welfare of the community.

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 veterinary clinic is consistent with the City's General Plan and complies with the applicable provisions of the Redlands Municipal Code. The proposed use is deemed similar and allowable within the Neighborhood Convenience Center (C-2) District with review and approval of a Conditional Use Permit. The site is adequate in size and shape to accommodate the proposed use and is located within an established multi-tenant center, which was designed to comply with the applicable regulations and development standards of the Neighborhood Convenience Center (C-2) District.

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

The proposed location is appropriate as it is in a retail/commercial area, and the site is adequate in size and shape to accommodate the use. The existing unified center accommodates a range of commercial, and service uses designed to serve the surrounding residential development. The inclusion of the animal clinic in the neighborhood center provides additional convenient access to healthcare for pet owners within the surrounding neighborhood. The building in which the proposed use will operate was designed to comply with the applicable property development standards of the Neighborhood Convenience Center (C-2) District and is not expected to result in any land use conflicts. The proposed veterinary clinic will be located within an existing tenant space and no expansion or modifications to the exterior or interior of the building are proposed; therefore, the proposed development is appropriate at the proposed location.

RECOMMENDATIONS

Staff recommends the Planning Commission adopt Resolution No. 1716 and Resolution No. 1717 to approve Commission Determination No. 66 and Conditional Use Permit No. 1212, based on the analysis and findings in this staff report, and subject to the attached Conditions of Approval.

MOTIONS

If the Planning Commission deems it appropriate, staff recommends the following motions:

"I move that the Planning Commission adopt Resolution No. 1716 and Resolution No. 1717 to:

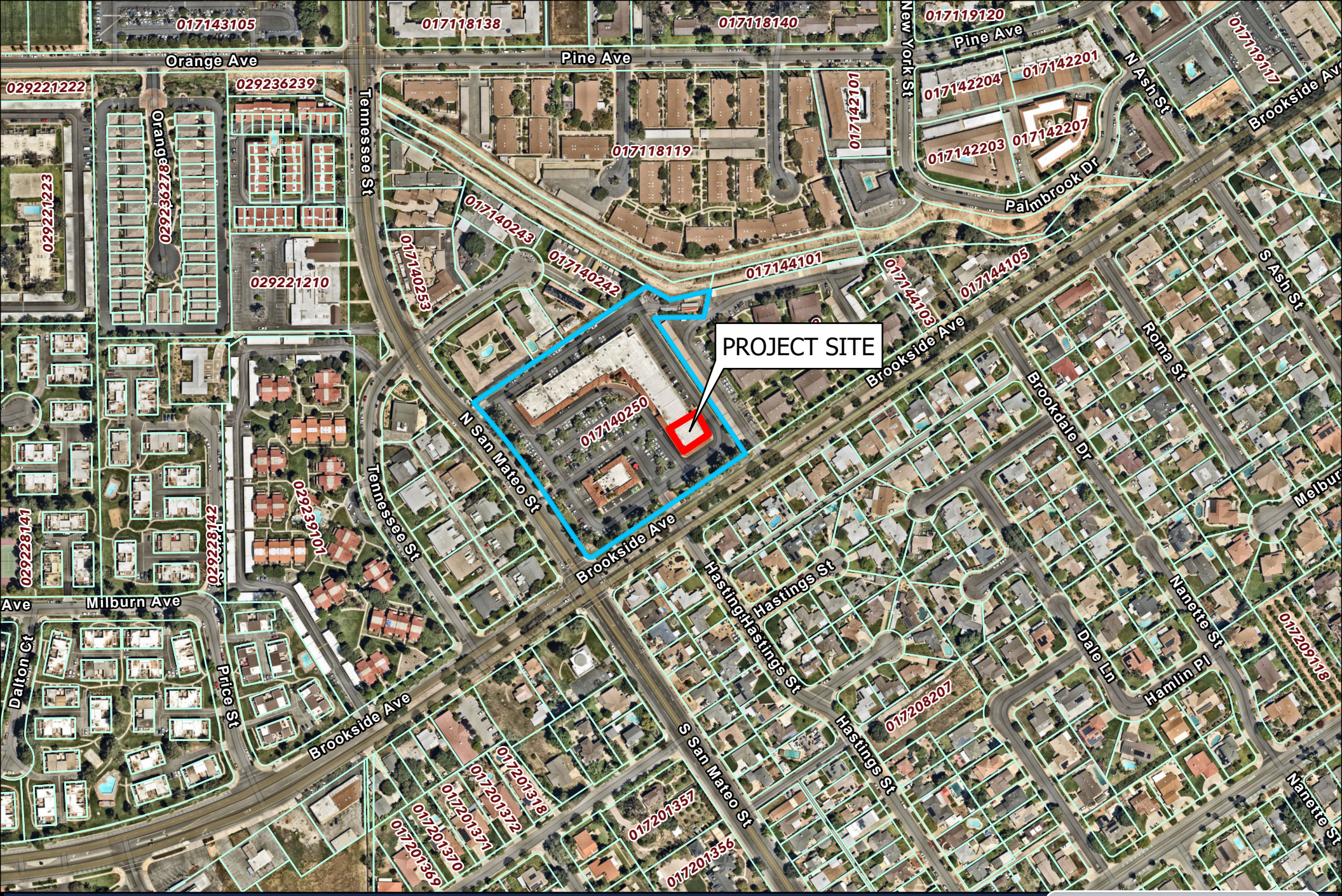
1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Sections 15301 of the CEQA Guidelines;

2. Recommend that the City Council approve Commission Determination No. 66 classifying veterinary clinics with no overnight boarding as a Conditionally Permitted use within the Neighborhood Convenience Center (C-2) District, based on the findings provided in the staff report; and

3. Approve Conditional Use Permit No. 1212, based on the findings contained in the staff report, and subject to the attached Conditions of Approval."

Attachments

Attachment A - Location Map and Aerial
Attachment B - General Plan Land Use Map
Attachment C - Zoning Map
Attachment D - Project Plans
Attachment E - Resolution No. 1716
Attachment F - Resolution No. 1717



City of Redlands

Attachment A - Location Map and Aerial

Author: Redlands GIS **Date:** July 2025

Legend

City Boundary

Parcels



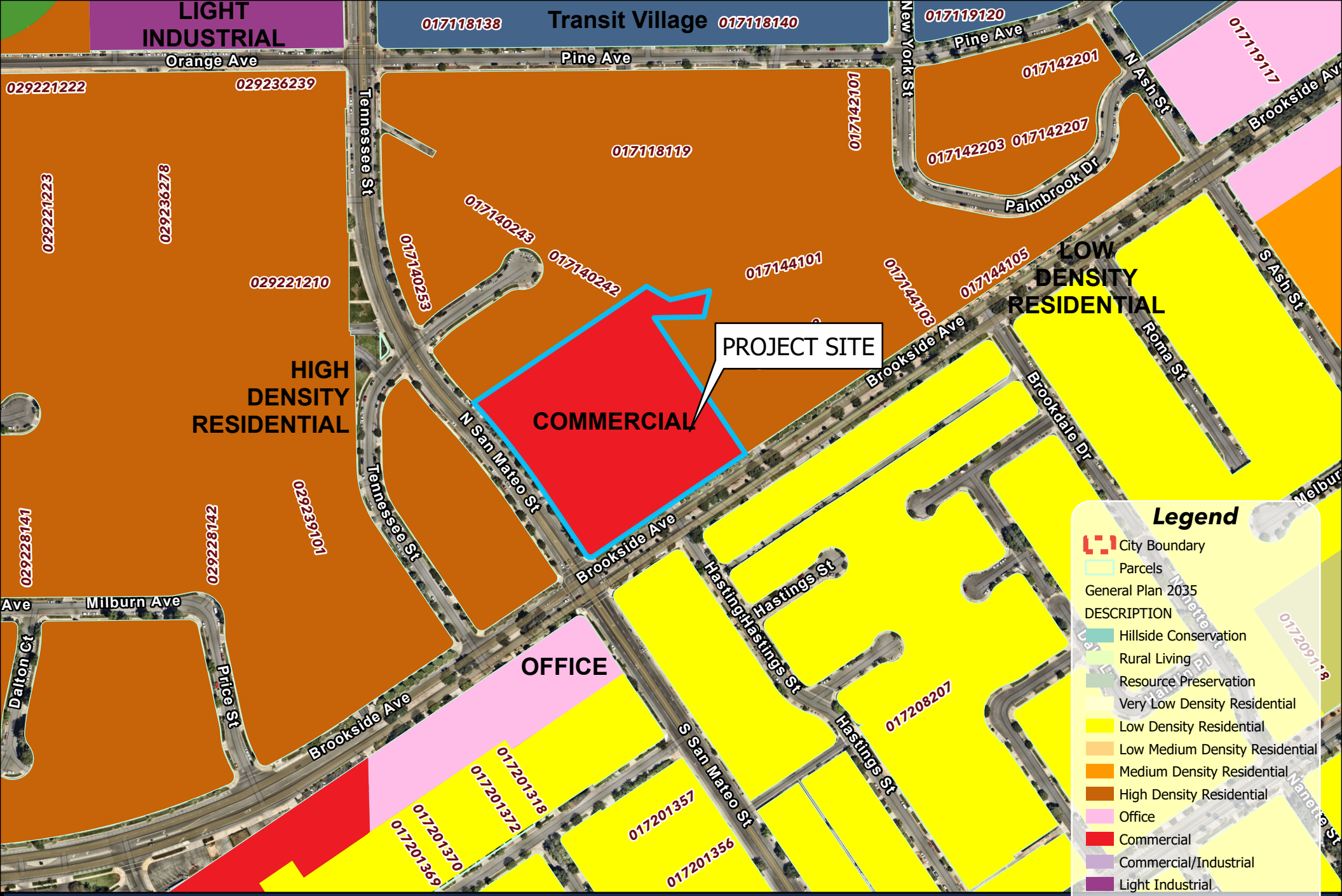
City of Redlands

Attachment A - Location Map and Aerial

Author: Redlands GIS **Date:** July 2025

Legend

- City Boundary
- Parcels



Legend

- City Boundary
- Parcels

General Plan 2035

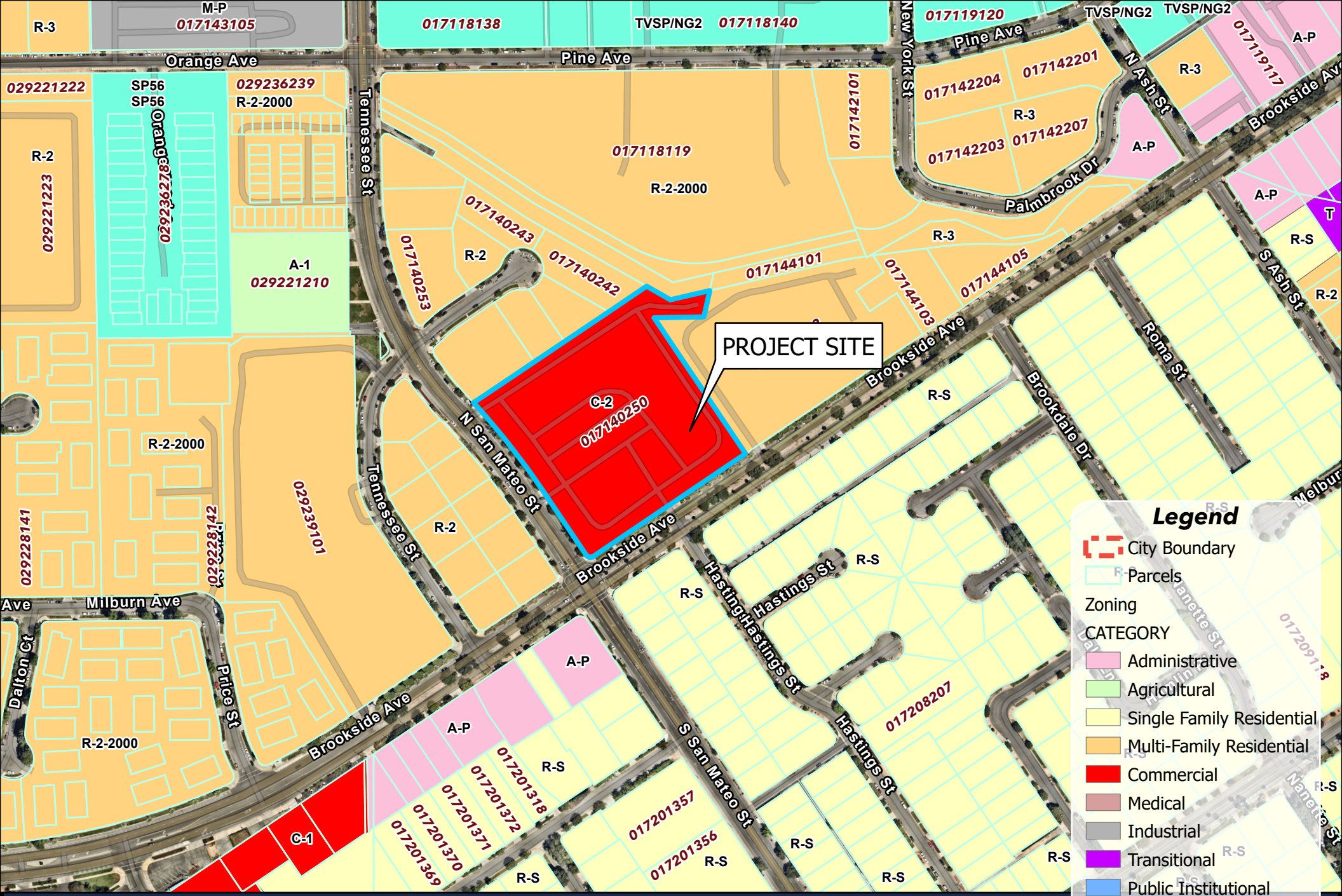
DESCRIPTION

- Hillside Conservation
- Rural Living
- Resource Preservation
- Very Low Density Residential
- Low Density Residential
- Low Medium Density Residential
- Medium Density Residential
- High Density Residential
- Office
- Commercial
- Commercial/Industrial
- Light Industrial
- Public/Institutional
- Agriculture
- Parks/Golf Courses
- Open Space
- Transit Village

City of Redlands

Attachment B - General Plan Land Use Map

Author: Redlands GIS **Date:** July 2025



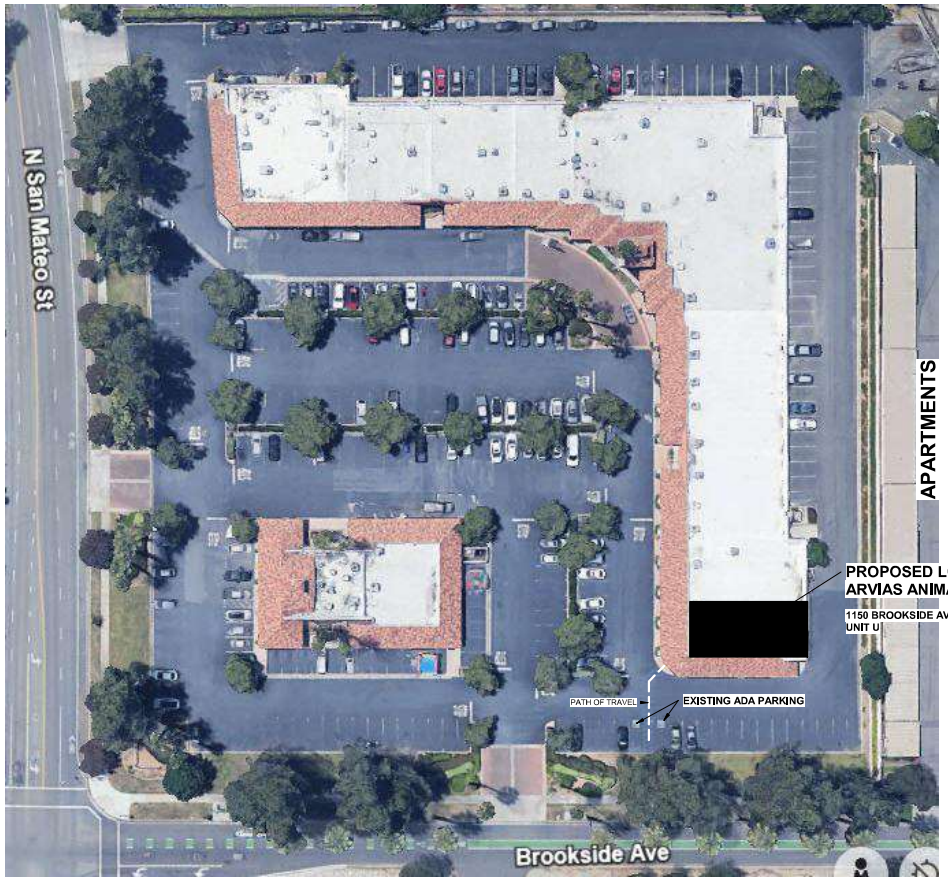
City of Redlands

Attachment C - Zoning Map

Author: Redlands GIS **Date:** July 2025

CUP SUBMITTAL 1 (5/29/2025)

APARTMENTS



SITE PLAN

DATA

OWNER:

BROOKSIDE SAN MATEO PARTNERS
C/O BILL BUISTER
1399 W. COLTON AVE.
REDLANDS, CA 92374
909-793-53806

TENANT:

ARVIAS ANIMAL HOUSE
C/O CHAZZ MITCHELL
1150 BROOKSIDE AVE, UNIT U
REDLANDS, CA 92373
909-528-9870
Arviasanimalhouse1@gmail.com

LOCATION: 1150 BROOKSIDE AVE. UNIT U

ASSESSORS PARCEL NUMBER: 017140250

LOT SIZE: 5.26 ACRES

EASEMENTS: NONE

ZONE: C2 - NEIGHBORHOOD CONVINCE CENTER DISTRICT

STORIES: 1

EXISTING TENANT AREA: 3,160 SF

BUILDING OCCUPANCY: B

TYPE OF CONSTRUCTION: TYPE VB NON-RATED

FIRE SPRINKLERS: FULLY FIRE SPRINKLERED

OCCUPANCY: 49 OCCUPANTS (MAXIMUM)

PARKING: 3,160 SF / 250 = 13 SPACES

EXISTING ON SITE PARKING: 294 SPACES

BUSINESS OPERATION

ARVIAS ANIMAL HOUSE IS A CLINIC THAT PROVIDES ANIMAL WELLNESS INCLUDING BUT NOT LIMITED TO PRESCRIPTION, MEDICATIONS, AND VACCINES; EXAMS; SURGERIES AND X-RAYS. THIS CLINIC DOES NOT PROVIDE OVERNIGHT CARE.

HOURS OF OPERATION:
MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY 8:00 AM TO 6:00 PM. SATURDAY 8:00 AM TO 4:00PM

NUMBER OF EMPLOYEES: 5

SCOPE OF WORK:

CURRENT USE: VACANT

PROPOSED IMPROVEMENTS:
INTERIOR WALLS TO REMAIN (NO STRUCTURAL DEMOLITION)
INCLUDING ADA COMPLIANT RECEPTION COUNTER.

EXISTING WALLS WHERE REQUIRED WILL HAVE NEW FINISHES FOR SOUND ABSORPTION. THERE WILL BE NO CHANGES TO THE EXISTING ELECTRICAL OR HVAC SYSTEM.



VICINITY MAP

Architect
J. Gary Stegemann
5 1/2 East State Street
Redlands, California 92373
T: 909-798-1123
C: 909-851-5874
E:jgsarch80@gmail.com

Consultant:

SITE PLAN

ARVIAS ANIMAL HOUSE
1150 BROOKSIDE AVE.
REDLANDS, CALIFORNIA 92373

#	Description	Date

DATE	5/29/2025
SCALE	As indicated
DRAWN	JGS
JOB	
FILE	25-06
UPDATED	5/29/2025 10:07:31 AM

SHEET
SD1

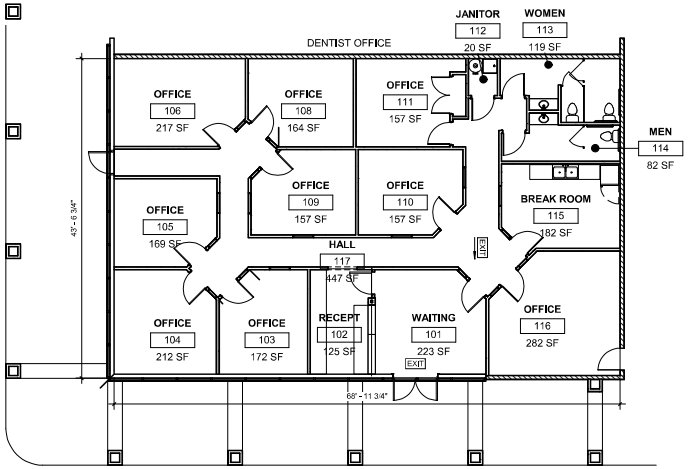
5/29/2025 10:07:31 AM
C:\Users\Admin\Dropbox\Arvias\25-06 - 1150 BROOKSIDE\25-06 - 1150 BROOKSIDE - .rvt



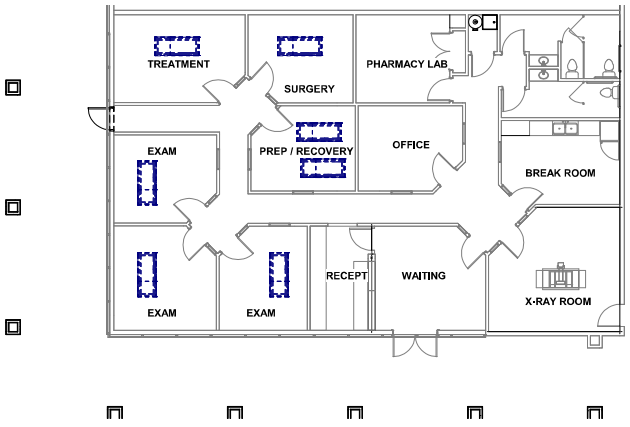
EXISTING SOUTH ELEVATION VIEW TO NORTH EAST



EXISTING SOUTH ELEVATION



1 EXISTING FLOOR PLAN
SCALE1/8" = 1'-0"



2 PROPOSED FLOOR PLAN
SCALE1/8" = 1'-0"

LEGEND

EXISTING WOOD FRAMED ONE HOUR RATED DEMISING WALL.
EXISTING WOOD FRAMED NON BEARING WALLS.

EXIT EXISTING CEILING / WALL MOUNTED EXIT SIGN. THE MEANS OF EGRESS SHALL BE ILLUMINATED AS PER SECTION 1008 OF THE 2022 CBC. IN THE EVENT OF A POWER SUPPLY FAILURE, PROVIDE A BATTERY BACK-UP, EXIT SIGNS AND EMERGENCY BATTERY BACH-UP LIGHTING SHALL BE AVAILABLE FOR 90 MINUTES MINIMUM.

BUSINESS OPERATION

ARVIAS ANIMAL HOUSE IS A CLINIC THAT PROVIDES ANIMAL WELLNESS INCLUDING BUT NOT LIMITED TO PRESCRIPTION, MEDICATIONS, AND VACCINES; EXAMS; SURGERIES AND X-RAYS. THIS CLINIC DOES NOT PROVIDE OVERNIGHT CARE.

HOURS OF OPERATION:
MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY 8:00 AM TO 6:00 PM. SATURDAY 8:00 AM TO 4:00PM

NUMBER OF EMPLOYEES: 5

OCCUPANCY LOAD CALCULATIONS

ROOM NO.	NAME		AREA	OCC. LOAD	OCCUPANTS
	EXISTING	PROPOSED			
101	WAITING		223 SF	15	15
102	RECEPT		125 SF	150	1
103	OFFICE	EXAM	172 SF	150	2
104	OFFICE	EXAM	212 SF	150	2
105	OFFICE		169 SF	150	2
106	OFFICE	TREATMENT	217 SF	150	2
108	OFFICE	SURGERY	164 SF	150	2
109	OFFICE	PREP / REC	157 SF	150	2
110	OFFICE	PHARMACY	157 SF	150	2
111	OFFICE		157 SF	150	2
112	JANITOR		20 SF	0	
113	WOMEN		119 SF	0	
114	MEN		82 SF	0	
115	BREAK ROOM		182 SF	150	2
116	OFFICE	XRAY	282 SF	150	2
117	HALL		447 SF	0	
					34

MAXIMUM OCCUPANCY ALLOWED: 49 OCCUPANTS

PLUMBING FIXTURE COUNT

GROUP	OCC LOAD	M	F	WATER CLOSETS		URINALS	LAVATORIES		DF	SERVICE SINK
				M	F	M	M	F		
B	34	17	17	1/50 =1	1/50 =1	1/100 =1	1/75 = 1	1/50=1	N/A	1

Architect
J. Gary Stegemann
5 1/2 East State Street
Redlands, California 92373
T: 909-798-1123
C: 909-851-5874
E:jgsarch80@gmail.com

Consultant:

EXISTING FLOOR PLAN

ARVIAS ANIMAL HOUSE
1150 BROOKSIDE AVE.
REDLANDS, CALIFORNIA 92373

Revisions

#	Description	Date

DATE	5/29/2025
SCALE	As indicated
DRAWN	JGS
JOB	
FILE	25-06
UPDATED	5/29/2025 10:07:44 AM

SHEET
SD2

CUP SUBMITTAL 1 (5/29/2025)

5/29/2025 10:07:44 AM
C:\Users\Admin\Dropbox\Arvias\25-06 - 1150 BROOKSIDE\25-06 - 1150 BROOKSIDE - r24

RESOLUTION NO. 1716

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS RECOMMENDING THAT THE CITY COUNCIL APPROVE COMMISSION DETERMINATION NO. 66 CLASSIFYING VETERINARY CLINICS WITH NO OVERNIGHT BOARDING A CONDITIONALLY PERMITTED USE WITHIN THE NEIGHBORHOOD CONVENIENCE CENTER (C-2) DISTRICT.

WHEREAS, Arivia's Animal House, has applied for Commission Determination No. 66 requesting for the Planning Commission to make the determination to allow a veterinary clinic with no overnight boarding as a conditionally permitted use at 1150 Brookside Avenue, Unit U (APN: 0171-402-50-0000) in the Neighborhood Convenience Center (C-2) District; and,

WHEREAS, pursuant to Section 18.12.050 of the Redlands Municipal Code, the Planning Commission is responsible for making recommendations to the City Council on requests seeking the classification of uses that are unlisted in the zoning ordinance; and,

WHEREAS, the proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 because the proposed action applies only to specified activities occurring at existing facilities.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The Planning Commission of the City of Redlands hereby recommends that the City Council determine that the proposed action is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15301 pertaining to existing facilities.

SECTION 2. FINDINGS FOR APPROVAL. In accordance with Section 18.12.040 of the Redlands Municipal Code, the Planning Commission hereby makes the following findings for recommending approval of Commission Determination No. 66:

1. *The use is in conformity with the stated intent and purpose of the zone.*

   Activities involving a veterinary clinic substantially conform to the stated intent and purpose of the Neighborhood Convenience Center (C-2) District, the purpose of the C-2 zoning district is to provide land for commercial purposes which are determined to be desirable to the public convenience and welfare in the location proposed. The proposed use provides medical services for pets in a convenient location for nearby residents within an existing neighborhood commercial center, which is consistent with the intent of the zone.

2. *Field Investigations have disclosed that the subject use and its operation are compatible with the uses permitted in the zone wherein it is proposed to be located.*

   The project site is located within an existing multi-tenant shopping center surrounded by

multi-family and single-family residential uses. No existing or reasonably foreseeable incompatible land uses are located or are anticipated to be established within the vicinity of the project site. Veterinary clinic services with no overnight boarding and within a fully enclosed building do not create undue potential for land use conflicts or nuisances to occur.

3. *The subject use is similar to one or more uses permitted in the zone within which it is proposed to be located.*

   The proposed activity is substantially similar to medical office operations, which are permitted by conditional use permit in the Neighborhood Convenience Center (C-2) District. According to the Municipal Code, medical offices encompass several practices such as dentistry, ophthalmology, and physicians. The proposed animal clinic will provide similar medical services to animal patients. Therefore, the subject use of a veterinary clinic, which will provide medical services for domestic animals is similar to those uses allowed in the Neighborhood Convenience Center (C-2) District.

4. *The subject use will not cause substantial injury to the use of property in any abutting zone.*

   The subject tenant space occupies 3,160 square feet of an existing 44,111 square foot multi-tenant building on a 5.26-acre parcel. The north, east and west sides of the project site abut multi-family residential parcels, and the south side of the project abuts single-family residential parcels. Existing uses within the multi-tenant building include several commercial uses such as insurance offices, restaurants, physical arts studios, a nail salon, a liquor store, and a laundromat. The proposal does not include outdoor activities or overnight animal boarding and will operate in a manner that is substantially similar to the medical clinic previously operated in this location. Therefore. the proposed activity will not cause substantial injury to the use of property in any abutting zone.

SECTION 3. RECOMMENATION FOR APPROVAL. The Planning Commission hereby recommends that the City Council approve Commission Determination No. 66 classifying veterinary clinics with no overnight boarding as a conditionally permitted use within the Neighborhood Convenience Center (C-2) District, based on the findings provided herein.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2025.

_____

Karah Shaw, Chair
Planning Commission

ATTEST:

_____
Katherine Coleson,
Secretary to the Planning Commission

I, Katherine Coleson, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 12th day of August, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Katherine Coleson,
Secretary to the Planning Commission

RESOLUTION NO. 1717

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1212 TO ESTABLISH A VETERINARY CLINIC WITH NO OVERNIGHT BOARDING WITHIN AN EXISTING 3,160 SQUARE-FOOT COMMERCIAL TENANT SPACE LOCATED AT 1150 BROOKSIDE AVENUE, UNIT U (APN: 0171-402-50-0000).

WHEREAS, the applicant, Arivia's Animal House, has submitted an application for Conditional Use Permit No. 1212 to establish a veterinary clinic without overnight boarding in an existing 3,160 square-foot commercial tenant space at 1150 Brookside Avenue, Unit U (APN: 0171-402-50-0000) in the Neighborhood Convenience Center (C-2) District.; and

WHEREAS, notice of this Planning Commission public hearing was duly published in a newspaper of general circulation by the Secretary to the Planning Commission; and

WHEREAS, on August 12, 2025, 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; and

WHEREAS, the California Environmental Quality Act (CEQA) Guidelines Section 15301 provides for exemption from environmental review pertaining to existing facilities; and

WHEREAS, following the hearing for Conditional Use Permit No. 1212, the Planning Commission determined that approval of the requested Conditional Use Permit will not detrimentally affect the public health, safety and general welfare.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed project is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) per Section 15301 of the CEQA Guidelines.

SECTION 2. FINDINGS. The proposed Conditional Use Permit No. 1212 is hereby approved based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit A:

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

   The proposed veterinary clinic will not adversely affect the applicable land use plans of the City. The project site is located within the Neighborhood Convenience Center (C-2) District which is intended to provide land for commercial purposes which are determined to be desirable to the public convenience and welfare in the location proposed. The existing tenant space in which the proposed veterinary clinic will be located was designated in accordance

with the City's General Plan land use policies and the development standards for the Neighborhood Convenience Center (C-2) District.

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

   The proposed veterinary clinic will not be detrimental to the public health, safety, and welfare. Conditions of approval have been incorporated to ensure that the proposed project complies with the applicable code requirements. The proposed veterinary clinic will be located within an existing multi-tenant center and will serve as an added amenity to the community by providing veterinary care and services for animals. The site provides sufficient on-site parking for customers and employees and will not be detrimental to the public health, safety and welfare of the community.

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 veterinary clinic is consistent with the City's General Plan and complies with the applicable provisions of the Redlands Municipal Code. The proposed use is deemed similar and allowable within the Neighborhood Convenience Center (C-2) District with review and approval of a Conditional Use Permit. The site is adequate in size and shape to accommodate the proposed use and is located within an established multi-tenant center, which was designed to comply with the applicable regulations and development standards of the Neighborhood Convenience Center (C-2) District.

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

   The proposed location is appropriate as it is in a retail/commercial area, and the site is adequate in size and shape to accommodate the use. The existing unified center accommodates a range of commercial, and service uses designed to serve the surrounding residential development. The inclusion of the animal clinic in the neighborhood center provides additional convenient access to healthcare for pet owners within the surrounding neighborhood. The building in which the proposed use will operate was designed to comply with the applicable property development standards of the Neighborhood Convenience Center (C-2) District and is not expected to result in any land use conflicts. The proposed veterinary clinic will be located within an existing tenant space and no expansion or modifications to the exterior or interior of the building are proposed; therefore, the proposed development is appropriate at the proposed location.

SECTION 3. EXPIRATION DATE. Conditional Use Permit No. 1212 shall expire and become automatically null and void two years from the approval date (will expire on August 12, 2027) unless the Applicant has diligently pursued the project as evidenced by issuance of a building permit or a business license.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED, AND APPROVED this 12th day of August 2025.

_____
Karah Shaw,
Planning Commission Chair

ATTEST:

_____
Katherine Coleson,
Secretary to the Planning Commission

I, Katherine Coleson, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 12th day of August, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Katherine Coleson,
Secretary to the Planning Commission

EXHIBIT A
CONDITIONS OF APPROVAL
DEVELOPMENT SERVICES DEPARTMENT
Conditional Use Permit No. 1212

1. This permit/approval authorizes establishing and operating a veterinary clinic (with no overnight boarding) within an existing 3,160 square-foot tenant space. The regular hours of operation shall be no earlier than 7:00 AM and no later than 9:00 PM daily. The subject property is located at 1150 Brookside Avenue, Unit U, in the Neighborhood Convenience Center (C-2) District.

2. Unless the use is initiated or construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this approval shall automatically expire two (2) years from the date of Planning Commission approval (will expire on August 12, 2027).

3. Prior to the approval/issuance of a building permit and business license for the proposed use at the proposed location, the applicant shall obtain City Council approval of Commission Determination No. 66.

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

5. All plans submitted to the City shall reflect the Planning Commission's approval and any other changes required by the Commission and/or staff.

6. The approved operational activities of this use do not include overnight boarding or kennels.

7. The applicant and/or property owner may not modify the use approved by this permit unless the Planning Division determines that Developer has provided the parking required by the Redlands Municipal Code for the modified use.

8. A Certificate of Occupancy and/or building permit shall not be signed or issued until all applicable Conditions of Approval have been satisfied.

9. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved plans without first consulting the Development Services Director or designee. Any proposed future expansion of the use (e.g., expanding into an adjacent suite or space) may require approval of a formal Revision to this Conditional Use Permit including approval by the Planning Commission.

10. Any proposed signage will require a separate Sign Permit application and shall conform to the sign code requirements for the Neighborhood Convenience Center (C-2) District and any applicable sign program.

11. 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 application was approved by the City.

12. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $300,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

13. The following conditions of approval from the related City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

    a. Building and Safety Division:
        i. Medical Gas Systems and compressed gases shall comply with 2021 NFPA 99, 2022 California Fire Code, 2022 Building Code, Mechanical Code, and Plumbing Code. All Medical Gas System plans shall be submitted for review and approved prior to any work on the system.
        ii. In California, each reportable radiation source, including veterinary X-ray units, must be registered with the Department of Health Services within 30 days of acquisition. A permit is required along with a physicist report prior to installation.

    b. Fire Department:
        i. Obtain permits for any building modifications, including deferred submittals for fire sprinkler modifications if any walls are installed/relocated.

Brian Desatnik
Development Services Director

RESOLUTION NO. 1716

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS RECOMMENDING THAT THE CITY COUNCIL APPROVE COMMISSION DETERMINATION NO. 66 CLASSIFYING VETERINARY CLINICS WITH NO OVERNIGHT BOARDING A CONDITIONALLY PERMITTED USE WITHIN THE NEIGHBORHOOD CONVENIENCE CENTER (C-2) DISTRICT.

WHEREAS, Arivia's Animal House, has applied for Commission Determination No. 66 requesting for the Planning Commission to make the determination to allow a veterinary clinic with no overnight boarding as a conditionally permitted use at 1150 Brookside Avenue, Unit U (APN: 0171-402-50-0000) in the Neighborhood Convenience Center (C-2) District; and,

WHEREAS, pursuant to Section 18.12.050 of the Redlands Municipal Code, the Planning Commission is responsible for making recommendations to the City Council on requests seeking the classification of uses that are unlisted in the zoning ordinance; and,

WHEREAS, the proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 because the proposed action applies only to specified activities occurring at existing facilities.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The Planning Commission of the City of Redlands hereby recommends that the City Council determine that the proposed action is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15301 pertaining to existing facilities.

SECTION 2. FINDINGS FOR APPROVAL. In accordance with Section 18.12.040 of the Redlands Municipal Code, the Planning Commission hereby makes the following findings for recommending approval of Commission Determination No. 66:

1. *The use is in conformity with the stated intent and purpose of the zone.*

   Activities involving a veterinary clinic substantially conform to the stated intent and purpose of the Neighborhood Convenience Center (C-2) District, the purpose of the C-2 zoning district is to provide land for commercial purposes which are determined to be desirable to the public convenience and welfare in the location proposed. The proposed use provides medical services for pets in a convenient location for nearby residents within an existing neighborhood commercial center, which is consistent with the intent of the zone.

2. *Field Investigations have disclosed that the subject use and its operation are compatible with the uses permitted in the zone wherein it is proposed to be located.*

   The project site is located within an existing multi-tenant shopping center surrounded by

multi-family and single-family residential uses. No existing or reasonably foreseeable incompatible land uses are located or are anticipated to be established within the vicinity of the project site. Veterinary clinic services with no overnight boarding and within a fully enclosed building do not create undue potential for land use conflicts or nuisances to occur.

3. *The subject use is similar to one or more uses permitted in the zone within which it is proposed to be located.*

   The proposed activity is substantially similar to medical office operations, which are permitted by conditional use permit in the Neighborhood Convenience Center (C-2) District. According to the Municipal Code, medical offices encompass several practices such as dentistry, ophthalmology, and physicians. The proposed animal clinic will provide similar medical services to animal patients. Therefore, the subject use of a veterinary clinic, which will provide medical services for domestic animals is similar to those uses allowed in the Neighborhood Convenience Center (C-2) District.

4. *The subject use will not cause substantial injury to the use of property in any abutting zone.*

   The subject tenant space occupies 3,160 square feet of an existing 44,111 square foot multi-tenant building on a 5.26-acre parcel. The north, east and west sides of the project site abut multi-family residential parcels, and the south side of the project abuts single-family residential parcels. Existing uses within the multi-tenant building include several commercial uses such as insurance offices, restaurants, physical arts studios, a nail salon, a liquor store, and a laundromat. The proposal does not include outdoor activities or overnight animal boarding and will operate in a manner that is substantially similar to the medical clinic previously operated in this location. Therefore. the proposed activity will not cause substantial injury to the use of property in any abutting zone.

SECTION 3. RECOMMENATION FOR APPROVAL. The Planning Commission hereby recommends that the City Council approve Commission Determination No. 66 classifying veterinary clinics with no overnight boarding as a conditionally permitted use within the Neighborhood Convenience Center (C-2) District, based on the findings provided herein.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2025.

_____
Karah Shaw, Chair
Planning Commission

ATTEST:

_____
Katherine Coleson,
Secretary to the Planning Commission

I, Katherine Coleson, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 12th day of August, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Katherine Coleson,
Secretary to the Planning Commission

RESOLUTION NO. 8711

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING COMMISSION DETERMINATION NO. 66 CLASSIFYING VETERINARY CLINICS WITH NO OVERNIGHT BOARDING A CONDITIONALLY PERMITTED USE WITHIN THE NEIGHBORHOOD CONVENIENCE CENTER (C-2) DISTRICT.

WHEREAS, Arivia's Animal House, has applied for Commission Determination No. 66 requesting for the Planning Commission to make the determination to allow a veterinary clinic with no overnight boarding as a conditionally permitted use at 1150 Brookside Avenue, Unit U (APN: 0171-402-50-0000) in the Neighborhood Convenience Center (C-2) District; and,

WHEREAS, pursuant to Section 18.12.050 of the Redlands Municipal Code, the Planning Commission is responsible for making recommendations to the City Council on requests seeking the classification of uses that are unlisted in the zoning ordinance; and,

WHEREAS, on August 12, 2025, the Planning Commission held a public meeting 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; and,

WHEREAS, on August 12, 2025, the Planning Commission recommended that the City Council approve Commission Determination No. 66; and,

WHEREAS, the proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed action (land use interpretation and determination) is exempt from environmental review in accordance with Sections 15061(b)(3) and 15301 of the California Environmental Quality Act Guidelines. Pursuant to Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the land use determination may have a significant effect on the environment, insofar as it would allow for a comparable land use that is similar to those land uses already explicitly listed in the City's zoning regulations (i.e., similar use). Furthermore, even if the proposal is considered a project, the proposed land use determination is categorically exempt under CEQA Guidelines Section 15301 (Existing Facilities) because the proposed land use would be contained within an existing development and existing building. Accordingly, no further environmental review is necessary.

SECTION 2. FINDINGS FOR APPROVAL. In accordance with Section 18.12.040 of the Redlands Municipal Code, the City Council hereby affirms the findings contained in Planning Commission Resolution No. 1716 and makes the following findings for approval of Commission Determination No. 66.

1. *The use is in conformity with the stated intent and purpose of the zone.*

   Activities involving a veterinary clinic substantially conform to the stated intent and purpose of the Neighborhood Convenience Center (C-2) District. The purpose of the C-2 zoning district is to provide land for commercial purposes which are determined to be desirable to the public convenience and welfare in the location proposed. Veterinary clinics without overnight boarding provide medical services for pets and domestic animals in a convenient location for nearby residents within an existing neighborhood commercial center, which is consistent with the intent of the zone.

2. *Field Investigations have disclosed that the subject use and its operation are compatible with the uses permitted in the zone wherein it is proposed to be located.*

   Veterinary clinics and retail services (with no overnight boarding or kennel) located within shopping centers and commercial buildings may be found to be compatible with nearby multi-family and single-family residential uses, subject to a Conditional Use Permit. The C-2 zone currently allows for a variety of businesses for neighborhood residents (including categories of uses such as retail stores, convenience goods, office uses, personal services, personal physical arts studios, restaurants and other eating establishments, and mixed residential and commercial uses). Veterinary clinics and related services (with no overnight boarding) for utilization by the City's residents, during normal daytime business hours, would be expected to be compatible with other uses permitted in the same zone.

3. *The subject use is similar to one or more uses permitted in the zone within which it is proposed to be located.*

   The proposed activity is substantially similar to medical office operations, which are allowable subject to a Conditional Use Permit in the Neighborhood Convenience Center (C-2) District. According to the Municipal Code, medical offices encompass several practices such as dentistry, ophthalmology, and physicians. The proposed veterinary clinic for pets and domestic animals will provide similar medical services to animal patients. Therefore, the similar use as a veterinary clinic (without overnight boarding or kennel) to provide medical services for domestic animals would be similar to other uses allowed in the Neighborhood Convenience Center (C-2) District.

4. *The subject use will not cause substantial injury to the use of property in any abutting zone.*

   Veterinary clinics and related services (with no overnight boarding) located within shopping centers and commercial buildings may be found to be compatible with nearby multi-family and single-family residential uses, subject to a Conditional Use Permit. The review and approval process for a Conditional Use Permit will evaluate each application on its own merits and review each proposal for any potential incompatibility, land use conflicts, or potential nuisances. A Conditional Use Permit includes appropriate conditions of approval to avoid or mitigate any potential land use conflicts or nuisances for a specific land use (either within the same zone or abutting different zones). Therefore, the proposed

use would not be likely to cause substantial injury to the use of property in any abutting zone(s).

SECTION 3. APPROVAL OF COMMISSION DETERMINATION NO. 66. The City Council hereby approves Commission Determination No. 66 classifying veterinary clinics (with no overnight boarding or kennels) as a Conditionally Permitted use within the Neighborhood Convenience Center (C-2) District, based on the findings provided herein.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED, AND APPROVED this 2nd day of September, 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 2nd day September, 2025.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 11.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8712 Annexation No. 28 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (City Planner Foote)

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 proposed project 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. 8712.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8712 declaring intent to annex territory into Community Facilities District No. 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City Council established Community Facilities District No. 2004-1 (CFD) for the purpose of providing certain services which are necessary to meet demands placed upon the City by development. The City Council is being asked to consider Resolution No. 8712, a Resolution of Intention to annex territory into the CFD.

City staff received petitions from KL LB Buy 2, LLC and Tri Pointe Homes IE-SD, Inc. requesting annexation of its properties into the CFD for the maintenance of street trees within the street right-of-way adjacent to Tract Map No. 20473, currently identified as Assessor's Parcel Number 0168-132-05 and as shown on Attachment C. This annexation is for the property bounded by San Bernardino Avenue on the north, Wabash Avenue on the east and Capri Avenue to the south. Tract Map No. 20473 was approved by the City Council on May 7, 2025. The San Bernardino County Assessor has not yet assigned new Assessor's Parcel Numbers to the newly created lots. All the lots are still under the ownership of the project development team. If Resolution No. 8712 is adopted, a public hearing will be scheduled for the City Council meeting on October 7, 2025.

The proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as it has been determined there is no possibility the annexation of the proposed project will result in an environmental impact.

ALTERNATIVES:

City Council may choose not to adopt Resolution No. 8712 and provide staff alternative direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette A. Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Discussion:

There is no financial impact. All costs associated with the annexation are paid by the developer.

Attachments

Resolution No. 8712

Petition

Attachment D - Aerial

RESOLUTION NO. 8712

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 28)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, it is necessary that certain parcels of property be annexed to the Community Facilities District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the current Rate and Method of Apportionment of Special Tax (the "Rate and Method") set forth in Exhibit "B" hereto, requires that Special Tax for all parcels increase annually in accordance with the Los Angeles-Riverside-Orange County Consumer Price Index (the "LRO Index"); and

WHEREAS, the LRO Index no longer exists and has been replaced by the Riverside-San Bernardino-Ontario Consumer Price Index (the "RSO Index"); and

WHEREAS, it is necessary for the Rate and Method to be modified to reference the RSO Index, as the LRO Index no longer exists; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. Name of District. The name of the existing Community Facilities District is "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California."

Section 3. Amendment of Rate and Method. The reference to the "Los Angeles-Riverside-Orange County" Consumer Price Index in Section C of the Rate and Method is hereby replaced with the "Riverside-San Bernardino-Ontario Consumer Price Index." No other portion of the Rate and Method shall be amended.

Section 4. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 5. Description of Territory Proposed To Be Annexed; Annexation Map. The territory which is included in the existing Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 28, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk (the "Annexation Map") and is incorporated herein by this reference.

Section 6. Types of Services; Incidental Expenses; Plan for Providing Services. The services to be provided and financed by the existing Community Facilities District include the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No 28 is proposed to provide maintenance of, including but not limited to, street trees and landscaping within the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Annexation No. 28 property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

Section 7. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 6 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory

proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category C as set forth in Exhibit "B" attached hereto and for Fiscal Year 2025-26, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2026-27 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B". No alteration of the special tax rates to be levied in the existing Community Facilities District, and established annexations, will result from the proposed annexation. The maximum special tax rate in the existing community facilities district, and established annexations, may not be increased as a result of this proceeding to annex property to the Community Facilities District.

Section 8. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of San Bernardino no later than 15 days prior to the date of the hearing specified in Section 9 hereof.

Section 9. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373.

Section 10. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

Section 11. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

(a) If, for each of the 90 days preceding the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law

regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

ADOPTED, SIGNED AND APPROVED this 2nd day of September, 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 of said City at a regular meeting thereof held on the 2nd of September, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ANNEXATION NO. 28 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel No.: 0168-132-05-0000.

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EXHIBIT "B"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS

A Special Tax (the "Special Tax") shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the "District"), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the "Council"), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

"Additional Maintenance" means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, and firebreaks and extensive medians and parkways.

"Additional Maintenance Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

"Basic Maintenance" means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians and street trees and the associated maintenance of bushes, shrubs and ground cover.

"Base Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

"Benefit Unit" means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. Multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

"City" means the City of Redlands.

"Council" has the meaning set forth in the preamble.

"Commercial Property" means any Parcel that is used for the purpose of selling, distributing or furnishing a product or service.

"Development" means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

"District" has the meaning set forth in the preamble.

"Exempt Property" means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space and any other property that cannot be developed.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Industrial Property" means any Parcel that is used for the purpose of manufacturing a product.

"Land Use Category" means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

"Maximum Special Tax Rate(s)" means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

"Multi-family Residential Property" means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

"Parcel" means a lot or Parcel of land that is identified by an Assessor's Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

"Religious Property" means any Parcel used as a place of worship or for other religious activities.

"Single-family Residential Property" means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

"Special Tax Rate Category" means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

"Taxable Property" means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Special Tax Rate Category	Maximum Rates Per Benefit Unit	
	Base Rate	Additional Maintenance Rate
A	$250	$0
B	$250	$100
C	$250	$200
D	$250	$300
E	$250	$400
F	$250	$500
G	$250	$600
H	$250	$700
I	$250	$800
J	$250	$900
K	$250	$1,000
L	$250	$1,100
M	$250	$1,200
N	$250	$1,300
O	$250	$1,400
P	$250	$1,500
Q	$250	$1,600
R	$250	$1,700
S	$250	$1,800
T	$250	$1,900
U	$250	$2,000
V	$250	$2,100
W	$250	$2,200
X	$250	$2,300
Y	$250	$2,400
Z	$250	$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and area of landscaping to be maintained, *i.e.,* Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

PETITION TO THE CITY COUNCIL OF THE CITY OF REDLANDS REQUESTING INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, AND CONSENTING TO THE LEVY OF SPECIAL TAXES TO PAY THE ANNUAL COSTS OF CERTAIN SERVICES (ANNEXATION NO. 28)

1. Tri Pointe Homes IE-SD, Inc., a California corporation and KL LB Buy 2 LLC, a Delaware limited liability company (collectively, the "Owners"), requests that the City Council (the "City Council") of the City of Redlands (the "City") initiate proceedings pursuant to Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act") for the annexation of the property described in Exhibit "A" attached hereto (the "Property") to "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California" (the "CFD") for the purpose of providing for the funding, through the levy of special taxes, of the annual costs of services, including but not limited to, the maintenance of street trees and landscaping within the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Act, in the area of the Property and the CFD.

2. Owners represent to the City Council that they are the owner of all of the Property.

DATED: _____, 2025

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

_____

By: _____

Its: _____

KL LB Buy 2 LLC, a Delaware limited liability company

_____

By: _____

Its: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel No.:

0168-132-05-0000


016809107
E SAN BERNARDINO AVE
016813204
016813203
016813202
016813201
016813205
GRANITE ST
N WABASH AVE
CAPRI AVE
016874181
016813103
016813121
016813123
029801124
029801108
029801123
029801109
029801106
029801110
029801105
029801122
029801111
029801121
029801117
029801103
029801115
029801125
029801116
029801126
029802127
029802117

City Council Meeting **I. 12.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8713 Annexation No. 30 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (City Planner Foote)

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 proposed project 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. 8713.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8713 declaring intent to annex territory into Community Facilities District No. 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City Council established Community Facilities District No. 2004-1 (CFD) for the purpose of providing certain services which are necessary to meet demands placed upon the City by development. The City Council is being asked to consider Resolution No. 8713, a Resolution of Intention to annex territory into the CFD.

City staff received a petition from Meritage Homes of California, Inc. requesting annexation of its property into the CFD for the maintenance of a parking lot, infiltration basin, storm water treatment devices, landscaping, and street trees within lettered lot “I”, lettered lot "F" and street right-of-way adjacent to Tract Map No. 20528, Assessor's Parcel Numbers 0167-061-01 and 0167-061-03 as shown on Attachment C. This annexation is for the properties on the north side of West Pioneer Avenue and East of I-210. Tentative Tract Map No. 20528 was approved by the City Council on December 19, 2023. If Resolution No. 8713 is adopted a public hearing will be scheduled for the City Council meeting on October 7, 2025.

The proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as it has been determined there is no possibility the annexation of the proposed project will result in an environmental impact.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette A. Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Discussion:

There is no financial impact. All costs associated with the annexation are paid by the developer.

Attachments

Resolution No. 8713

Petition

Attachment C - Aerial

RESOLUTION NO. 8713

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 30)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, it is necessary that certain parcels of property be annexed to the Community Facilities District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the current Rate and Method of Apportionment of Special Tax (the "Rate and Method") set forth in Exhibit "B" hereto, requires that Special Tax for all parcels increase annually in accordance with the Los Angeles-Riverside-Orange County Consumer Price Index (the "LRO Index"); and

WHEREAS, the LRO Index no longer exists and has been replaced by the Riverside-San Bernardino-Ontario Consumer Price Index (the "RSO Index"); and

WHEREAS, it is necessary for the Rate and Method to be modified to reference the RSO Index, as the LRO Index no longer exists; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. Name of District. The name of the existing Community Facilities District is "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California."

Section 3. Amendment of Rate and Method. The reference to the "Los Angeles-Riverside-Orange County" Consumer Price Index in Section C of the Rate and Method is hereby replaced with the "Riverside-San Bernardino-Ontario Consumer Price Index." No other portion of the Rate and Method shall be amended.

Section 4. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 5. Description of Territory Proposed To Be Annexed; Annexation Map. The territory which is included in the existing Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 30, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk (the "Annexation Map") and is incorporated herein by this reference.

Section 6. Types of Services; Incidental Expenses; Plan for Providing Services. The services to be provided and financed by the existing Community Facilities District include the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No 30 is proposed to provide maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Annexation No. 30 property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

Section 7. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 6 above and the annual administrative expenses of the City and the Community Facilities District in determining,

apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category B as set forth in Exhibit "B" attached hereto and for Fiscal Year 2025-26, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2026-27 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B". No alteration of the special tax rates to be levied in the existing Community Facilities District, and established annexations, will result from the proposed annexation. The maximum special tax rate in the existing community facilities district, and established annexations, may not be increased as a result of this proceeding to annex property to the Community Facilities District.

Section 8. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of San Bernardino no later than 15 days prior to the date of the hearing specified in Section 9 hereof.

Section 9. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373.

Section 10. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

Section 11. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

(a) If, for each of the 90 days preceding the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California

Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

ADOPTED, SIGNED AND APPROVED this 2nd day of September, 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 of said City at a regular meeting thereof held on the 2nd of September, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ANNEXATION NO. 30 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos.: 0167-061-01-0000 and 0167-061-03-0000.

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EXHIBIT "B"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS

A Special Tax (the "Special Tax") shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the "District"), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the "Council"), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

"Additional Maintenance" means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, and firebreaks and extensive medians and parkways.

"Additional Maintenance Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

"Basic Maintenance" means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians and street trees and the associated maintenance of bushes, shrubs and ground cover.

"Base Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

"Benefit Unit" means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. Multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

"City" means the City of Redlands.

"Council" has the meaning set forth in the preamble.

"Commercial Property" means any Parcel that is used for the purpose of selling, distributing or furnishing a product or service.

"Development" means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

"District" has the meaning set forth in the preamble.

"Exempt Property" means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space and any other property that cannot be developed.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Industrial Property" means any Parcel that is used for the purpose of manufacturing a product.

"Land Use Category" means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

"Maximum Special Tax Rate(s)" means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

"Multi-family Residential Property" means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

"Parcel" means a lot or Parcel of land that is identified by an Assessor's Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

"Religious Property" means any Parcel used as a place of worship or for other religious activities.

"Single-family Residential Property" means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

"Special Tax Rate Category" means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

"Taxable Property" means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Special Tax Rate Category	Maximum Rates Per Benefit Unit	
	Base Rate	Additional Maintenance Rate
A	$250	$0
B	$250	$100
C	$250	$200
D	$250	$300
E	$250	$400
F	$250	$500
G	$250	$600
H	$250	$700
I	$250	$800
J	$250	$900
K	$250	$1,000
L	$250	$1,100
M	$250	$1,200
N	$250	$1,300
O	$250	$1,400
P	$250	$1,500
Q	$250	$1,600
R	$250	$1,700
S	$250	$1,800
T	$250	$1,900
U	$250	$2,000
V	$250	$2,100
W	$250	$2,200
X	$250	$2,300
Y	$250	$2,400
Z	$250	$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and area of landscaping to be maintained, *i.e.,* Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

PETITION TO THE CITY COUNCIL OF THE CITY OF REDLANDS REQUESTING INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, AND CONSENTING TO THE LEVY OF SPECIAL TAXES TO PAY THE ANNUAL COSTS OF CERTAIN SERVICES (ANNEXATION NO. 30)

1. Meritage Homes of California, Inc., a California corporation (the "Owner"), requests that the City Council (the "City Council") of the City of Redlands (the "City") initiate proceedings pursuant to Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act") for the annexation of the property described in Exhibit "A" attached hereto (the "Property") to "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California" (the "CFD") for the purpose of providing for the funding, through the levy of special taxes, of the annual costs of services, including but not limited to, the maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Act, in the area of the Property and the CFD.

2. Owner represents to the City Council that they are the owner of all of the Property.

DATED: _____, 2025

Meritage Home of California, Inc., a California corporation

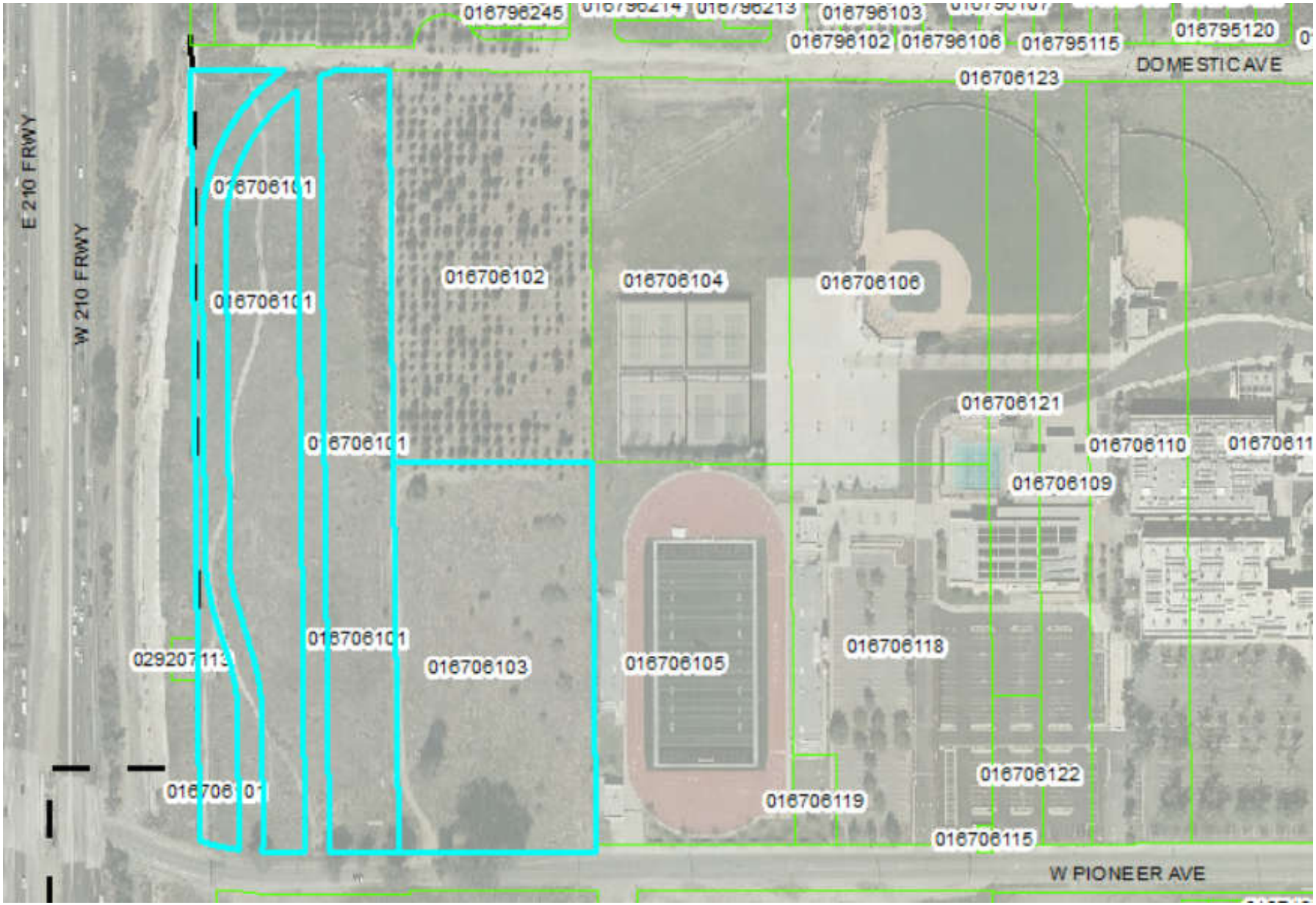
_____

By: Aaron Talarico
Its: Vice President

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos.: 0167-061-01-0000 and 0167-061-03-0000.


016796245
016796214
016796213
016796103
016796102
016796106
016795115
016795120
DOMESTIC AVE
016706123
E 210 FRWY
W 210 FRWY
016706102
016706104
016706106
016706121
016706110
016706109
016706101
016706103
016706105
016706118
016706122
016706119
016706115
W PIONEER AVE

City Council Meeting **I. 13.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $16,505.63 related to the Oktoberfest event hosted by the Redlands Optimist Club on October 4 and October 5, 2025; approve sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that the approval of the Oktoberfest event hosted by the Redlands Optimist Club on October 4 and October 5, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act;

2. I move to authorize the use of city resources and in-kind support in the amount of $16,505.63; and

3. I move to authorize the request for the sale and consumption of alcoholic beverages at the event.

RECOMMENDATION:

Staff recommends that the City Council determine that the Oktoberfest event, scheduled for October 4 and October 5, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council approve the sale and consumption of alcoholic beverages during

the event, and authorize the expenditure of City resources and in-kind support in the amount of $16,505.63, including costs for personnel, equipment, and related services.

DISCUSSION:

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

The Redlands Optimist Club is a registered non-profit organization operating out of the City of Redlands and has held their Oktoberfest event in the City annually since 2010. According to the submitted application, all funds generated will be allocated for future support to the Optimist Club in their work with the youth in the community. It is also stated in the application that the event will bring support to local businesses in downtown Redlands.

The Redlands Optimist Club has reserved Sylvan Park on Saturday, October 4 and Sunday, October 5, 2025 for the Redlands Oktoberfest event. The Optimist Club is requesting in-kind support and departmental resources for this event, including personnel and equipment from the Police and Facilities and Community Services Departments. The Optimist Club is also requesting permission to serve alcohol at the event that will end no later than 8:00 p.m. on Saturday and Sunday. The Optimist Club is a registered non-profit organization operating out of the City of Redlands. The City Council has waived fees for this event in the past as it serves as a public benefit to the community by promoting economic development and tourism within the community. The Optimist Club will be responsible for operating and obtaining the daily license to serve alcohol from the Office of Alcohol Beverage Control.

The City previously approved in-kind support in the amount of $14,061.00 for the 12th annual Oktoberfest event. Redlands Optimist Club has successfully hosted these events, gathering thousands of people at Sylvan Park which is a huge benefit for local businesses.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items

such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support or the sale and consumption of alcohol 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:	2025/26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$16,505.63
Budgeted Y/N:	N

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

Attachments

In-Kind Request
Verification_of_Non-Profit
ABC Permit
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: REDLANDS OKTOBEERFEST

Event Date(s): 10/4 & 10/5 **Location(s):** REDLANDS SYLVAN PARK

Rain Out Date: n/a **Beginning Time:** 11:00 **End Time:** 8:00

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.

WE ARE REQUESTING THE CITY WAIVE THE FEES FOR REQUIRED POLICE OFFICERS AND COST OF PARK RENTAL.

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

- ☐ Traffic (*Personnel, equipment, cones, barricades, no-parking*)
- ☑ Police (*Public Safety Personnel*) — On duty Police during public hours.
- ☐ Fire (*Paramedics, Inspectors*)
- ☑ Parks (*Cleanup Personnel, Ball Field Lights*) — Park Reservation
- ☑ Facility — roll off container

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 — Personnel

Group/Organization Name: REDLANDS OPTIMIST CLUB

Is your Group/Organization a Registered Non-Profit: ☑ Yes ☐ No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? ☑ Yes ☐ No

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

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

Primary Contact Name & Title: ROD SHELFFO CHAIRMAN

Mailing Address: 338 SHERWOOD ST. REDLANDS CA 92373

Phone Number: 909-633-3553 **E-Mail Address:** RSHELFFO@GMAIL.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

WE ARE ABLE TO RAISE FUNDS TO SUPPORT THE OPTIMIST CLUB IN THEIR WORK WITH THE YOUTH IN OUR COMMUNITY.

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

NOT SURE OF ECONOMIC OTHER THAN THE VENDORS AT THE EVENT. AS FAR AS BENEFIT, IT IS ONE OF THE COMMUNITIES LARGEST EVNT.

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	2500	2500	6
Attendance: Non-Residents	500	500	8
Food & Beverage Sales	$60,000	$60,000	
Merchandise Sales			
Ticket/Entrance Fees	$ 15000	$ 15000	
Other			
Total Revenue	$ 75000	$ 75000	

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

Signature: [signature] **Title:** TREASURER

Please Print Your Name: ROD SHELFER **Date:** 6/14/25

To Be Completed by the City of Redlands

Date Received: 06/16/2025 **Received By:** Jaclynn Ramirez

Notes:

City Manager Approval: City Council Approval:

Redlands Optimist Club Foundation Inc.

EIN: | Redlands, California, United States

Other Names

REDLANDS OPTIMIST CLUB FOUNDATION INC

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

- **Tax Year 2018 Form 990-N (e-Postcard)**
- **Tax Year 2017 Form 990-N (e-Postcard)**

- Tax Year 2016 Form 990-N (e-Postcard)
- Tax Year 2015 Form 990-N (e-Postcard)
- Tax Year 2014 Form 990-N (e-Postcard)
- Tax Year 2013 Form 990-N (e-Postcard)

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2022 Form 990
- Tax Year 2021 Form 990
- Tax Year 2020 Form 990EZ

State of California — Department of Alcoholic Beverage Control

DAILY LICENSE APPLICATION

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC district office with the required fee (cashier's check or money order) payable to ABC. Once the daily license is issued, fees cannot be refunded. Listing of ABC district office is available at https://www.abc.ca.gov/contact/district-offices/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name: REDLANDS OPTIMIST CLUB

Tax ID: [redacted]

Organization Mailing Address: PO BOX 1611 REDLANDS CA 92373

LICENSE TYPE

☐ **Special Daily Beer and Wine ($50.00)**
- ☐ Amateur Sports Organization
- ☑ Charitable
- ☐ Civic
- ☐ Cultural
- ☐ Fraternal
- ☐ Political
- ☐ Religious
- ☐ Social
- ☐ Other:

☐ **Daily General ($75.00)**
- ☐ 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 ($100.00)**
- ☐ 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)
10/4 - 10/5 2025	2	11:00 AM To 8:00 PM	☐ Yes ☑ No

Event Address (Street #, Name, and City)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
601 N. UNIVERSITY ST REDLANDS	SYLVAN PARK	☑ Yes ☐ No

Event Type: ☐ Barbeque ☐ Birthday ☐ Concert ☐ Carnival ☐ Dance ☐ Dinner ☐ Festival ☐ Lunch ☐ Mixer ☐ Picnic ☑ Sporting Event ☑ Social Gathering ☐ Wedding ☐ Other:

Type of Entertainment: OOMPA BAND

Estimated Attendance	Security Guard	If Yes, How Many	Event Open to Public	Outdoor Event
3000	☐ Yes ☑ No		☑ Yes ☐ No	☑ 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
ROD SHELFFO	909 633 3553	RSHELFFO@GMAIL.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: ROD SHELFFO	Phone Number: 909 6333553	Signature:	Date Signed: 6/14/25
Property Owner Approval By (Name) Required: Tabitha Crocker	Phone Number:	Signature:	Date Signed: 6/25/25
Law Enforcement Approval By (Name), If applicable: RYAN STEINHAUS	Phone Number: 909 647 8165	Signature:	Date Signed: 7/1/25
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 o 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.**

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)
REDLANDS OPTIMIST CLUB

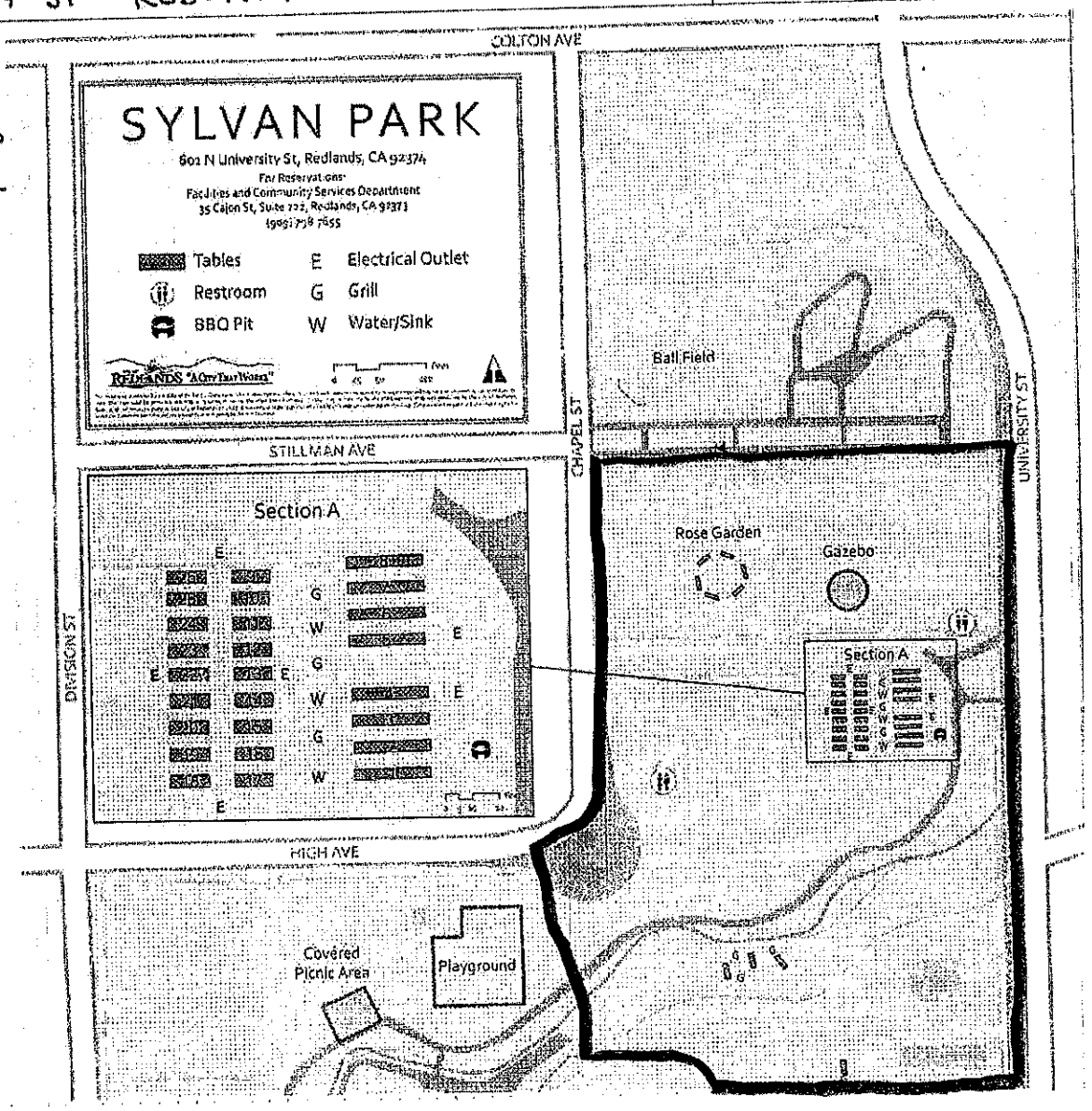
2. LICENSE TYPE
DAILY

3. PREMISES ADDRESS (Street number and name, city, zip code)
601 N. UNIVERSITY ST REDLANDS CA 92373

4. NEAREST CROSS STREET
COLTON

DIAGRAM

PARK SURROUNDED BY FENCING. ALCOHOL CONSUMPTION IS ALLOWED INSIDE THE FENCING.



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
6/14/25

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

ABC-253 (rev. 07/19)

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: REDLANDS OKTOBERFEST

DATE OF EVENT: 10/4 & 10/5 2025 HOURS: 11:00 - 8:00

LOCATION: SYLVAN PARK

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: REDLANDS OPTIMIST CLUB

CONTACT PERSON: ROD SHELFFO PHONE: 909-633-3553

EMAIL: RSHELFFO@GMAIL.COM ADDRESS: 338 SHERWOOD 92373

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☑ NO ☐ PRICE: $10

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $10

TYPE OF ALCOHOL BEING SERVED: BEER ☑ WINE ☑ DISTILLED SPIRITS ☑

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing REDLANDS OPTIMIST CLUB and in consideration of being permitted to conduct the Event, agree that the members/participants of REDLANDS OPTIMIST CLUB shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of REDLANDS OPTIMIST CLUB hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF REDLANDS OPTIMIST CLUB AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 6/14/25 Signature: [signature]

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable): _____

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)	**2025-2026 Amount**	**Type**	**2024-2025 Amount**
Police Personnel[1]	$9,675.00	Hard Cost	$10,080.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$4,500.00	Hard Cost	$2,250.00
Personnel & Equipment Subtotal	**$14,175.00**		**$12,330.00**
Fees Established by City Council Resolution			
Park Reservation	$1,004.00	Soft Cost	$422.00
FCS Equipment	$1,326.63	Soft Cost	$1,309.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$2,330.63**		**$1,731.00**
Total Departmental Charges and Fees	$16,505.63		$14,061.00
	$14,175.00 **$2,330.63** **$16,505.63**	Hard Cost Soft Cost Total	**$12,330.00** **$1,731.00** **$14,061.00**

[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 2025-26 to date:

TABLE 2: FY 2025-26 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$94,667.12	$7,410.00	$0.00	$102,077.12	$102,077.12

City Council Meeting **I. 14.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $45,271.82 related to the Believe Walk event hosted by the Stater Bros. Charities on October 4 and 5, 2025, approve temporary street closures related to the event and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act;
2. I move to authorize the expenditure of city resources and in-kind support in the amount of $45,271.82 related to this event; and
3. I move to authorize the temporary closure of streets during the Believe Walk event to be held on October 4 and 5, 2025.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the 2025 Believe Walk, scheduled from October 4, 2025, through October 5, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly regarding the temporary street closures outlined in the staff report and the expenditure of city resources and in-kind support in the amount of $45,271.82, including costs for personnel, equipment, and related services.

DISCUSSION:

The Facilities and Community Services Department oversees the administration and issuance of permits for special events held in public areas of the City. Permitted events may proceed upon payment of applicable fees. The City recognizes the value of supporting non-profit organizations that offer community benefits and may provide in-kind support, such as City staff, equipment, and facility use, when authorized by City Council. Stater Bros. Charities has reserved Smiley Park and the Lincoln Shrine area for setup starting on Saturday, October 4, 2025, with event activities running from 5:00 a.m. to 10:00 p.m. and the walk scheduled for Sunday October 5, 2025. They are requesting approval for temporary street closures to facilitate the Believe Walk event, including:

- **Eureka Street** (from the Joslyn Senior Center driveway to the Contemporary Club lot):
  Closed from 6:00 a.m. Saturday, October 4, to 5:00 p.m. Sunday, October 5.
- **West Vine Street** (from South 4th Street to Cajon Street):
  Closed from 6:00 a.m. Saturday, October 4, to 5:00 p.m. Sunday, October 5.
- **Additional closures on Sunday, October 5, from 2:00 a.m. to 3:00 p.m.:**
  Orange Street (Citrus Ave to E. Redlands Blvd),
  E. State Street (Orange St to 9th St),
  5th Street (Citrus Ave to E. Redlands Blvd),
  6th and 7th Streets (Citrus Ave to alley north of E. State St),
  Grant Street (Glenwood Dr to Joslyn Center driveway),
  Glenwood Drive at Grant Street,
  4th Street (W. Vine St to First Presbyterian Church driveway).

According to the application, the event aims to raise over $500,000 to support cancer care in the Inland Empire and is expected to attract approximately 10,000 participants to Downtown Redlands, providing both charitable and economic benefit to the City.

Stater Bros. Charities, a non-profit that supports regional causes, focused on hunger relief, health, education, children, veterans, and more. For this year's event, they are requesting in-kind city support valued at $45,271.82, covering Police, Fire, and Facilities and Community Services staff, equipment, and park use. Last year, the City Council approved in-kind support totaling $37,109.50.

The proposed temporary use of public parks and streets for event-related infrastructure (e.g., portable restrooms, food vendors) qualifies as a Class 11 Categorical Exemption under CEQA, pursuant to Section 15311(c), for placement of seasonal or temporary items in public facilities.

ALTERNATIVES:

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

STRATEGIC PLAN:

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

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

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:	2025/26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$45,271.82
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Support Request
Event Maps
Verification of Non-Profit
Street Closure Permit
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: Stater Bros. Charities BELIEVE WALK

Event Date(s): 10/4 - 10/5/25 **Location(s):** REDLANDS Bowl, LINCOLN SHRINE, SMILEY PARK JOCELYN SENIOR CENTER PARKING lot

Rain Out Date: 10/4 - 10/5/25 **Beginning Time:** Attachment "A" **End Time:** "A"

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.

Please see Attachment "A" for reference

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*) — Personnel, Barricades, No Parking signs
- [x] Police (*Public Safety Personnel*) — Personnel
- [x] Fire (*Paramedics, Inspectors*) — Personnel
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — Public Restrooms, Redlands Bowl
- [x] Facility — Jocelyn Senior Center parking lot, Public parking Lincoln SHRINE

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

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

- [x] Other — Contemporary Club Parking lot

Group/Organization Name: Stater Bros. Charities BelieveWalk

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

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

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

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

Primary Contact Name & Title: Tracy Marquez, Believe Walk Director

Mailing Address: 301 S. Tippecanoe Ave. San Bernardino CA 92408

Phone Number: 909-202-2486 **E-Mail Address:** tracy.believewalk@gmail.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

The Believe Walk raises critical funds for local cancer centers and support services that directly impact cancer patients and their families. This years event is expected to draw in 10,000 participants and raise over $500,000 for programs.

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

The Believe Walk attracts 10,000 participants to Redlands. A large scale event such as this size brings new money from outside the local economy that benefit the host city. The city of Redlands is highlighted in the media and printed materials.

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	1862	1725	
Attendance: Non-Residents	8,138	8,001	
Food & Beverage Sales	NO VENDORS	SALES	
Merchandise Sales	1200		
Ticket/Entrance Fees	119,000		
Other	369,000	368,096	
Total Revenue	488,000	486,861	

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

Signature: Tracy V. Marquez **Title:** Believe Walk Director

Please Print Your Name: Tracy Marquez **Date:** 5/28/25

To Be Completed by the City of Redlands

Date Received: 06/11/2025 **Received By:** Jaclyn Ramirez

Notes:

City Manager Approval: City Council Approval:

Believe Walk

Presented by Stater Bros. Charities
& Inland Women Fighting Cancer

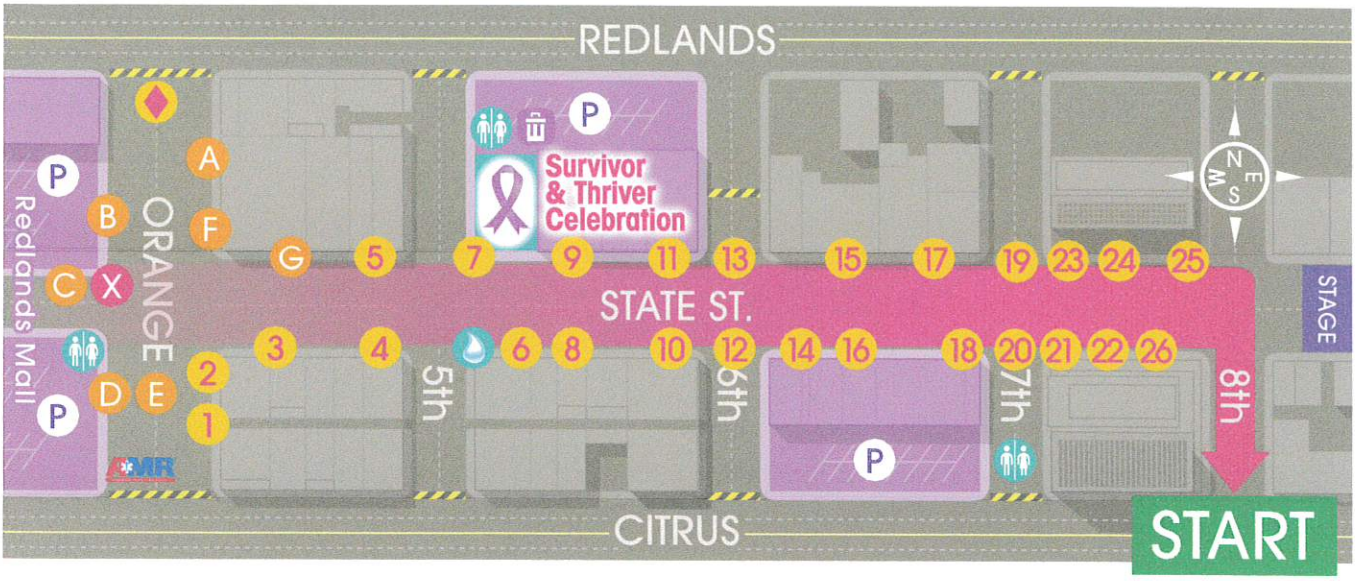
5K ROUTE



Follow PINK ARROWS & MILE MARKERS



PRE-WALK FESTIVITIES MAP



Registration

- A Participant Check-In
- B Walk Marshal Check-In
- C Volunteer Check-In
- D Late Registration
- E Late Registration - Starts Here
- F T-Shirts
- G Bark & Believe

Services

X Solutions · Stater Bros. Water · Restrooms · Trash · P Parking

Attractions

- Diamond T
- 1 Subaru of San Bernardino
- 2 Hot 103.9
- 3 Believe Boutique
- 4 Stater Bros. Produce
- 5 CycleBar Redlands
- 6 Kern County Cancer Foundation
- 7 Megan's Wings
- 8 IE 4 Teal
- 9 Childhood Cancer Foundation of SoCal
- 10 Redlands Fire Department
- 11 Believe Walk Balloons
- 12 Job's Daughters Bethel (#104 Redlands)
- 13 I Walk For...
- 14 89.7 KSGN
- 15 Pink Wings
- 16 esri
- 17 Redlands Teachers Association
- 18 Fighting & Fabulous
- 19 Face Painting (National Charity League)
- 20 Orange Plaza Dentistry
- 21 Dental Center of Colton
- 22 Freedom Homes Realty
- 23 The Venue at Orange
- 24 Top Golf Ontario
- 25 K-Frog 95.1
- 26 Cal State University, San Bernardino

Survivor & Thriver Celebration (Ed Hales Park)

- Beloved Foundation
- Bolthouse/Evolution
- Loma Linda University Cancer Center
- Melissa's
- Michelle's Place Cancer Resource Center
- Molly's Grapes
- Nancy Varner's Healthy Granola
- Survivor Photo Station
- The CARE Project
- The Pink Ribbon Place

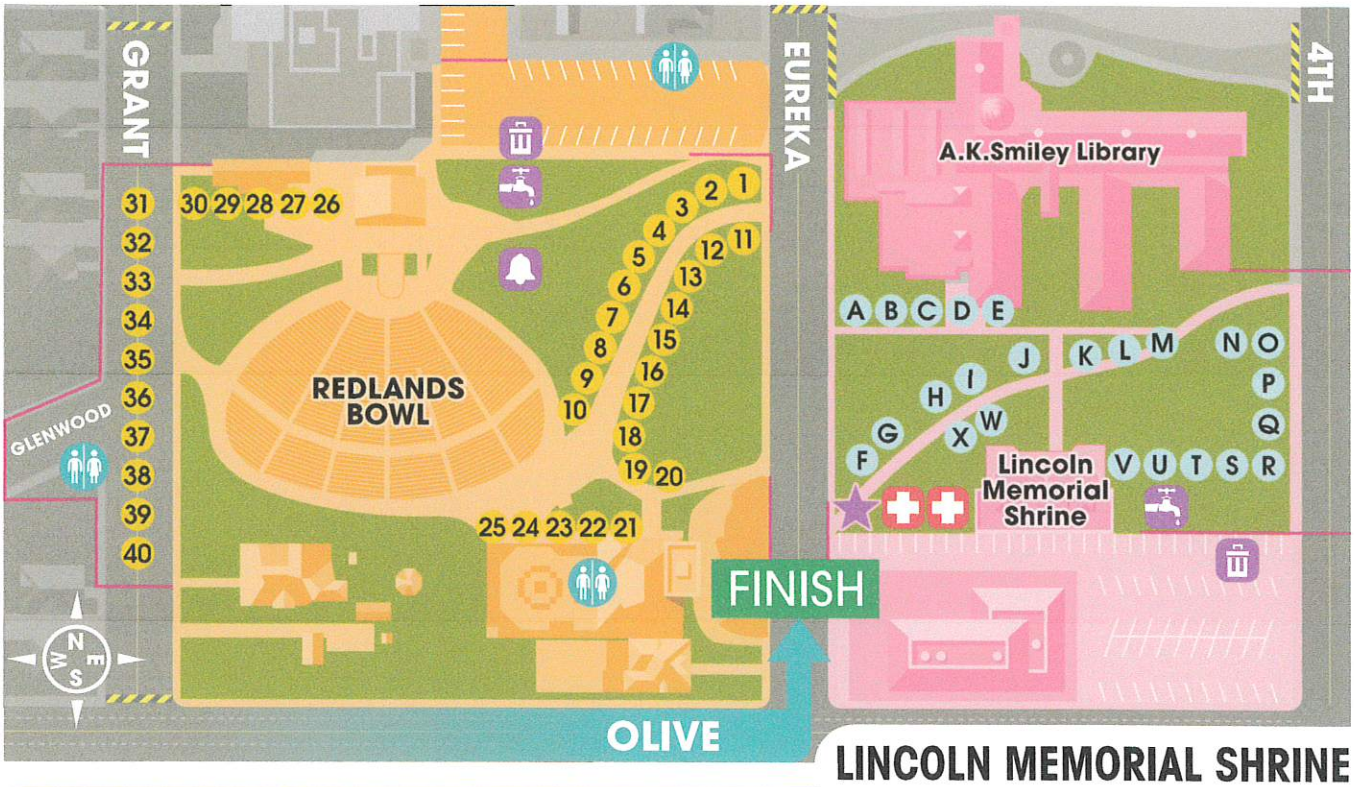
Sponsored by:

LOMA LINDA UNIVERSITY
Cancer Center

Believe Walk
Sustaining Our Environment!

Reduce.
Reuse.
Recycle.

BELIEVE BASH MAP



LEGEND ★ Volunteer Check-In / Lost & Found · First Aid · Restroom · Trash Dumpster · Sink

REDLANDS BOWL

1. Aspire Bakeries
2. Stater Bros. Fresh Cut Fruit
3. FujiSan Sushi
4. Loma Linda University Cancer Center
5. Loma Linda University Cancer Center
6. The Treatment Skin Boutique
7. Frito-Lay
8. PepsiCo
9. PepsiCo
10. Believe Walk Balloons
11. SBM Water & Cake Pops
12. LaSalle Medical
13. Congo Brands
14. RadNet Medical
15. Quaker
16. Gatorade
17. Redlands Police Officers Association
18. Optum of SB
19. Lifeway Foods
20. Naked Juice (Tropicana)
21. Guayaki Yerba Mate
22. Renaissance MD
23. Harmless Harvest
24. That's It
25. Redlands Community Hospital
26. Danone North America
27. Pacific Coast Producers
28. Lactalis Heritage Dairy (Knudsen)
29. Face Painting
30. Face Painting
31. Oscar Meyer Wienermobile
32. Oscar Meyer Wienermobile
33. Oscar Meyer Wienermobile
34. Electrolit
35. San Manuel
36. San Manuel
37. Red Bull
38. Core Power (RCCB)
39. YMCA of the East Valley
40. IE Lighthouse for the Blind

LINCOLN MEMORIAL SHRINE

- A Toyota Arena
- B Blue Buffalo
- C General Mills
- D Keurig Dr Pepper
- E Keurig Dr Pepper
- F Kellanova
- G Becton Dickerson (BD)
- H Country Archer
- I Breast Cancer Solutions
- J Michelle's Place Cancer Resource Center
- K Dignity Health Foundation
- L Riverside University Health Systems
- M Hangar 24 Brewing
- N Alta Dena Dairy
- O SAC Health
- P Reign Energy (Monster Energy)
- Q Krispy Kreme
- R Don Francisco's (Gavina Coffee)
- S Tom Bell Chevrolet
- T Redlands Chrysler Dodge Jeep Ram
- U SoCal News Group
- V Teamsters 1932
- W LaCroix Sparking Water
- X South Coast Winery

Stater Bros Charities

EIN: | Sn Bernrdno, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2022 Form 990
- Tax Year 2021 Form 990
- Tax Year 2019 Form 990
- Tax Year 2018 Form 990
- Tax Year 2017 Form 990
- Tax Year 2016 Form 990
- Tax Year 2015 Form 990

Event: 2025 Believe Walk Date: 10-05-2025

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: Stater Bros. Charities Believe Walk

To close (street names) Orange, State, 5th-9th streets from- Redlands Blvd. to Citrus Ave./ Eureka, Grant & 4th Streets from Vine to Olive

Between (street names) _____

Day & date 10/4-5/25 **Event times -** from (time) Sat 8:00 ☑ am ☐ pm to (time) Sun 3:00 ☐ am ☑ pm

Address of Applicant: 301 S. Tippecanoe Ave. San Bernardino CA 92408 Phone No: 909-202-2486

Signature of Applicant: Tracy V. Marquez Applicant Name (print): Tracy Marquez

Condition(s);**set up & clean up time required**: Set Up starting Saturday, 10-4-25, 8:00 a.m. and Clean Up/Break Down starting Sunday, 10-5-2025, 9:00 a.m. to 3:00 p.m.

Event Description: The Believe Walk is a 5K fundraising event that raises funds for cancer centers and cancer support programs in the Inland Empire and Southern CA

FOR OFFICE USE ONLY

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

1. _____ Chief of Police — Date 06/16/25
2. _____ Municipal Utilities & Engineering Department — Date 6 17 25
3. _____ Facilities & Community Services Department — Date 6/13/25
4. _____ Risk Management Division — Date 6/17/25

Street Closure time: From 10/4/25 @6 ☒ am ☐ pm To 10/5/25 @5 ☐ am ☒ pm

Staff Notes:

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)	**2025-2026 Amount**	**Type**	**2024-2025 Amount**
Police Personnel[1]	$31,914.00	Hard Cost	$29,778.00
Fire Personnel[1]	$1,892.82	Hard Cost	$2,700.00
Facilities & Community Services Personnel[1]	$5,850.00	Hard Cost	$3,937.50
Personnel & Equipment Subtotal	**$39,656.82**		$36,415.50
Fees Established by City Council Resolution			
Park Reservation	$215.00	Soft Cost	$94.00
FCS Equipment	$4,800.00	Soft Cost	$0.00
Fire Equipment	$600.00	Soft Cost	$600.00
Fees Subtotal	**$5,615.00**		**$694.00**
Total Departmental Charges and Fees	**$45,271.82**		$37,109.50
	$39,656.82 **$5,615.00** **$45,271.82**	Hard Cost Soft Cost Total	**$36,415.50** **$694.00** **$37,109.50**

[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 2025-26 to date:

TABLE 2: FY 2025-26 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$94,667.12	$7,410.00	$0.00	$102,077.12	$102,077.12

City Council Meeting **I. 15.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support of $900.00 related to the Resident Expo hosted by the Redlands Visitor Center on October 11, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize the expenditure of city resources, in-kind support, and temporary street closure related to this event.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the Resident Expo Event, scheduled for October 11, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly regarding the temporary street closures outlined in the staff report and the expenditure of city resources and in-kind support in the amount of $900.00, including costs for personnel, equipment, and related services.

DISCUSSION:

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

The non-profit organization, Redlands Visitor Center, has hosted other events in Redlands and is requesting to hold the Resident's Expo event on Saturday, October 11th. The Redlands Visitor Center is a 501(c) organization that intends to use this event as a tool for residents to be able to speak to local contractors, plumbers, and all home-related trades.

The City Council has approved commercial activity within a city street for non-profit events in the past. Therefore, the Council's approval is needed for this request. Should the City Council elect to approve the event, the following conditions of approval will apply: the event will be held on Fifth Street from Citrus Street and State Street on October 11, 2025; all commercial vendors shall have a current City of Redlands business license to participate in the event; and the event shall comply with all County of San Bernardino Health Department regulations.

This year will mark the 4th annual event hosted by the Redlands Visitor Center, which gathers over 200 residents in the middle of downtown Redlands. According to the application, this event is focused on bringing awareness to the residents and homeowners in Redlands, which also brings profit and support to local businesses located in the City of Redlands. As part of this event, the applicant is requesting the closure of 5th Street between E. State Street and Citrus Avenue, from the hours of 7:00 a.m. to 3:00 p.m.

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

ALTERNATIVES:

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

STRATEGIC PLAN:

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

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services 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:	$900.00
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

In-Kind Request
Event Map
Verification of Non-Profit
Street Closure Permit
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: Resident Expo

Event Date(s): 10/11/25 **Location(s):** Fifth Street

Rain Out Date: NA **Beginning Time:** 8:00 am **End Time:** 1:00pm

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.

We are setting up 40 banquet tables for resident related vendors and an area for DIY home projects.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* barriers
- [ ] Police (*Public Safety Personnel)*
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] 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.

- [x] Other Barriers on 5th at: Citrus alley access, and State st.

Group/Organization Name: Redlands Visitor Center

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 84-5130303

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

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

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

Primary Contact Name & Title: Deborah Ohara President

Mailing Address: 14 N. Fifth Street Redlands Ca 92373

Phone Number: 909.721.1399 **E-Mail Address:** deborah@RedlandsVisitorCent

Updated 6/2021

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

Positive outcomes for your organization from this

Residents were able to speak to contractors, plumbers, and all home related trades.

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

All vendors reside in Redlands and all taxes collected from their services.

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	75-125	65	40
Attendance: Non-Residents	25	20	0
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	0	0	0
Other			
Total Revenue	0		

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

Signature: [signature] **Title:** Board President

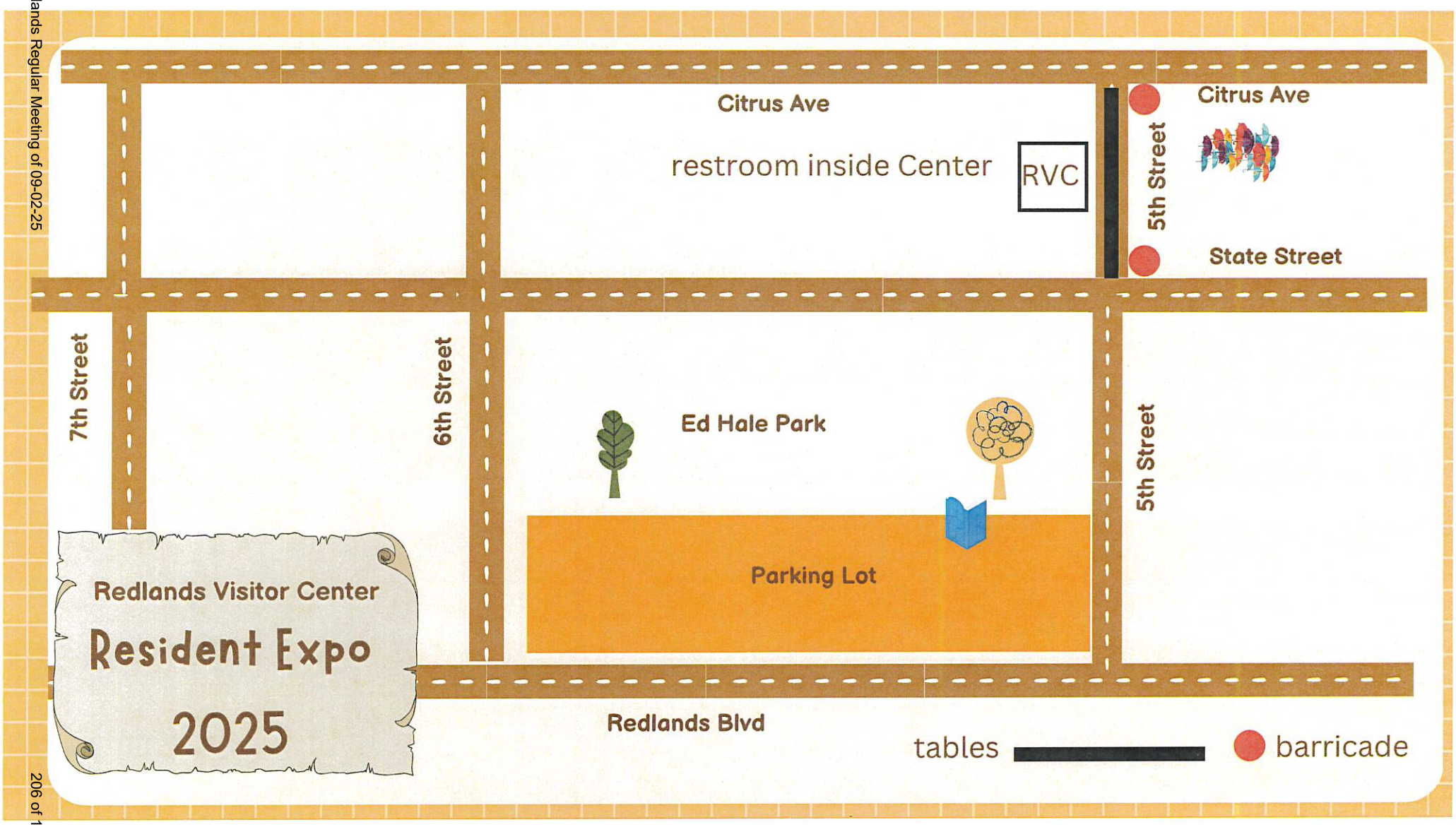
Please Print Your Name: Deborah Ohara **Date:** 10/11/25

To Be Completed by the City of Redlands

Date Received: 04/03/2025 **Received By:** Jaclyn. Ramirez

Notes:

City Manager Approval: City Council Approval:


Citrus Ave
restroom inside Center
RVC
5th Street
Citrus Ave
State Street
7th Street
6th Street
Ed Hale Park
5th Street
Parking Lot
Redlands Visitor Center
Resident Expo
2025
Redlands Blvd
tables
barricade

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
12/13/2021
Employer ID number:

Person to contact:
Name: Harold J Fodor
ID number: 31675
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 3, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053593004921

REDLANDS VISITOR CENTER
14 NORTH 5TH STREET
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.

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

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Event: Resident Expo Date: 10/11/20

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 Visitor Center

To close (street names) Fifth Street

Between (street names) Citrus & State Street

Day & date 10/11/25 **Event times -** from (time) 9 ☑ am ☐ pm to (time) 1 ☐ am ☑ pm

Address of Applicant: 14 N. Fifth Street Redlands Ca 92373 Phone No: 909.721.1399

Signature of Applicant: _____ Applicant Name (print): Deborah Ohara

Condition(s);**set up & clean up time required**: 8am-2pm

Event Description: Resident resource fair for home owners and renters.

FOR OFFICE USE ONLY

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

1. _____ Chief of Police — 4/16/2025 Date
2. _____ Municipal Utilities & Engineering Department — 4/14/25 Date
3. _____ Facilities & Community Services Department — 4/14/2025 Date
4. _____ Risk Management Division — 5/1/25 Date

Street Closure time: From 7 ☒ am ☐ pm To 3 ☐ am ☒ pm

Staff Notes:

CITY STAFF WILL ERECT & REMOVE STREET CLOSURE.

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

Departmental Charges (Personnel & Equipment)	**2024-2025 Amount**	**Type**	**2023-2024 Amount**
Police Personnel[1]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$900.00	Hard Cost	$0.00
Personnel & Equipment Subtotal	**$900.00**		$0.00
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$0.00**		**$0.00**
Total Departmental Charges and Fees	**$0.00**		$0.00
	$900.00 **$0.00** **$900.00**	Hard Cost Soft Cost Total	**$0.00** **$0.00** **$0.00**

[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	$34,877.30	$0.00	$435,125.00	$435,125.00

City Council Meeting **I. 16.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $7,234.00 related to the Downtown Redlands Artwalk event hosted by the Kid's Cure's Foundation on October 19, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker).

MOTION(S):

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

1. I move that the City Council determine that the approval of the Downtown Redlands Artwalk event hosted by the Kid's Cure Foundation on October 19, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to authorize the use of city resources and in-kind support in the amount of $7,234.00 and the temporary street closures associated with the Downtown Redlands Artwalk event to be held on October 19, 2025.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the DTR Artwalk event, scheduled for October 19, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommend that the City Council direct staff accordingly regarding the temporary street closures outlined in the staff report and the expenditure of city resources and in-kind support in the amount of $7,234.00, including costs for personnel, equipment, and related services.

DISCUSSION:

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

The Kid's Cures Foundation has reserved Ed Hales Park for Sunday, October 19, 2025, for the Downtown Redlands Artwalk event. They are requesting approval to temporarily close East State Street from Orange Street to 7th Street and 5th Street from Redlands Boulevard to Orange Street Alley, for the event, from 8:00 a.m. to 7:00 p.m. Additionally, they are requesting in-kind support in the amount of $7,234.00 for departmental resources, including police personnel, and the reservation at Ed Hales Park. The Kid's Cure Foundation anticipates an attendance of 2,500 people and the presence of 50 vendors.

In 2024, the City Council approved an in-kind support request for $6,848.00 relating to the Downtown Redlands Artwalk event hosted by the Kid's Cures Foundation. The Kid's Cures foundation is a non-profit organization operating out of the City of Beaumont, CA. This event qualifies for a categorical exemption under Section 15311(c) of the CEQA Guidelines. This section exempts minor temporary uses of land, such as seasonal or short-term placement of mobile food units, portable restrooms, or similar structures in publicly owned facilities designed for public use.

ALTERNATIVES:

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

STRATEGIC PLAN:

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

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

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:	2025/26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$7,234.00
Budgeted Y/N:	N

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

Attachments

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

City of Redlands

In-Kind Support Request

Event Name: Downtown Redlands Artwalk

Event Date(s): October 19, 25 **Location(s):** State st (Orange to 7th) Ed Hales

Rain Out Date: n/a **Beginning Time:** 9:00 am **End Time:** 7:00 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.

Looking to bring back the official DTR Artwalk we have held for many years. We are planning on including car, motorcycle section with this event, Live music. Jacks Toys will have an area for children. Other business owners are excited to be apart of this event.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*) — no parking signs, barricades
- [ ] Police (*Public Safety Personnel*)
- [ ] Fire (*Paramedics, Inspectors*)
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — Ed hales park Reservation.
- [ ] 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.

- [x] Other — 1 ADA Port-a-potty and 1 hand wash station.

Group/Organization Name: Kid's Cures foundation

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

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

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

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

Primary Contact Name & Title: Jeff Platt, President

Mailing Address: 906 Beaumont Ave, Beaumont CA. 92223

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

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

A commitment to bring funds to help support kids to show them how art is therapeutic. The organization provides gifts to children during the holidays.

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

This event will bring residents to the down town Redlands area where it will benefit local business.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1500	1500	25
Attendance: Non-Residents	1000	1000	25
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	N/A	N/A	N/A
Other			
Total Revenue	2500	2500	50

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

Signature: Jessie Klaas **Title:** main event coordinator

Please Print Your Name: Jessie Klaas **Date:**

To Be Completed by the City of Redlands

Date Received: 06/24/25 **Received By:** Jackyne Ramirez

Notes:

City Manager Approval: City Council Approval:

Kids Cures Foundation

[redacted] Beaumont, California, United States

Other Names

OPERATION KIDZ KOMFORT

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

- FinalLetter_26-3909923_OPERATIONKIDZKOMFORT_10132009_01.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_26-3909923_OPERATIONKIDZKOMFORT_10132009_01.tif]
- FinalLetter_26-3909923_OPERATIONKIDZKOMFORT_10132009_02.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_26-3909923_OPERATIONKIDZKOMFORT_10132009_02.tif]

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Year 2010 Form 990-N (e-Postcard)

Tax Period:
2010 (01/01/2010-12/31/2010)

EIN:
[redacted]

Organization Name (Doing Business as):
OPERATION KIDZ KOMFORT

Mailing Address:
906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Principal Officer's Name and Address:
SHANNON C SMITH

906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:

Tax Year 2009 Form 990-N (e-Postcard)

Tax Period:
2009 (01/01/2009-12/31/2009)

EIN:
[redacted]

Organization Name (Doing Business as):
OPERATION KIDZ KOMFORT

Mailing Address:
906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Principal Officer's Name and Address:
SHANNON C SMITH

906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Gross receipts not greater than:

$50,000

Organization has terminated:
No

Website URL:

Tax Year 2008 Form 990-N (e-Postcard)

Tax Period:
2008 (01/01/2008-12/31/2008)

EIN:
[redacted]

Organization Name (Doing Business as):
OPERATION KIDZ KOMFORT

Mailing Address:
906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Principal Officer's Name and Address:
SHANNON C SMITH

906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2019 Form 990

- Tax Year 2018 Form 990
- Tax Year 2017 Form 990
- Tax Year 2016 Form 990
- Tax Year 2016 Form 990
- Tax Year 2015 Form 990
- Tax Year 2015 Form 990R

Event: Downtown Redlands Artwalk Date: 10/19/25

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: Jessie.Klaas

To close (street names) State Street

Between (street names) Orange to 7th St.

Day & date 10/19/25 **Event times -** from (time) 12 ☐ am ☒ pm to (time) 6 ☐ am ☒ pm

Address of Applicant: 35015 Nickalaus Nook. Phone No: _____

Signature of Applicant: Jessie Klaas Applicant Name (print): Jessie Klaas

Condition(s);**set up & clean up time required**: _____

Event Description: _____

FOR OFFICE USE ONLY

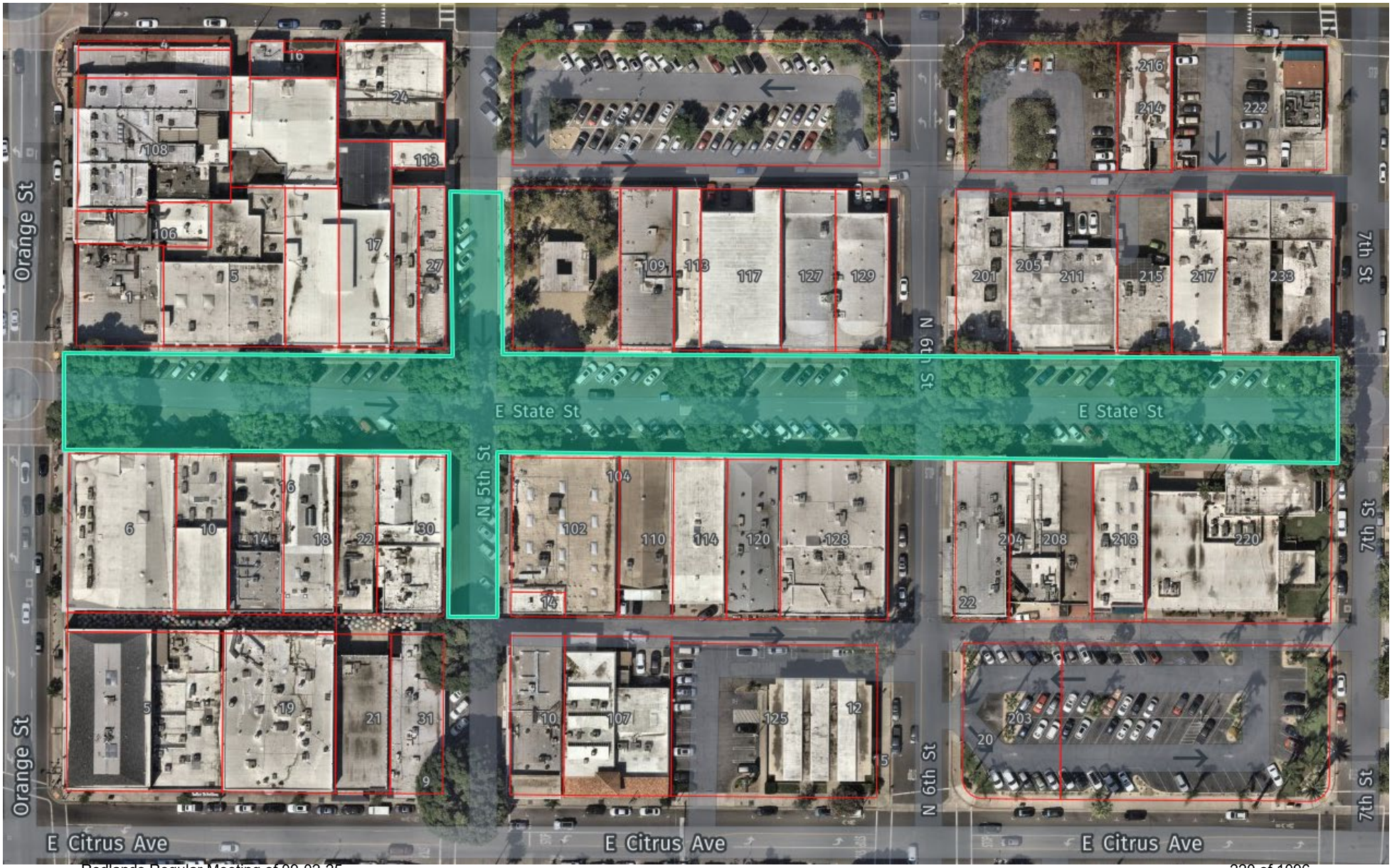
This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — 7/1/25 Date
2. _____ Municipal Utilities & Engineering Department — 7/4/25 Date
3. _____ Facilities & Community Services Department — 6/24/25 Date
4. _____ Risk Management Division — 7/3/25 Date

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

Staff Notes:

DTR Artwalk Street Closure



In anticipation of the City Council's consideration of this request, staff have 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)	**2025-2026 Amount**	**Type**	**2024-2025 Amount**
Police Personnel[1]	$5,200.00	Hard Cost	$4,864.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,800.00	Hard Cost	$1,200.00
Personnel & Equipment Subtotal	**$7,000.00**		**$6,064.00**
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	$94.00
FCS Equipment	$140.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$234.00**		**$94.00**
Total Departmental Charges and Fees	**$7,234.00**		$6,848.00
	$7,000.00 **$234.00** **$7,234.00**	Hard Cost Soft Cost Total	**$6,064.00** **$94.00** **$6,848.00**

[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 2025-26 to date:

TABLE 2: FY 2025-26 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$94,667.12	7,410.12	$0.00	$102,077.12	$102,077.12

City Council Meeting **I. 17.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $14,648.00 related to the Dog Jog event hosted by the Redlands Chamber of Commerce on October 26, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

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

2. I move to approve the expenditure of city resources, in-kind support in the amount of $14,648.00 and the temporary street closures related to this event.

RECOMMENDATION:

Staff recommends that the City Council authorize the request for in-kind support in the amount of $14,648.00 and approve the temporary street closures; and determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department oversees the permitting and administration of public special events. Permits are issued contingent upon required fees being paid by the event organizer. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of city equipment, staff, and facilities for special events. The Redlands Chamber of Commerce, a local non-profit organization, is requesting in-kind support, including Police and Facilities & Community Services personnel, equipment, and waiver of fees for reservations at Ed Hales Park and Smiley Park. The total estimated value of the requested in-kind support is $14,648.00. Proceeds from event registration and sponsorships will benefit the Chamber and its efforts to support local businesses and community initiatives. The Dog Jog will begin at Ed Hales Park on E. State Street and finish on Eureka Street, near the Redlands Bowl. The Chamber is requesting the following temporary street closures for the event route:

- E. State St. between Orange St. and 6th St.
- 5th St. between Citrus Ave. and Redlands Blvd.
- Brookside Ave. between Eureka St. and Center St.
- Eureka St. between Brookside Ave. and the Redlands Bowl
- Center St. between Brookside Ave. and Glenwood Dr.
- 4th St. between the A.K. Smiley Public Library and the Lincoln Shrine

Driveway access to parking lots will remain open during the event. The Redlands Police Department will provide traffic control as needed through rolling closures. E. State Street and 5th Street will reopen by 11:00 a.m., and all other closures will be lifted as participants complete the course, with no closures expected beyond 3:00 p.m. The City previously approved $11,948.00 in in-kind support for the 7th annual Dog Jog event. The Chamber has a strong track record of hosting successful community events, bringing hundreds of attendees to the downtown area. This event qualifies for a categorical exemption from CEQA review under Section 15311(c) of the CEQA Guidelines, which applies to temporary or minor use of land having negligible or no permanent effects, including temporary placement of mobile food units, portable restrooms, or similar facilities in public parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support or street closures and provide alternative direction to staff.

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:	N
Appropriation Required Y/N:	N
Amount:	$14,648.00
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

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

City of Redlands

In-Kind Support Request

Event Name: Redlands Chamber Dog Jog

Event Date(s): 10/26/25 **Location(s):** Ed Hales Park, Event Route, Smiley Park

Rain Out Date: N/A **Beginning Time:** 9AM **End Time:** 1PM

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.

We are requesting various street closures to be held, including a rolling closure, along a PD approved route. We are also requesting access to electricity/outlets at both Ed Hales and Smiley Park, and trash cans to be set up and picked up along the route to avoid littering. Necessary attachments will be included.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Personnel, barricades, no-parking signs, and a signboard on State and Orange
- [x] Police (*Public Safety Personnel*) — Public Safety Personnel
- [x] Fire (*Paramedics, Inspectors*) — On-site first-aid if necessary
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — 20 trash bins, electricity at Ed Hales & Smiley Parks
- [ ] 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

Group/Organization Name: Redlands Chamber of Commerce

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

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

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

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

Primary Contact Name & Title: Evan Sanford, Executive Director

Mailing Address: 47 N. First St., Redlands, CA 92373

Phone Number: 909-793-2546 **E-Mail Address:** director@redlandschamber.org

Updated 6/2021

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

Positive outcomes for your organization from this

The Dog Jog allows the chamber to engage parts of the business community that aren't normally involved with Chamber events. We're able to provide marketing opportunities, vendor opportunities and allow for more businesses to get involved. The Chamber is also able to engage the local residents about the business community through this event.

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

The Dog Jog allows the Chamber to raise funds for the Redlands Animal Shelter by donating 50% of all ticket sales directly to the shelter. This events shows off the community by taking attendees through Historic Downtown, and some of the oldest neighborhoods in the area. It brings in people from all over the Inland Empire and ends at a time and in a location that encourages people to shop, eat, and relax at local spots.

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	500	400	36
Attendance: Non-Residents	100	50	0
Food & Beverage Sales	$0	$0	4
Merchandise Sales	$0	$0	0
Ticket/Entrance Fees	$25/ticket	$25/ticket	Varies
Other	$0	$0	$0
Total Revenue	$10,000	$15,000	$0

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

Signature: Evan Sanford **Title:** Executive Director

Please Print Your Name: Evan Sanford **Date:** 4/4/2025

To Be Completed by the City of Redlands

Date Received: 4/10/2025 **Received By:** Jaclyn. Ramirez

Notes:

City Manager Approval: City Council Approval:

MAPMYRUN
POWERED BY Outside

SMALL DOG ROUTE

0.93 mi	21 ft	Run
Distance	Elevation Gain	Activity Type

Notes

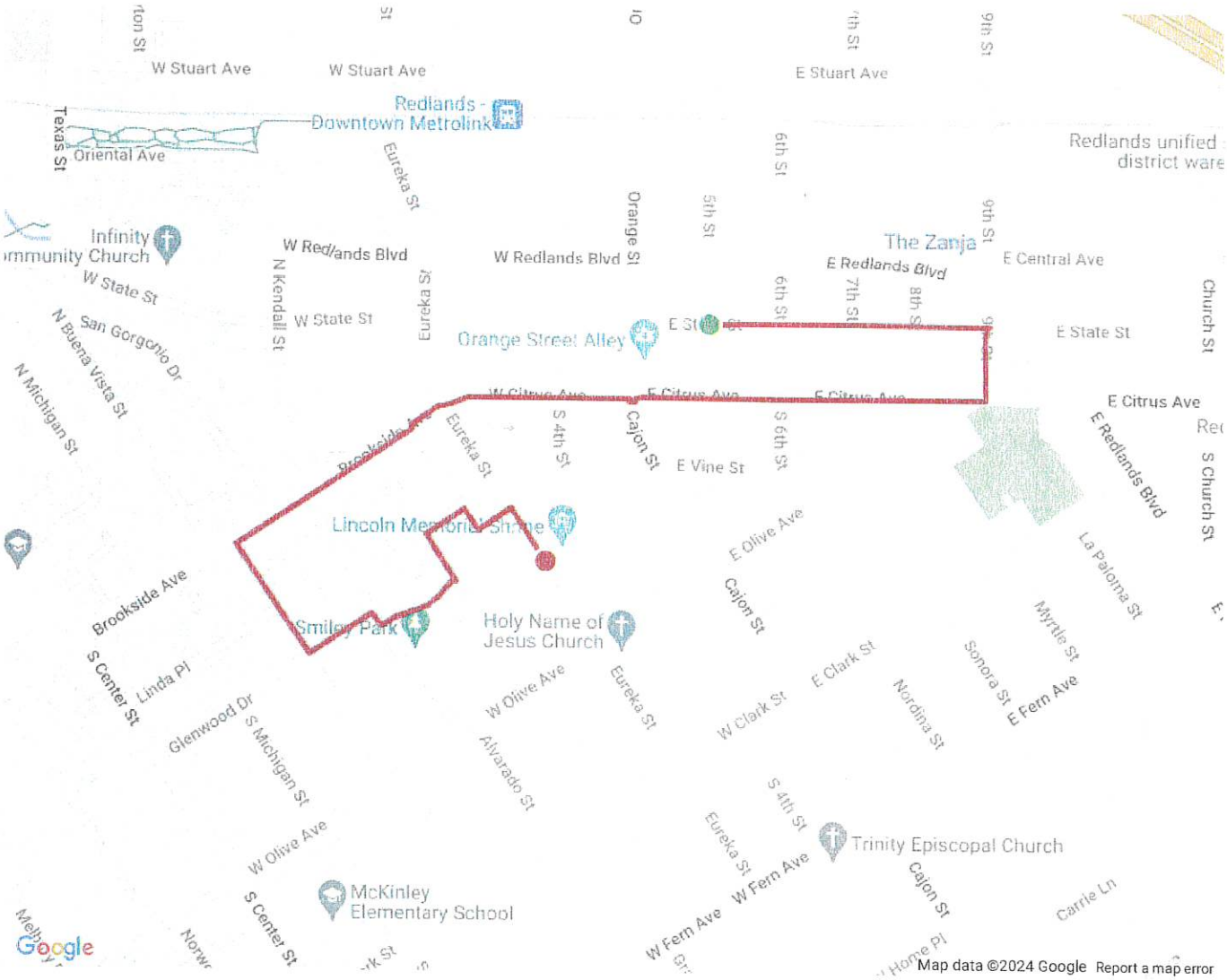


MAPMYRUN
POWERED BY Outside

LARGE DOG ROUTE

1.47 mi	40 ft	Run
Distance	Elevation Gain	Activity Type

Notes



REDLANDS CHAMBER OF COMMERCE

EIN: | United States

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2022 Form 990O**
- **Tax Year 2021 Form 990O**
- **Tax Year 2020 Form 990EO**
- **Tax Year 2019 Form 990O**
- **Tax Year 2018 Form 990O**
- **Tax Year 2017 Form 990O**
- **Tax Year 2016 Form 990O**

Event: 2025 Dog Jog Date: 10/26/25

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 Chamber of Commerce

To close (street names) E. State St.; Brookside Ave; Eureka St; 4th St.

Between (street names) Orange & 6th; Eureka & Center; Brookside & Redlands Bowl; Library & Shrine

Day & date 10/26/25 **Event times -** from (time) 9 ☑ am ☐ pm to (time) 1 ☐ am ☑ pm

Address of Applicant: 47 N. First St., Redlands, CA 92373 Phone No: 909-793-2546

Signature of Applicant: Evan Sanford Applicant Name (print): Evan Sanford

Condition(s);**set up & clean up time required:** E. State Street between Orange St. & 6th St (6am-9:30am)

Brookside Ave. between Eureka St. & Center St. (9am-10:30am); Eureka St. between Brookside Ave. & The Redlands Bowl (7AM-1:15PM); 4th St. between the Library & the Shrine (7AM-1:15PM)

Event Description: The Dog Jog is a family and pet-friendly event that starts in Downtown Redlands. Participants check-in at Ed Hales Park and then either walk, jog, or run to Smiley Park. At Smiley Park, participants are met with food vendors, business vendors, demonstrations, activities, a costume contest and more!

FOR OFFICE USE ONLY

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

1. _____ Chief of Police — 6/16/25 Date
2. _____ Municipal Utilities & Engineering Department — 6/17/25 Date
3. _____ Facilities & Community Services Department — 6/13/25 Date
4. _____ Risk Management Division — 6/17/25 Date

Street Closure time: From 6 ☒ am ☐ pm To 3 ☐ am ☒ pm

Staff Notes:

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)	**2025-2026 Amount**	**Type**	**2024-2025 Amount**
Police Personnel[1]	$10,680.00	Hard Cost	$9,060.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$3,600.00	Hard Cost	$2,888.00
Personnel & Equipment Subtotal	**$14,460.00**		$11,948.00
Fees Established by City Council Resolution			
Park Reservation	$188.00	Soft Cost	$0.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$0.00**		**$0.00**
Total Departmental Charges and Fees	**$188.00**		$0.00
	$14,460.00 **$188.00** **$14,648.00**	Hard Cost Soft Cost Total	**$11,948.00** **$0.00** **$11,948.00**

[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 2025-26 to date:

TABLE 2: FY 2025-26 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$94,667.12	7,410.00	$0.00	$102,077.12	$102,077.12

City Council Meeting **I. 18.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve two limited-term Building Maintenance Worker (Painter) positions within the Building Maintenance Division for a term not-to-exceed 15 months (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move to approve two limited-term Building Maintenance Worker (Painter) positions within the Building Maintenance Division, for a term not-to-exceed 15 months;

RECOMMENDATION:

Staff recommends City Council approve two limited-term Building Maintenance Worker (Painter) positions within the Building Maintenance Division, for a term not-to-exceed 15 months.

DISCUSSION:

The Building Maintenance Division is responsible for the maintenance and upkeep of more than 500,000 square feet of buildings that function to support all the City's operations and programs.

The aging infrastructure of the City's buildings requires significant resources and time to ensure the proper function and safety of these spaces. Currently, there are a number of deferred painting projects that need to be completed to prevent potential damage or deterioration and maintain the visual appeal of the City's properties.

The addition of two limited-term Building Maintenance Worker (Painter) positions through the end of the 2025/26 fiscal year will allow the Building Maintenance Division to address different painting projects throughout the City and ensure the longevity of the properties while also enhancing the visual appeal to the community.

ALTERNATIVES:

City Council may deny the request for the limited-term positions.

STRATEGIC PLAN:

Supports Priority D Objective 3 - Infrastructure

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services 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
Robert Meteau, Human Resources/Risk Management Director

PREPARED BY:
Don Craw, Senior Manager, Facilities and Community Services Director

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Fiscal Impact

Fiscal Year:	2024/2026
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$251,334
Budgeted Y/N:	Y
Account No.:	Multiple
Discussion:	

Sufficient funds for the proposed positions are included in the Facilities and Community Services Department budget and will be allocated across all FCS divisions based on the specific needs of their corresponding facilities. The fully burdened monthly cost of a Limited-Term Building Maintenance Worker (Painter) position is $8,378. The total cost for two positions over the 15-month period will not exceed $251,334. Funding distribution will be managed to ensure that resources are directed to support the painting projects identified by the Building Maintenance Division while maintaining balanced support for other operational priorities within the department.

City Council Meeting **I. 19.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the Department of Homeland Security, Federal Emergency Management Agency 2024 Emergency Management Performance Grant award in the amount of $16,460, and authorize an additional appropriation for the same (Fire Chief Sessler)

MOTION(S):

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

I move that the City Council accept the Federal Emergency Management Agency 2024 Emergency Management Performance Grant in the amount of $16,460, and authorize an additional appropriation for the same.

RECOMMENDATION:

Staff recommends that the City Council accept the Federal Emergency Management Agency 2024 Emergency Management Performance Grant in the amount of $16,460 and authorize an additional appropriation for the same.

DISCUSSION:

The purpose of the Emergency Management Performance Grant (EMPG) is to sustain and improve comprehensive emergency management programs at the state, tribal, and local levels for all man-made and natural disasters through the prevention, mitigation, response, and recovery of all hazardous events.

The acceptance of the grant award will assist with the partial salary of the Emergency Operations Specialist position in the Fire Department's Emergency Operations Division. The position assists with emergency plan development and updating the Community Emergency Response Team (CERT) Program, Emergency Operations Center (EOC) activations, as well as

citywide National Incident Management System (NIMS) training.

ALTERNATIVES:

City Council may choose to not accept the Emergency Management Performance Grant at this time and provide alternate direction.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Esther Martinez, Emergency Operations Specialist

Fiscal Impact

Fiscal Year:	2025-2026
Revenue Generating:	Y
Appropriation Required Y/N:	Y
Amount:	16460
Budgeted Y/N:	No
Account No.:	200250

Discussion:

There is no fiscal impact on the City in accepting the FY2024 EMP Grant award. The grant funding will be used to offset the personnel costs for the Emergency Operations Specialist within the Fire Department Emergency Management Division.

Attachments

Approval Notification Letter
Additional Appropriation

1743 Miro Way, Rialto, CA 92376 | Phone: 909.356.3998 Fax: 909.356.3965
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Emergency Services

Luther Snoke
Chief Executive Officer

Crisanta Gonzalez
Director

June 26, 2025

TO: **FISCAL YEAR 2024 (FY24) EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM SUBRECIPIENTS**

SUBJECT: **FY24 EMPG PROJECT APPROVAL NOTIFICATION**

This letter is to inform you that your city/town's application for the FY24 Emergency Management Performance Grant (EMPG) Program has been approved. Please consider this letter as an official authorization to proceed with your organization's FY24 EMPG project(s), on the condition additional approval(s) may be required before incurring additional costs (Environmental and Historic Preservation screening (EHP), Sole Source, etc.).

The performance period for the Operational Area's Grant is conducted from July 1, 2024, to June 30, 2026. In accordance with timelines required by the State of California and the Federal Emergency Management Agency (FEMA), we are requesting your organization reconcile all projects and submit final reports to the Office of Emergency Services (OES) Grants Administration Unit three months prior to the end of the grant to allow for closeout functions. All projects must be completed **on or before March 31, 2026.** Final documentation and reviews must be submitted **on or before April 10, 2026**.

All EMPG prerequisites to include deliverables, reports, and supporting documentation must be submitted to the OES Grants Administration Unit with the authorized agent's signature (wet blue ink).

Please adhere to the following procedures below:

1. Match: The EMPG grant requires a dollar-for-dollar cost share and can be fulfilled by utilizing non-federal dollars, via cash or in-kind match (in-kind must have prior approval, please see attached FY24 EMPG Match Guidance). When requesting reimbursement, both the cash match and in-kind match must be submitted with proper supporting documentation. See Attachment Q for requirements related to in-kind match.

2. Modifications: Any changes to the previously submitted project will require pre-approval from the State of California, prior to incurring any cost(s). The final modification is **due by December 31, 2025.**

3. Performance Reports: Track and report all cumulative project progress/status and submit quarterly reports timely. Quarterly Performance Reports are due on their respective dates. Please refer to your Subrecipient Application Workbook pg. 9-10, Attachment O, attached Performance Report and save the dates to your calendar.

4. Reimbursement Requests: Please submit copies of original invoices clearly outlining the grant item(s) purchased, proof of payment(s), SAM.gov verification, (two) sets of legible color photos (equip), (three) quotes/bids, payroll reports, and personnel activity reports.

For the complete list of requirements, please refer to the attached Grant Reimbursement Checklist (attached).

5. If purchasing equipment, contact Louie Camacho at Louie.Camacho@oes.sbcounty.gov and cc Gustavo Mendoza by February 27, 2026.

6. If you have a Training project, ensure you refer to the **FY 2024 EMPG State Supplement** to the Federal Notice of Funding Opportunity (NOFO) in Section 4 and Section 6.

7. Procurement: Refer to the **FY 2024 EMPG State Supplement** to the Federal Notice of Funding Opportunity (NOFO) in Section 6 and 2 C.F.R. Part 200 Subpart D – Procurement Standards. Please follow the most stringent policy procedures.

Directions and guidance have been provided for you with any additional grant information as outlined in the State and Federal guidelines. The FY24 EMPG Subrecipient Agreement and FY24 Application Workbook, have been previously completed and signed by your jurisdiction.
In addition, please be advised that acceptance of the FY24 EMPG grant funds make your jurisdiction subject to compliance with the FY24 EMPG Grant Assurances.

Please review the attached FY24 Emergency Management Performance Grant, Approved Project Worksheet for details and allocation amounts. If project modification(s) are required, please contact the OES Grants Administrative Unit.

Submit signed documents electronically to Gustavo Mendoza at gustavo.mendoza@oes.sbcounty.gov and mail the original with wet signature to:

San Bernardino Office of Emergency Services
Attn: Grants Administration Unit
1743 Miro Way.
Rialto, CA 92376-8630

Sincerely,

Crisanta Gonzalez,
Director,
Office of Emergency Services

CG:gm

cc: Grant Administration Unit

Attachments

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 7/7/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Fire Department

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Full Time Salaries	200250	5001		$ 16,460.00
			$	$ 16,460.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Fed. Grants	200250	4407		$ 16,460.00
			$	$ 16,460.00

JUSTIFICATION: Federal 2024 EMPG to assist with the salary of the Emergency Operations Specialist.

Requested By: Rich Sessler, Chief
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. 20.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Intergovernmental Purchase of Dell Servers from Sidepath for the amount of $81,562 (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 an Intergovernmental Purchase of Dell Servers from Sidepath for the amount of $81,562.

RECOMMENDATION:

Staff recommends that the City Council approve an Intergovernmental Purchase of Dell Servers from Sidepath for the amount of $81,562.

DISCUSSION:

The City currently utilizes VMware virtualization technology to host a significant portion of our core applications and services. The existing servers have reached their end of life and these new servers will provide replacements with increased reliability. The new servers will be deployed as VMware ESXi hosts within our production cluster, ensuring high availability for all virtualized workloads.

Staff followed the City's procurement guidelines by examining and selecting an existing competitively-bid cooperative contract agreement with the National Association of State Procurement Officials (NASPO) ValuePoint. NASPO is a non-profit association made up of the directors of the central purchasing offices of the 50 states, District of Columbia and territories of the United States. By utilizing the NASPO ValuePoint cooperative purchasing, the City is able to benefit from the combined purchasing power of more than 50,000

government, education, and nonprofit organizations. These cooperative contract programs enable the City to take advantage of preferred pricing and administrative efficiencies. Based on staff's assessment, the new computers proposed for purchase are recommended to be sourced through this cooperative purchasing agreement.

ALTERNATIVES:

City Council may choose to reject, modify, or table the proposed purchase.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

PREPARED BY:
Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	FY25-26
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	N/A
Budgeted Y/N:	Y
Account No.:	604900

Discussion:
Funding for this purchase is included in the IT Division's budget for FY25-26

Attachments

Server Quote
Intergovernmental Form
Dell NASPO Master Agreement
State of California Participating Addendum

sidepath

Quotation

22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949)748-8706
www.sidepath.com

Date: 07/21/25
Quotation #: SIDQ54619-02
Valid Until: 08/15/25
Prepared By: Kristen Norem
Project ID: SIDPROJECT51235

Bill To:

CIty of Redlands
Attn: Allen Fincher
1270 W PARK AVE
Redlands, CA 92373

Phone: (909) 307-7302
Email: afincher@cityofredlands.org

Ship To:

CIty of Redlands
Attn: Allen Fincher
1270 W PARK AVE
Redlands, CA 92373

Phone: (909) 307-7302
Email: afincher@cityofredlands.org

Qty	Item Code	Description	Unit Price	Ext. Price
NASPO# 23026 | State Addendum #7-23-70-55-01				
VMHost Refresh - R770s - 5Y ProSupport NBD				
4	210-BNWX	PowerEdge R770 Server Hardware (Taxable)	$13,481.41	$53,925.64
	321-BLKH	2.5" Chassis with up to 8 SAS4/SATA Drives, PERC12 (H365i)	$138.60	$138.60
	338-CTBD	Intel Xeon 6 Performance 6517P 3.2G, 16C/32T, 24GT/s, 72M Cache, Turbo, (190W) DDR5-6400	$649.03	$649.03
	338-CTBD	Intel Xeon 6 Performance 6517P 3.2G, 16C/32T, 24GT/s, 72M Cache, Turbo, (190W) DDR5-6400	$649.03	$649.03
	379-BDCO	Additional Processor Selected	$0.00	$0.00
	412-BCDL	Heatsink for 2 CPU configuration (CPU less than 200W)	$30.32	$30.32
	370-AAIP	Performance Optimized	$0.00	$0.00
	370-BCCX	6400MT/s RDIMMs	$0.00	$0.00
	370-BCCY	(16) 32GB RDIMM, 6400MT/s, Dual Rank	$466.04	$7,456.64
	780-BCDI	No RAID	$0.00	$0.00
	403-BDMX	PERC H365i Controller, Front, DCMHS	$393.06	$393.06
	400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD	$224.39	$224.39
	384-BBBL	Performance BIOS Settings	$0.00	$0.00
	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	$0.00	$0.00
	384-BDQP	PowerEdge 2U High Performance Silver Fan	$64.75	$64.75
	450-BCWQ	Dual, Redundant(1+1), Hot-Plug MHS Power Supply,1100W MM	$341.73	$341.73
	492-BBDI	(2) C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	$4.76	$9.52
	330-BCXY	Riser Config 6-1, Rear Half Length, 4x16 FH Slots (Gen5), 1x8/1x16 OCP (Gen5), 2nd OCP x16 (Gen5)	$400.68	$400.68
	338-CRTZ	PowerEdge R770 Motherboard for RTS1.2, DAO	$0.00	$0.00
	540-BFLP	(2) NVIDIA ConnectX-6 Lx Dual Port 25GbE SFP28 Adapter,OCP 3.0 NIC +Sec	$153.54	$307.08
	780-BCZQ	No OCP Blanks or Cables Required	$0.00	$0.00

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

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No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Qty	Item Code	Description	Unit Price	Ext. Price
	470-AEYU	No Cables Required	$0.00	$0.00
	470-AEYU	No Cables Required	$0.00	$0.00
	350-BCYM	Dell Luggage Tag, R770	$0.00	$0.00
	350-BDBP	PowerEdge 2U Standard Bezel	$43.10	$43.10
	403-BDMM	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1) (22x80)	$811.89	$811.89
	470-ACET	(4) Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 2 Meter	$24.90	$99.60
	611-BBBF	No Operating System	$0.00	$0.00
	605-BBFN	No Media Required	$0.00	$0.00
	634-CSGX	OpenManage Enterprise Advanced Plus	$129.72	$129.72
	634-CSHS	Secure Enterprise Key Manager License 3.0	$53.92	$53.92
	634-CSHT	Secured Component Verification	$21.44	$21.44
	634-CSHV	iDRAC10, Datacenter 17G	$182.99	$182.99
	350-BCYL	Blank Left Ear Module	$4.33	$4.33
	379-BETF	iDRAC Legacy Password for OCP cards	$0.00	$0.00
	379-BCQX	iDRAC Service Module (ISM), NOT Installed	$0.00	$0.00
	770-BDRQ	Cable Management Arm, 2U	$18.22	$18.22
	770-BECC	ReadyRails Sliding Rails (B21)	$33.32	$33.32
	340-DNSW	PowerEdge Shipping	$10.61	$10.61
	340-DSDW	PowerEdge R770 Shipping	$0.00	$0.00
	340-DPDX	PowerEdge 2U Shipping Material	$32.27	$32.27
	389-FHHX	PowerEdge CCC, No CE Label Marking	$0.00	$0.00
	817-BBBP	None Required	$0.00	$0.00
		Taxable SubTotal		$53,925.64
4		R470 Support and Maintenance (Non-Taxable)	$2,804.45	$11,217.80
	711-7135	Dell Hardware Limited Warranty Plus Onsite Service		
	711-7181	ProSupport 7x24 Technical Support and Assistance 5 Years		
	711-7191	ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years		
	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		
	900-9997	On-Site Installation Declined		
		Non Taxable SubTotal		$11,217.80
Professional Services and Installation (Non-Taxable)				
1	SID-PS-PE-IMP-SVR-1-5	Sidepath implementation service provides a base-level PowerEdge server deployment. Service includes installation of up to five (5) PowerEdge servers into compatible racks, integration with an existing network with appropriate labeling and cable management within the rack.	$4,500.00	$4,500.00
1	SID-PS-VMW-IMP-ESX	Sidepath implementation service provides a base-level installation and configuration. Service includes the deployment of one (1) vSphere cluster with up to five (5) ESXi hosts.	$7,200.00	$7,200.00

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

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No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Qty	Item Code	Description	Unit Price	Ext. Price
		Non Taxable SubTotal		$11,700.00

Payment Terms from Ship Date: Net 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	**$76,843.44**
Taxes	**$4,718.49**
Shipping	**$0.00**
Grand Total	**$81,561.93**

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

Accepted by:_____ Title:_____ Date:_____ PO:_____

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

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Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The Management Services-DoIT Department requests the purchase of the following item(s) from:

Original Contracting Entity: Minnesota National Association of State Procurement Officials (NASPO)
Minnesota NASPO ValuePoint Master Agreement #23026 California Participating Addendum Number 7-23-70-55-01
Contract Term: February 1, 2024 through June 30, 2026
Method of original contract award: ☑ Competitive ☐ Non-Competitive, based on: ☐ Preferred source ☐ Sole ☐ Single source ☐ Emergency ☐ Other:
Does the original contract contain language contemplating contract extension to additional users? ☑ Yes ☐ No

Please attach: vendor agreement to sale to the City AND Entity agreement/contract language allowing Piggyback

Description of Product/Service intend to acquire	Unit Price	Total
PowerEdge R770 Server (taxable sub total $53,925.64, see quote for details)	$ 13,481.41	$ 65,143.44
PowerEdge Server Deployment (non-taxable)		$ 4,500.00
PowerEdge Server Base Level Installation (non-taxable)		$ 7,200.00
Tax	$ 4,718.49	
	Grand Total	$ 81,561.93

Vendor:	Sidepath
Contact:	Kristen Norem
Address 1:	22892 Mill Creek Drive
Address 2:	
City/State/Zip:	Laguna Hills, CA 92653
Telephone:	(949) 748-8700
Fax:	(949) 748-8706
Web/E-Mail:	krunal@sidepath.com

Delivery/Service Location	
Contact:	Eric Owens
Telephone:	909 355-4798
Department:	Management Services
Address 1:	35 Cajon St Suite 30
Address 2:	Redlands CA 92373
Additional Comments	

Purchasing Agent Approval: _____ Date: _____

City Manager Approval: _____ Date: _____

sidepath

Quotation

22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949)748-8706
www.sidepath.com

Date: 07/21/25
Quotation #: SIDQ54619-02
Valid Until: 08/15/25
Prepared By: Kristen Norem
Project ID: SIDPROJECT51235

Bill To:

CIty of Redlands
Attn: Allen Fincher
1270 W PARK AVE
Redlands, CA 92373

Phone: (909) 307-7302
Email: afincher@cityofredlands.org

Ship To:

CIty of Redlands
Attn: Allen Fincher
1270 W PARK AVE
Redlands, CA 92373

Phone: (909) 307-7302
Email: afincher@cityofredlands.org

Qty	Item Code	Description	Unit Price	Ext. Price
NASPO# 23026 | State Addendum #7-23-70-55-01				
VMHost Refresh - R770s - 5Y ProSupport NBD				
4	210-BNWX	PowerEdge R770 Server Hardware (Taxable)	$13,481.41	$53,925.64
	321-BLKH	2.5" Chassis with up to 8 SAS4/SATA Drives, PERC12 (H365i)	$138.60	$138.60
	338-CTBD	Intel Xeon 6 Performance 6517P 3.2G, 16C/32T, 24GT/s, 72M Cache, Turbo, (190W) DDR5-6400	$649.03	$649.03
	338-CTBD	Intel Xeon 6 Performance 6517P 3.2G, 16C/32T, 24GT/s, 72M Cache, Turbo, (190W) DDR5-6400	$649.03	$649.03
	379-BDCO	Additional Processor Selected	$0.00	$0.00
	412-BCDL	Heatsink for 2 CPU configuration (CPU less than 200W)	$30.32	$30.32
	370-AAIP	Performance Optimized	$0.00	$0.00
	370-BCCX	6400MT/s RDIMMs	$0.00	$0.00
	370-BCCY	(16) 32GB RDIMM, 6400MT/s, Dual Rank	$466.04	$7,456.64
	780-BCDI	No RAID	$0.00	$0.00
	403-BDMX	PERC H365i Controller, Front, DCMHS	$393.06	$393.06
	400-AXTV	480GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot-plug AG Drive, 1 DWPD	$224.39	$224.39
	384-BBBL	Performance BIOS Settings	$0.00	$0.00
	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	$0.00	$0.00
	384-BDQP	PowerEdge 2U High Performance Silver Fan	$64.75	$64.75
	450-BCWQ	Dual, Redundant(1+1), Hot-Plug MHS Power Supply,1100W MM	$341.73	$341.73
	492-BBDI	(2) C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	$4.76	$9.52
	330-BCXY	Riser Config 6-1, Rear Half Length, 4x16 FH Slots (Gen5), 1x8/1x16 OCP (Gen5), 2nd OCP x16 (Gen5)	$400.68	$400.68
	338-CRTZ	PowerEdge R770 Motherboard for RTS1.2, DAO	$0.00	$0.00
	540-BFLP	(2) NVIDIA ConnectX-6 Lx Dual Port 25GbE SFP28 Adapter,OCP 3.0 NIC +Sec	$153.54	$307.08
	780-BCZQ	No OCP Blanks or Cables Required	$0.00	$0.00

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

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Qty	Item Code	Description	Unit Price	Ext. Price
	470-AEYU	No Cables Required	$0.00	$0.00
	470-AEYU	No Cables Required	$0.00	$0.00
	350-BCYM	Dell Luggage Tag, R770	$0.00	$0.00
	350-BDBP	PowerEdge 2U Standard Bezel	$43.10	$43.10
	403-BDMM	BOSS-N1 controller card + with 2 M.2 480GB (RAID 1) (22x80)	$811.89	$811.89
	470-ACET	(4) Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 2 Meter	$24.90	$99.60
	611-BBBF	No Operating System	$0.00	$0.00
	605-BBFN	No Media Required	$0.00	$0.00
	634-CSGX	OpenManage Enterprise Advanced Plus	$129.72	$129.72
	634-CSHS	Secure Enterprise Key Manager License 3.0	$53.92	$53.92
	634-CSHT	Secured Component Verification	$21.44	$21.44
	634-CSHV	iDRAC10, Datacenter 17G	$182.99	$182.99
	350-BCYL	Blank Left Ear Module	$4.33	$4.33
	379-BETF	iDRAC Legacy Password for OCP cards	$0.00	$0.00
	379-BCQX	iDRAC Service Module (ISM), NOT Installed	$0.00	$0.00
	770-BDRQ	Cable Management Arm, 2U	$18.22	$18.22
	770-BECC	ReadyRails Sliding Rails (B21)	$33.32	$33.32
	340-DNSW	PowerEdge Shipping	$10.61	$10.61
	340-DSDW	PowerEdge R770 Shipping	$0.00	$0.00
	340-DPDX	PowerEdge 2U Shipping Material	$32.27	$32.27
	389-FHHX	PowerEdge CCC, No CE Label Marking	$0.00	$0.00
	817-BBBP	None Required	$0.00	$0.00
		Taxable SubTotal		$53,925.64
4		R470 Support and Maintenance (Non-Taxable)	$2,804.45	$11,217.80
	711-7135	Dell Hardware Limited Warranty Plus Onsite Service		
	711-7181	ProSupport 7x24 Technical Support and Assistance 5 Years		
	711-7191	ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years		
	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		
	900-9997	On-Site Installation Declined		
		Non Taxable SubTotal		$11,217.80
Professional Services and Installation (Non-Taxable)				
1	SID-PS-PE-IMP-SVR-1-5	Sidepath implementation service provides a base-level PowerEdge server deployment. Service includes installation of up to five (5) PowerEdge servers into compatible racks, integration with an existing network with appropriate labeling and cable management within the rack.	$4,500.00	$4,500.00
1	SID-PS-VMW-IMP-ESX	Sidepath implementation service provides a base-level installation and configuration. Service includes the deployment of one (1) vSphere cluster with up to five (5) ESXi hosts.	$7,200.00	$7,200.00

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

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Qty	Item Code	Description	Unit Price	Ext. Price
		Non Taxable SubTotal		$11,700.00

Payment Terms from Ship Date: Net 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	**$76,843.44**
Taxes	**$4,718.49**
Shipping	**$0.00**
Grand Total	**$81,561.93**

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

Accepted by:_____ Title:_____ Date:_____ PO:_____

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

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ASSIGNMENT OF NASPO MASTER AGREEMENT 23004

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration (State), Dell Inc., One Dell Way, Round Rock, TX 78682 (Original Contractor), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor).

WHEREAS, the State has an agreement with the Original Contractor identified as Contract 23004, effective July 14, 2023, through June 30, 2025 (Contract), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Assigned Contractor is assigned Contract 23026 to accommodate participating addenda under the Master Agreement.

2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.

3. The State hereby approves the request of the Original Contractor to assign the Assigned Contractor all its interests, rights, and responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.

4. Representations and Warranties:

    a. The Original Contractor represents and warrants to the State that it is not in default of any of its obligations under the Contract.

    b. The Assigned Contractor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Assigned Contractor will have received sufficient information, right to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it, and (ii) the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.

    c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the Original Contractor and the Assigned Contractor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.

5. The Assigned Contractor accepts assignment of all of the provisions of the Contract.

6. Any and all amounts due to the Original Contractor by a Participating Entity for goods or services provided by the Original Contractor prior to July 14, 2023, under the Contract will be paid to the Original Contractor by the Participating Entity. Any and all amounts due under the Contract on or after July 14, 2023, will be paid to the Assigned Contractor by the Participating Entity and the Original Contractor.

7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the

total payments made to the Original Contractor.

8. If applicable, the Assigned Contractor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.

9. If applicable, the Assigned Contractor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.

10. If applicable, the Assigned Contractor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

This Assignment Agreement is effective upon the date that the final required signatures are obtained.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

Dell Inc.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Christopher Alan Garcia
Signature ECE99192885E4FE...

Christopher Alan Garcia
Printed Name

Title: Asst. Corp Secretary & SVP Legal

Date: 9/7/2023

By: _____

Title: _____

Date: _____

2. ASSIGNED CONTRACTOR

Dell Marketing L.P.

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Katherine Castillo
Signature 8DEF23302D0B4B8...

Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 9/7/2023

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. §16C.03, Subd. 3.

By: DocuSigned by: Elizabeth M. Randa
Signature 742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 9/7/2023

4. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: DocuSigned by: Andy Doran
Signature 68D02A26D7604BA...

Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 9/7/2023

EXHIBIT A: CONTRACT

Attached and incorporated into Exhibit A is the following document(s):

- NASPO Master Agreement 23004.

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NASPO ValuePoint Master Agreement No.: 23004

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Dell Inc., whose designated business address is One Dell Way, Round Rock, TX 78682 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

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2. **Representations and Warranties**

a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
Band 2, Personal Computer Devices - Non-Windows Operating Systems
Band 3, Servers and Storage

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

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2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Ashley Salinas, SLED Contract Program Manager.

Ashley Salinas, SLED Contract Program Manager
Dell Inc.
One Dell Way
Round Rock, TX 78682
A.Salinas@dell.com
Phone: 512.542.1237

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule
Exhibit E: Contractor Terms and Conditions

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

10. **Entire Agreement**

This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Katherine Castillo

Signature: DocuSigned by: Katherine Castillo 8DEF23302D0B4B8...

Title: ParaLegal Advisor Date: 7/14/2023

2. State Agency

With delegated authority

Print name: Elizabeth M. Randa

Signature: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...

Title: Acquisition Management Specialist Date: 7/14/2023

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Andy Doran

Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...

Title: IT Acquisitions Supervisor Date: 7/14/2023

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Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

a. Any order placed under this Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");

2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g. mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

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c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

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o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

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bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

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in Paragraph 5.a. “Software” applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor’s process for accepting the return of equipment or other products at the end of the product’s life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor’s own product line, and are not intended to represent more than a third of any Contractor’s total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer’s general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

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Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement. Canadian Participation. Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

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h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**

The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**

Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**

The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**

An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

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12. **Laws and Regulations.**
Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. **Price and Rate Guarantee Period.**
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. **Premium Savings Package Program.**
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. **Services.**
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. **Ordering.**

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;

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2. The place and requested time of delivery;

3. A billing address;

4. The name, phone number, and address of the Purchasing Entity representative;

5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

6. A ceiling amount of the order for services being ordered;

7. The Master Agreement identifier; and

8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity for standard 3-5 day shipping. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

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b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Acceptance. Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. Failure to reject upon receipt, however, does not relieve the Contractor of liability for latent or hidden material defects. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance. If the parties agree to acceptance testing, the terms of subsection (c), below, apply.

c. Acceptance Testing. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and required for the purchase. "Acceptance Testing" means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.

1. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

2. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance.

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d. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

20. **Title of Product.**

a. Definitions. For purposes of this section, the following terms are defined as follows:

1. “Deliverables” means any reports, analyses, scripts, code, or other work results that Contractor delivers to Purchasing Entity within the framework of fulfilling Contractor’s obligations to Purchasing Entity.

2. "Equipment” means Contractor-branded hardware products.

3. “Proprietary Rights” means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights of a party.

b. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Equipment free and clear of all liens, encumbrances, or other security interests. Purchasing Entity’s rights to use the software delivered by Contractor are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the “EULA”) shall apply. Contractor’s EULA must be made available to Purchasing Entities for review prior to negotiating a Participating Addendum or the issuance of an Order and shall meet or exceed the terms set forth in this Master Agreement. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

c. Contractor grants Purchasing Entity a non-exclusive, non-transferable, irrevocable license to use (without the right to sublicense) the Deliverables provided by Contractor for Purchasing Entity’s internal business and governmental purposes, only and solely in accordance with the applicable service specification and subject to this Master Agreement. The grant of this license is subject to Purchasing Entity’s compliance with the terms of this Master Agreement and Purchasing Entity’s payment of applicable amounts due. Such license shall be perpetual unless granted pursuant to the purchase of a subscription, in which case the license shall be for the term of the subscription. Purchasing Entity may authorize its service providers to use the Deliverables, but solely on Purchasing Entity’s behalf, solely for Purchasing Entity’s internal business or governmental purposes, and Purchasing Entity shall be responsible for service provider’s compliance with these restrictions. This section shall not affect a Purchasing Entity’s right to transfer ownership of a product, and transfer, if permitted by Contractor or its licensors, licenses associated with such product, to another individual or entity as part of the Purchasing Entity’s surplus program or sale of used products to employees or former employees.

d. Contractor reserves for itself all Proprietary Rights that it has not expressly granted to Purchasing Entity herein. The license granted in this clause 20(c) does not apply to: (i) Equipment; (ii) Contractor-branded generally available software; or (ii) items licensed or otherwise provided under a separate agreement. Contractor is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided hereunder, any service, specification, or, subject to Contractor’s confidentiality obligations to Purchasing Entity, in using the Deliverables or performing similar Professional Services for any other projects. Notwithstanding the previous, Contractor’s use of Deliverables created specifically for and paid for by a Purchasing Entity is subject to Purchasing Entity approval.

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e. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entity's applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

f. If (i) Contractor is or becomes aware of any infringement claim made against a third-party branded product offered by Contractor through this Master Agreement, (ii) the third-party branded product is determined to infringe upon the intellectual property rights of another third party, and (iii) such infringement is not remedied by the third party so that the product is no longer infringing, Contractor shall immediately cease offering the product under this Master Agreement and notify the Lead State, NASPO, Participating Entities, and purchasers of the product.

21. **Warranty.**
The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. **System Failure or Damage.**
In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. **Payment.**
Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**
Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be

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proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. **Self Audit.**
The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. **Assignment/Subcontracts.**

a. Contractor shall not assign, sell or otherwise transfer all or any part of this Master Agreement without prior written consent from the Lead State, such consent not to be unreasonably withheld.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. **Insurance.**

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers legally authorized to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor will use reasonable efforts to give thirty (30) days prior written notice to State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contractor shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contractor obtains coverage from different insurer(s) meeting the requirements described herein.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights

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and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, Contractor shall upon request provide to the Lead State and Participating Entities evidence of coverage that meets the requirements of this Section and the applicable Participating Addendum. Failure to provide evidence of coverage, within thirty (30) calendar days of receipt of request may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. **NASPO ValuePoint Reports**

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details.

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Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Reserved.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative

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purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. **Right to Publish.**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. **Records Administration and Audit.**

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. **Indemnification**

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification.

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1. In the event of any such claim by any third party against the Indemnified Party that Products, Software, Services or Deliverables prepared, produced, or branded by Contractor and delivered pursuant to this Master Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"), the Indemnified Party shall promptly notify the Contractor. The Contractor, at its own expense, shall indemnify, defend to the extent permitted by the Indemnified Party's laws, and hold harmless the Indemnified Party against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Indemnified Party.

2. If Contractor receives prompt notice of such a claim that in the Contractor's opinion is likely to result in an adverse ruling, the Contractor shall at its option (1) obtain a right for the Indemnified Party to continue using such Products, Deliverables, or Software or allow Contractor to continue performing the Services; (2) modify such Products, Software, Services, or Deliverables to make them non-infringing without materially affecting their utility or functionality; (3) replace such Products, Software, Services, or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables, or Software.

3. Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services, or Deliverables that were not performed by, on behalf of, or at the direction of Contractor; (2) the combination, operation, or use of the Products, Software, Services, or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contractor's compliance with Indemnified Party's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party. Contractor's duty to indemnify and defend under this Section is contingent upon: (a) Contractor receiving prompt written notice of the third-party claim or action for which Contractor must indemnify Indemnified Party, (b) Contractor having the right to solely control the defense and resolution of such claim or action, unless the Indemnified Party's law requires approval for a third party to defend the Indemnified Party and such approval is not received, and (c) Indemnified Party's cooperation with Contractor in defending and resolving such claim or action. This Section states Indemnified Party's exclusive remedies for any third-party intellectual property claim or action and nothing in this Master Agreement or elsewhere will obligate Contractor to provide any greater indemnity to Indemnified Party.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to 2 times the amount paid by Purchasing Entity to Contractor during the 12 months preceding the date of the dispute concerning any products and services, or $5,000,000, whichever is greater. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

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3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**
Intentionally deleted.

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1. Any and all information of any form that is marked as confidential by one party (the "originating party") and is or would by its nature be deemed confidential obtained by the other party or its employees or agents (the "receiving party") in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of the originating party ("Confidential Information").

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2. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the receiving party shall be treated in the same manner as the Confidential Information.

3. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the originating party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the originating party without the obligation of confidentiality, (5) is disclosed with the written consent of the originating party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. The receiving party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

2. Without limiting the generality of the foregoing, the receiving party shall advise the originating party, and the applicable Participating Entity, and the Lead State if the originating party is a Purchasing Entity, and the Lead State if the originating party is a Participating Entity, immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with advise the originating party in seeking injunctive or other equitable relief in the name of either party against any such person.

3. Except as directed by the originating party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the originating party's request, the receiving party shall turn over to the originating party all documents, papers, and other matter in the receiving party's possession that embody Confidential Information.

4. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement, and Purchasing Entity may retain Confidential Information to the extent and for the duration required by applicable law.

c. Injunctive Relief. Each party acknowledges that the other party's breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to originating party that is inadequately compensable in damages. Accordingly, the originating party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item

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descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. **Public Information.**
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. **Cancellation.**
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. **Force Majeure.**
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. **Defaults and Remedies.**

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

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c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and
2. Terminate this Master Agreement and any related contracts or portions thereof; and
3. Impose liquidated damages as provided in this Master Agreement; and
4. Suspend Contractor from being able to respond to future bid solicitations; and
5. Suspend Contractor's performance; and
6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. **Waiver of Breach.**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. **No Waiver of Sovereign Immunity.**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense

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or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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Exhibit B: Minnesota Terms and Conditions

1. **Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

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d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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9. **Human Rights/Affirmative Action.**

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

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the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**

Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**

Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**

Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

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develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

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19. **Organizational Conflicts of Interest.**
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. 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 debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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.

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6. 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.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

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 participation in this transaction 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.

21. **Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

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Exhibit C: Requirements

1. **Contractor Verification.**

Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. “Re-branding” a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor’s Master Agreement.

2. **Warranty and Maintenance.**

Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. **Website.**

Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor’s Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor’s commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

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4. **Environmental Certifications.**
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**
Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

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not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

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Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Awarded Bands:

x Band 1: Personal Computing Devices (Windows)
x Band 2: Personal Computing Devices (Non-Windows)
x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
2	2B	Band 2 - Minimum Discount	18.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
3	3B	Band 3 - Minimum Discount	18.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
	S-1	Standalone Services	4.0%
	S-2	Warranty Services	4.0%
	S-3	Training and Other Professional Services	4.0%

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Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23004
Contractor Name: Dell Marketing, LP
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	**1B**	**Band 1 - Minimum Discount**	**18.0%**
1	1B-1	Desktops - Alienware, Inspiron, Vostro, XPS	0.5%
1	1B-2	Notebooks - Alienware, Inspiron, Vostro, XPS	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**5.5%**
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	**2B**	**Band 2 - Minimum Discount**	**18.0%**
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**5.5%**
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	**3B**	**Band 3 - Minimum Discount**	**18.0%**
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	**3T**	**Band 3 - Third Party Product Minimum Discount**	**5.5%**
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

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Exhibit D: Price Schedule

Volume-Based Discounts

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Bands 1 & 2

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$100,000.00	$199,999.99	1.0%
$200,000.00	$399,999.99	2.0%
$400,000.00	$599,999.99	4.0%
$600,000.00	$999,999.99	6.0%
$1,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

3. Other Discount(s)

none

Band 3

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$250,000.00	$499,999.99	1.0%
$500,000.00	$999,999.99	2.0%
$1,000,000.00	$1,499,999.99	4.0%
$1,500,000.00	$1,999,999.99	6.0%
$2,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

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2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Column1	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

3. Other Discount(s)

Additional discount(s) available.

none

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Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Each Purchasing Entity will determine if and how services will be offered in the Participating

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S-1	Standalone Services	4.0%
S-2	Warranty Services	4.0%
S-3	Training and Other Professional Services	4.0%

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Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

Optional: Lease Rates

Dell Financial Services (DFS') payment solutions offer flexible end-of term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annually.

DFS payment solution rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. Our rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and solution structure. Once a payment schedule has commenced, the rate remains constant for the term of the schedule.

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Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

		in 30
		in 15, Net 30
		in 10, Net 30
X		Net 30
	Other (specify):	

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Exhibit E: Contractor Terms and Conditions

Attached by reference as Exhibit E are the following Contractor document(s):

- **Software Licenses.** Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

- **Dell Return Policy.** Customer may return Products to Supplier pursuant to the return policy at www.dell.com/returnspolicy.

- **Equipment Warranty.** Unless provided otherwise in a Schedule, additional terms governing the limited warranties for Equipment are found at https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-warranties?c=us&l=en&s=corp or in the applicable documentation or Product Notice for the specific Equipment.

- **Product- and Service-Specific Terms.** Scope and details of Services and Product-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote, or is made available through the then-current Supplier website for product- or service-specific terms, currently located at www.dell.com/offeringspecificterms. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

These Contractor terms and conditions are being provided for **informational purposes only**. They are intended to be negotiated by Contractor and a Participating Entity as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an Order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in the following document(s) that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-55-01
AMENDMENT 2

Computer Equipment, Peripherals & Related Services
Minnesota NASPO ValuePoint Master Agreement Number 23026
Dell Marketing L.P. (Contractor)

The parties mutually agree to amend Participating Addendum 7-23-70-55-01 as follows:

1) Agreement is extended from June 30, 2025, to June 30, 2026. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2026, or upon termination by the State, whichever occurs first.

2) **Section 22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted and replaced with the following:

22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

DEFINITIONS:

For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of the IT General Provisions (rev. 06/21/2022).

Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).

Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivate works of a Prompt or collection of Prompts.

GENAI DISCLOSURE OBLIGATIONS:

Disclosure Obligations:

a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
b) Such notification shall be provided to the State designee identified in this Contract.
c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23 (Termination for Default) of the IT General Provisions (rev. 06/21/2022).

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Dell Marketing L.P.
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2025.05.15 17:06:00 -07'00' — 5/15/2025	Ana Pitti — May 5, 2025
Authorized Signature — *Date Signed*	*Authorized Signature* — *Date Signed*
Julie Matthews, MAU2 Supervisor	Ana Pitti | Paralegal Senior Analyst
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	One Dell Way Round Rock, TX 78682
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-55-01
AMENDMENT 1

Computer Equipment, Peripherals & Related Services
Minnesota NASPO ValuePoint Master Agreement Number 23026
Dell Marketing L.P. (Contractor)

The parties mutually agree to amend Participating Addendum 7-23-70-55-01 as follows:

1) **Section 22. GENERATIVE ARTIFIFICAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Dell Marketing L.P.	
Agency Name		*Contractor Name*	
Julie Matthews Digitally signed by Julie Matthews Date: 2024.10.25 17:34:21 -07'00'	10/25/2024	Katherine_Castillo1 Digitally signed by Katherine_Castillo1 Date: 2024.08.23 15:42:23 -05'00'	
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Julie Matthews, MAU2 Supervisor		Katherine Castillo/Paralegal Advisor	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		One Dell Way Round Rock, TX 78682	
Address		*Address*	

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-55-01

Computer Equipment, Peripherals & Related Services
Minnesota NASPO ValuePoint Master Agreement Number 23026
Dell Marketing L.P. (Contractor)

This Participating Addendum Number 7-23-70-55-01 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing L.P. (hereafter referred to as "Contractor") under the lead state of Minnesota NASPO ValuePoint Master Agreement Number 23026.

1. SCOPE

A. This Participating Addendum covers the purchase of computer equipment (desktops, laptops, tablets, servers, and storage, including related peripherals & services) under the Minnesota NASPO ValuePoint Master Agreement. The Minnesota NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Minnesota NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin February 1, 2024, or upon signature approval by the State whichever occurs later, and will end June 30, 2025, or upon termination by the State, whichever occurs first.

B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Provisions – Information Technology (GSPD-401IT) effective 6/21/2022

B. Terms can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-23-70-55-01
2) Minnesota NASPO ValuePoint Master Agreement Number 23026

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service offerings from the Minnesota NASPO ValuePoint Master Agreement Number 23026 are allowed under this Participating Addendum:

1) Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets
2) Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets
3) Band 3, Servers and Storage

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. Configuration limits: The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band 1	$15,000
Band 2	$15,000
Band 3	$1,000,000
Peripherals	$10,000
Services	Addressed in the customer specific Purchase Orders

B. Services must be related to the procurement of equipment.

C. The following restrictions apply to state agency purchases under this Participating Addendum:

1) Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

2) Service-only purchases are disallowed. (Exception: Equipment maintenance service purchases are allowed).

3) Services that fall within the definition of “public works” as defined in Public Contract Code section 1101 and Labor Code section 1720 are disallowed under this Participating Addendum and must be procured by alternate means. This restriction is not applicable to local governments.

4) Leasing/rental is not allowed.

5) Professional services are not allowed.

6) Cloud services are not allowed.

7. PRICING

A. Contractor’s pricing is outlined in the Minnesota NASPO ValuePoint Master Agreement Number 23026.

B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Minnesota.

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the Participating Addendum. Contractors shall notify the State in writing of any deleted Authorized Resellers or changes to current Authorized Resellers' information at any time.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

A. Nothing contained in this Participating Addendum or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.

C. As the prime Contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and Participating Addendum.

D. Any subcontract in excess of $25,000, entered into as a result of this Participating Addendum, shall contain all the provisions stipulated in this Participating Addendum to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-23-70-55-01.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

B. Contractor will be required to complete and return a Postconsumer Recycled-Content Certification form (https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/) upon request by the state agency.

12. DELIVERY

A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

A. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor does not accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals $100,000.00, the incentive fee due to DGS would be $1,250.00.)

B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

C. The administrative fee shall not be invoiced or charged to the ordering agency.

D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.

E. Payment may be made in the form of an electronic payment using the LPA Payment Portal website (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.

F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Ashley Salinas
Phone:	(512) 542-1237
Fax:	n/a
Email	A.Salinas@dell.com
Address:	Dell Marketing L.P. Attn: Ashley Salinas One Dell Way Round Rock, TX 78682

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Katelynne Leisenring
Phone:	(279) 946-8129
Email	katelynne.leisenring@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. EXECUTIVE ORDER N-6-22 – RUSSIA 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 determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

21. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the Minnesota NASPO ValuePoint Master Agreement Number 23026, at prices equal to or lower than the prices on that agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Dell Marketing L.P.
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2024.01.23 13:54:09 -08'00' 1/23/2024	Katherine Castillo 01/22/2024
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Katherine Castillo- Paralegal Advisor
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	One Dell Way Round Rock, TX 78682
Address	*Address*

City Council Meeting **I. 21.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Grant an electric utility easement to Southern California Edison on a portion of Lot 15 of the Chicago Colony Reservation 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 granting an electric utility easement to Southern California Edison 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 that City Council grant an electric utility easement to Southern California Edison on a portion of Lot 15 of the Chicago Colony Reservation.

RECOMMENDATION:

Staff recommends that City Council determine that granting an electric utility easement to Southern California Edison is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

Staff recommends that City Council grant an electric utility easement to Southern California Edison on a portion of Lot 15 of the Chicago Colony Reservation.

DISCUSSION:

MUED owns and operates a water reservoir, known as the Dearborn Reservoir, on the east side of Dearborn Street just south of Independence Avenue and directly north of the Mill Creek Zanja channel. This site is recorded by San Bernardino County as Lot 15 of the Chicago Colony Reservation (APNs 0170-302-06, 0170-302-17, and 0170-302-18). In 2006, City Council approved a lease agreement with New Cingular Wireless, LLC to install and operate a cell phone tower on a portion of this site. The lease agreement allows sub-leasing space on the cellular tower and obligates the City to provide reasonable utility access to the tower location. New Cingular Wireless, LLC became AT&T Wireless sometime later, and Crown Castle became a subsidiary of AT&T Wireless in 2014 and assumed responsibility for all rights and obligations related to the lease.

Recently, MUED staff received a request from the lessee to grant an easement to Southern California Edison to provide electric utilities to the tower. The easement is six feet (6') wide and approximately two-hundred forty-five feet (245') long and will not impact the operation or maintenance of the Dearborn Reservoir.

City Council approval of this electric utility easement to Southern California Edison is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with certainty that doing so will not have any impact 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

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year: FY 25/26
Revenue Generating: N
Appropriation Required Y/N: N
Discussion:

There is no fiscal impact associated with granting an electric utility easement to Southern California Edison.

Attachments

2006 Agreement
2014 Crown Castle Assignment
2021 Sub-Lease
20250902 SCE Easement

Market: LA Market (Southern California)
Cell Site Number: ES-0079-01
Cell Site Name: City of Redlands Dearborn Reservoir

WIRELESS SERVICE FACILITY

LAND LEASE AGREEMENT

This Land Lease Agreement ("Lease") is made and entered into this 18th day of July, 2006 ("Effective Date") by and between the City of Redlands, a municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant"). Landlord and Tenant are individually referred to herein as a "Party," and collectively as the "Parties."

PREAMBLE

A. Landlord, for and in consideration of the rent to be paid by Tenant and for the covenants and provisions to be kept and performed by Tenant under this Lease, hereby leases to Tenant for Tenant's sole use, and the Tenant agrees to lease from Landlord an approximately (925) square foot portion (the "Site") of Landlord's property (the "Property") located at 500 North Dearborn Avenue (APN: 0170-302-06, 0170-302-17, 0170-302-18), Redlands, California 92374, as more particularly described in Exhibit "A" attached hereto. A copy of the plan of development of the Site to be leased by Tenant pursuant to the Lease is attached hereto as Exhibit "B."

B. The Site is to be used for an antenna support structure and communication equipment for a personal communications Wireless Service Facility ("WSF"), using stealth treatment, as required pursuant to the Redlands Municipal Code.

AGREEMENT

Section 1. Intent of Parties. It is the intent of the Parties that Tenant will develop on the Property a WSF on the Site, as defined herein, by using stealth treatment, as required pursuant to the Redlands Municipal Code. Tenant shall apply for and obtain from Landlord a Conditional Use Permit ("CUP") from the City, pursuant to the Redlands Municipal Code, Chapter 18.178, "Wireless Service Facilities," as well as a Building Permit as a precondition to construction of the WSF.

Section 2. Site Change. If, after the execution hereof, Tenant and Landlord desire to change the location of the Site on the Property, said change in Site location may be made only upon the mutual written consent of the Parties, in which event final approval of the new Site location within the Property shall be made by Tenant and Landlord's City Manager (with concurrence of the City Attorney). Any such agreed upon

new Site location on the Property shall be evidenced by a written Memorandum of Understanding between the Parties as to the change in Site location and by amended Exhibits "A" and "B", all of which are to be attached to the Lease. No other agreement or formal amendment to this Lease in connection with such change in Site location shall be necessary.

Section 3. Term.

A. Pre-CUP.

Tenant hereby agrees to lease the Site from Landlord for the nominal rent of One Hundred Dollars ($100.00) per month payable on the 1st day of each month pending the application for, and the approval of a CUP. The initial nominal rent payment shall be made within thirty (30) days of the Effective Date of this Lease. Prior to the approval of the CUP, the "Term" of this Lease shall mean the period beginning on the Effective Date of this Lease and ending on the date on which the CUP is approved. Upon approval of the CUP, the "Term" of this Lease shall automatically convert to that described in Section 2(B) below.

I. If Tenant fails to receive approval of a CUP from Landlord, or if Tenant fails to make application for a CUP within six (6) months of the Effective Date of this Lease, this Lease shall immediately terminate with no liability or responsibility by either Landlord or Tenant as to the other.

B. Post-CUP Approval

Upon approval of the CUP for Tenant's development of the Site, the "Term" of this Lease shall mean the five-year period beginning on the date of approval of the CUP ("Commencement Date"), as may be extended in accordance with the terms of this Section 2(B). During such term and commencing on the Commencement Date, Tenant shall pay rent in the amount of Two Thousand Eighty-Three Dollars ($2,083.00) per month. On the Commencement Date, Tenant shall pay prorated rent for the month in which the Commencement Date occurs, based on the number of days remaining until the end of the month. Thereafter, Tenant shall pay rent on the first day of each month until the expiration or earlier termination of this Lease. Rent shall be paid to the City of Redlands or to such other person as Landlord may, from time to time designate by written notice delivered to Tenant. The Term (post-CUP) of this Lease shall be automatically extended for three (3) additional five (5) year terms unless: (a) Either Party provides, at least six (6) months prior to the end of the then-current term, written notice to the other of its intent to terminate this Lease or (b) this Lease is terminated as otherwise provided for herein. Rent shall increase every five (5) years on the anniversary of the Commencement Date by Eighteen Percent (18%).

Section 4. Use of Site. Subject to the conditions set forth in Conditional Use Permit No. 872 attached hereto and incorporated herein by reference as Exhibit "C" (or to be attached upon procurement of the CUP), during the Term of this Lease, the Site

shall be used by Tenant for the purpose of installing, removing, replacing, maintaining, modifying and operating, at its sole expense, the WSF, including, without limitation, related antennas, equipment, cable, wiring, fixtures, backup power sources (including generator and fuel storage tank) and, if applicable, an antenna structure. Landlord hereby grants Tenant a license for ingress and egress to and from the Property and access to the Site, for any utilities to reach the Property and for Tenant access to the Site, as shown on Exhibit "B." Tenant shall have access to the Site twenty-four (24) hours per day, seven days per week. Tenant shall use the Site in a manner which shall not unreasonably disturb Landlord's occupancy and use of the Property, Landlord's other existing Tenants, or visitors to the Property.

Section 5. As Is Condition Except as otherwise expressly stated herein, Tenant is leasing the Site in "AS IS" condition and Landlord does not represent that the Site is suitable for Tenant's intended use. Tenant is responsible to undertake such due diligence as it deems necessary to determine the condition and suitability of the Site.

Section 6. Title and Quiet Possession. Landlord represents and agrees that: (a) it is the owner of the Site; (b) it has the right to enter into this Lease; (c) the person signing this Lease has the authority to sign on behalf of Landlord; and (d) Tenant is entitled to access to and use of the Site as provided herein throughout the Term of this Lease, as may be extended. Notwithstanding the foregoing, in the event of any situation that poses an immediate threat of substantial harm to persons and/or property which requires entry onto the Site by Landlord, Landlord may enter the Site and take such actions as are required to protect individuals or personal property from such substantial harm or damage; provided, however, that promptly and no longer than forty-eight (48) hours after Landlord's entry onto the Site, Landlord shall give Tenant telephonic and written notice of Landlord's entry onto the Site. Landlord covenants that, so long as Tenant timely pays the rent and performs its covenants under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Site.

Section 7. Assignment /Subletting. Subject to the conditions of the CUP, Tenant may sell, assign or transfer this Lease or sublet all or any portion of the Site at any time without Landlord's consent to: (a) any of Tenant's partners or parent firms and Tenant's and their affiliates and subsidiaries; (b) to any entity which acquires all or substantially all of Tenants assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or (c) any entity which acquires or receives an interest in the majority of communication towers of Tenant in the market defined by the Federal Communications Commission in which the Property is located. Except as otherwise provided in this Section 7, Tenant shall not sell, assign or transfer this Lease or sublet all or any portion of the Site to any other party without the prior written consent of Landlord, which consent shall not be unreasonably withheld. In the event that Tenant attempts any

assignment, sublease or transfer requiring Landlord's consent without Landlord's prior written consent, such action shall be null and void.

Section 8. Notices. All notices shall be in writing and shall become effective three (3) days after deposit in the United States mail, certified and postage prepaid. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this Section.

Tenant:

Cingular Wireless LLC.
Attention: Network Real Estate Administration
Re: Cingular Wireless
Cell Site #: ES022-02;
Cell Site Name: City of Redlands Water Tank
6100 Atlantic Boulevard
Norcross, GA 30071

Landlord:

City of Redlands
Municipal Utilities Department
P.O. Box 3005
Redlands, CA 92373

Copy concurrently to:

Cingular Wireless LLC
Attn.: Legal Department
Re: Cingular Wireless
Cell Site #: ES022-02;
Cell Site Name: City of Redlands Water Tank
15 East Midland Avenue
Paramus, New Jersey 07652

Section 9. Improvements. Tenant may, at its sole expense, make any improvements on the Site as permitted by the CUP. Tenant may make substitutions, replacements, upgrades and modifications to its WSF; provided, however, that such improvements remain within the physical parameters of the Site and do not violate the provisions of the CUP.

Section 10. Compliance with Laws. Tenant shall comply with all applicable laws relating to Tenant's operation of the WSF and to Tenant's construction of improvements on the Site pursuant to the CUP.

Section 11. Interference. Tenant shall resolve interference problems with other equipment located at the Property at the time of its entry onto the Site or with any equipment that Tenant attaches to the Site at any date, if Tenant desires to add additional equipment to the Site. Landlord will not permit the use of the Property or the installation of any future equipment that results in interference problems with Tenant's then-existing

equipment, subject to the terms set forth herein. Landlord shall have the right to allow other third party providers to install equipment on the Property (other than at Site), provided that such new provider's use may not interfere with Tenant's operations at the Site. Tenant shall allow installation of equipment for use by the Landlord, or its agencies or departments ("New Equipment"). However, prior to installation of any New Equipment at the Property, Landlord shall give Tenant not less than thirty (30) days prior written notice, which notice shall include the technical specifications of the New Equipment proposed to be installed and its proposed location. Landlord shall use its best efforts to locate the New Equipment on the Property in such manner as to prevent any interference between the operation of Tenant's equipment and the proposed New Equipment. If, despite such efforts by Landlord, interference cannot be avoided, Tenant may terminate this Lease by giving Landlord thirty (30) days prior written notice of termination. Tenant shall pay rent on a prorated basis until Tenant removes the WSF from the Site.

Section 12. Utilities. Landlord grants Tenant the right to obtain electrical and telephone service for the operation of its WSF and shall have the right to install, operate and maintain such utilities in the location designated in Exhibit "B" and pursuant to the CUP attached as Exhibit "C" (or to be attached upon the procurement of the CUP). Tenant shall pay for all utilities it uses at the Site. Landlord will cooperate, to the extent allowed by law, with Tenant's efforts to obtain utilities from any location provided by Landlord or the serving utility, and will sign any license agreement or other instrument reasonably required by the utility company and reasonably acceptable to Landlord; provided, however, that Landlord shall not incur any cost or expense therefore unless such costs are reimbursed therefore by Tenant.

Section 13. Termination.

A. Tenant may terminate this Lease at any time upon thirty (30) days prior notice to Landlord without further liability if: (i) Tenant does not obtain all permits, consents, licenses, non-disturbance agreements or other approvals (collectively, "Approvals") reasonably desired by Tenant or required from any governmental authority or any third party and related to or reasonably necessary to operate the WSF system, or any such Approvals are canceled, expire or are withdrawn or terminated; (ii) Landlord fails to have ownership of the Site or authority to enter into this Lease; (iii) Landlord violates or defaults on any of its obligations under this Lease or breaches any of its representations, warranties or covenants in this Lease; or (iv) Tenant, for any reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent shall be retained by Landlord, unless termination is pursuant to (i), (ii) or (iii) above, in which case all prepaid rents shall be returned promptly to Tenant.

B. If Landlord, in its reasonable and sole discretion, determines that the use of the Site by Tenant is impairing or hindering Landlord in its principle use of the Property so that continued use by Tenant is determined not to be in Landlord's best

interest, and Landlord delivers to Tenant written notice of the impairment and provides Tenant a reasonable period, not to exceed ninety (90) days from the date such notice is delivered, within which to cure said impairment, and such impairment or hindrance is not timely cured or Tenant informs Landlord that it is unable to cure said impairment within such 90-day period, Landlord may, without further liability, immediately terminate this Lease upon ten (10) days prior written notice to Tenant. Upon termination, all prepaid rent, as prorated by use, shall be returned to Tenant, up to a maximum of six (6) months of the then-current rent. Tenant shall be allowed to remove all of its personal property, including its equipment, cabling and antennas, and return the Site to its pre-Lease condition. Notwithstanding the foregoing, prior to exercising such termination right, Landlord and Tenant shall meet and confer in good faith and use reasonable endeavors to develop and implement solutions that may allow Tenant's use to continue upon the Site or elsewhere upon the Property. The Lanldord agrees not to terminate this lease within the First Term of the agreement.

C. Notwithstanding the foregoing, upon expiration or termination of this Lease and the written consent of Tenant, which such consent shall not be unreasonably withheld, Landlord shall have the right to purchase Tenant's antenna structure, but not any of Tenant's other communication equipment, facilities or improvements, for the then-current fair market value of the antenna structure. Fair market value shall be as agreed upon between the parties prior to Landlord's purchase. If the parties cannot agree upon a price within thirty (30) days after Tenant's receipt of Landlord's notice to exercise the option to purchase, each party shall pick an appraiser at its own cost. These two appraisers will select a third appraiser. This appraiser's fees shall be shared by the parties. The final price shall be determined by the agreement of a majority of the three appraisers. The purchase shall be made within ninety (90) days of the determination of the final price, unless otherwise agreed by Landlord and Tenant. Landlord shall exercise its option to purchase by giving Tenant written notice within thirty (30) days after the termination or expiration of this Lease. If Landlord fails to give notice of exercise of the option to purchase the antenna structure within said 30 days, Landlord's purchase option shall immediately and irrevocably terminate and be of no further force and effect, and Tenant shall remove the antenna structure as required under this Lease. If Landlord exercises the option to purchase the antenna structure, upon payment of the final price by Landlord, Tenant shall transfer the antenna structure to Landlord in its "AS-IS, WHERE-IS" condition, without any representation or warranty from Tenant, pursuant to a separate purchase agreement and Tenant shall thereafter be relieved of any and all responsibility or liability with respect to the existence or condition of the antenna structure. Landlord shall have the right to assign the foregoing right to purchase the antenna structure to another user of the antenna structure, which assignment shall be in writing, with a copy provided to Tenant.

D. Removal/Restoration. All portions of the WSF installed on the Property by Tenant will be and remain Tenant's personal property and, at Tenant's

option, may be removed by Tenant at any time during the Term. Landlord agrees that no part of the WSF constructed, erected or placed on the Property by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Property will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Footings, foundations, and concrete shall be removed to a depth of three-feet (3') below grade. Tenant shall restore the Property to its condition at the Effective Date of this Lease, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Property any underground utilities. Notwithstanding the foregoing, Tenant shall, within ninety (90) days of expiration, cancellation or termination of this Lease, or upon the lack of consent to the sale of the antenna structure to the Landlord, remove its building(s), antenna structure(s), footings, fixtures and all personal property and shall otherwise restore the Site to its original condition existing as of the Effective Date, reasonable wear and tear excepted.

Section 14. Default. If either party is in default under this Lease for a period of: (a) fifteen (15) days following receipt of notice of default from the non-defaulting party with respect to a default which may be cured solely by the payment of money; or (b) thirty (30) days following receipt of notice of default from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such thirty day period and proceeds with due diligence to fully cure the default, and cures no later than ninety (90) days from the notice of default.

Section 15. Indemnity. Landlord and Tenant shall indemnify, defend and hold each other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to the extent any claims or losses arise from the sole negligence or intentional misconduct of the indemnified party. The obligations under this section shall survive the expiration or termination of this Lease.

Section 16. Hazardous Substances. Landlord represents that no substance, chemical or waste (collectively, "Hazardous Substance") exists on or under the Property including the Site, that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use

any such Hazardous Substance on the Site in violation of any applicable law. Landlord and Tenant shall each hold the other harmless and indemnify the other from, and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent such noncompliance is caused by the other party. Landlord shall hold harmless, indemnify and defend Tenant for all claims or losses, including all costs and expenses, relating to any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused solely by the Tenant, in which event Tenant shall hold harmless, indemnify and defend Landlord for all costs and expenses, including attorneys' fees for said sole negligence of Tenant.

Section 17. Taxes. Tenant shall be responsible for all real and personal property taxes assessed directly upon the Site and arising from its use of the WSF on the Site.

Section 18. Insurance. Tenant shall procure and maintain commercial general liability insurance, with limits of not less than Three Million Dollars ($3,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Landlord prior to Tenant's occupancy of the Site. Landlord shall be named as an additional insured under the insurance policies required of Tenant, and such insurance shall be primary with respect to Landlord and non-contributing to any insurance or self-insurance maintained by Landlord as with respect to any liability arising solely in connection with the Site. Such policy shall provide that cancellation will not occur without at least thirty (30) days prior written notice to Landlord. Insurance requirements shall be reviewed by Landlord and adjusted by Landlord, in Landlord's reasonable and sole discretion, on every five-year anniversary date of this Lease. Tenant shall provide any new certificates of insurance with new limits of liability coverage within thirty (30) days of notice by Landlord to Tenant.

Section 19. Maintenance. Tenant shall be responsible for repairing and maintaining the WSF and any other improvements installed by Tenant at the Site in a proper operating and safe condition; provided, however, if any such repair or maintenance is required due to acts of Landlord, its agents or employees, Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Landlord will maintain

and repair all other portions of the Property of which the Site is a part in a proper operating and reasonably safe condition.

Section 20. Possessory Interest. In accordance with California Revenue and Tax Code Section 107.6, Landlord hereby notifies Tenant that the interest created by this Lease may be subject to property taxation and Tenant may be subject to the payment of a property/possessory interest tax levied on such interest. Tenant shall be solely responsible for the payment of such taxes and shall defend, indemnify and hold Landlord harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

Section 21. Miscellaneous.

A. This Lease applies to and binds the successors and assigns of the Parties to this Lease;

B. This Lease shall be governed by and construed in accordance with the laws of the State of California;

C. This Lease (including the Exhibits) constitutes the entire agreement of the Parties as to the subject matter hereof, and supersedes all prior written and verbal agreements, representations, promises and understandings between the Parties. Any amendments to this Lease shall be in writing and executed by the Parties;

D. If any provision of this Lease is determined by a court of competent jurisdiction invalid or unenforceable, to the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law unless such invalidity or unenforceability materially affects the purpose and reasons of the Parties for entering into this Lease; and

E. 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 costs and any other relief, be entitled to recovery of its reasonable attorneys' fees, including fees for in-house counsel of the Parties at rates prevailing in San Bernardino County, California.

Section 22. Recordation. In entering into this Lease, Tenant and Landlord acknowledge and agree that, among other things, it is the express intention of the parties that any and all other persons and/or potential successors in interest and assigns of Tenant have actual and constructive notice of Tenant's obligations under, and the benefits and burdens of, this Lease. Therefore, the Parties agree to execute a Memorandum of WSF Site Agreement (Exhibit "D"), which shall be recorded by Tenant in the official records of the County of San Bernardino. Said Memorandum shall be recorded prior to

commencement of construction. The cost of the recording of this Memorandum shall be paid for by Tenant.

Section 23. Subordination and Non-Disturbance. At Landlord's option, this Lease shall be subordinate to any mortgage or other security interest given by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Site as long as Tenant is not in default of this Lease. Landlord and Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, Landlord will, immediately after this Lease is executed, obtain and furnish to Tenant, a non-disturbance agreement from for each such mortgage or other security interest in recordable form. In the event that Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant, may, at its sole option and without obligation, cure or correct Landlord's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and Tenant shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by Tenant to cure or correct such defaults.

Section 24. Destruction of Site. If the Site or Property is destroyed, or damaged so as to hinder Tenant's effective use of the Site, Lessee shall have the option to attempt to correct the damage, in which event Landlord shall make available to Tenant within five (5) days a temporary site on the Property (or on other property owned or controlled by Landlord) that is mutually agreeable to both Landlord and Tenant and suitable for Tenant's use. Tenant may construct, operate, and maintain substitute Wireless Service Facilities thereon until the original Wireless Service Facilities are fully restored and operational on the Premises. Rent shall abate in full during any time that Tenant is unable to operate Wireless Service Facilities on the Property. Alternatively, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Landlord no more than 30 days following the date of damage or destruction.

Section 25 Condemnation. If a condemning authority takes all or a portion of the Property, which taking renders the Site unsuitable for Tenant's use, then Tenant may terminate this Lease as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of exercise of such power shall be treated as a taking by the condemning authority.

Section 26 Pre-Construction Testing. Tenant shall have the right (but not the obligation) at any time following the full execution of this Lease, to enter the Site for the

purposes of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Site for the WSF and for the purpose of preparing for the construction of the WSF. During any Tests or pre-construction work, Tenant will have insurance as set forth in this Lease. Tenant will notify Landlord of any proposed Test or pre-construction work and will coordinate the scheduling of the same with Landlord. If Tenant determines that the Site is unsuitable for Tenant's contemplated use, then Tenant will notify Landlord and this Lease will terminate.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals the day and year first above written.

LANDLORD:

City of Redlands,
a municipal corporation

By: _____
Mayor, City of Redlands
Jon Harrison

Date: July 18, 2006

Attest as to Mayor's signature:

_____
City Clerk, Lorrie Poyzer

Date: July 18, 2006

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: _____
Name: Martha Ventura
Title: Executive Director, Network Ops Greater LA

Date: 7/10/06

Attest as to signature:

_____
Title:
Name:

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION:

THE LAND SHOWN HEREON IS SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 15 AS LAID DOWN IN THE PLAT OR MAP OF THE CHICAGO COLONY RESERVATION, AS SURVEYED AND PLATTED T.M. PARSONS SURVEYOR, AND ON RECORD WITH THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY AND BEING ALSO PART OF BLOCK 77 OF THE SAN BERNARDINO RANCHO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF DEARBORN STREET 447.90 FEET SOUTH OF THE INTERSECTION OF THE CENTERLINE OF DEARBORN STREET AND TERRACE AVENUE;
THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 89°44'40" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 63°29'00" EAST, 105.10 FEET;
THENCE NORTH 52°00'00" EAST, 105.39 FEET;
THENCE NORTH 89°45'10" EAST, 586.19 FEET;
THENCE SOUTH 11°11'38" WEST, 518.56 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 5460.00 FEET, THE RADIAL OF SAID CURVE BEARS NORTH 19°15'22" EAST FROM SAID POINT;
THENCE MOVING NORTHWESTERLY ALONG SAID CURVE, AT AN ANGLE OF 02°39'36", A DISTANCE OF 253.49 FEET;
THENCE TANGENT TO SAID CURVE NORTH 68°05'02" WEST, 457.81; THENCE NORTH 00°15'20" WEST, 134.37 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 268,765.20 SQ. FEET = 6.17 ACRES

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.

THE FOLLOWING PARCELS LIE WITHIN THE HEREIN ABOVE DESCRIBED LAND AND ARE HEREBY DESCRIBED AS FOLLOWS:

PARCEL 1 (LEASE AREA):

BEGINNING AT THE SAID CENTERLINE INTERSECTION OF DEARBORN STREET AND TERRACE AVENUE, AS SHOWN ON SAID PLAT;

THENCE ALONG SAID CENTERLINE OF DEARBORN STREET SOUTH 00°15'20"E 505.91 FEET TO A POINT HEREAFTER DESCRIBED AS POINT "A";
THENCE LEAVING SAID CENTERLINE AND RUNNING NORTH 89°44'40" EAST A DISTANCE OF 91.61 FEET; THENCE SOUTH 64°07'23" EAST, 164.45 FEET;
THENCE SOUTH 75°23'30" EAST, 128.17 FEET;
THENCE SOUTH 40°07'10" EAST, 51.96 FEET;
THENCE SOUTH 90°00'00" EAST, 35.07 FEET;
THENCE SOUTH 45°00'00" EAST, 2.65 FEET TO THE TRUE POINT OF BEGINNING;



THENCE EAST, 45.72 FEET; THENCE SOUTH, 18.50 FEET;
THENCE WEST, 50.00 FEET; THENCE NORTH, 18.50 FEET; THENCE EAST, 4.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 925 SQ. FEET = 0.02 ACRES CALCULATED
ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.

REVISIONS

#	DATE	DESCRIPTION	BY
1	7/20/06	ADDED METES & BOUNDS DESC.	CW
2	8/10/06	REVISED PER PLAN CHECK COMMENTS	CW
3	8/31/06	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION
SITE NO. ES0079-01
DEARBORN RESERVOIR
LEASE AREA
UTILITY & ACCESS
EASEMENTS

cingular WIRELESS
12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

PREPARED BY:
BERT HAZE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET 1 OF 4 SHEETS
WRITTEN: 01/20/06
BY: CWW
CHECKED: BH
JOB# 300.081

EXHIBIT "A"

PARCEL 2 (UTILITY EASEMENT):

A STRIP OF LAND 2.00 FEET IN WIDTH, BEING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE ABOVE MENTIONED POINT "A";
THENCE NORTH 89°44'40" EAST A DISTANCE OF 91.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 64°07'23" EAST, 164.45 FEET; THENCE SOUTH 75°23'30" EAST, 128.17 FEET; THENCE SOUTH 40°07'10" EAST, 51.96 FEET; THENCE WEST, 24.04 FEET; THENCE NORTH 40°07'10" WEST, 13.03 FEET; THENCE, RETRACING THE PREVIOUS DESCRIBED LINE TO A POINT HEREIN AFTER, SOUTH 40°07'10" EAST, 13.03 FEET; THENCE EAST, 59.11 FEET; THENCE SOUTH 45°00'00" EAST, 2.65 FEET TO THE NORTH LINE OF THE BEFORE MENTIONED PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS, THE NORTH LINE OF PARCEL 1 AND ALL UTILITY FACILITIES.

CONTAINS 836 SQ. FEET = 0.02 ACRES CALCULATED

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A–2" AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL 3 (ACCESS EASEMENT):

A STRIP OF LAND 15.00 FEET IN WIDTH, BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT ABOVE MENTIONED POINT "A"; THENCE SOUTH 00°15'20" EAST, 59.39 FEET; THENCE NORTH 89°44'40" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 68°36'08" EAST, 32.43 FEET; THENCE SOUTH 68°36'08" EAST, 60.97 FEET; THENCE SOUTH 67°28'25" EAST, 100.00 FEET; THENCE SOUTH 67°45'10" EAST, 100.01 FEET; THENCE SOUTH 68°36'55" EAST, 54.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF 94°34'40" A DISTANCE OF 32.19 FEET; THENCE NORTH 16°48'24" EAST, 48.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF 92°35'17" A DISTANCE OF 31.51 FEET; THENCE SOUTH 70°36'19" EAST, 5.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH AN ANGLE OF 60°59'48" A DISTANCE OF 20.76 FEET; THENCE SOUTH 09°36'31" EAST, 10.95 FEET TO SAID NORTHERLY LINE OF PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS, THE NORTH LINE OF PARCEL 1, AND THE EASTERLY LINE OF DEARBORN STREET.

CONTAINS 6970.0 SQ. FEET = 0.16 ACRES CALCULATED

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A–3" AND BY THIS REFERENCE MADE A PART HEREOF.

PROFESSIONAL LAND SURVEYOR
BERT HAZE
No. 7211
Exp. 1-31-08
STATE OF CALIFORNIA

REVISIONS

#	DATE	DESCRIPTION	BY
1	1/20/06	ADDED METES & BOUNDS DESC.	CW
2	5/10/06	REVISED PER PLAN CHECK COMMENTS	CW
3	6/01/06	REVISED PER PLAN CHECK COMMENTS	CW
4	6/15/06	REVISED ACCESS EASEMENT	CW
5	9/29/06	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION
SITE NO. ES0079-01
DEARBORN RESERVOIR
LEASE AREA
UTILITY & ACCESS
EASEMENTS

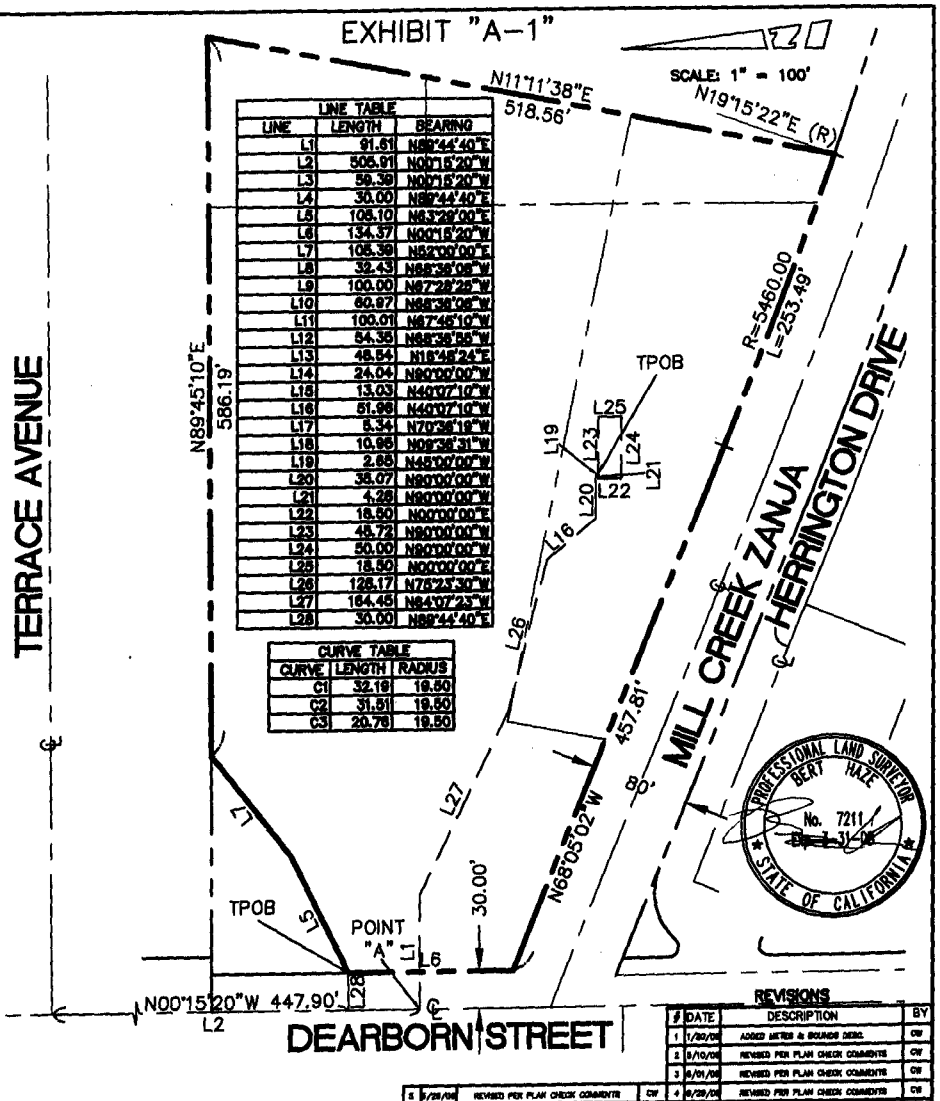
cingular WIRELESS
12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAZE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET 2 OF 4 SHEETS
WRITTEN: 01/20/06
BY: CWW
CHECKED: BH
JOB# 300.061

EXHIBIT "A-1"

SCALE: 1" = 100'



LINE TABLE		
LINE	LENGTH	BEARING
L1	91.61	N89°44'40"E
L2	505.91	N00°15'20"W
L3	59.39	N00°15'20"W
L4	30.00	N89°44'40"E
L5	105.10	N63°29'00"E
L6	134.37	N00°15'20"W
L7	105.39	N52°00'00"E
L8	32.43	N68°36'08"W
L9	100.00	N67°28'25"W
L10	60.87	N68°36'08"W
L11	100.01	N67°46'10"W
L12	54.35	N68°36'56"W
L13	48.54	N16°48'24"E
L14	24.04	N90°00'00"W
L15	13.03	N49°07'10"W
L16	51.98	N40°07'10"W
L17	5.34	N70°38'19"W
L18	10.98	N08°36'31"W
L19	2.65	N48°00'00"W
L20	35.07	N90°00'00"W
L21	4.28	N90°00'00"W
L22	18.50	N00°00'00"E
L23	48.72	N90°00'00"W
L24	50.00	N90°00'00"W
L25	18.50	N00°00'00"E
L26	128.17	N76°23'30"W
L27	164.45	N84°07'25"W
L28	30.00	N89°44'40"E

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	32.19	19.50
C2	31.51	19.50
C3	20.76	19.50

REVISIONS			
#	DATE	DESCRIPTION	BY
1	1/20/06	ADDED METES & BOUNDS DESC.	CW
2	9/10/06	REVISED PER PLAN CHECK COMMENTS	CW
3	9/01/06	REVISED PER PLAN CHECK COMMENTS	CW
4	9/29/06	REVISED PER PLAN CHECK COMMENTS	CW
5	9/29/06	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION

SITE NO. ES0079-01
DEARBORN RESERVOIR

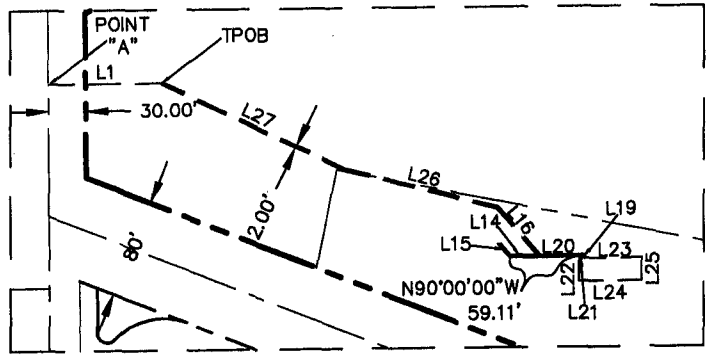
LEASE AREA
UTILITY & ACCESS
EASEMENTS

cingular WIRELESS
12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAZE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

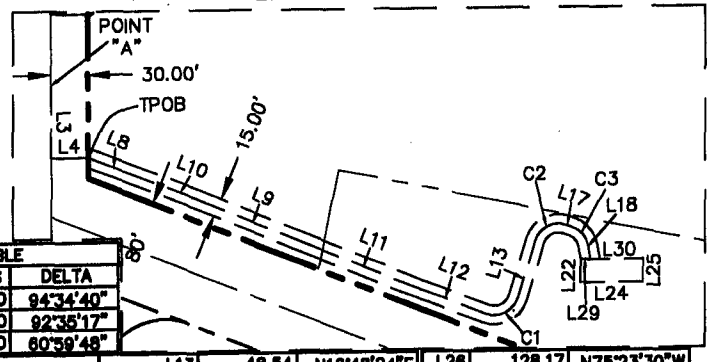
SHEET 3 OF 4 SHEETS
WRITTEN: 01/20/06
BY: CWW
CHECKED: BH
JOB# 300.081

EXHIBIT "A-2"



SCALE: 1" = 100'

EXHIBIT "A-3"



PROFESSIONAL LAND SURVEYOR
BERT HAZE
No. 7211
Exp. 9-31-08
STATE OF CALIFORNIA

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	32.19	19.50	94°34'40"
C2	31.51	19.50	92°35'17"
C3	20.76	19.50	60°59'48"

LINE TABLE		
LINE	LENGTH	BEARING
L1	91.61	N89°44'40"E
L2	505.91	N00°15'20"W
L3	59.39	N00°15'20"W
L4	30.00	N89°44'40"E
L5	105.10	N63°29'00"E
L6	134.37	N00°15'20"W
L7	105.39	N52°00'00"E
L8	32.43	N68°36'08"W
L9	100.00	N67°28'25"W
L10	60.97	N68°36'08"W
L11	100.01	N67°45'10"W
L12	54.35	N68°36'55"W
L13	48.54	N16°48'24"E
L14	24.04	N90°00'00"W
L15	13.03	N40°07'10"W
L16	51.96	N40°07'10"W
L17	5.34	N70°36'19"W
L18	10.95	N09°36'31"W
L19	2.65	N45°00'00"W
L20	35.07	N90°00'00"W
L21	4.28	N90°00'00"W
L22	18.50	N00°00'00"E
L23	45.72	N90°00'00"W
L24	50.00	N90°00'00"W
L25	18.50	N00°00'00"E
L26	128.17	N75°23'30"W
L27	164.45	N64°07'23"W
L28	30.00	N89°44'40"E
L29	7.61	N90°00'00"W
L30	42.56	N90°00'00"W

REVISIONS

#	DATE	DESCRIPTION	BY
1	1/20/06	ADDED METES & BOUNDS DESC.	CW
2	5/10/06	REVISED PER PLAN CHECK COMMENTS	CW
3	8/01/06	REVISED PER PLAN CHECK COMMENTS	CW
4	9/15/06	REVISED ACCESS EASEMENT	CW
5	9/29/06	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION

SITE NO. ES0079-01
DEARBORN RESERVOIR

LEASE AREA
UTILITY & ACCESS
EASEMENTS

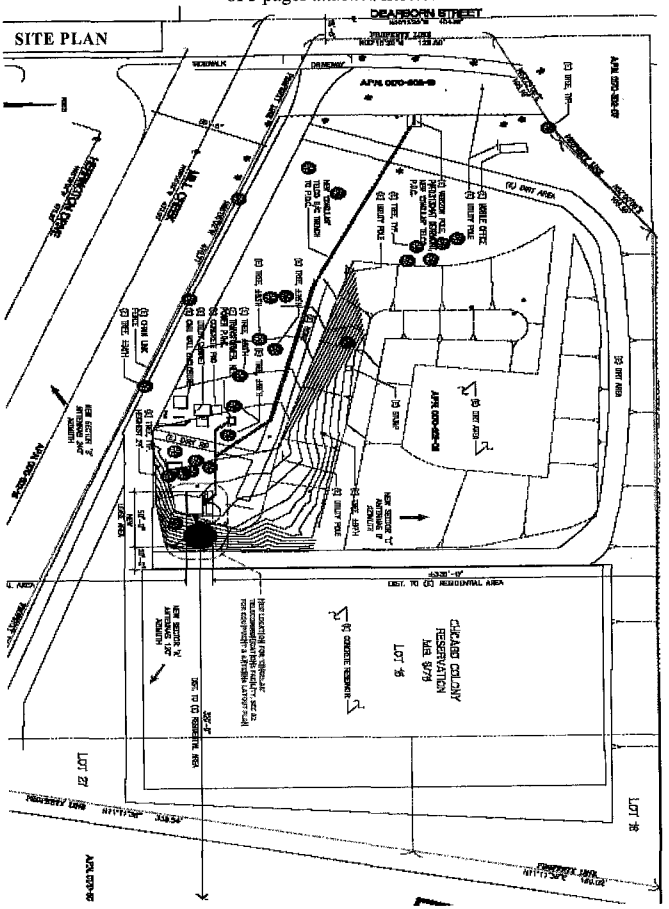
cingular WIRELESS
12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAZE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET 4 OF 4 SHEETS
WRITTEN: 01/20/06
BY: CWW
CHECKED: BH
JOB# 300.081

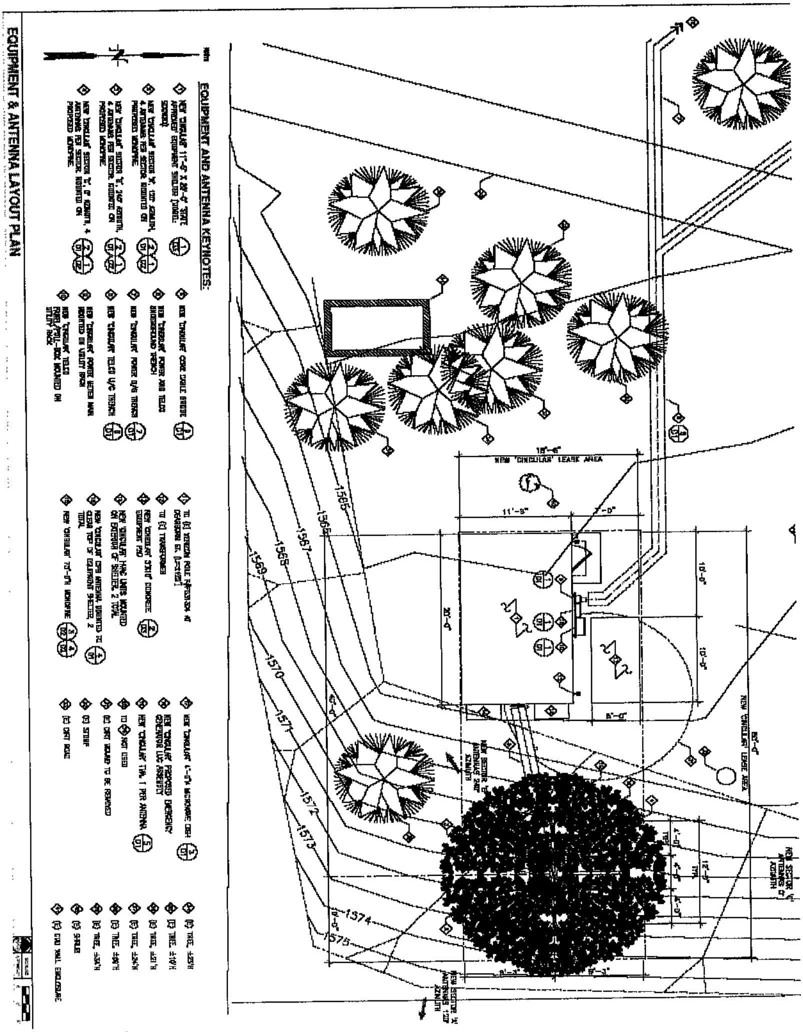
EXHIBIT "B"
TO
DESCRIPTION OF LEASED SITE
Page 1 of 3

Plans/drawings describing the leased Site and location of electrical and telephone utility routes consisting of 3 pages attached hereto.

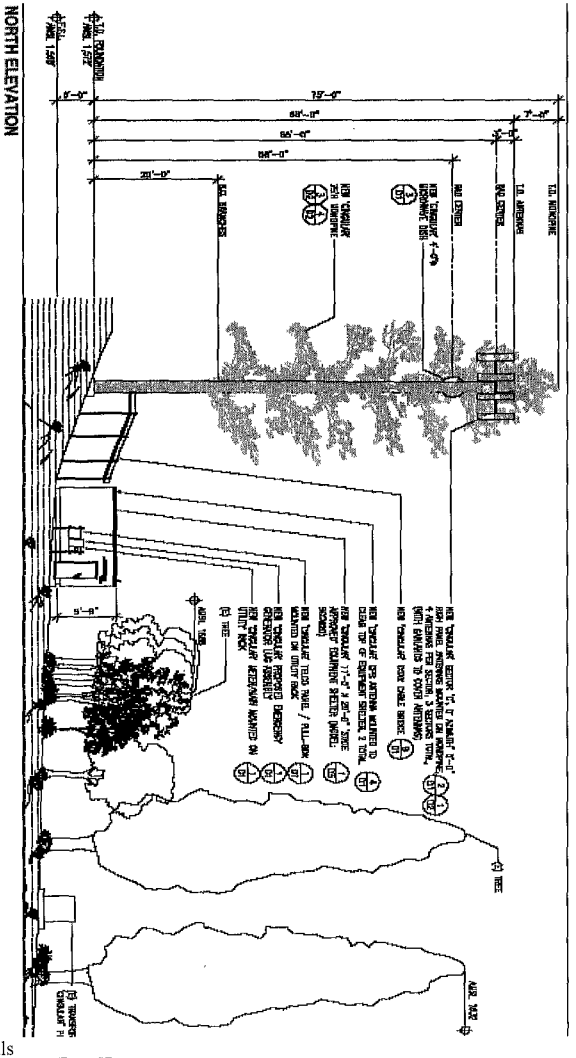


Landlord's Initials _____
Tenant's Initials _____

EXHIBIT "B"
Page 2 OF 3



Landlord's Initials ________
Tenant's Initials ________



Landlord's Initials _____
Tenant's Initials _____

EXHIBIT "C"
TO
WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
NEW CINGULAR WIRELESS PCS, LLC

TENANT'S CONDITIONAL USE PERMIT

Conditional Use Permit No. 872 Tenant's Conditional Use Permit issued by the City of Redlands consisting of _____pages attached hereto.

The Conditional Use Permit will be attached after this lease is signed upon issuance of the Conditional use Permit by the City to Tenant.

Landlord Initials _____

Tenant Initials_____

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

EXHIBIT "D"
TO
WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
NEW CINGULAR WIRELESS PCS, LLC

When Recorded Return To:

Cingular Wireless
Attn. Legal Department
15 East Midland Avenue
Paramus, NJ 07652

Re: Cell Site # ES0079-01
Cell Site Name: City of Redlands Dearborn Reservoir
State: California
County: San Bernardino

APN: 0170-302-06, 0170-302-17, 0170-302-18

Space Above This Line For Recorder's Use Only

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this 18th day of July, 2006, by and between the City of Redlands, a municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant"). Landlord and Tenant are individually referred to herein as a "Party," and collectively as the "Parties."

1. Landlord and Tenant entered into a certain Lease Agreement ("Lease") on the 18th day of July, 2006, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial Lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Lease, with four (4) successive five (5) year options to renew.

3. The property being leased to Tenant (the "Property") is described in **Exhibit A** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to

the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Redlands,
a municipal corporation

By: _____
Mayor, City of Redlands
Jon Harrison

Date: July 18, 2006

Attest as to Mayor's signature:

_____
City Clerk, Lorrie Poyzer

Date: July 18, 2006

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: _____
Name: Martha Ventura
Title: Executive Director, Network Ops Greater LA

Date: 7/10/06

Attest as to signature:

_____
Name:
Title:

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on July 18, 2006, before me, Teresa Ballinger, Assistant City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Jon Harrison and Lorrie Poyzer { X} personally known to me - or - { } 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 capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

CITY OF REDLANDS INCORPORATED 1888 CALIFORNIA

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: Teresa Ballinger
Teresa Ballinger, Assistant City Clerk
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

{ } **Individual(s) signing for oneself/themselves**
{ } **Corporate Officer(s)**
Title(s)_____
Company _____
{ } **Partner(s)**
Partnership_____
{ } **Attorney-In-Fact**
Principal(s) _____
{ } **Trustee(s)**
Trust _____
{ x } **Other**
Title(s): Mayor and City Clerk
Entity Represented: City of Redlands, a municipal corporation

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Title or Type of Document: Memorandum of Lease
Signer(s) Other Than Named Above: Martha Ventura, Executive Director, Network Ops Greater LA; New Cingular Wireless PCS, LLC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange } ss

On July 10, 2006 (Date) before me, Michael Van Lam (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))
personally appeared Martha Ventura (Name(s) of Signer(s))

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

MICHAEL VAN LAM
Commission # 1539893
Notary Public - California
Orange County
My Comm. Expires Jan 21, 2010

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer

Signer's Name _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s) _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave • P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800 876 6827

EXHIBIT "A"
TO
WIRELESS SERVICE FACILITY LAND LEASE AGREEMENT
BETWEEN THE CITY OF REDLANDS AND
NEW CINGULAR WIRELESS PCS, LLC

DESCRIPTION OF PROPERTY

APN #: 0170-302-06, 0170-302-17, 0170-302-18

to the Memorandum of Lease dated July 18, 2006, by and the City of Redlands, a municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant"). Landlord and Tenant are individually referred to herein as a "Party," and collectively as the "Parties."

Landlord owns certain property with an address of 500 N. Dearborn Avenue, Redlands, California 92374 hereinafter identified as the "Property," legally described as follows:

EXHIBIT "A" Description of property consisting of 4 pages attached hereto:

EXHIBIT "A"

LEGAL DESCRIPTION:

THE LAND SHOWN HEREON IS SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 15 AS LAID DOWN IN THE PLAT OR MAP OF THE CHICAGO COLONY RESERVATION, AS SURVEYED AND PLATTED T.M. PARSONS SURVEYOR, AND ON RECORD WITH THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY AND BEING ALSO PART OF BLOCK 77 OF THE SAN BERNARDINO RANCHO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF DEARBORN STREET 447.90 FEET SOUTH OF THE INTERSECTION OF THE CENTERLINE OF DEARBORN STREET AND TERRACE AVENUE;
THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 89°44'40" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 63°29'00" EAST, 105.10 FEET;
THENCE NORTH 52°00'00" EAST, 105.39 FEET;
THENCE NORTH 89°45'10" EAST, 586.19 FEET;
THENCE SOUTH 11°11'38" WEST, 518.56 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 5460.00 FEET, THE RADIAL OF SAID CURVE BEARS NORTH 19°15'22" EAST FROM SAID POINT;
THENCE MOVING NORTHWESTERLY ALONG SAID CURVE, AT AN ANGLE OF 02°39'36", A DISTANCE OF 253.49 FEET;
THENCE TANGENT TO SAID CURVE NORTH 68°05'02" WEST, 457.81; THENCE NORTH 00°15'20" WEST, 134.37 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 268,765.20 SQ. FEET = 6.17 ACRES

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.

THE FOLLOWING PARCELS LIE WITHIN THE HEREIN ABOVE DESCRIBED LAND AND ARE HEREBY DESCRIBED AS FOLLOWS:

PARCEL 1 (LEASE AREA):

BEGINNING AT THE SAID CENTERLINE INTERSECTION OF DEARBORN STREET AND TERRACE AVENUE, AS SHOWN ON SAID PLAT;

THENCE ALONG SAID CENTERLINE OF DEARBORN STREET SOUTH 00°15'20"E 505.91 FEET TO A POINT HEREAFTER DESCRIBED AS POINT "A";
THENCE LEAVING SAID CENTERLINE AND RUNNING NORTH 89°44'40" EAST A DISTANCE OF 91.61 FEET; THENCE SOUTH 64°07'23" EAST, 164.45 FEET;
THENCE SOUTH 75°23'30" EAST, 128.17 FEET;
THENCE SOUTH 40°07'10" EAST, 51.96 FEET;
THENCE SOUTH 90°00'00" EAST, 35.07 FEET;
THENCE SOUTH 45°00'00" EAST, 2.65 FEET TO THE TRUE POINT OF BEGINNING;



THENCE EAST, 45.72 FEET; THENCE SOUTH, 18.50 FEET;
THENCE WEST, 50.00 FEET; THENCE NORTH, 18.50 FEET; THENCE EAST, 4.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 925 SQ. FEET = 0.02 ACRES CALCULATED
ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.

REVISIONS

#	DATE	DESCRIPTION	BY
1	7/26/06	ADDED NOTES & BOUNDS DESC.	CW
2	8/16/06	REVISED PER PLAN CHECK COMMENTS	CW
3	9/19/06	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION **SITE NO. ES0079-01** **DEARBORN RESERVOIR** **LEASE AREA** **UTILITY & ACCESS** **EASEMENTS**	cingular WIRELESS 12900 PARK PLAZA DRIVE CERRITOS, CA 90703	PREPARED BY: **BERT HAZE** AND ASSOCIATES, INC. LAND SURVEYING & MAPPING 3188 AIRWAY AVE. SUITE K1 COSTA MESA, CALIFORNIA 92626 714 557-1567 OFFICE 714 557-1568 FAX	SHEET 1 OF 4 SHEETS WRITTEN: 01/20/06 BY: CWW CHECKED: BH JOB# 300.061

EXHIBIT "A"

PARCEL 2 (UTILITY EASEMENT):

A STRIP OF LAND 2.00 FEET IN WIDTH, BEING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE ABOVE MENTIONED POINT "A";
THENCE NORTH 89°44'40" EAST A DISTANCE OF 91.61 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 64°07'23" EAST, 164.45 FEET; THENCE SOUTH 75°23'30" EAST, 128.17 FEET; THENCE SOUTH 40°07'10" EAST, 51.96 FEET; THENCE WEST, 24.04 FEET; THENCE NORTH 40°07'10" WEST, 13.03 FEET; THENCE, RETRACING THE PREVIOUS DESCRIBED LINE TO A POINT HEREIN AFTER, SOUTH 40°07'10" EAST, 13.03 FEET; THENCE EAST, 59.11 FEET; THENCE SOUTH 45°00'00" EAST, 2.65 FEET TO THE NORTH LINE OF THE BEFORE MENTIONED PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS, THE NORTH LINE OF PARCEL 1 AND ALL UTILITY FACILITIES.

CONTAINS 836 SQ. FEET = 0.02 ACRES CALCULATED

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-2" AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL 3 (ACCESS EASEMENT):

A STRIP OF LAND 15.00 FEET IN WIDTH, BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT ABOVE MENTIONED POINT "A"; THENCE SOUTH 00°15'20" EAST, 59.39 FEET; THENCE NORTH 89°44'40" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 68°36'08" EAST, 32.43 FEET; THENCE SOUTH 68°36'08" EAST, 60.97 FEET; THENCE SOUTH 67°28'25" EAST, 100.00 FEET; THENCE SOUTH 67°45'10" EAST, 100.01 FEET; THENCE SOUTH 68°36'55" EAST, 54.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF 94°34'40" A DISTANCE OF 32.19 FEET; THENCE NORTH 16°48'24" EAST, 48.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF 92°35'17" A DISTANCE OF 31.51 FEET; THENCE SOUTH 70°36'19" EAST, 5.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH AN ANGLE OF 60°59'48" A DISTANCE OF 20.76 FEET; THENCE SOUTH 09°36'31" EAST, 10.95 FEET TO SAID NORTHERLY LINE OF PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS, THE NORTH LINE OF PARCEL 1, AND THE EASTERLY LINE OF DEARBORN STREET.

CONTAINS 6970.0 SQ. FEET = 0.16 ACRES CALCULATED

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-3" AND BY THIS REFERENCE MADE A PART HEREOF.

PROFESSIONAL LAND SURVEYOR
BERT HAZE
No. 7211
Exp. 1-31-09
STATE OF CALIFORNIA

REVISIONS

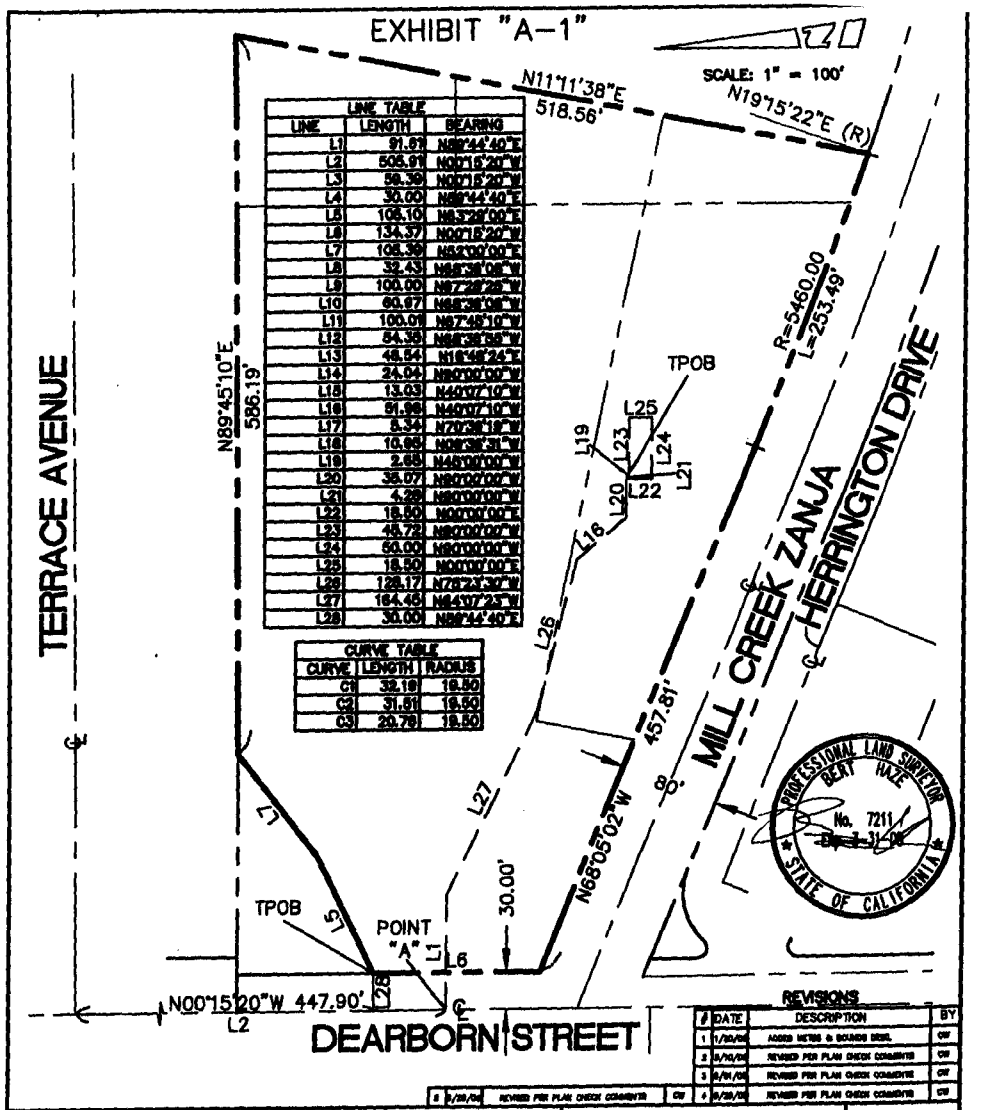
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2	2/10/09	REVISED PER PLAN CHECK COMMENTS	CW
3	2/27/09	REVISED PER PLAN CHECK COMMENTS	CW
4	3/19/09	REVISED ACCESS EASEMENT	CW
5	3/20/09	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION
SITE NO. ES0079-01
DEARBORN RESERVOIR
LEASE AREA
UTILITY & ACCESS
EASEMENTS

cingular WIRELESS
12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAZE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET 2 OF 4 SHEETS
WRITTEN: 01/20/09
BY: CWW
CHECKED: BH
JOB # 300.081



LINE TABLE		
LINE	LENGTH	BEARING
L1	91.61	N89°44'40"E
L2	505.91	N00°15'20"W
L3	58.39	N00°15'20"W
L4	30.00	N89°44'40"E
L5	108.10	N83°28'00"E
L6	134.37	N00°15'20"W
L7	108.39	N83°00'00"E
L8	32.43	N68°36'08"W
L9	100.00	N67°28'28"W
L10	60.67	N68°36'08"W
L11	100.01	N67°46'10"W
L12	84.39	N68°36'08"W
L13	48.54	N16°46'24"E
L14	24.04	N82°00'00"W
L15	13.03	N40°07'10"W
L16	91.86	N40°07'10"W
L17	8.34	N70°36'18"W
L18	10.69	N08°36'31"W
L19	2.65	N48°00'00"W
L20	38.07	N82°00'00"W
L21	4.28	N82°00'00"W
L22	18.50	N00°00'00"E
L23	48.72	N82°00'00"W
L24	50.00	N82°00'00"W
L25	18.50	N00°00'00"E
L26	128.17	N78°23'30"W
L27	164.46	N84°07'23"W
L28	30.00	N89°44'40"E

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	32.19	19.50
C2	31.51	19.50
C3	20.79	19.50

REVISIONS			
#	DATE	DESCRIPTION	BY
1	1/30/06	ADDED NOTES & BOUNDS DESC.	CW
2	5/10/06	REVISED PER PLAN CHECK COMMENTS	CW
3	6/01/06	REVISED PER PLAN CHECK COMMENTS	CW
4	9/29/06	REVISED PER PLAN CHECK COMMENTS	CW
5	7/20/06	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION

SITE NO. ES0079-01
DEARBORN RESERVOIR

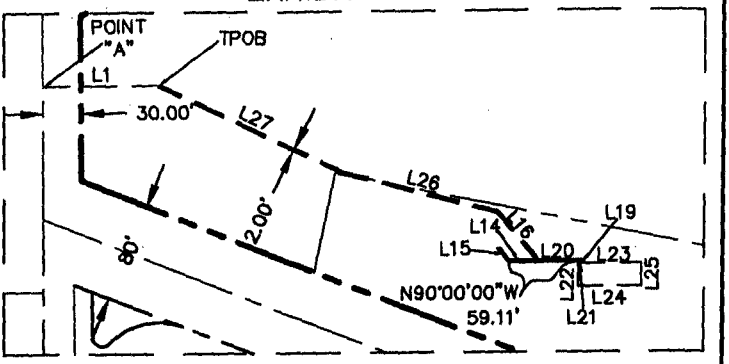
LEASE AREA
UTILITY & ACCESS
EASEMENTS

cingular WIRELESS
12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAKE AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
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COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
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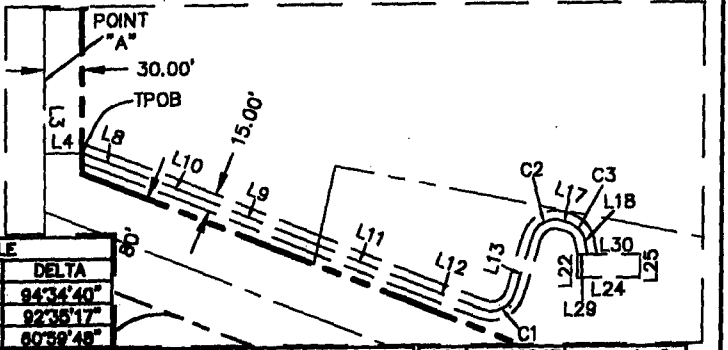
SHEET 3 OF 4 SHEETS
WRITTEN: 01/20/06
BY: CWW
CHECKED: BH
JOB# 300.061

EXHIBIT "A-2"



SCALE: 1" = 100'

EXHIBIT "A-3"



PROFESSIONAL LAND SURVEYOR BERT HAZE No. 7211 STATE OF CALIFORNIA

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	32.19	19.50	94°34'40"
C2	31.61	19.50	92°35'17"
C3	20.78	19.50	60°59'48"

LINE TABLE		
LINE	LENGTH	BEARING
L1	91.61	N89°44'40"E
L2	505.91	N00°15'20"W
L3	59.39	N00°15'20"W
L4	30.00	N89°44'40"E
L5	105.10	N63°29'00"E
L6	134.37	N00°15'20"W
L7	105.39	N52°00'00"E
L8	32.43	N68°36'05"W
L9	100.00	N67°28'25"W
L10	60.97	N68°36'05"W
L11	100.01	N67°45'10"W
L12	54.35	N68°36'55"W
L13	48.54	N16°48'24"E
L14	24.04	N90°00'00"W
L15	13.03	N40°07'10"W
L16	51.96	N40°07'10"W
L17	5.34	N70°38'19"W
L18	10.95	N09°36'31"W
L19	2.65	N45°00'00"W
L20	35.07	N90°00'00"W
L21	4.28	N90°00'00"W
L22	18.50	N00°00'00"E
L23	45.72	N90°00'00"W
L24	50.00	N90°00'00"E
L25	18.50	N00°00'00"E
L26	128.17	N75°23'30"W
L27	164.45	N64°07'23"W
L28	30.00	N89°44'40"E
L29	7.81	N90°00'00"W
L30	42.56	N90°00'00"W

REVISIONS

#	DATE	DESCRIPTION	BY
1	1/20/06	ADDED METES & BOUNDS DESC.	CW
2	5/10/06	REVISED PER PLAN CHECK COMMENTS	CW
3	6/01/06	REVISED PER PLAN CHECK COMMENTS	CW
4	6/16/06	REVISED ACCESS EASEMENT	CW
5	7/20/06	REVISED PER PLAN CHECK COMMENTS	CW

LEGAL DESCRIPTION

SITE NO. ES0079-01
DEARBORN RESERVOIR

LEASE AREA
UTILITY & ACCESS
EASEMENTS

cingular WIRELESS
12900 PARK PLAZA DRIVE
CERRITOS, CA 90703

BERT HAZE
AND ASSOCIATES, INC.
LAND SURVEYING & MAPPING
3188 AIRWAY AVE. SUITE K1
COSTA MESA, CALIFORNIA 92626
714 557-1567 OFFICE
714 557-1568 FAX

SHEET 4 OF 4 SHEETS
WRITTEN: 01/20/06
BY: CWW
CHECKED: BH
JOB # 300.061

ES0089-01 'Dearborn Resevoir'

S.N.D.A.

- Not Required, per Title Review Memo.

Lease No._____
Structure No. 10103767

SITE LEASE

to the Master Lease Agreement between New Cingular Wireless Headquarters, LLC a Delaware limited liability company d/b/a "Cingular Wireless" and, together with its wireless communications affiliates which elect to participate in this Lease, collectively "Landlord" and CLEARWIRE LLC, a Nevada limited liability company (predecessor-in-interest to CLEARWIRE US LLC) ("Tenant").

1. Site No./Name: Landlord: FA# 10103767 / ES-0079-01
   Tenant: CA-RVS1513 / Dearborn Street Monopine

2. Name of Tenant Affiliates: Clear Wireless LLC, a Nevada limited liability company

3. Site Address (street address and legal description – attach if necessary):
   444 North Dearborn Street, Redlands, San Bernardino County, California

4. Site Latitude and Longitude: 34-3-33.588 N 117-8-46.103 W

5. Commencement Date: The earlier of: (i) the date Tenant commences construction of its Facilities or (ii) one hundred and twenty (120) days after the execution of this Site Lease by both Landlord and Tenant.

6. Monthly Rent: One Thousand Two Hundred Dollars ($1,200.00).

7. Term: Five (5) years, with Four (4) renewal terms of Five (5) years each.

8. Site Landlord-Owned: _____ or Landlord-Leased: _X_.
   If Leased, Term of Underlying Lease: Commencing August 28, 2006 for an initial term of five (5) years, and for three (3) additional five (5) year terms.

9. Special Access Requirements: N/A

10. Existing Mortgages, etc.: N/A

11. Existing Environmental Issues: N/A

12. Landlord Contact for Access for Emergency: NOC (800) 638-2822

13. Tenant Contact for Emergency: NOC: 1-866-316-7575

14. Tenant Address for Notice Purposes:
    Clear Wireless LLC
    Attn: Site Leasing
    4400 Carillon Point
    Kirkland, WA 98033

With a Copy to:
Clear Wireless LLC
Attn: Legal Department
4400 Carillon Point
Kirkland, WA 98033

15. Landlord Address for Notice Purposes:
AT&T Mobility
Attn: Network Real Estate Administration
Re: Cell Site # 87568; Cell Site Name: ES-0079-01 (CA)
FA # 10103767
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a Copy to: (USPS)
AT&T Mobility
Attn: Legal
Re: Cell Site # 87568; Cell Site Name: ES-0079-01 (CA)
FA # 10103767
P.O. Box 97061
Redmond, WA 98073-9761

(Overnight)
AT&T Mobility
Attn: Legal
Re: Cell Site # 87568; Cell Site Name: ES-0079-01 (CA)
FA # 10103767
16331 NE 72nd Way
Redmond, WA 98052-7827

16. Landlord Address for Rent Payments:
AT&T Mobility
Attn: Co-location A/R
Re: Cell Site # 87568; Cell Site Name: ES-0079-01 (CA)
FA # 10103767
P.O. Box 97079
Redmond, WA 98073-9779

17. Special Provisions:

(a) The parties acknowledge that pursuant to this Site Lease, Tenant's proposed equipment is described in Exhibit 2. Prior to commencing construction to install Tenant's equipment, Tenant is required to have a passing structural analysis stating that the tower is of sufficient structural capacity to accommodate Landlord's existing and future equipment, the equipment of current tenants on the tower, and Tenant's proposed antennas and equipment. Notice to proceed with construction will be withheld until a passing structural analysis is approved by Landlord.

In the event the tower requires modification to support Tenant's Proposed Installation, Landlord's approved vendor shall provide a Modification Plan for Tower Reinforcement and a quote for the required modifications ("Reinforcement Costs"). Tenant shall within thirty (30) days of receipt of the Reinforcement Costs, have the option to issue Landlord a purchase order or payment to proceed with the modifications, modify proposed equipment to pass structural analysis, or terminate this Site Lease. Tenant's option shall be memorialized through the execution of an amendment

(b) This Site Lease is contingent upon Prime Landlord's written consent to collocation/subleasing. Prime Landlord's consent has been requested by Landlord. No notice to proceed or commencement of construction shall be issued to Tenant or started by Tenant until Landlord has been granted written consent by the Prime Landlord. Tenant further agrees and acknowledges that any additional monetary compensation required for consent will require an amendment to this Site Lease requiring Tenant to reimburse Landlord the cost of said compensation, equal to the amount paid to the Prime Landlord for consent. In the event that the Prime Landlord does not give consent within ninety days of full execution of this Site Lease, this Site Lease is void and of no further force or effect. In no event will Rent commence before Prime Landlord's consent is obtained.

[SIGNATURES ON NEXT PAGE]

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Landlord:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Neil Boyer
Title: Director - Network
Date: 8-25-09

Tenant:

Clear Wireless LLC,
a Nevada limited liability company

By: _____
Name: MICHAEL MCNELLY
Title: DIRECTOR NETWORK DEPLOYMENT
Date: 8/14/09

Attachments:

Exhibit 1: Legal Description

Exhibit 2: Description of Antennas/Dishes Location(s)

Exhibit 3: Plans and Specifications

Exhibit 4: Existing Liens, Rights of Way, Easements and Mortgages

Exhibit 5: Current Wireless Communications Uses of Site

EXHIBIT 1

Legal Description

A portion of the property described below and more commonly known as 444 North Dearborn Street, Redlands, San Bernardino, California

LEGAL DESCRIPTION:

THE LAND SHOWN HEREON IS SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 15 AS LAID DOWN IN THE PLAT OR MAP OF THE CHICAGO COLONY RESERVATION, AS SURVEYED AND PLATTED T.M. PARSONS SURVEYOR, AND ON RECORD WITH THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY AND BEING ALSO PART OF BLOCK 77 OF THE SAN BERNARDINO RANCHO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF DEARBORN STREET 447.90 FEET SOUTH OF THE INTERSECTION OF THE CENTERLINE OF DEARBORN STREET AND TERRACE AVENUE;
THENCE LEAVING SAID CENTERLINE AND RUNNING SOUTH 89°44'40" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 63°29'00" EAST, 105.10 FEET;
THENCE NORTH 52°00'00" EAST, 105.39 FEET;
THENCE NORTH 89°45'10" EAST, 586.19 FEET;
THENCE SOUTH 11°11'38" WEST, 519.56 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 5460.00 FEET, THE RADIAL OF SAID CURVE BEARS NORTH 19°15'22" EAST FROM SAID POINT;
THENCE MOVING NORTHWESTERLY ALONG SAID CURVE, AT AN ANGLE OF 02°39'36", A DISTANCE OF 253.49 FEET;
THENCE TANGENT TO SAID CURVE NORTH 88°05'02" WEST, 457.81; THENCE NORTH 00°15'20" WEST, 134.37 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 286,765.20 SQ. FEET = 6.17 ACRES

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.

THE FOLLOWING PARCELS LIE WITHIN THE HEREIN ABOVE DESCRIBED LAND AND ARE HEREBY DESCRIBED AS FOLLOWS:

PARCEL 1 (TRUE AREA):

BEGINNING AT THE SAID CENTERLINE INTERSECTION OF DEARBORN STREET AND TERRACE AVENUE, AS SHOWN ON SAID PLAT;

THENCE ALONG SAID CENTERLINE OF DEARBORN STREET SOUTH 00°15'20"E 605.91 FEET TO A POINT HEREAFTER DESCRIBED AS POINT "A";
THENCE LEAVING SAID CENTERLINE AND RUNNING NORTH 89°44'40" EAST A DISTANCE OF 91.61 FEET; THENCE SOUTH 84°07'23" EAST, 164.46 FEET;
THENCE SOUTH 73°23'30" EAST, 128.17 FEET;
THENCE SOUTH 40°07'10" EAST, 51.98 FEET;
THENCE SOUTH 90°00'00" EAST, 36.07 FEET;
THENCE SOUTH 45°00'00" EAST, 2.65 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EAST, 45.72 FEET; THENCE SOUTH, 18.50 FEET;
THENCE WEST, 50.00 FEET; THENCE NORTH, 18.50 FEET; THENCE EAST, 4.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 925 SQ. FEET = 0.02 ACRES CALCULATED
ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-1" AND BY THIS REFERENCE MADE A PART HEREOF.



REVISIONS		
#	DATE	DESCRIPTION
2	[illegible]	[illegible]
1	[illegible]	[illegible]
0	[illegible]	[illegible]

PARCEL 2 (UTILITY EASEMENT):

A STRIP OF LAND 2.00 FEET IN WIDTH, BEING 1.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE ABOVE MENTIONED POINT "A";
THENCE NORTH 89°44'40" EAST A DISTANCE OF 81.61 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 84°07'23" EAST, 184.46 FEET; THENCE SOUTH 75°23'30" EAST, 128.17 FEET;
THENCE SOUTH 40°07'10" EAST, 51.98 FEET; THENCE WEST, 24.04 FEET; THENCE NORTH 40°07'10" WEST, 13.03 FEET; THENCE, RETRACING THE PREVIOUS DESCRIBED LINE TO A POINT HEREIN AFTER, SOUTH 40°07'10" EAST, 13.03 FEET; THENCE EAST, 59.11 FEET; THENCE SOUTH 46°00'00" EAST, 2.88 FEET TO THE NORTH LINE OF THE BEFORE MENTIONED PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS, THE NORTH LINE OF PARCEL 1 AND ALL UTILITY FACILITIES.

CONTAINS 836 SQ. FEET = 0.02 ACRES CALCULATED

ATTACHED HERETO IS A PLAT LABELED "EXHIBIT A-2" AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL 3 (ACCESS EASEMENT):

A STRIP OF LAND 15.00 FEET IN WIDTH, BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT ABOVE MENTIONED POINT "A"; THENCE SOUTH 00°15'20" EAST, 59.39 FEET; THENCE NORTH 89°44'40" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88°36'08" EAST, 32.43 FEET; THENCE SOUTH 88°36'08" EAST, 80.97 FEET; THENCE SOUTH 87°28'25" EAST, 100.00 FEET; THENCE SOUTH 87°46'10" EAST, 100.01 FEET; THENCE SOUTH 88°36'55" EAST, 54.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF 94°34'40" A DISTANCE OF 32.19 FEET; THENCE NORTH 18°48'24" EAST, 48.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE NORTHEASTERLY THROUGH AN ANGLE OF 92°36'17" A DISTANCE OF 31.51 FEET; THENCE SOUTH 70°36'19" EAST, 5.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS 19.50 FEET IN LENGTH; THENCE ALONG SAID CURVE SOUTHEASTERLY THROUGH AN ANGLE OF 80°58'48" A DISTANCE OF 20.76 FEET; THENCE SOUTH 09°36'31" EAST, 10.68 FEET TO SAID NORTHERLY LINE OF PARCEL 1.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO INTERSECT AT ALL ANGLE POINTS, THE NORTH LINE OF PARCEL 1, AND THE EASTERLY LINE OF DEARBORN STREET.

CONTAINS 6870.0 SQ. FEET = 0.16 ACRES CALCULATED

EXHIBIT 2

Description of Antennas / Dishes Location(s)

(including description of the antenna location, and location of ground equipment on the ground portion of the Premises)

Number of Antennas:	Three (3)
Antenna Manufacturer and Type-Number:	Kathrein 84010054
Weight and Dimension of Antenna(s) (L x W x D):	30 lbs; 42" x 12.7" x 2.8"
Location of Antenna(s) on Tower (Approved RAD Center):	Forty-Two Feet (42')
Number of MW Dishes:	Two (2)
MW Dish Manufacturer and Type-Number:	Andrew VHLP2-18
MW diameter and approved RAD Center:	26" dishes @ Forty-One Feet (41')
Number of Transmission Lines:	Eight (8)
Diameter and Length of Transmission Line:	Six (6) 5/16" & Two (2) ½"; +/- 75'
Direction of Radiation (Azimuth):	antennas: 0-120-240; dishes: 0
Dimensions of Tenant's Ground Space:	7' x 7'
Frequencies/Max. Power Output:	2500-2686 & 17700-19700 MHz; 450 watts
Other Equipment to be placed on Tower:	Three (3) Motorla DAP BTS
Dimensions of Additional Equipment:	45 lbs; 26" x 12" x 9"

EXHIBIT 3

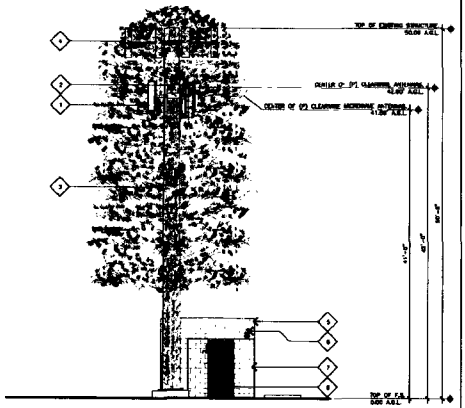
Site Plans and Specifications

ENLARGED SITE PLAN KEYNOTES
ENLARGED SITE PLAN GENERAL NOTES
clearwire
JRA
DEARBORN STREET
MONOPINE
CA-RVS1513A
444 NORTH DEARBORN STREET
REDLANDS, CALIFORNIA 92374
REVISIONS
SHEET TITLE
ENLARGED SITE PLAN
SHEET NUMBER
A-1
SCALE:
1/2"=1'-0"
ENLARGED SITE PLAN

Redlands Regular Meeting of 09-02-25

ELEVATION KEYNOTES

1. PROPOSED CLEARWIRE PANEL ANTENNAS MOUNTED ON AN EXISTING MONOPINE.
2. PROPOSED CLEARWIRE MICROWAVE ANTENNA MOUNTED ON AN EXISTING MONOPINE.
3. EXISTING MONOPINE.
4. EXISTING AND REMAINING ANTENNAS MOUNTED ON AN EXISTING MONOPINE.
5. EXISTING AT&T EQUIPMENT SHELTER.
6. PROPOSED CLEARWIRE EQUIPMENT CABINET MOUNTED TO EXISTING BLOCK WALL ENCLOSURE.
7. PROPOSED CLEARWIRE 6'-0" HIGH BLOCK WALL ENCLOSURE.
8. PROPOSED CLEARWIRE GPS ANTENNA.



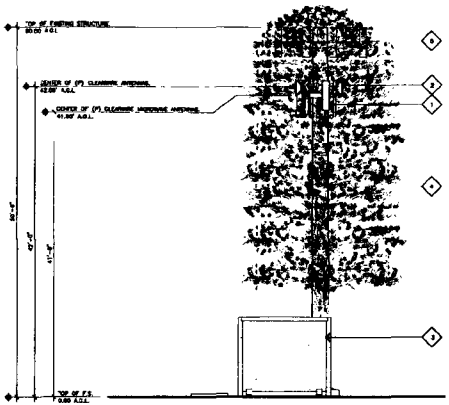
EAST ELEVATION

SCALE: 3/16"=1'-0" 0 3" 6"

2

ELEVATION KEYNOTES

1. PROPOSED CLEARWIRE PANEL ANTENNAS MOUNTED ON AN EXISTING MONOPINE.
2. PROPOSED CLEARWIRE MICROWAVE ANTENNA MOUNTED ON AN EXISTING MONOPINE.
3. EXISTING AT&T EQUIPMENT SHELTER.
4. EXISTING MONOPINE.
5. EXISTING AT&T ANTENNAS MOUNTED ON AN EXISTING MONOPINE.



WEST ELEVATION

SCALE: 3/16"=1'-0" 0 3" 6"

1

clearwire

4400 CARILLON POINT
KIRKLAND, WASHINGTON 98033

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CLEARWIRE INTERESTS IS STRICTLY PROHIBITED.

WFI

2110 CONVENTION CENTER WAY, SUITE 200
SAN DIEGO, CA 92101

JRA

Jeffrey Reese & Associates, Inc.
Arizona • California • Nevada
Arizona (602) 840-4500
California (619) 299-8886
Nevada (702) 940-4500

LICENSED ARCHITECT
C-XXXX
EXPIRES XX/XX/XXXX
STATE OF CALIFORNIA

DEARBORN STREET MONOPINE
CA-RVS1513A
444 NORTH DEARBORN STREET
REDLANDS, CALIFORNIA 92374

REVISIONS

NO.	DATE	DESCRIPTION	INITIAL
1	08.01.25	PER JURISDICTIONAL COMMENTS	RS
2	08.15.25	PER JURISDICTIONAL COMMENTS	RS
3	08.22.25	PER JURISDICTIONAL COMMENTS	RS
4	08.29.25	PER JURISDICTIONAL COMMENTS	RS

NOT FOR CONSTRUCTION UNLESS THIS IS AN ORIGINAL BC

SHEET TITLE
ELEVATIONS

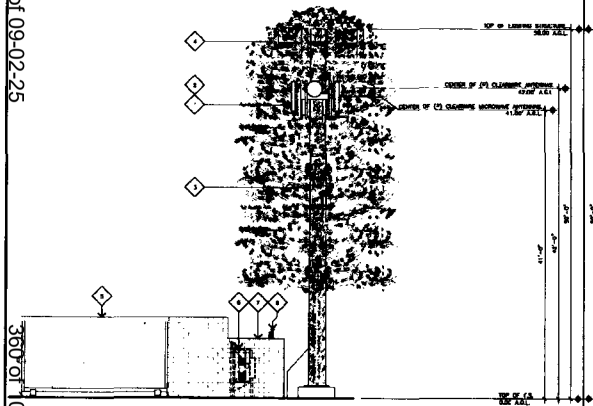
SHEET NUMBER
A-2

PROJECT NUMBER: 370000

Redlands Regular Meeting of 09-02-25
360 of 1096

ELEVATION KEYMOTES

- PROPOSED CLEARWIRE PANEL ANTENNAS MOUNTED ON AN EXISTING MONOPINE.
- PROPOSED CLEARWIRE MICROWAVE ANTENNAS MOUNTED ON AN EXISTING MONOPINE.
- EXISTING MONOPINE.
- EXISTING AT&T ANTENNAS MOUNTED ON AN EXISTING MONOPINE.
- EXISTING AT&T EQUIPMENT SHELTER.
- PROPOSED CLEARWIRE EQUIPMENT CABINET MOUNTED TO EXISTING BLOCK WALL ENCLOSURE.
- PROPOSED CLEARWIRE 8'-0" HIGH BLOCK WALL ENCLOSURE TO MATCH.
- PROPOSED CLEARWIRE GPS ANTENNA.



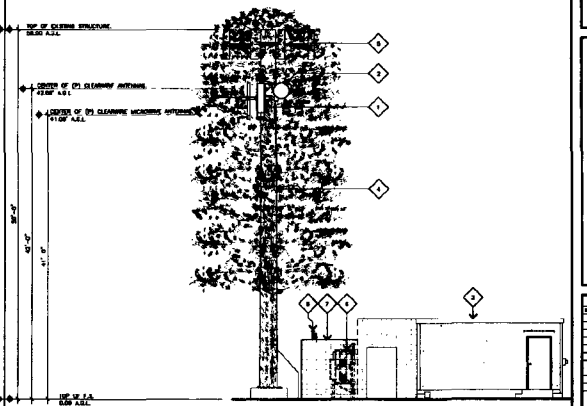
SOUTH ELEVATION

SCALE: 3/16"=1'-0" 0 3" 6"

2

ELEVATION KEYMOTES

- PROPOSED CLEARWIRE PANEL ANTENNAS MOUNTED ON AN EXISTING MONOPINE.
- PROPOSED CLEARWIRE MICROWAVE ANTENNAS MOUNTED ON AN EXISTING MONOPINE.
- EXISTING AT&T EQUIPMENT SHELTER.
- EXISTING MONOPINE.
- EXISTING AT&T ANTENNAS MOUNTED ON AN EXISTING MONOPINE.
- PROPOSED CLEARWIRE EQUIPMENT CABINET MOUNTED TO EXISTING BLOCK WALL ENCLOSURE.
- PROPOSED CLEARWIRE 8'-0" HIGH BLOCK WALL ENCLOSURE TO MATCH.
- PROPOSED CLEARWIRE GPS ANTENNA.



NORTH ELEVATION

SCALE: 3/16"=1'-0" 0 3" 6"

1

clearwire

4400 CARILLON POINT
KIRKLAND, WASHINGTON 98033

PROPRIETARY INFORMATION

WFI

JRA
Jeffrey Braun & Associates, Inc.

DEARBORN STREET
MONOPINE
CA-RV5151513A
444 NORTH EDAMORN STREET
REDLANDS, CALIFORNIA 92374

REVISIONS

NO.	DATE	DESCRIPTION	INITIAL
1	09-05-24	ADDED TO REPORT	DMD
2	09-05-24	ADDED TRUCK TRACK	DMD
3	09-05-24	ADDED ALL REQUIREMENTS	DMD

USE OF THESE CONSTRUCTION DRAWINGS IS LIMITED TO CONSTRUCTION ONLY

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-2.1

EXHIBIT 4

Existing Liens, Rights of Way, Easements and Mortgages

N/A

EXHIBIT 5

Current Wireless Communications Uses of Site

AT&T

CROWN CASTLE | PROPERTY VALUE+

March 28, 2014

CITY OF REDLANDS - CA
PO BOX 3005
REDLANDS, CA 92373

Dear Landowner,

Welcome to the Crown Castle family! The transition between Crown Castle and AT&T is complete. Crown Castle, or a subsidiary, is now responsible for the rights and obligations under the ground lease agreement with you. There is nothing you need to do to facilitate this change; however, there are a few important details:

First, Crown Castle will be servicing all future ground lease payments due and payable on or after May 1, 2014. As a result, the timing of your next ground lease payment may be adjusted slightly.

If you have direct deposit: The ground lease payment will be deposited into your designated bank account on the first business day of the month in which it is due. Please be advised that Crown Castle, unlike AT&T, does not provide an email when the direct deposits have been made to your bank.

If you receive a paper check: The ground lease payment will be printed on a Crown Castle check and mailed to you approximately five business days prior to the first business day of the month in which it is due.

You will receive two IRS Form 1099s for calendar year 2014. One IRS Form 1099 will be issued by AT&T, and the other by Crown Castle.

Second, you now have a Crown Castle ID Number.

New Crown Castle Business Unit Numbers (BUN): See Attached List

Prior AT&T Fixed Asset (FA) Numbers: Various

The Crown Castle Business Unit Number will accurately identify you and the related Crown Castle tower site. Referring to this number in all communications with Crown Castle will help us provide fast and accurate service. Please keep this letter with your ground lease so your BUN will be readily available. I also recommend recording the Crown Castle BUN and AT&T FA Number in your address book, along with our Landowners Help Desk contact information provided on the following page.

Third, please take a moment to verify your contact information.

Please complete the attached form, *Good Business.Good Information.*, and return to us in the enclosed self-addressed, stamped envelope. We do not sell our landowners' contact information to third parties. We will only use this information to communicate with you about your ground lease agreement and Crown Castle.

Fourth, our Landowners Help Desk is here to assist you.

Our Landowners Help Desk can answer most questions about Crown Castle, the tower site and your ground lease, including information about our lease extension and purchase programs.

Email: LOHD@crowncastle.com

Phone: 866-482-8890 (toll-free) Monday – Friday, 8:00 am – 5:00 pm Eastern

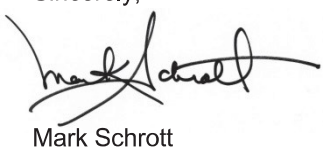
To report a tower-related emergency, please always call 911 first then contact our Network Operations Center (NOC) which is staffed 24 hours a day, 7 days a week by calling 800-788-7011 (toll-free). If you have an issue that involves maintenance, security or access call our NOC.

Lastly, a copy of all legal notices regarding your lease agreement should be mailed to the address below, in addition to the address listed in your lease.

CCATT LLC
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

To learn more about our company, visit www.crowncastle.com. We look forward to a long and mutually beneficial relationship with you.

Sincerely,



Mark Schrott
Vice President - Property Management

CROWN CASTLE

200 Spectrum Center Dr,
Irvine, CA 92618

Phone: (480) 735-6948
Email: Angie.Ghobrial-Amer.Contractor@crowncastle.com
www.crowncastle.com

October 19, 2021

VIA email: jharris@cityofredlands.org

CITY OF REDLANDS - CA
PO BOX 3005
REDLANDS, CA 92373

Re: BU 856905 / "ES0079-01 DEARBORN RESERVOIR" / 444 NORTH DEARBORN STREET, REDLANDS, CA 92374 ("Site")Wireless Service Facility Land Lease Agreement, dated July 18, 2006, as it may have been amended and assigned ("Lease")
Consent for sublease

Dear CITY OF REDLANDS - CA,

I am reaching out to you on behalf of CCATT LLC ("Lessee") in order to obtain your consent as may be required by the Lease.

In order to better serve the public and minimize the amount of towers in an area where this property is located, DISH Network intends to sublease a portion of the Site. The sublease will include installation of new equipment within the lease area; however, it will not alter the character or use of the site nor will it change the nature of the occupancy of the Site. As used in this letter, the term "sublease" may include any arrangement by which a third party can install and operate its equipment at the Site as permitted under the Lease.

Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Please provide your consent **on or before October 29, 2021** by signing below and returning to Angie.Ghobrial-Amer.Contractor@crowncastle.com so that we may install DISH Network's equipment as permitted under the Lease.

If you have any questions concerning this request, please contact Angie Ghobrial-Amer at (480) 735-6948 or Angie.Ghobrial-Amer.Contractor@crowncastle.com

Sincerely,

Angie Amer

Angie Ghobrial-Amer, Real Estate Specialist

Agreed and accepted _____
(Date)

_____
(Lessor's signature)

_____

(Lessor's name and title)

[Enclosures]

P.S. Please indicate below if you are interested in learning more about removing the obligation for you to sign these consent letters and receive a notice letter instead.

☐ *(check here) Yes, I'm interested in learning more.*

The Foundation for a Wireless World.
CrownCastle.com

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON

An *EDISON INTERNATIONAL* Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX $ NONE VALUE AND CONSIDERATION LESS THAN $100.00) SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	DISTRICT Redlands	SERVICE ORDER TD2006918	SERIAL NO.	MAP SIZE
	GVM MT-8668-C APN 0170-302-06, 17, and 18	APPROVED: REAL PROPERTIES (M.A.R. / S.L.H.)	BY SLS/BT	DATE 04/25/2025

CITY OF REDLANDS, a municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and electric distribution related communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B", BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assign and apportion the easement, in whole or in part, for the intended uses described herein.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

To the extent that Grantee, in the exercise of its discretion, determines that this easement is no longer needed, then upon written request, Grantee shall execute a quitclaim deed on a mutually acceptable form at no cost to Grantor.

EXECUTED this _____ day of _____, 20____.

GRANTOR

CITY OF REDLANDS, a municipal corporation

_____
Signature

_____
Print Name

_____
Title

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 _____)

On _____ before me, _____, a Notary Public, personally

appeared_____, 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 _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

_____
Signature

_____
Print Name

_____
Title

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 _____)

On _____ before me, _____, a Notary Public, personally appeared

_____, 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 _____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION
APN: 0170-302-06, -17, & -18

UNDERGROUND ELECTRICAL DISTRIBUTION EASEMENT

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

A 6.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 15 OF CHICAGO COLONY RESERVATION, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 75 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF INDEPENDENCE AVENUE, WITH THE CENTERLINE OF DEARBORN STREET, AS SAID INTERSECTION IS SHOWN ON MAP OF TRACT NO. 9330, AS PER MAP FILED IN BOOK 132, PAGES 48 AND 49 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE CENTERLINE OF SAID DEARBORN STREET, SOUTH 00°15'20" EAST 344.85 FEET;

THENCE LEAVING THE CENTERLINE OF SAID DEARBORN STREET, NORTH 89°44'40" EAST 210.87 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 45°14'25" WEST 7.37 FEET;

THENCE SOUTH 74°14'42" EAST 182.74 FEET;

THENCE SOUTH 81°19'27" EAST 27.71 FEET;

THENCE SOUTH 36°18'14" EAST 27.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

Prepared by me or under my supervision:

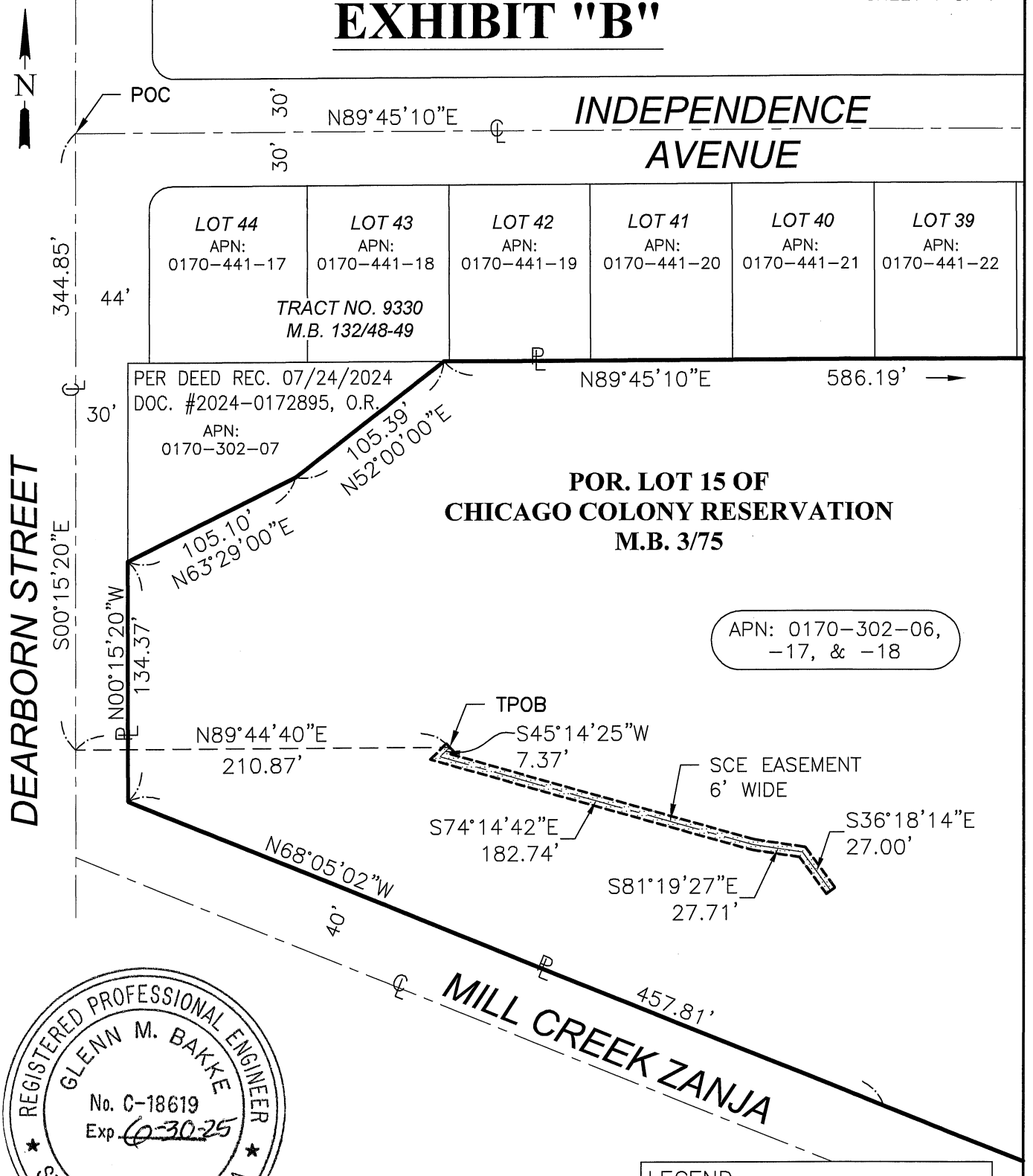
Dated: May 15, 2025

Glenn M. Bakke

Glenn M. Bakke R.C.E. #18619 Exp. 06-30-2025



EXHIBIT "B"



REGISTERED PROFESSIONAL ENGINEER
GLENN M. BAKKE
No. C-18619
Exp. 6-30-25
CIVIL
STATE OF CALIFORNIA

Dated May 15, 2025

Glenn M. Bakke

Glenn M. Bakke R.C.E.# 18619 Exp. 6-30-25

LEGEND

DENOTES SCE EASEMENT AREA

POC = POINT OF COMMENCEMENT

TPOB = TRUE POINT OF BEGINNING

80 0 80 160

scale 1"= 80' feet

City Council Meeting **I. 22.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize a Sourcewell purchase from Mobile Modular for a mobile office for use at the Wastewater Treatment Plant for an amount not-to-exceed $123,402.75 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council authorize a Sourcewell purchase of a mobile office from Mobile Modular for use at the Wastewater Treatment Plant for an amount not-to-exceed $123,402.75.

RECOMMENDATION:

Staff recommends City Council authorization of a Sourcewell purchase of a mobile office from Mobile Modular for use at the Wastewater Treatment Plant for an amount not to exceed $123,402.75.

DISCUSSION:

Recently, the Municipal Utilities and Engineering Department increased staffing by adding one (1) Wastewater Facilities Maintenance Supervisor position. This position will coordinate and oversee all maintenance activities at the wastewater treatment plant (WWTP), and was filled in July 2025 to allow the new employee to be involved in the WWTP Phase 2 Improvement Project construction. A mobile office is needed to provide a dedicated on-site workspace for the Supervisor, improve coordination between staff and contractors during construction, and offer secure storage for maintenance records and project materials.

Sourcewell, formerly known as the National Joint Powers Alliance (NJPA), is a national cooperative purchasing program serving government agencies, educational institutions, tribal entities, and non-profit organizations. The City of Redlands is a Sourcewell member in good standing. The Sourcewell procurement process is competitive and meets the City's procurement requirements. Mobile Modular is a Sourcewell vendor and is able to provide the mobile office at the lowest cost to the City.

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:
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 25/26
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$123,402.75
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

There is no fiscal impact associated with this action. Funding for this purchase is included in the FY 25/26 MUED approved budget.

Attachments

Executed Sourcewell Contract
Sourcewell Contract Overview Mobile Modular
Quote Mobile Modular

DocuSign Envelope ID: D25BA198-B5E1-4254-BA56-04C047D6FF1C

Sourcewell

Solicitation Number: 120822

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McGrath RentCorp dba Mobile Modular Management Corp., 5700 Las Positas Road, Livermore, CA 94551-7806 (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 Relocatable Building and Storage Solutions with Related 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.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 24, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. 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.

DocuSign Envelope ID: D25BA198-B5E1-4254-BA56-04C047D6FF1C

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, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. 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

DocuSign Envelope ID: D25BA198-B5E1-4254-BA56-04C047D6FF1C

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;

DocuSign Envelope ID: D25BA198-B5E1-4254-BA56-04C047D6FF1C

- 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

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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.

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:

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- 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

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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.

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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 attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent caused by the negligence or willful misconduct of 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 Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. 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,

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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.

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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 direct and actual damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- 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

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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 and its Participating Entities, including their 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. 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

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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

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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

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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.

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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;

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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

DocuSign Envelope ID: D25BA198-B5E1-4254-BA56-04C047D6FF1C

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.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/22/2023 | 4:43 PM CST

McGrath RentCorp dba Mobile Modular Management Corp.

DocuSigned by:
By: Phil Hawkins
504F43CE8C7C4FE...

Phil Hawkins
Title: SVP Division Manager
Date: 2/22/2023 | 5:15 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 2/22/2023 | 5:17 PM CST

RFP 120822 - Relocatable Building and Storage Solutions with Related Services

Vendor Details

Company Name:	Mobile Modular Management Corp
Does your company conduct business under any other name? If yes, please state:	McGrath RentCorp dba Mobile Modular Management Corp
Address:	5700 Los Positas Road Livermore, CA 94551
Contact:	Patrick Muchmore
Email:	patrick.muchmore@mobilemodular.com
Phone:	704-614-7616
Fax:	704-519-4001
HST#:	94-2579843

Submission Details

Created On:	Wednesday November 16, 2022 19:41:47
Submitted On:	Thursday December 08, 2022 14:55:29
Submitted By:	Patrick Muchmore
Email:	patrick.muchmore@mobilemodular.com
Transaction #:	f36a91f9-e4a2-43a6-b914-5fe19c3e75fe
Submitter's IP Address:	71.28.91.10

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")	McGrath RentCorp	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mobile Modular Management Corp Mobile Modular Portable Storage Kitchens To Go	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA Mobile Modular Management Corp DBA Mobile Modular Portable Storage DBA Kitchens To Go	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: LVDDZJ5UBDS4 Cage Code: 0PJ96	*
5	Proposer Physical Address:	5700 Las Positas Road, Livermore CA 94551-7806	*
6	Proposer website address (or addresses):	www.mobilemodular.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):	Phil Hawkins SVP Division Manager 2849 E. Main Street Grand Prairie, TX 75050 Email: Philip.Hawkins@mobilemodular.com Phone: (469) 507-3318	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Patrick Muchmore Sr. Government Sales Manager 4301-C Stuart Andrew Blvd, Charlotte, NC 28173 Email: patrick.muchmore@mobilemodular.com Phone: (704) 614-7616	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Cristhyan Monreal National Accounts Manager (Government) 11450 Mission Blvd, Mira Loma, CA 91752 Email: Cristhyan.Monreal@mobilemodular.com Phone: 951-790-8961	

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.	Who We Are Mobile Modular and Portable Storage are both divisions of McGrath RentCorp, a diversified business-to-business company that leases and sells modular buildings, containers, electronic test equipment, and containment tanks. McGrath RentCorp is headquartered in Livermore, CA with branch offices throughout North America. We have been in business over 43 years are traded on the NASDAQ Global Select Market under the symbol "MGRC." Mobile Modular has a national footprint regarding sales of modular buildings. Regarding leasing we are moving towards national operations via internal growth and acquisitions. Our Core Values Include; Social Responsibility: McGrath RentCorp and its divisions' are focused on social responsibility in all our business activities. We believe in zero discrimination, we employ and advance qualified individuals on merit with equal opportunity for all. We are especially proud of our ability to attract and employ Veterans. We are also proud to sponsor many community service events each year with volunteer teams from all our branches. Environmental Responsibility: New buildings that enter our fleet are custom manufactured to the highest level of environmental energy codes in effect within the group of states we tag or engineer seal to. In other words if we tag or engineer a new building to allow them to be installed in five states, we build to meet or exceed the state code that has the most stringent energy codes. We choose energy efficient materials, equipment, and plumbing fixtures to meet or exceed codes. For example our east coast buildings have white EPDM roofing which reflects sunlight reducing interior heat gain, reducing energy use. Our competitors typically use a black material. Most of our fleet now have 2x6 wall studs with heavy insulation vs. industry standard 2x4 wall studs. A full list of sustainability features is available upon request. Business Philosophy: We focus special attention on providing quality above industry standards and exceptional service	*
11	What are your company's expectations in the event of an award?	We expect to significantly increase our business with state and local government agencies by training our national sales teams to inform government agencies that they can purchase utilizing the Sourcewell contract. Additionally we will include our Sourcewell affiliation in marketing pieces and while exhibiting at government related conferences	*
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.	Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go are all divisions of McGrath RentCorp. McGrath has been in business over 43 years. We are traded on the NASDAQ Global Select Market under the symbol "MGRC." McGrath is a dividend champion having increased the stock dividend 31 consecutive years. We are considered the most financially stable long term modular provider in the US. Never restructured or filed bankruptcy. Our supply chain vendors and site service subcontractors benefit from our net 30 or less payment terms. Please see our uploaded SEC 10-Q Financial Report.	*
13	What is your US market share for the solutions that you are proposing?	We estimate our market share is 30%	*
14	What is your Canadian market share for the solutions that you are proposing?	The McGrath divisions Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go do not yet operate in Canada. We are continuing a strong expansion program in North America.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Never petitioned for bankruptcy and never needed to restructure.	*
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?	The Modular Building Lease and Sales Industry typically refers to our type of business as "Dealer" however we are best described as a manufacture and service provider who can lease, sell, install, and construct a complete turnkey modular project including utilities and site development. We manufacture in house and utilize factories across the US to manufacture to our specifications. We own multiple Inventory Centers (IC) across the US that store product, provide offices for administration staff. All ICs have large shops that perform the refurbishment of our lease fleet before the next customer receives our product. Many of our ICs are licensed to manufacture. Our national sales force consists of internal employees. Most of our warranty service is provided by internal employees, supplemented when needed by subcontractors. We self perform some deliveries and installations, however most are subcontracted. We subcontract site preparation, foundations, site construction, and utility development and connections. We have employees on staff; Engineers, Construction Managers, and Project Managers.	*

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.	We hold state contractors licenses in every state we perform site construction. Our sales reps hold state modular building sales professional licenses in every state they sell in that requires a license. We hold state modular building manufacture licenses in every state we manufacture in that has this requirement. We are registered in the federal system SAM for all types of federal awards under UEI: LVDDZJ5UBDS4 and CAGE Code: 0PJ96. Our Transportation Trucks are DOT licensed as needed for each state we operate our own vehicles in. Our Engineers hold licenses for every state they perform work in.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	There are no Suspensions or Debarments	*

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	On Oct 9, 2019 UCLA project: The UCLA fitness Modular Center is mentioned in the attached article, this was a really neat custom job we did. See attached document with additional pictures along wit the following link with more information. https://interiordesign.net/projects/john-friedman-alice-kimm-architects-goes-modular-for-kinross-recreation-center-at-ucla/ On Spring/Summer 2021 we did a Custom Modular school project: Crean Lutheran School was a customized, permanent modular building-one that a passerby may not notice was built using modular buildings. See the following link with an article with pictures and more information. https://www.qgdigitalpublishing.com/publication/?m=66075&i=705381&p=26&ver=html5 Kitchens To Go (KTG by Mobile Modular): Hennessey Traveler - USAF Reserves 2016 2018 2020 Association of Healthcare Foodservice Making A Difference Award 2021 Society for Hospitality and Foodservice Management 2021 President's Award Dan McCaffery Society for Hospitality and Foodservice Management 2021 Friend of the Foundation Award On May 4, 2021 from Fast Company - The projects we honor in the World Changing Ideas Awards are more important than ever. You and your fellow honorees are playing an important role in building a better world—now and as we emerge from the coronavirus crisis. We’re proud to support the bold ideas you’re working on. Our team determined which ideas were creative and meaningful enough to be included in our list. Thank you again for your continued support of Fast Company and your innovative work. See link under popmarts (Kitchens To Go by Mobile Modular): https://www.fastcompany.com/90619192/world-changing-ideas-awards-2021-enduring-impact-15-years-in-business-finalists-and-honorable-mentions On January 30, 2020 members of the Mira Loma, CA Mobile Modular team volunteered at a non-profit organization in Fontana, CA called Heroes Warehouse. This organization collects and donates furniture and household goods to needy veterans in the local community. The Mira Loma, CA team helped the organization by doing some landscaping and clean-up around their property and organizing their warehouse of furniture and household goods and this is what they wrote: "We all had an amazing experience with this incredible organization"	*
20	What percentage of your sales are to the governmental sector in the past three years	Government 34%	*
21	What percentage of your sales are to the education sector in the past three years	Education 35%	*

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?	State of California Contract#110059947 $441K City of Tracy, CA Contract#110061354-56 $312K County of San Mateo, CA Contract#110053497-682 $314K E&I Cooperative Services: Is the only member-owned, non-profit sourcing cooperative exclusively focused on serving the education community. 2022 YE Est $4,470,000 2021 $4,375,000 2020 $2,290,000 Buy Board: All products, supplies, equipment, and services that appear on the BuyBoard have been competitively procured and awarded by the Cooperative. $4,313,251.32 total sales on contract Modular Buildings, Classrooms, and Relocation Services 637-21.	*
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?	Our annual GSA contract is typically $1.5 Million Dollars. Department of Interior: $396.36K Department of Justice:$580K Department of Navy:$2.23K Air Force:$181.26K Homeland Security:$99.93K Department of Agriculture:$186.59K Army: $239.31K Health and Human Services:$7.93K US Army Corps of Engineers: $38.68K	*

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 *	
Santa Cruz City School District	Trevor Miller (Director of Facilities)	831-429-3904 x 59102	*
Ohlone Community College Freemont & Newark	Alex Lebedeff (Director of Contract Administration, Purchasing, Risk Management & Auxiliary Services)	510-659-6263	*
Chesterfield County Public Schools	Scott Carson	804-748-1405	*
Mt. View Whisman School District	Ayinde Rudolph (Superintendent)	650-526-3500	
HACLA (Housing Authority City of Los Angeles)	Kevin Sharp	213-252-3163	

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 *	
Santa Cruz City School District	Education	California - CA	The project totaled 20,160 square feet of learning space and consisted of multiple single story classroom buildings on three campuses: Branciforte Small Schools, De Laveaga Elementary School, and Bay View Elementary School. The Project meets the contracting valuation criteria, and demonstrates Mobile Modular's technical abilities with modular building experience.	$6,149,958.00	$6,165,128.90	*

Ohlone Community College District	Education	California - CA	Rental, delivery, foundation installation, modular installation, dismantle, of (112) 12x40' prefabricated modules, labor and material for interior and exterior modifications and improvements. Use of crane, forklift, translift,.Included design phase and value engineering support and services to ensure classrooms met occupancy use/needs and all required Division of State Architect regulations, assessment of civil scope, ramp design and path of travel consideration to meet ADA requirements. Utility disconnect and asphalt removal at time of return. Job Hazard Analysis and Safety Plan	$3,398,636.83	$3,433,906.97	*
Los Angeles Unified School District (LAUSD)	Education	California - CA	Rental, delivery, foundation installation, classroom modular installation, dismantle, of multiple 12'x40' prefabricated classrooms, labor and material for interior and exterior modifications and improvements. Use of man power along with forklift, translift. Included design phase and value engineering support and services to ensure classrooms met occupancy use/needs and all required Division of State Architect regulations, assessment of civil scope, ramp design and path of travel consideration to meet ADA requirements. Utility disconnect and asphalt removal at time of return.	$2,552,139.01	$4,344,899.09	*
Housing Authority City of Los Angeles	Government	California - CA	This project totaled 8,640 square feet of office space and consisted of multiple units combined into one multiplex 144'x60' modular building campus. This turnkey project included manufacturing, delivery and installation.	$1,449,250.02	$1,816,621.82	*
Patriot - Ft. Myer Dorm Swing Space	Government	Virginia - VA	This project totaled 44,544 Sq. Ft. of swing space building. Delivered multiple floors from factory, installed on site with piers/pads/anchored down to have this entire swing space building ready to occupy.	$6,001,135.00	$6,001,135.00	*

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.	Mobile Modular Management Inc: Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales: CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews) Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Texas: With offices located in Pasadena TX adn Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).

27	Dealer network or other distribution methods.	Mobile Modular Management Inc: Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales: CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews) Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Texas: With offices located in Pasadena TX adn Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).

28	Service force.	Mobile Modular Management Inc: Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales: CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews) Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Texas: With offices located in Pasadena TX adn Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Purchasing a New Modular Buildings vs Leasing or Purchasing from our existing Modular Inventory: With a multitude of modular office configurations to choose from, we have the ability to meet your project needs. With locations across the country, we can ship modular buildings quickly to your site to keep you on schedule. Mobile Modular provides custom prefab buildings for commercial and education solutions such as mobile offices, portable classrooms, restrooms and more. We also provide blast resistant modules for rent, lease or sale. Guide to Modular Ordering/Fabrication Process: Step 1: Project Scoping Floor Plan/Design with our Mobile Modular Consultant The design phase of the modular building process will create the description of the building desired, by providing detailed plans and specifications. A strong and healthy conversation with our Mobile Modular Consultant will bring together the necesary information to bring your building plan alive. Here are a few of the general questions to start with: Do we already have a budget for the project? Have you already selected the site location for the project? Is the modular building meant for temporary or permanent usage? How soon will the building be occupied? How many people will the modular building house? How much square footage is required?

How big is the building footprint (exterior) for the modular building?
How many bathrooms are required?
Are fire suppression systems required?
Does the building need to be ADA compliant?
What direction will the building face?
What exterior finish does the customer want?
What interior finish does the customer want?
What flooring does the customer want?
What kind of foundation is appropriate?
What kind of roof is appropriate?
This is where we identify what the customer is looking for, whether it's a cost-driven utilitarian building, or a modern energy efficient modular
building. Once this information has been gathered our Mobile Modular consultant and team will produce the ideal modular building design to fit the
customer's needs.

Step 2: Pricing Information (Proposal) by our Mobile Modular Consultant:

Mobile Modular Consultant will provide you with a complete estimated cost (quotation) for the desired modular building pre-designed floor plan,
along with the pricing information for the delivery and installation of the modular building.

Step 3: Terms and conditions:
Approvals & Down Payment

Step 4: Engineering
The modular building design will go through the Mobile Modular or factory engineering team for a complete engineering evaluation. Modular buildings are subject to a series of national, state and local building codes that ensure the building meets a set of standards codes for safety and performance, such as
fires, earthquakes and the Hurricane Zone codes adopted by many coastal counties. During this review process our engineering department confirms that our
design proposal meets all applicable building codes.
After our engineering team review has been completed the engineering documents are sent for approval from an independent third party engineering review.

Step 3: Permits & Approvals
A construction permit or building permit is a permit required in most jurisdictions for new construction or major renovations.
Typical construction permits required can include:

Site plan
Building permit
Mechanical permit
Plumbing permit
Concrete permit
Encroachment permit
Sign permit
Flood district development permit
The building owner is ultimately responsible for securing building permits for work on their property. In practice most building owners appoint the
general contractor as an authorized representative so the contractor can obtain the required permits. The building owner is advised to confirm that the
general contractor has secured the proper building permits for their project. Failure to obtain the proper permits can result in significant fines,
penalties, and even demolition of unauthorized construction.

Step 4: Site Development: The area selected for the insallation of the unit (s).
One of key factors with modular construction is that the site development and building foundation are prepared while the modules are being
fabricated at the manufacturing facility and transported to the job site. The site development and building construction processes happen concurrently
instead of sequentially like site built construction. Projects are developed on a variety of geographic settings; typical site development includes:

Surveying
Demolition
Excavation
Grading
Site drainage
Foundation construction
Utility installation
There are two primary modular building foundation classifications; on grade and

		raised or full foundation. An on grade foundation is generally for permanent installations and is more expensive. A full foundation can be used for temporary or permanent structures, it is less expensive to install, and it is more cost effective to relocate the building later while causing minimal site disturbance. Step 5: Plant Fabrication Modular fabrication refers to the process of building and constructing equipment off-site in a fabrication facility. The completed product can then be delivered to the worksite and quickly installed and integrated into field operations. This differs from on-site construction in which the equipment or system is fully built at the worksite. Modular fabrication offers another set of very significant benefits over field construction: efficiency, speed, safety, quality, economy, and convenience. Step 6: Transportation Each modular unit is shipped over the road by haulers experts in modular building transportation. In most U.S. jurisdictions building shipping limitations are 14' wide and between 60' & 90' in length per module unit. The scope of the project and the size of the modules determines how the project is transported to the job site. For big modular buildings, that consist of many modular units, the delivery is staged in phases so the Mobile Modular set-crew can prepare and install the modules in a logical sequence. Step 7: Installation Mobile modular setcrew will install the modular building, complete any on site finish out and make the final utility connections if needed. The choice of building foundation determines how the building will be installed. Permanent, semi-permanent and on grade foundations will require the modules to be set with a crane. Raised foundations, typically used for temporary buildings, allow the modules to be set in place through simple mechanical methods. With the modules in place final touch out of the interior and exterior proceeds. Finish out can include electrical and mechanical system connection between modules, stairs, ADA ramps, skirting, exterior siding, trim and utility connections. Step 8: Safety and Quality Most people who have ever been on a construction site understand the dangers associated with heavy machinery. In an on-site construction project, the dangers are often elevated since conventional, daily operations are likely to be on-going nearby. With modular fabrication, the work is done off-site, which means that the company's routine operations are not disturbed or endangered, and by the same token, the fabrication work itself is also safer and easier to monitor. Additionally, modular fabrication allows for very thorough testing and evaluations to be done before the new goods and equipment ever reach the worksite. This allows for problems to be quickly and safely fixed before they become a field hazard and endanger workers or material resources on-site. Modular fabrication enables the highest industry standards to be met and all regulations and guidelines to be stringently adhered to. Step 8: Warranty Services Our custom modular buildings are built with high-quality materials, excellent workmanship, and always within customer specifications. Should an issue arise, we will address it immediately.	
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.	As the complete modular solution provider, Mobile Modular expert technicians are available to service your modular classroom, building or complex. By either calling our 24hr 800 number or by completing the service request form, one of our team members will contact you to set up a service appointment. Please allow for next business day response if you are calling or submitting this form outside our regular business hours. Your lease includes service calls by Mobile Modular and its authorized subcontractors for repairs resulting from routine wear and tear of the building and equipment. Your lease does not include: charges for any service performed by other vendors or individuals, janitorial services, HVAC filter replacement and/or coil cleaning, light bulb replacement and pest control.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As a leader in the modular building industry, we take pride in our end-to-end project solutions. With over 40 years of exceptional service and expertise, we are committed to matching the right product with each customer. Whether you are looking for a commercial or education building, our supply of modular and prefab buildings are available to lease or to own across the United States. Your project is our commitment! As an industry leader, our goal is to provide a comprehensive customer experience guided by our team of experts from start to finish. We offer a wide range of both temporary and permanent modular building solutions to meet the needs of major industries including education, construction, healthcare, government, commercial, retail, industrial and petrochemical.Our customers are able to build their ideal modular education building accessories floorplan with the help of our 360 3D Visualizer. It allows users to customize their buildings with an assortment of exterior wall colors, flooring options, restrooms, offices, equipment, and accessories.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We currently can not service Canada but we are continuing to expand our operations organically and through acquisitions	*
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?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	A warranty servicing and shipping distance surcharge may be added depending on the type of transaction. If required this will be discussed and negotiated before a quote is provided	*

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.	Mobile Modular will promote this contract opportunity through its website at www.mobilemodular.com, with internet advertising, promoting and direct marketing, along with the help of our Marketing team, MM will start sending *email blast* to thousands of state and local government agencies nationwide that are related to this contract opportunity. See upload.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	A couple years ago we developed a 360 3D Building Visualizer tool that allows the user to design, build and furnish their own modular building. Our visualizer contains regional specific products such as classrooms, offices, blast resistant modules and restrooms. The user can utilize the visualizer on any device with features such as social distancing guidelines, walk – thru building experience, decorate, build cabinet sets, select unique paint colors and more. This unique one-of-a-kind modular building tool lets the customer truly visualize their modular building before purchasing or leasing. Mobile Modular leverages customer data to personalize our marketing to build a better customer experience. We look to amplify MMMC products and services through effective, high-impact driven digital channels. We do this by routinely adjusting SEM investment, tailoring SEO to regional messaging, investing in social media ads as well as retargeted display ads and dynamic web loads based around geo preference. We want to foster an environment of innovation, long-term planning, measurement, transparency and collaboration with the MMMC business partners.	*
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?	This can be a fruitful avenue to drive increased revenue streams. I believe that thousands of government agencies will be saving time and money during the procurement process with the help of Sourcewell, along with that Sourcewell participating entities can significantly reduce the overall sales cycle by already having a negotiated contract and pricing information with Mobile Modular. We will train our sales representative receives to promote the Sourcewell contract. Our National Accounts Team – Government and Sr Government Sales Manager in charge of Sourcewell business development will edit the quote to verify the appropriate notes, verify pricing, and ensure the transaction is handled appropriately. At the point when the customer indicates they are ready to move forward with the order, and they will issue a PO.	*
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.	Yes, we have an online method of selecting buildings and any optional accessories and if helpful use our 360 3D Visualizer then automatically send that off for a specific quote from the local sales rep	*

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.	For new building purchases O&M equipment manuals and product maintenance literature are provided at no cost. For standard building equipment in person or virtual training is typically not required, however if requested we can provide basic training at no cost. We provide this training by our warrantee service employees or third party product providers i.e. HVAC supplier.	*
41	Describe any technological advances that your proposed products or services offer.	Sourcewell Participating Entities can use our website to choose buildings offered in their geographical area and utilize our 3D Visualizer tool. We are the only commercial, government, and education modular building provider that offers this type of tool. Additionally during the pandemic it was an opportunity for customers to utilize the social distancing feature to properly set up their classroom or office in a way that follows social distancing protocols. We introduced the digital transformation to the modular building marketplace. By taking a physical asset and turning it into a customizable digital asset on any device, including ADA ramps/steps, awnings, and furniture. See uploaded PDF	*
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.	Our Sr. Government Sales Manager holds a current LEED AR BD+C Accreditation (certificate uploaded) For new building purchases we can provide design and specification consulting to meet LEED requirements and in general consult on best practices for overall best life cycle design and green/sustainability. Optionally at additional cost our lease fleet buildings can be modified to upgrade/install new equipment that meets Energy Star requirements or other green/sustainable certification programs	*
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.	We provide buildings that are designed and constructed to meet the most stringent energy codes in affect at the time of manufacture. Upgrades are available to custom buildings at additional cost to certify and label LEED compliance and other green/sustainable programs. Equipment, fixtures, and appliances can be specified and supplied with labels meeting Energy Star or other green/sustainable programs	*
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.	We subcontract the majority of our site work; delivery, installation, and utility connections to small business. These range from; SB, WOSB, EDWOSB, VOSB, SDVOSB	*
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?	Mobile Modular does not sell or lease via a national call center. RFQs are delivered to the sale rep in the region your Sourcewell Participating Entities are located. Internet inquiries are issued to the regional sales manager who promptly places the request with the sales rep who can complete a quote usually the same day. Online service requests are delivered directly to the service team for quick response and schedule communications. Our online 3D visualizer and help choose the right size and configuration needed to assure all needs are met. Our in house technical project managers or installation PMs can perform a site visit to assure a quality installation.	*

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?	New buildings purchased are covered; products, parts, labor, for one year from the date of manufacture. Leased buildings are covered for the term of the lease for products, parts, and labor as described in the uploaded warrantee Service Guide	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We expect the buildings to be used for the purpose stated by the customer. The following items are not included in your Lease Agreement and such services are not provided by Mobile Modular : janitorial services, HVAC filter replacement, HVAC coil cleaning, light bulb replacement and pest control. Customer is responsible for damages caused by theft or vandalism, accidents, negligence, improper maintenance, failure to report water leaks in a timely manner, extreme weather, or acts of God.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
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?	We will provide service in all regions that we sell, lease, and install buildings	*
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?	We will provide service for all products we provide regardless of who the OEM is.	*
51	What are your proposed exchange and return programs and policies?	We will correct any building issues while the building is in place during the lease term. Depending on the circumstances a mid-term return is subject to an early return fee	*
52	Describe any service contract options for the items included in your proposal.	We offer; furniture and office equipment and appliance rental. We have an optional HVAC system maintenance service. We provide a design service for custom engineered building and foundation plans. In some areas we can offer permitting services	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	We accept checks, ACH transfers, and P-cards. Payment terms are net 30 from invoice date. Building sales are subject to credit check and typically we invoice 25% upon order, 65% when ready to ship, and 10% as a final bill when the owner has beneficial occupancy. Lease invoicing is line item invoicing per scope of work, typically when installation is complete (one time cost), Monthly lease invoicing for rental, and final invoicing for the teardown and return (one time cost) at the end of lease	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer in house lease rates based on the lease term. We offer third party finance company lease to purchase options	*
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.	See the uploaded Standard Documents; Lease Terms and Conditions, Supplemental Lease Terms and Conditions, Sale Terms and Conditions, Supplemental Sale Terms and Conditions	*
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?	We offer P-card payments at no additional fee	*

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.	Our uploaded not to exceed Sourcewell pricing matrix has leasing rates established through our software system pricing tool that is based on market conditions, specific product utilization data, size and volume of business as a class of customer, win/loss ratios, and many other pertinent data inputs. The method used to establish pricing levels 2% to 25% below our standard rates for this Sourcewell RFP is as follows: System inputs were (1) customer category, high volume customers; Large commercial contractors (our lowest price category), (2) size of customer we input large (produces lowest price in the size category), (3) After the two price discount in steps 1&2 our pricing system allows an additional sliding scale price choice; Optimum (highest price), Target (mid-level price), and Minimum (lowest price available) We input at or near minimum to produce the submitted NTE price lowest final price available for Sourcewell Participating Entities. For building purchases, floor plan modifications, deliveries/transportation, foundations (except standard Block & Level), site preparation, custom installation, ancillary construction, utility development and connections, low voltage systems, structured cabling, servers and equipment, we use RSMeans (regionalized pricing system) plus 17% markup (the same system and rate approved in our Federal GSA Contract)	*
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.	Our uploaded not to exceed Sourcewell pricing matrix represents a discount range of 2% to 25% discount from our standard pricing levels.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are negotiated on a case by case basis. We offer negotiated volume rebate programs starting at $500K in yearly revenue volume and up. The additional discounts range from 2% to 5%	*
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.	Sourced products or services can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup	*
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.	Sales/Use tax and Personal Property Expense (PPE) fees will be an additional cost based on the installation location unless we receive a valid tax exemption certificate. Local permit fees if required. Site security access training for installation crews if required. Return cleaning fees	*
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.	N/A	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Installation, customization, site work and ancillary construction/services match our federal GSA Contract pricing

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.	Our sales reps and regional sales managers will be trained to recognize and verify if a state or local government agency is a Sourcewell participating entity and verify they intend to use the Sourcewell contract and corresponding pricing. Our CRM quoting system already tracks federal, state, and local entities on both quotes and awards. An additional CRM flag will be added for Sourcewell related awards. Our daily automated booked/billed report will highlight those Sourcewell related awards. Two employees, the National Account – Government Manager and Sr. Government Sales Manager will be tasked with collecting the data, developing quarterly reports and generate a quarterly payment to Sourcewell. We currently do this very same thing over the last 15 years for our federal GSA Contract, issuing quarterly IFF payments to GSA.	*
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.	We will utilize our existing tracking method in our CRM and quote generating system. We currently track and generate automated reports on all federal, state, and local quotes and PO awards by entity. We will add an additional flag for those awards (PO issued) using the Sourcewell contract	*
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.)	We will pay an administrative fee of 1.5% of all sales and lease revenue generated from Sourcewell participating entities that utilize 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.	Mobile Modular provides custom pre-fab buildings for government-commercial & education solutions such as Temporary or Permanent Office Modular Buildings (Trailers) such as: Government Field Office, Contractor Office Space, Modular Swing Space, Pre-Fabricated Modular wood building, Restroom Trailers, Kitchen Trailers, Blast Resistant Modulars, Container "Conex" boxes, and any Custom Made Modular building desired). Our Turnkey solutions for modular buildings includes: Site services, furniture, project management, Plus turnkey solutions improve efficiency by saving you the hassle of working with multiple vendors and managing numerous invoices.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Modular restroom trailers, Connex Containers, Restroom trailers, Prefabricated SCIF, Temporary Scif, Modular Scif, Modular Dormitories, Modular Dorms, Temporary Dorms, Pre Fabricated Multi Story, Pre Fabricated Multistory, Prefabricated Multistory, Modular Building, Temporary Field Office, Temporary Classroom, Pre-Engineered Structure, Temporary Kitchen, Connex box, Temporary Connex, Temporary Container, Portable Container, Construction Trailer, Swing Space, Temporary Modules, Temporary Office Space, Temporary Structure, Relocatable Building, Office Trailer, Prefabricated Modular, Prefabricated wood portable building, Temporary Office Trailer, Prefabricated Trailer, Temporary Construction Trailer	*

Table 148: Depth and 8readth 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	CateJor\ or T\pe	Offered	Comments	
71	Relocatable, demountable, portable, modular, temporary, and reusable buildings or storage	(•) Yes ( ) No	There are other keywords that Mobile Modular recommends for this category/listed types of equipment: Modular Restroom Trailers, Portable Connex/Containers, Prefabricated SCIF Buildings, Modular Temporary Dormitories, Prefabricated Multi Story, Temporary Modular Classrooms, Modular Kitchen, Temporary Swing Space.	*
72	Services related to the above offerings such as: assembly, disassembly, upkeep, repair, maintenance, leasing, rental, delivery, and transportation of the building or storage solutions described in Line 71 above	(•) Yes ( ) No	MM also offers Turnkey solutions for Modular Buildings: Site Related Services (electrical sewer lines water lines), Furniture and project management.	*

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 - Sourcewell Price List Final 120822.xlsx - Thursday December 08, 2022 14:49:02
- Financial Strength and Stability - Financial SEC 10-Q 2022.pdf - Tuesday December 06, 2022 14:15:03
- Marketing Plan/Samples - 3D Visualizer & Sample Email Marketing Sourcewell.pdf - Tuesday December 06, 2022 15:57:04
- WMBE/MBE/SBE or Related Certificates - LEED-Building Design + Construction.pdf - Tuesday December 06, 2022 14:24:26
- Warranty Information - Factory New Warantee & Lease Service Guide.pdf - Tuesday December 06, 2022 14:21:59
- Standard Transaction Document Samples - Lease-Sale T&C & Supplemental Terms.pdf - Tuesday December 06, 2022 14:22:13
- Upload Additional Document - UCLA KREC Fitness Center (BY Design Space).pdf - Tuesday December 06, 2022 12:41:36

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. - Patrick Muchmore, Sr. Government Sales Manager, McGrath RentCorp, DBA Mobile Modular Management Corp, DBA Mobile Modular Portable Storage, DBA Kitchens To Go

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 contractual obligations contemplated in the bid.

○ **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_Relocatable_Building_Solutions_RFP_120822 Wed November 30 2022 09:30 AM	☑	1
Addendum_1_Relocatable_Building_Solutions_RFP_120822 Wed November 2 2022 10:09 AM	☑	1

Sourcewell 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 combines the buying power of more than 50,000 government, education, and nonprofit organizations to save time and money. Their cooperative purchasing program manages the solicitation requirements and offers members easy access to an established network of awarded contracts.

Mobile Modular - Sourcewell Awarded Contract: Contract#120822-MMR. This is a 4-year Contract and expires February 24, 2027

Sourcewell issued a public solicitation for Relocatable Building and Storage Solutions with Related Services from which **Mobile Modular** was awarded this contract.

Mobile Modular has partnered with **Sourcewell** to offer education, government and non-profit agencies a nationally leveraged, competitively bid contract.

Sourcewell Participating Entities can use our **Mobile Modular** website to have direct access to our resources including to our **Mobile Modular-Sourcewell** Contract and to our 3D Visualizer tool, this tool will allow them to Design and Build their modular building and view a selection of our Plus accessories to furnish their building in real time and they can also see and choose buildings offered in their geographical area. We are the only commercial, government, and education modular building provider that offers this type of tool.

Mobile Modular-Sourcewell website: https://www.mobilemodular.com/industries/government/sourcewell

No more writing RFP (REQUEST FOR PROPOSAL) specs for the dedicated Procurement Professional, now via **Sourcewell** they can search for already contracted **Mobile Modular** products, get quotes, and purchase 100% online**. Mobile Modular** provides custom prefab buildings for government-commercial & education solutions such as Temporary or Permanent Office Modular Buildings (Trailers): Government Field Office, Contractor Office Space, Modular Swing Space, Prefabricated Modular wood building, Restroom Trailers, Kitchen Trailers, Blast Resistant Modulars, Container "Conex" boxes, and any Custom-Made Modular building desired. Our Turnkey solution for modular buildings includes Site services, furniture, project management, plus turnkey solutions improve efficiency by saving you the hassle of working with multiple vendors and managing numerous invoices.

Sourcewell Agency lookup for U.S (United States) government and education agencies, or download the complete Nationwide of nonprofit member list: SOURCEWELL Participating Agency List for Nonprofits in the US.xlsx and the Nationwide Government & Education agencies list: SOURCEWELL Participating Agency List for Government & Education Agencies in the US.xlsx Agency Lookup: https://www.sourcewell-mn.gov/lookup

Mobile Modular-Sourcewell Contract Information: https://www.sourcewell-mn.gov/cooperative-purchasing/120822-mmr

Mobile Modular-Sourcewell approved pricing list information: https://azureadminmgrc.sharepoint.com/:x:/r/sites/MM/_layouts/15/doc2.aspx?sourcedoc=%7Babeb856c-8876-4571-ac63-195478acf4ce%7D&action=edit&wdPreviousSession=337bf574-febf-4031-864a-d0288faca91d

McGRATH Enabling our customers to do great things.

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Sale Quotation and Agreement

Quote #	Q-539146
Date of Quote	07/28/2025
Quote Expiration Date:	09/27/2025
Estimate Del Date	09/25/2025
Buyer PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Buyer Name and Billing Address	Site Information	Seller Name
City of Redlands (“Buyer”) Nevada Street, Redlands, CA 92374 Sean Kilday Phone #: (909) 557-6653 **Sourcewell** Member Account ID#18877	Sean Kilday 1950 Nevada Street Redlands, CA 92373 Cell: (909) 557-6653	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") **Questions?** Contact: Mario Duran mario.duran@mobilemodular.com Direct Phone: 1 (951) 282-4253

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 12x50 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.) (BID: 27720 | 2012 | Vesta)	1		$76,464.00	Y
Sourcewell 12x50 Office Trailer price @ 165/SF x 400 = $99,000.00 (-) minus MM discount used building $22,536.00 = Total $76,464.00				
Ramp, Custom Plan ((1) ADA Ramp max length 38', (1) Step) (open mkt)	1	$24,486.00	$24,486.00	Y

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Office, 12x50 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.) (BID: 27720 | 2012 | Vesta)				
Delivery	1	$781.00	$781.00	N
Delivery Permit	1	$194.00	$194.00	N
Block and Level Building (PW)	1	$775.00	$775.00	N
Foundation, Installation (PW (Qty and Type subject to Engineered Drawings))	18	$109.00	$1,962.00	Y
Drawings (Engineered Foundation Drawings)	1	$2,200.00	$2,200.00	N
Essential Material Handling Fee	1	$75.00	$75.00	N
Removal, Towbar/Hitch (PW)	1	$155.00	$155.00	N
Drawings (Ramp & Step)	1	$450.00	$450.00	N
Drawings	1	$1,200.00	$1,200.00	N
Skirting, Install (PW)	124	$27.00	$3,348.00	Y
Installation, Ramp Custom Plan (PW - Ramp & Step)	1	$2,550.00	$2,550.00	N
Delivery Pilot	1	$465.00	$465.00	N

Total Estimated Charges

Subtotal	$114,105.00
Taxes	$9,297.75
Total Charges (including tax)	**$123,402.75**

Special Notes

Additional Notes: Mobile Modular **Sourcewell** Contract#1208220-MMR. (1) 12x50 Used Office Trailer, sale price using standard **Sourcewell** pricing (-) minus MM discount. Other sale items are using open market rates. All one-time charges except block and level, including delivery, foundation, drawings, skirting, ramp, etc. are priced using vendor or self-performed pricing to remain at or below **Sourcewell** approved not to exceed RSMeans plus 17%Markup.

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Flooring (LVT): Upgraded LVT
Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum

foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

Modification: Mobile Modular will provide an invoice for payment for modification in advance of completing the customizations. We want to meet your expectations so it is important that we receive payment promptly. We can schedule the contract for production once the contract is approved and payment is received.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agrement and/or credit approval.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions,dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops,phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits,security screens, door bars and any item not specifically listed as being included.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

Used building sale: Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical &plumbing systems to ensure working condition at the time of delivery. For warranty information, please refer to the Supplemental Sale Terms and Conditions located on Seller's website at: https://www.mobilemodular.com/Content/Documents/ContractTerms/Supplemental-Sale-T-and-C.pdf

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment,furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers,sanitary and trash receptacles are not provided.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans,soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

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Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Clarifications

- The Total Price quoted in this Agreement shall be valid through the Quote Expiration Date set forth herein or for 30 days from the Date of Quote, whichever is earlier. Notwithstanding the foregoing, in the event this Agreement is signed by Buyer after the applicable expiration date, Seller shall have the option to either accept as set forth below or reject the Agreement in writing. Seller may accept the Agreement by: (1) signing the Agreement below; (2) notifying Buyer in writing of Seller's acceptance; or (3) beginning performance of the Services set forth herein.
- This transaction is subject to prior approval of Buyer’s credit to the sole satisfaction of Seller.
- Buyer is responsible for proper preparation of the Site prior to delivery of the Equipment in accordance with the terms and conditions of this Agreement.
- In-fleet used Equipment is subject to availability at the time of Buyer’s signing of this Agreement.
- Unless otherwise noted, all Equipment is previously leased and in used condition. Any floor plans attached or provided are conceptual only. Materials, dimensions, and specifications might vary. Detailed specifications may be available upon request.
- A down payment may be required at the time of Buyer’s execution of this Agreement, as specified in the Payment section of the Sale Terms and Conditions, or as may otherwise be specified in this Agreement.
- Sales and any other taxes will be calculated based on the applicable rates at the time of invoicing and the Total Price will be adjusted accordingly.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon Act wages or benefits, or other special or certified wages or benefits.

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This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference, and together shall collectively be one integrated contract:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at https://www.mobilemodular.com/contractterms as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:	**BUYER:**
Mobile Modular Management Corporation a Division of McGrath RentCorp	City of Redlands
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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SALE TERMS AND CONDITIONS

1. **SALE**. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Equipment. "**Equipment**" means the modular buildings identified in the Agreement, and any Accessories to be furnished by Seller to Buyer. "**Accessories**" means any additions, attachments, add-ons, fitments, parts, components, or accessories to the modular buildings to be furnished by Seller to Buyer as may be specified in under this Agreement. In connection with its sale of the Equipment and Accessories, Seller shall also perform the services described in the Charges Upon Delivery and/or as clarified in the Special Notes portion of this Agreement, if applicable (the "**Services**"). This Agreement is not a construction contract or a contract for improvements to real estate or for the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance. Seller is not a designer or a manufacturer of the Equipment.

2. **PAYMENT.** Buyer shall pay Seller the Total Price set forth in the Agreement, which shall include all amounts owed for the Equipment, Accessories, and Services and which shall be subject to adjustments for changes, unknown conditions or unforeseen circumstances, including, but not limited to, driver waiting time, special transport permits, difficult site conditions, or increases in fuel prices, in accordance with the terms of this Agreement and subject to adjustments for all applicable taxes calculated at the time of invoicing (collectively, the "Purchase Price") on the applicable payment schedule listed below. Notwithstanding the possible payment schedules listed below, in the event that an alternate payment schedule is specified in the Special Notes of this Agreement, such alternate payment schedule shall supersede the payment schedules listed below. Any amounts not specified in the applicable payment schedule that hereafter become due from Buyer to Seller pursuant to the terms of this Agreement shall be due thirty (30) days after Buyer's receipt of Seller's invoice, unless a different payment period is provided herein. No payments due from Buyer shall be reduced by any abatement, setoff, or back charge of any kind whatsoever arising from any cause whatsoever. Neither title nor ownership of the Equipment shall pass to Buyer before the entire Purchase Price has been paid to Seller. Buyer hereby grants to Seller, to secure the payment and performance in full of all of Buyer's obligations under this Agreement, a security interest in the Equipment consistent with the provisions of Section 18 of the Supplemental Sale Terms and Conditions.

   (a) **NEW EQUIPMENT AND SERVICES PAYMENT SCHEDULE**.

   - Fifty percent (50%) of the Total Price upon Buyer's execution of this Agreement.
   - Forty percent (40%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
   - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

   (b) **USED EQUIPMENT AND SERVICES PAYMENT SCHEDULE**.

   - Twenty-five percent (25%) of the Total Price upon Buyer's execution of this Agreement.
   - Sixty-five percent (65%) of the Total Price no less than three (3) business days prior to the scheduled delivery of the Equipment to the Site.
   - Ten percent (10%) of the Total Price Net 30 days from the date of substantial completion of Seller's scope of work (substantial completion does not include punch list items).

3. **SELLER SCOPE OF WORK; EXCLUSIONS; CHANGE ORDER.** Seller's scope of work is limited to (1) the procurement and/or preparation of the Equipment and Accessories (if any) to meet the specifications set forth in this Agreement; and (2) performance of the Services. The Total Price excludes all additional services, accessories, ancillary items or equipment and additional on-site labor. The following are obligations of the Buyer and specifically excluded from Seller's obligations under this Agreement: (i) permits and licensing related to the Site; (ii) Site engineering or other design services; (iii) selection or preparation of the Site (iv) utilities or temporary power, and (viii) utility connections, whether temporary or permanent. Buyer may request changes or alterations in Seller's scope of work, which Seller may or may not agree to in Seller's sole discretion. Any written change orders shall be incorporated by reference into this Agreement and subject to all Terms and Conditions set forth herein.

4. **SCHEDULE; BUYER DELAYS**.

   (a) Buyer will schedule operations such that delivery and installation of the Equipment may be carried out by Seller in one continuous operation and in proper sequence. Should there be delays in the Buyer's preparation of the Site which would delay delivery and/or installation of the Equipment, Buyer shall notify Seller no less than ten (10) days in advance of the Estimated Delivery Date. In the event Buyer fails to comply with the foregoing requirements, Buyer will reimburse Seller for actual costs and damages incurred, including a reasonable markup for overhead and profit for work performed by Seller, resulting from such delay. Any such delay resulting therefrom will extend Seller's period of performance, which may not be a day for day extension of time.

   (b) If Buyer delays delivery of the Equipment for any reason for thirty (30) days or longer from the original Estimated Delivery Date, Seller, in its sole discretion may take one or more of the following actions which Buyer shall be notified of in writing: (1) revise

prices to reflect current market rates for materials, equipment or services, which Seller shall notify Buyer of in a written change order prior to delivery of the Equipment; (2) require Buyer to pay any remaining balance of the Purchase Price in full; (3) require Buyer to pay a monthly fee for storage of the Equipment; and (4) terminate the Agreement and in so doing, Buyer shall be responsible for payment to Seller of a termination fee ("Termination Fee") for the costs incurred and profits lost as a result of Seller's performance of its obligations under this Agreement prior to such termination, and which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments previously made to Seller will be credited against the Termination Fee and amounts in excess of the Termination Fee may be refunded to Buyer. In the event that Buyer fails to timely pay the Termination Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to timely take delivery of the Equipment and/or to pay such Termination Fee.

5. **CANCELLATION**. It is understood and agreed between the parties that, upon the Buyer's execution of this Agreement and acceptance of all Buyer obligations set forth herein, Seller shall proceed with procurement of any materials, equipment, labor, or otherwise in the performance of its obligations hereunder and in so doing, may incur extraordinary costs and expenses. All sales are final and non-refundable upon delivery of the Equipment to the Site. Any requests to cancel this Agreement prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in a writing that expressly references this Agreement and provides all the terms and conditions of the cancellation. In the event Seller accepts a cancellation requested by Buyer, the terms of the cancellation will include a payment to Seller for the costs incurred and profits lost as a result of Buyer's cancellation (a "Cancellation Fee"), which must be paid to Seller within ten (10) business days of receipt of written notice from Seller. Any partial payments to Seller will be credited against the Cancellation Fee and amounts in excess of the Cancellation Fee may be refunded to Buyer. No cancellation, even if accepted by Seller, shall be effective unless and until Buyer timely and fully pays the Cancellation Fee. In the event Seller accepts Buyer's cancellation but Buyer fails to timely pay the Cancellation Fee, Seller shall have the right to collect the full Purchase Price plus all additional costs, including attorneys' fees, incurred due to Buyer's failure to complete the cancellation.

6. **EQUIPMENT INSPECTION; ACCEPTANCE**. Following delivery and installation of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion of Seller's scope of work for such Equipment. Buyer shall immediately notify Seller in writing of any observed defects upon completion of such inspection and should Buyer fail to submit such written documentation within the foregoing timeframe, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

7. **RISK OF LOSS**. All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the Site.

8. **INSURANCE**. Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than $25,000), naming Seller as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of $1,000,000 per occurrence and $2,000,000 in the aggregate) (and with a deductible no higher than $25,000), naming Seller and its designees as additional insureds. Buyer's insurance shall be primary and non-contributory to any insurance maintained by Seller or any other additional insureds. The liability insurance policy shall contain cross-liability and waiver of subrogation provisions in favor of Seller and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Seller and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Seller. Buyer shall provide to Seller insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until Buyer has paid for the Equipment in full. Seller will not and does not provide insurance for any of Buyer's personal property that may be in or on any Equipment. Any failure by Seller to obtain or receive certificates of insurance or any endorsements prior to delivering the Equipment to Buyer will not be deemed a waiver of Buyer's obligations to procure and maintain the insurance specified herein.

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9. **INDEMNIFICATION. TO THE FULL EXTENT NOT PROHIBITED BY LAW, BUYER, ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "BUYER PARTY," AND COLLECTIVELY, THE "BUYER PARTIES") SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS, SELLER, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS AND CONTRACTORS (INCLUDING BUT NOT LIMITED TO TRANSPORTATION AND DELIVERY VENDORS AND CONTRACTORS), AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, VENDORS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES WHETHER INCURRED IN THE ASSESSMENT OR MANAGEMENT OF ANY CLAIM OR AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION : (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY BUYER UNDER THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF BUYER SET FORTH IN THIS AGREEMENT; (2) BUYER'S OWNERSHIP AND UTILIZATION OF THE EQUIPMENT; (3) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A BUYER PARTY CONTRIBUTED; OR (4) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY BUYER PARTY OR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT.** If the indemnity and defense obligations in this Paragraph are otherwise prohibited by law, Buyer agrees to indemnify, defend and hold the Indemnified Parties harmless from Losses to the maximum extent permitted by Law. The indemnity and defense obligations of the Buyer under this Paragraph and those elsewhere in this Agreement and any other related agreements (i) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers compensation acts, disability acts, or other employee benefit acts, (ii) shall survive any termination or expiration of this Agreement and shall apply to Losses arising before or after the performance of any obligation under this Agreement, (iii) shall not be construed to negate, abridge, or reduce any other rights, including rights of indemnity accorded by Law to the persons or entities indemnified, and (iv) shall not be limited or diminished in any way by insurance coverage.

10. **LIMITATION OF LIABILITY**. **TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THE total PRICE, AND SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**

11. **WARRANTIES**.

(a) **USED EQUIPMENT**. Except as specifically stated in Section 6(b) below, all Equipment is previously leased or used and will exhibit normal wear and tear consistent with other used equipment of similar age or use, including with respect to wall panel surfaces, ceiling tiles, windows, flooring, general appearance, etc. **BUYER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS." SELLER MAKES NO WARRANTY, GUARANTY, OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ADEQUACY OF THE SITE OR FITNESS OF UTILITIES AT THE SITE OR THE DURABILITY, CONDITION, QUALITY, DESIGN, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT; AND SELLER EXPRESSLY DISCLAIMS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS SELECTED AND INSPECTED ALL EQUIPMENT PRIOR TO MAKING FULL PAYMENT OF THE TOTAL PRICE OR BEFORE ACCEPTING DELIVERY AND RISK OF LOSS, AND THAT BUYER IS SATISFIED AS TO THE EQUIPMENT'S CONDITION**.

(b) **NEW EQUIPMENT**. Notwithstanding any disclaimer of warranties elsewhere in the Agreement, if the Equipment purchased under this Agreement is sold as new equipment and identified as such in the Agreement, Seller warrants in accordance with this Paragraph for twelve (12) months from the date of manufacture that the Equipment shall be new upon delivery and free from major defects in materials and workmanship that prevent its normal use and operation under normal use and regular service and maintenance by Buyer. New Accessories shall carry the warranty of the manufacturer, which Seller shall assign to Buyer to the extent transferable. Provided Buyer provides written notice to Seller of any failure or defect in the Equipment within two (2) days after its discovery and within the applicable warranty period, Seller shall replace the Equipment or repair the defect. Failure to provide timely notice shall result in a limitation or voidance of this warranty. If Buyer does not grant access for repairs during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, Buyer shall bear the cost of any overtime labor. This warranty does not extend to any Equipment that has been subjected to improper use, damaged by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **THIS EXPRESS WARRANTY FOR NEW EQUIPMENT IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND RECOURSE UNDER THIS AGREEMENT FOR NEW EQUIPMENT, AND IT IS LIEU OF, AND SELLER EXCLUDES AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**

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Estimate Del Date	09/25/2025
Buyer PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

(c) **SERVICES**. Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. With respect to any Services subject to a claim under the warranty set forth in this Section, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate. The Seller shall not be liable for a breach of the warranties set forth in this Section unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within three (3) months of Seller's performance of the Services and within four (4) days of the time when Buyer discovers the defect. This warranty does not extend to any defect caused by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(d) **MANUFACTURER WARRANTIES**. Seller hereby assigns to Buyer any warranties applicable to the Equipment received from a manufacturer to the extent such warranties are still applicable, in force and assignable. Buyer hereby waives, and agrees that it will not assert, any claim of any nature whatsoever against Seller based on any manufacturer warranties. If any manufacturer warranties that remain valid and in force cannot be assigned or made available to Buyer, Seller agrees to use reasonable efforts at Buyer's cost to enforce such warranties.

12. **DEFAULT; REMEDIES OF SELLER**. Each of the following shall constitute an "**Event of Default**"**:** (1) Buyer's failure to make any required payment to Seller within ten (10) calendar days after its due date, including but not limited to Buyer's failure to make timely payments in accordance with the payment schedules in Section 2(a) through 2(b) hereof; (2) Buyer's failure in the performance of any other obligation under this Agreement and the continuance of such default for ten (10) calendar days after written notice thereof by Seller to Buyer; (3) any warranty, representation or statement made or furnished to Seller by or on behalf of Buyer proves to be false in any material respect; (4) any uninsured loss, theft, damage or destruction to, or the attempted sale or encumbrance by Buyer of, the Equipment, or any levy, seizure or attachment thereof or thereon, prior to payment of the Purchase Price in full; (5) Buyer's insolvency, dissolution, winding up, termination of existence, or cessation or discontinuance of business prior to payment of the Purchase Price in full; (6) the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, the Buyer prior to payment of the Purchase Price in full. Buyer acknowledges that any Event of Default will substantially impair the value of this Agreement to Seller; or (7) Buyer's breach of any other agreement between Buyer and Seller, regardless of whether the effective date of such agreement is before or after the Effective Date. Upon the occurrence of any Event of Default and any time thereafter prior to payment of the Purchase Price in full, Seller may exercise one or more of the following remedies: (1) terminate this Agreement; (2) declare all unpaid payments under this Agreement to be immediately due and payable; (3) direct Buyer at its expense to promptly prepare the Equipment for pickup by Seller and take possession of the Equipment wherever found, and for this purpose enter upon any premises of Buyer and remove the Equipment, without any liability to Buyer or requirement for a suit, action, bond or other proceedings; (4) use, hold, sell, lease or otherwise dispose of the Equipment on the Site or any other location without affecting the obligations of Buyer as provided in this Agreement; (6) proceed by appropriate action either in law or in equity to compel Buyer's performance or to recover damages sufficient to ensure that Seller receives the full benefit of it bargain under this Agreement, plus attorneys' fees and any other expenses paid or incurred by Seller in connection with repossession, holding, repair and subsequent disposition of the Equipment; (7) apply any deposit or down payment specified in this Agreement to payment of Seller's costs, expenses and attorneys' fees incurred in enforcing this Agreement (provided, however, nothing herein shall be construed to mean that Seller's damages are limited to the amount of such deposit or down payment); and (8) exercise any and all other rights of Seller under applicable law. These rights and remedies are nonexclusive and may be exercised concurrently or separately. Seller's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any other right under this Agreement or applicable law.

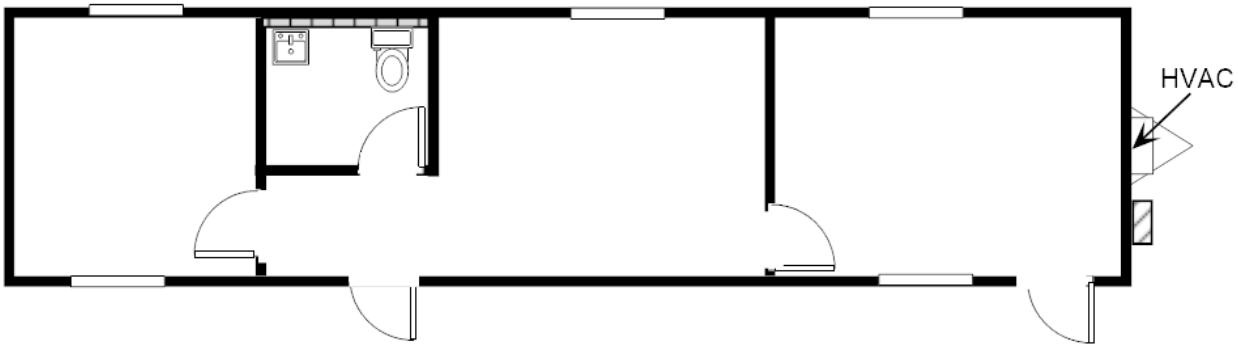
Sale Terms and Conditions, Rev01/14/25

Modular Design

(All drawings and specifications are nominal)

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

12x50:



11450 Mission Blvd, Mira Loma, CA 91752

Mario Duran | 951.282.4253 | Mario.Duran@MobileModular.com

City Council Meeting **I. 23.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Third Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project extending the completion time by twelve (12) months to October 18, 2026 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that the City Council approve the Third Amendment to the Professional Services Agreement with Carollo Engineers, Inc.

RECOMMENDATION:

Staff recommends City Council approval of the Third Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project extending the completion time by twelve (12) months to October 18, 2026.

DISCUSSION:

The City extracts groundwater and receives raw water from two (2) surface water sources for treatment and disinfection to meet drinking water standards prior to distribution through the potable water system. Santa Ana River surface water is received and treated at the Hinckley Water Treatment Plant, and Mill Creek surface water is received and treated at the Tate Water Treatment Plant (Tate). Tate has a potable water treatment capacity of twenty million gallons per day (20 MGD), with average daily production of seven (7) MGD and peak day production of eleven (11) MGD during the peak water use season (July-September). Tate operates in the 2,340' pressure zone and is able to

supply approximately eighty-seven percent (87%) of the City's water service area customers. The Tate facility has been upgraded, and its processes enhanced to improve water supply reliability by allowing State Water Project water to be mixed with Mill Creek water for treatment. Brady & Associates, Inc. recently completed a Condition, Structural, and Seismic Assessment of the Tate raw water transmission pipeline and recommended replacement.

The goal of this phase of the Tate WTP Raw Water Influent Pipeline Replacement Project (Project) is to engineer a new raw water influent pipeline from the box structure near the Southern California Edison Power House #1, across Mill Creek, and join existing pipeline valving at the Tate connection point. The Project also serves as a distribution for Crafton Water Company and the San Bernardino Valley Water Conservation District, and includes valves and flow meters to separately control and measure flows. The Project will likely be constructed in two (2) separate phases in the future and construction documents will be provided for each phase.

On April 19, 2022, City Council approved a Professional Services Agreement with Carollo Engineers, Inc. (Carollo) for this phase of the Project and determined the Project to be exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. On October 3, 2023, City Council approved the First Amendment to the Agreement extending the completion term by twelve (12) months to October 18, 2024. On October 1, 2024, City Council approved the Second Amendment to the Agreement extending the completion term by an additional twelve (12) months to October 18, 2025. Continued delays coordinating engineering reviews and permitting with outside agencies necessitate an additional twelve (12) month extension to the contract term. If this Third Amendment is approved, the amended completion date will be October 18, 2026. No additional Agreement revisions are proposed.

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

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year:	FY 25/26
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y

Discussion:

There is no fiscal impact associated with this action.

Attachments

Professional Services Agreement Carollo
First Amendment Carollo
Second Amendment Carollo
Third Amendment Carollo

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services ("Agreement") is made and entered in this 19th day of April, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City") and Carollo Engineers, Inc., a Delaware 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 design and prepare plans and specifications for City for a replacement raw influent pipeline and associated facilities to supply the Tate Water Treatment Plant to be constructed in the future (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

2.3 Consultant shall not be liable to and/or indemnify City and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by City and/or any third party in the future, except to the extent such inaccuracies are caused by Consultant's negligent performance hereunder.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

3.2 City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use

and reasonably rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement.

3.3 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others for this project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

3.4 City shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

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 "Consultant Proposal," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of eighteen (18) months from the Effective Date of this Agreement, unless terminated earlier as provided herein.

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

4.4 Consultant is not responsible for damage or delay in performance caused by events beyond the reasonable control of Consultant. In the event Consultant's services are suspended, delayed or interrupted for the convenience of City or delays occur beyond the reasonable control of Consultant, an equitable adjustment in Consultant's time of performance and cost of Consultant's personnel and subcontractors may be made.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of eight hundred thirty five thousand five hundred forty nine dollars ($835,549). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Cost Proposal," which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City

shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

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

CITY:	CONSULTANT:
John R. Harris, MUED Director	Graham J.G. Juby, Senior Project Manager
City of Redlands	Carollo Engineers, Inc.
35 Cajon Street, Suite 15A	3400 Central Avenue, Suite 205
P.O. Box 3005 (mailing)	Riverside, CA 92506
Redlands, CA 92373	GJGJuby@carollo.com
jharris@cityofredlands.org	Phone: (951) 776-3955
Phone: (909) 798-7658	Fax: (951) 776-4207

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 to the extent caused by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

6.3 Neither party shall be responsible for economic, incidental and/or consequential damages to the other party and/or any third party. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success. Consultant and its subconsultants shall only be liable for any damage caused by negligence related to cleaning activities required to facilitate the CCTV inspection.

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.

8.9 The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

CAROLLO ENGINEERS, INC.

By: _____
Graham J.G. Juby, Senior Project Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

By: _____
Eric M. Mills, Client Services Director

EXHIBIT "A"

SCOPE OF SERVICES

[ATTACHED]

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

TATE WTP RAW WATER INFLUENT LINE REPLACEMENT PROJECT

CAROLLO ENGINEERS

SCOPE OF WORK

The Tate Water Treatment Plant (WTP) has a potable water treatment design capacity of twenty (20) million gallons per day (MGD), with average daily production of seven (7) MGD and peak day production of eleven (11) MGD during the peak water use season (July – August). This WTP operates in the 2,340' pressure zone. The City has added enhancements to the Tate WTP that provide more water supply reliability by allowing State Water Project water to mixed with Mill Creek water for treatment. Brady & Associates, Inc. (Brady) recently completed a condition, structural, and seismic assessment of the Tate WTP raw water transmission line and recommended a new parallel pipeline to be constructed.

The purpose of this project is to engineer and construct a new influent pipeline from the box structure near Power House No. 1, across Mill Creek Channel and connecting to the Tate WTP connection point identified in the RFP. This project also includes a distribution line to Crafton Water Company with two separate valve and flow meter vaults. The influent pipeline will be constructed in two phases per RFP, Addendum No. 1 requirements. For this reason, we have estimated two separate sets of construction documents (plans, specifications, and cost estimates) will be prepared as part of the final design.

The scope of work detailed below is intended to capture all tasks necessary to allow for preparation of bidding and construction documents for the proposed project. Several optional tasks have also been included for the City to consider.

Task 1 – Project Management and Meetings

It is assumed that the project will take approximately 14-months to complete. This task includes general project management and meetings.

A. Prepare monthly invoices including a Progress Report summarizing work performed for the invoice period, supporting tabulation of hours by date and task for employees working on the project, and supporting expense reports and invoices for reimbursable expenses.
B. Attend monthly 90-minute project meetings with the MUED staff to discuss project progress and any engineering issues that arise. Meetings may be performed remotely. Meeting agendas will be established in collaboration with MUED staff. A total of 8 project meetings has been assumed.

C. Attend six in-person 90-minute design review meetings. In place of a monthly project meeting, attend in-person design review meetings as follows:
    a. Project kickoff meeting,
    b. Pipeline Alternatives meeting,
    c. 30% design review meeting,
    d. 60% design review meeting,
    e. 90% design review meeting,
    f. Final design completion meeting.

Carollo will develop a data needs list that will be submitted to City before or at the kickoff meeting. The list will be updated as the project proceeds identifying data received and data still to be received. Data received from City will be reviewed as needed to provide information for the project.

Meeting agendas will be established in collaboration with MUED staff.

Deliverables: Meeting Agendas, Meeting Notes, Presentation Materials, Monthly Invoices, Monthly Progress Reports, Date Needs List in electronic format. List will be updated regularly as needed.

Task 2 – Pipeline Alternatives Evaluation

Carollo will review the Brady assessment and recommendations and conduct additional research and site investigations necessary to evaluate up to three separate pipeline alignments and the construction alternatives listed below to replace the Tate WTP raw water transmission line, including associated valves, control and metering systems (including SCADA), and plumbing systems. It has been assumed that no additional assessment of the existing transmission line is necessary. An important component of this project is the addition of equipment necessary to connect to, and meter, water delivered to Crafton Water Company and to the San Bernardino Valley Water Conservation District. Carollo will evaluate up to three pipeline alternatives, including both trenched and trenchless construction alternatives. Carollo will provide a list of pros and cons for various replacement construction alternatives, including:

1. Construction of a replacement transmission line with the same diameter or larger, and along the same alignment;

2. Construction of a replacement transmission line with the same diameters evaluated for Alternative 1, along a modified alignment to the west of the existing line;

3. Construction of a replacement transmission line with the same diameters considered for Alternatives 1 and 2, along a modified alignment to the east of the existing line.

4. Rehabilitation of the existing transmission line, and construction of a redundant transmission line (side-by-side and along a new alignment).

A. Carollo will provide conceptual land acquisition (if necessary) and construction cost estimates, including site civil work, access roads, fencing, piping, and control systems, and other associated temporary and permanent construction elements for each of the replacement construction alternatives. At the conclusion of Task 2, the City staff will select a preferred construction alternative and alignment. Carollo will prepare Technical Memorandum (TM) No. 1 that will be the basis for selection of the preferred alternative and which will consider the following minimum items:

   a. **Condition Assessment/Rehabilitation.** Review the Brady condition assessment report. It has been assumed that additional interior, or exterior condition assessment work will not be required. Should such additional work be determined as being needed in order to complete the design, then this will be discussed separately with the City and a suitable approach identified.

   b. **Material Types.** Evaluate various construction material types to rehabilitate and/or replace the raw water transmission line.

   c. **Hydraulics.** Evaluate the hydraulic implications of various pipe configurations (e.g., single line, redundant line, control systems, pumping needs, piping schematics, etc.).

   d. **Water Quality.** Identify implications of water quality on various pipe configurations and material types.

   e. **Foundations.** At a planning level, identify typical pipe support foundation alternatives, casing pipe needs, and identify any slope-stability concerns, all as appropriate.

   f. **Regulatory Constraints.** Research and identify any regulatory constraints (e.g., SWRCB, USACE, DDW, Air Quality Management Division, Caltrans etc.) that may have implications on the foundation and/or pipe location, material type, or geometry. Research and identify necessary construction permitting and the level of CEQA evaluation and documentation necessary for each alternative. Prepare a table and schedule to indicate the anticipated permit requirements and timeline anticipated for obtaining each permit.

B. Evaluate life cycle costs (as net present and annual worth) for alternatives under consideration. This shall include the initial capital investment as well as anticipated maintenance and replacement costs.

C. Present results of the alternatives evaluation to MUED staff for selection of the preferred alternative. The alternative evaluation will be presented as part of TM-1. Figures, photographs, and estimate tables accompanied by a meeting/presentation materials will be included as an Appendix to TM-1.

After receiving the City's comments on the draft TM-1, Carollo will prepare and submit a final version of TM-1 which will be used as the basis for the design phase.

Deliverables: Draft and Final versions of TM-1 and supporting exhibits in electronic format.

Task 3 - Site Survey and Basemap Preparation

Carollo will sub-contract with a surveyor to conduct the following work:

A. Perform a site survey within the project area for existing surface features, topography, and utilities as necessary for engineering. Utility data shall be obtained by performing 811 utility locates and will likely require follow up with individual utility companies who fail to locate their lines. City will provide existing shapefiles for water, sewer, and storm utilities to supplement field surveys.
B. Perform field surveys as necessary to establish property boundaries and easements adjoining the project site.
C. Perform the potholing of existing utilities where necessary to collect data for design (e.g., elevations at critical crossings or where potential for conflict exists). Survey the locations of exposed utilities.
D. Coordinate jet-tracing of any gravity utility lines that require tracing and survey the marked locations. The actual jet-tracing will be performed by the City.
E. Establish local survey control within the project area and place survey control monuments as necessary along the project alignment. Monuments shall be a #5 set rebar at least four feet (4') deep with an aluminum cap.
F. Prepare an AutoCAD basemap of the project for use in subsequent planning, design, and plan preparation.

Deliverables: AutoCAD basemap of the site for use in subsequent planning, design, and plan preparation.

Task 4 - Geotechnical Investigations

Carollo will sub-contract with a geotechnical consultant to conduct the following work:

A. Perform geotechnical borings and laboratory analyses as necessary to engineer the proposed pipe foundations and site improvements.
B. Perform soil analyses to determine the corrosion potential along the pipeline alignment and develop a cathodic protection system as necessary based on the analyses results.
C. Perform slope-stability studies as necessary to aid in final siting of the pipe and foundations, and identify any special considerations required to maintain stability of the areas and avoid compromising the pipe and foundations or associated improvements.
D. Prepare a geotechnical report summarizing the methods, findings, and recommendations resulting from the geotechnical investigations.

Deliverables: Draft and Final versions of a Geotechnical Report in electronic format.

Task 5 - Final Engineering

A. Carollo will perform the final engineering of the preferred alternative to include the raw water transmission line, foundations, control structures, instrumentation, manholes and vaults, and any other elements necessary to bring the system into service. Final engineering will include provisions for connections to existing Tate WTP system piping.

B. Engineer site improvements within the project areas to include site grading, drainage, perimeter fencing, and access roadways. Given the small scale of the project (less than 1 acre of additional impervious area created), it is anticipated that stormwater detention and permanent water quality BMPs are not required.

C. Coordinate with dry utility companies (gas, power, communications, etc.) to relocate any existing utilities in conflict with the proposed improvements. The actual relocation designs will be performed by the utility owners and billed to City.

D. Coordinate Engineering with outside agencies based on the findings in TM-01 (i.e., San Bernardino County Flood Control District, USACE, RWQCB, FEMA, etc.) to include permitting, design reviews, specification reviews, etc. Actual permitting fees will be paid by City.

E. Engineer erosion control plans indicating erosion control minimums to be implemented by the Contractors. A detailed SWPPP is outside of the scope of work and will be prepared by the Contractors.

Construction Documents

A. Prepare suitable-for-construction engineering drawings for the project to include, but not be limited to, the following:
    a. Title Sheet
    b. General Notes Sheet
    c. Existing Conditions Sheet (with identification of available project access and staging areas)
    d. Survey Control Sheet
    e. Erosion Control Plan
    f. Removal/Demolition Plans
    g. Pipe Plans (including foundations, piping, plans and profiles)
    h. Connection Piping Details
    i. Control System Plans
    j. Utility/Power Plans (as necessary)
    k. Utility Relocation Plans
    l. Site Grading and Drainage Plans
    m. Site Security Plans (perimeter fencing and access gates)
    n. Detail Sheets (as necessary)
    o. Site Restoration Plans

p. Additional plan sheets necessary to create a plan set suitable for bidding and construction

B. Prepare detailed specifications for project construction.

C. Plans and specifications shall be submitted to the City for review and comment at the 30%, 60%, 90%, and final design completion level.

D. Using a bid form prepared in collaboration with City, prepare a summary of quantities for the final design.

E. Prepare an engineer's opinion of probable construction cost at the 30%, 60%, 90%, and final design completion levels.

Task 5.1 – 30% Design

A preliminary drawing list that includes the anticipated 100% submittal drawing list is included in Attachment A. This attachment includes a separate preliminary list of drawings for Phase 1 and Phase 2. This list of drawings may be adjusted based on the findings of Task 2 described above. The drawings will be prepared in the current Carollo version of Bentley's Microstation or Revit and converted to AutoCAD files, and the specifications will be prepared in the current Carollo version of Microsoft Word in the 17-Division format. Project will use the City Front-End Specifications (Division 0), which will be provided by the City. Division 1 and the other technical specifications will be provided by Carollo.

The 30% submittal drawings will include sufficient early development to display the basic format of the plan set for each of the disciplines required to complete the work. The submittal will include the basic organization sheets, sufficient detail to show the basic layout of facilities, process instrumentation and control diagrams, SCADA Block Diagram, and single line power diagrams, as needed. The plans will provide specific horizontal and vertical control for all proposed underground facilities.

The specifications will include a summary Table of Contents for all specifications anticipated for the project. Specifications included at this point will still include marked-up sections, for further development.

After review of the 30% submittal by City, a design review meeting will be held with City to review and discuss their comments. The City's comments on the 30% drawings will be incorporated into the 60% design submittal.

Preliminary Construction Cost Estimate - A preliminary construction cost estimate will be prepared and included as part of the 30% Submittal. A separate construction cost estimate will be provided for Phase 1 and Phase 2.

Deliverables: 30% Design Package that includes selected drawings to approximately 30% level of completion for Phases 1 and 2 and Technical Specifications Table of Contents, and opinion of probable construction cost, all as a pdf set of the drawings and specifications files.

Task 6.2 – Final Design

Following receipt of the City's comments on the 30% Design Submittal, Carollo will advance the design to approximately 60%. Provide a 60% Design Submittal to the City that now includes all drawing sheets anticipated in the two Bid Sets, and all specifications, although some may still need to be finalized. With the 60% submittal include an updated construction cost estimate for both Phases of the project.

After the City's review period, Carollo will meet with City to receive comments and feedback on the plans and specifications in a design review meeting.

Following receipt of the City's comments on the 60% Design Submittal, Carollo will advance the design to 90%. Carollo will provide a 90% Design Submittal to the City that now includes a complete set of drawing sheets and all specifications separated into Phase 1 and Phase 2 packages. In parallel with the City's review of the 90% submittal, conduct an in-house QA/QC check of the plans and specifications.

After the City's review period, Carollo will meet with City to receive comments and feedback on the plans and specifications.

Following receipt of the City's comments on the 90% Design Submittal, and comments from Carollo's in-house checking team, Carollo will advance the design to 100% incorporating all comments. Carollo will provide a 100% Design Submittal to the City that now includes a complete set of all drawing sheets and all specifications for both Phase 1 and Phase 2 packages. Together with 100% submittal, submit the final Engineer's Opinion of Probable Construction Cost.

Using a bid form prepared in collaboration with City, Carollo will prepare a summary of quantities for the final design and submit those with the 100% Submittal.

Carollo will incorporate any final comments into the documents and prepare and submit the two Bid Set packages for Phase 1 and Phase 2.

Deliverables: 60%, 90% and 100% Design Drawings and Specifications all in PDF format. Bid Set Drawings and Specifications packages for Phase 1 and Phase 2 will be prepared as print-ready full-sized drawings (1 set) and a pdf set of the drawings in full-size and half-size; One set of master specifications on both 8 1/2"x11" paper unbound and in digital form. All deliverables will be in two separate packages for Phase 1 and Phase 2 work.

ADDITIONAL OPTIONAL TASKS

We have included several optional tasks for the City to consider in case they become needed. These tasks are:

Task 6 – Potholing: We have included a budgetary item due to unknown number of utilities.

Task 7 – Title report and easement legal descriptions: We have included a budgetary item based on an assumed number of five due to the unknown number of easements that may be required.

Task 8 – Trenchless Installation Evaluation and Report: If trenchless installation of the pipeline under Mill Creek Channel is selected, we will request Brierley and Associates, our tunneling subconsultant, to evaluate and recommend the tunneling method to be used.

Task 9 – Additional Geotechnical Investigations if needed.

ASSUMPTIONS

The Scope of Work developed above and the associated labor hour effort to complete the work was based on the following assumptions:

1. The duration of the project design will be approximately 14 months from receipt of the Notice to Proceed.
2. No additional conditional assessment of the existing Tate WTP raw water transmission line will be needed.
3. Scour analysis of Mill Creek Channel is not included. We understand that a scour analysis is available from SBCFCD.
4. Traffic control plans are not included. The City will provide traffic control plans for inclusion.
5. City will provide the following services as needed during the project:
    a. Provide potholing and/or jet-tracing of any utilities with uncertain locations. We have included a budgetary item under Optional Task 7 for $20,000 for potholing;
    b. Provide plan reviews of intermediate submittals in a timely manner (assumed to be 2-weeks);
    c. Provide bid documents to prospective bidders (including printing and the bid form template) and bid the projects;
    d. Provide cost data from recent projects for use in preparation of engineer's cost estimates;
    e. Pay for costs associated with dry utility company (gas, power, communication) design fees.
    f. Apply for and pay the fees associated with obtaining permits.
6. Costs incurred by the utility companies for their design work will be paid for directly by the City.
7. The bidding documents will use City's Front End (Division 0). The City will provide the latest version of the their Front End to Carollo for review and co-ordination with the rest of the technical specifications.

8. A detailed SWPPP is outside of the scope of work and will be prepared by the Contractor.
9. Printing of Bid Sets for Bidding will be provided by City as needed.
10. Bid services are not included in the Scope of Work.
11. Public Outreach will be provided by City.

Attachment A includes a preliminary List of Drawings for Phase 1 and Phase 2 design. Total sheet count is 58.

Attachment A
Preliminary List of Drawings – Phase 1

SHEET No.	Drawing Title	No. of Drawings
	GENERAL	**4**
G-1	COVER SHEET, VICINITY, AND LOCATION MAP	1
G-2	DRAWING INDEX	1
G-3	LEGEND, SYMBOLS, AND ABBREVIATIONS	1
G-4	KEY PLAN, STAGING AREA, AND SURVEY CONTROL DATA	1
	CIVIL	**7**
GC-1	GENERAL CIVIL NOTES, LEGEND, AND SYMBOLS	1
GC-2	CIVIL STANDARD DETAILS 1	1
GC-3	CIVIL STANDARD DETAILS 2	1
C-1	TRANSMISSION PIPELINE PLAN AND PROFILE - 1	1
C-2	TRANSMISSION PIPELINE PLAN AND PROFILE - 2	1
C-3	BOX STRUCTURE SITE PLAN, SECTIONS, AND DETAILS	1
C-4	MILL CREEK CHANNEL CROSSING DETAILS	1
	STRUCTURAL	**5**
GS-1	GENERAL STRUCTURAL NOTES	1
GS-2	STANDARD STRUCTURAL DETAILS - 1	1
GS-3	STANDARD STRUCTURAL DETAILS - 2	1
S-1	BOX STRUTURE REPLACEMENT PLAN	1
S-2	BOX STRUTURE REPLACEMENT SECTIONS AND DETAILS	1
	Total Number of Drawings	**16**

Attachment A
Preliminary List of Drawings – Phase 2

SHEET No.	Drawing Title	No. of Drawings
	GENERAL	**4**
G-1	COVER SHEET, VICINITY, AND LOCATION MAP	1
G-2	DRAWING INDEX	1
G-3	LEGEND, SYMBOLS, AND ABBREVIATIONS	1
G-4	OVERALL SITE PLAN	1
	CIVIL	**12**
GC-1	GENERAL CIVIL NOTES, LEGEND, AND SYMBOLS	1
GC-2	STANDRD CIVIL DETAILS – 1	1
GC-3	STANDRD CIVIL DETAILS – 2	1
C-1	TRANSMISSION PIPELINE PLAN AND PROFILE - 1	1
C-2	TRANSMISSION PIPELINE PLAN AND PROFILE - 2	1
C-3	TRANSMISSION PIPELINE PLAN AND PROFILE - 3	1
C-4	CRAFTON TRANSMISSION PIPELINE PLAN AND PROFILE - 4	1
C-5	VALVE VAULT/FLOWMETER VAULT PLANS	1
C-6	VALVE VAULT/METER VAULT SECTIONS	1
C-7	CRAFTON VALVE/FLOWMETER VAULT PLANS	1
C-8	CRAFTON VALVE/FLOWMETER VAULT SECTIONS	1
C-9	MISCELLANEOUS PIPELINE CONNECTION DETAILS	1
	STRUCTURAL	**6**
GS-1	GENERAL STRUCTURAL NOTES	1
GS-2	STANDARD STRUCTURAL DETAILS - 1	1
GS-3	STANDARD STRUCTURAL DETAILS - 2	1
S-1	VALVE/FLOWMETER VAULT PLANS AND SECTIONS	1
S-2	CRAFTON VALVE/FLOWMETER VAULT PLANS AND SECTIONS	1
S-3	STRUCURAL DETAILS	1
	MECHANICAL	**5**
GM-1	MECHANICAL GENERAL NOTES	1
GM-2	STANDARD MECHANICAL DETAILS – 1	1

SHEET No.	Drawing Title	No. of Drawings
M-1	VALVE/FLOWMETER PLAN AND SECTION	1
M-2	CRAFTON VALVE/FLOWMETER PLAN AND SECTION	1
M-3	MISCELLANEOUS MECHANICAL DETAILS	1
	ELECTRICAL	**9**
GE-1	ELECTRICAL LEGEND	1
GE-2	ELECTRICAL GENERAL NOTES	1
GE-3	TYPICAL ELECTRICAL DETAILS - 1	1
GE-4	TYPICAL ELECTRICAL DETAILS - 2	1
E-1	ELECTRICAL SITE PLAN	1
E-2	VALVE/FLOWMETER ELECTRICAL PLAN	1
E-3	CRAFTON VALVE/FLOWMETER ELECTRICAL PLAN	1
E-4	POWER AND CONTROL RISERS	1
E-5	SCHEDULES AND SCHEMATICS	1
	INSTRUMENTATION	**6**
GN-1	PROCESS AND INSTRUMENTATION LEGEND - 1	1
GN-2	PROCESS AND INSTRUMENTATION LEGEND - 2	1
GN-3	TYPICAL INSTRUMENTATION DETAILS - 1	1
GN-4	TYPICAL INSTRUMENTATION DETAILS - 2	1
N-1	BLOCK DIAGRAM	1
N-2	P&ID	1
	Total Number of Drawings	**42**

EXHIBIT "B"

COST PROPOSAL

[ATTACHED]

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.

CAROLLO ENGINEERING, INC.

By: _____ Date: Apr 13, 2022

Graham J.G. Juby, Senior Project Manager

Carollo Engineers Agreement.PS-1.1.FY21-0090

Final Audit Report 2022-04-13

Created:	2022-04-13
By:	Eric M. Mills (emills@carollo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-v884IAko8L1MDkJJu0GDVrUigOOPfWa

"Carollo Engineers Agreement.PS-1.1.FY21-0090" History

Document created by Eric M. Mills (emills@carollo.com)
2022-04-13 - 2:32:36 PM GMT- IP address: 24.205.114.11

Document e-signed by Eric M. Mills (emills@carollo.com)
Signature Date: 2022-04-13 - 2:37:03 PM GMT - Time Source: server- IP address: 24.205.114.11

Document emailed to Graham Juby (gjgjuby@carollo.com) for signature
2022-04-13 - 2:37:05 PM GMT

Email viewed by Graham Juby (gjgjuby@carollo.com)
2022-04-13 - 3:25:58 PM GMT- IP address: 68.111.94.245

Document e-signed by Graham Juby (gjgjuby@carollo.com)
Signature Date: 2022-04-13 - 3:28:27 PM GMT - Time Source: server- IP address: 68.111.94.245

Agreement completed.
2022-04-13 - 3:28:27 PM GMT

CITY OF REDLANDS

Carollo Fee Estimate

Tate Water Treatment Plant Raw Water Influent Line Engineering Project

	Hourly Billing Rate	$288	$265	$265	$245	$220	$180	$144	$120							
Task No.	**TASK DESCRIPTION**	**Senior Professional**	**Project Manager**	**Lead Professional QA/QC**	**Project Professional**	**Professional**	**Assistant Professional**	**CAD Technician**	**Office Support**	**TOTAL HOURS**	**LABOR COST**	**Project Equipment and Communication Expense [PECE] ($13.00 per labor hour)**	**OTHER DIRECT COSTS**	**Subconsultants**	**Markup on ODCs and Subconsultants**	**TOTAL PROJECT FEE**
1.0	**PROJECT MANAGEMENT AND MEETINGS**	**28**	**62**	**38**	**68**	**0**	**0**	**0**	**14**	**210**	**$ 52,904**	**$ 2,730**	**$ 900**	**$ -**	**$ 90**	**$ 56,624**
A	Monthly invoices and progress reporting		8		14				4	26	$ 6,030	$ 338	$ 200		$ 20	$ 6,588
B	Attend monthly meetings (assume 12 meetings, 90 minutes each)	14	24	18	24				4	84	$ 21,522	$ 1,092	$ 200		$ 20	$ 22,834
C	Attend in-person review meetings at 30%, 60%, 90%, and 100% design level (assume 6 meetings)	14	30	20	30				6	100	$ 25,352	$ 1,300	$ 500		$ 50	$ 27,202
D	Quality Assurance and Quality Control (Built into Task 5.0-D)									0	$ -	$ -			$ -	$ -
2.0	**ALTERNATIVE EVALUATIONS**	**12**	**58**	**66**	**108**	**88**	**0**	**66**	**18**	**416**	**$ 93,800**	**$ 5,408**	**$ 1,500**	**$ -**	**$ 150**	**$ 100,858**
A	Review existing condition assessment report and other related documents	2	8	8	8			8	2	36	$ 8,168	$ 468			$ -	$ 8,636
B	Evaluation of trenched and trenchless pipe installation methods	2	8	16	12			8	1	47	$ 11,148	$ 611	$ 500		$ 50	$ 12,309
C	Evaluate feasibility of alternatives including life-cycles costs	1	8	8	8			8	2	35	$ 7,880	$ 455			$ -	$ 8,335
D	Hydraulics	1	4	4	12	40		4	1	66	$ 14,844	$ 858	$ 500		$ 50	$ 16,252
E	Water Quality		2	2	4				1	9	$ 2,160	$ 117			$ -	$ 2,277
F	Foundations		4	8	8			8	1	29	$ 6,412	$ 377			$ -	$ 6,789
G	Regulatory constraints	2	8	4	16	24			2	56	$ 13,196	$ 728			$ -	$ 13,924
H	Prepare Technical Memorandum No. 1 and presentation for pipeline alternatives (TM-01)	4	16	16	40	24		30	8	138	$ 29,992	$ 1,794	$ 500		$ 50	$ 32,336
3.0	**SITE SURVEY AND BASE MAP**	**1**	**6**	**0**	**6**	**0**	**0**	**22**	**2**	**37**	**$ 6,756**	**$ 481**	**$ -**	**$ 44,950**	**$ 4,495**	**$ 56,682**
A	Prepare a site survey	1	2		2			8	2	15	$ 2,700	$ 195		$ 44,950	$ 4,495	$ 52,340
B	Prepare field survey to establish boundaries		2		2			2		6	$ 1,308	$ 78			$ -	$ 1,386
C	Potholing of existing utilities including surveys of potholes (see Optional Task 8)									0	$ -	$ -			$ -	$ -
D	Jet tracing of gravity utilities including survey (Jet Tracing will be performed by the City if needed)									0	$ -	$ -			$ -	$ -
E	Establish local survey monuments (at least 3 survey control monuments)		2		2			4		8	$ 1,596	$ 104			$ -	$ 1,700
F	Prepare an AutoCAD base map for use in planning and design							8		8	$ 1,152	$ 104			$ -	$ 1,256
4.0	**GEOTECHNICAL INVESTIGATIONS**	**1**	**2**	**4**	**4**	**0**	**0**	**0**	**1**	**12**	**$ 2,978**	**$ 156**	**$ -**	**$ 59,933**	**$ 5,993**	**$ 69,060**
A	Perform geotechnical investigations, borings, slope stability, and report	1	2	4	4				1	12	$ 2,978	$ 156		$ 59,933	$ 5,993	$ 69,060
5.0	**FINAL ENGINEERING (Phase 1 and 2)**	**10**	**216**	**248**	**292**	**232**	**212**	**972**	**100**	**2,282**	**$ 438,548**	**$ 29,666**	**$ 3,500**	**$ -**	**$ 350**	**$ 472,064**
A	Prepare Final design plans, specifications and construction cost estimates (30% design level)	2	80	40	80	80	80	300	20	682	$ 129,576	$ 8,866	$ 1,000		$ 100	$ 139,542
B	Prepare Final design plans, specifications and construction cost estimates (60% design level)	2	60	60	80	80	80	300	20	682	$ 129,576	$ 8,866	$ 1,000		$ 100	$ 139,542
C	Prepare Final design plans, specifications and construction cost estimates (90% design level)	2	60	60	80	60	40	300	20	622	$ 117,976	$ 8,086	$ 1,000		$ 100	$ 127,162
D	Internal Check of Plans and Specs (QA/QC)	2	4	80	24			12	4	126	$ 30,924	$ 1,638			$ -	$ 32,562
E	Prepare Final design plans, specifications and construction cost estimates (100% final)	2	8	8	24	12		40	24	118	$ 21,976	$ 1,534	$ 500		$ 50	$ 24,060
F	Prepare Separate Bid Sets (Phase 1 and Phase 2)		4		4		12	20	12	52	$ 8,520	$ 676			$ -	$ 9,196
	TOTAL FOR ALL TASKS (TASKS 1-5)	**52**	**344**	**356**	**478**	**320**	**212**	**1,060**	**135**	**2,957**	**$ 594,986**	**$ 38,441**	**$ 5,900**	**$ 104,883**	**$ 11,078**	**$ 755,288**
	ADDITIONAL OPTIONAL TASKS															
6.0	Potholing if needed (budgetary number due to unknown number of utilities)		2	2				8	1	13	$ 2,332	$ 169		$ 20,000	$ 2,000	$ 24,501
7.0	Title Report and Easement Legal Description (assume 5@$3,500 each)		2	2	2	0	0	8	1	15	$ 2,822	$ 195	$ -	$ 17,500	$ 1,750	$ 22,267
8.0	Trenchless Installation Evaluation and Report by Brierley (if trenchless option is selected)		2	2	8			8	1	21	$ 4,292	$ 273		$ 25,000	$ 2,500	$ 32,065
9.0	Additional Geotechnical Investigations/Trenching (if needed)		2		2			2	1	7	$ 1,428	$ 84		$ 8,235	$ 824	$ 10,571
	TOTAL OPTIONAL TASKS (TASKS 6-10)	**0**	**8**	**6**	**12**	**0**	**0**	**26**	**4**	**56**	**$ 10,874**	**$ 637**	**$ -**	**$ 62,500**	**$ 6,250**	**$ 80,261**
	TOTAL INCLUDING OPTIONAL TASKS (TASKS 1-9)	**52**	**352**	**362**	**490**	**320**	**212**	**1,086**	**139**	**3,013**	**$ 605,860**	**$ 39,078**	**$ 5,900**	**$ 167,383**	**$ 17,328**	**$ 835,549**

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for Engineering services related to the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project dated April 19, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"), is made and entered into this 3rd day of October, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to extend the contract term by twelve (12) months to October 18, 2024.

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

AMENDMENT

Section 1. Section 4.2 of Article 4 ("Performance of Services") of the Agreement, is hereby amended to read as follows:

"4.2 The term of this Agreement shall be for a period of thirty (30) months commencing as of the Effective Date, unless terminated earlier as provided herein."

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 October 3, 2023.

CITY OF REDLANDS

Eddie Tejeda, Mayor

Carollo Engineers, Inc.

By: _____

Graham J.G. Juby, Senior Project Manager

ATTEST:

Jeanne Donaldson, City Clerk

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for Engineering services related to the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project dated April 19, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Carollo Engineers, Inc., a Delaware corporation ("Consultant"), is made and entered into this 1st day of October, 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to extend the contract term by twelve (12) months to October 18, 2025.

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. Section 4.2 of Article 4 ("Performance of Services") of the Agreement, entitled is hereby amended to read as follows:

"4.2 The term of this Agreement shall be for a period of forty-two (42) months commencing as of the Effective Date, unless terminated earlier as provided herein."

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of October 1, 2024.

CITY OF REDLANDS

Eddie Tejeda, Mayor

CAROLLO ENGINEERS, INC.

By: _____
Graham J.G. Juby, Senior Project Manager

ATTEST:

Jeanne Donaldson, City Clerk

THIRD AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This third amendment ("Third Amendment") to the agreement for Engineering services related to the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project dated April 19, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Carollo Engineers, Inc., a Delaware corporation ("Consultant"), is made and entered into this 2nd day of September, 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to extend the contract term by twelve (12) months to October 18, 2026.

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 The term of this Agreement shall be for a period of fifty-four (54) months commencing as of the Effective Date, unless terminated earlier as provided herein."

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment, to be effective as of September 2, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

CARROLLO ENGINEERS, INC.

By: _____
Graham J.G. Juby, Senior Project Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **J. 1.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the designation of a voting delegate and alternate(s) to the 2025 League of California Cities Annual Conference scheduled to occur October 8-10, 2025 in Long Beach (Mayor Saucedo)

MOTION:

1. I move to designate _____ to serve as the voting delegate for the League of California Cities 2025 Annual Conference.

2. I move to designate _____ to serve as alternate voting delegates for the League of California Cities 2025 Annual Conference.

DISCUSSION:

The 2025 Annual Conference of the League of California Cities is scheduled for October 8-10 in Long Beach. An important aspect of the annual conference is the Annual Business Meeting where the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Additional information is provided in the attached memorandum and voting procedures from the League of California Cities.

Attachments

League of California Cities Memo-2025

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

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For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

City Council Meeting **J. 2.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the installation of a bench with memorial plaque in front of Caprice Café in memory of Christopher "Chris" Pepino (Council Member Davis)

MOTION(S):

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

1. I move that the City Council direct staff to install a bench at the southeast corner of State Street and 5th Street, in the sidewalk in front of Caprice Café, with a plaque dedicating the bench in memory of Chris Pepino, founder of Caprice Café.

RECOMMENDATION:

This request has been included on the agenda at the request of Council Member Davis; staff recommendation is not applicable.

DISCUSSION:

This item has been placed on the agenda at the request of Council Member Davis, following a submission from employees of Caprice Café. The café's staff asked Council Member Davis to support the installation of a bench with a memorial plaque dedicating the bench in memory of Christopher Richard Pepino, the long-time owner of Caprice Café.

Chris Pepino began working at Caprice Café in 1997 while attending the University of Redlands, became the restaurant manager in 2002, and took ownership in 2013. Under his leadership, the restaurant became a cornerstone of downtown Redlands, known for its elevated dining and welcoming atmosphere. Pepino passed away on August 7, 2025, and is remembered as a passionate, energetic leader, and a beloved member of the Redlands

community.

Benches are common throughout the downtown area and consistent with the City's approach to providing pedestrian amenities in the public right-of-way. If the City Council is supportive of this request, staff will proceed with installation using existing funds allocated for downtown benches and amenities within the Facilities and Community Services budget.

ALTERNATIVES:

City Council may choose to deny the dedication of these public facilities and provide alternate direction to staff.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Denise Davis, Council Member

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Discussion:

The plaque will cost approximately $150, and the FCS budget includes sufficient funds for both the bench and plaque. The budget already includes funds for a bench at the subject location.

City Council Meeting **K. 1.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with Tryco General Engineering for the 2025 CIP Sewer Pipeline Replacement Project for an amount not-to-exceed $1,494,516, approve 2025 CIP Sewer Pipeline Replacement Project plans and specifications and determination that the Project is categorically exempt from environmental review pursuant to Section 15302 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 the contract and construction of the 2025 CIP Sewer Pipeline Replacement Project is exempt from environmental review in accordance with Section 15302 of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the 2025 CIP Sewer Pipeline Replacement Project plans and specifications and award a Public Works Construction Contract to Tryco General Engineering for an amount non-to-exceed $1,494,516.

RECOMMENDATION:

Staff recommends that the City Council determine approval of a Public Works Construction Contract and construction of the 2025 CIP Sewer Pipeline Replacement Project are categorically exempt from environmental review in accordance with Section 15302 of the State’s guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve the 2025 CIP Sewer Pipeline Replacement Project plans and specifications and award a Public Works Construction Contract to Tryco General Engineering for an amount not-to-exceed $1,494,516.

DISCUSSION:

The 2025 CIP Sewer Pipeline Replacement Project (Project) will rehabilitate wastewater collection pipelines at numerous locations throughout the City. The Project will employ cured-in-place pipe (CIPP) technology to reline approximately 4,793 linear feet of pipelines with diameters of eight-inch (8”) and six-inch (6"), and will replace approximately 3,893 linear feet of eight-inch (8”) and six-inch (6") diameter pipelines through conventional trenching methods. These pipelines have been selected for improvement based on maintenance history and closed-circuit television inspections. The Project will also remove and replace eighteen (18) sewer manholes to reduce inflow and infiltration throughout the sewer collection system.

In early June, staff prepared plans and specifications and advertised the Project for construction. On July 3, 2025, the City Clerk's office received eight (8) bids for the project. The Bid Opening report is attached to the report and summarized below:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. Tryco General Engineering, Rimforest, CA	$1,494,516
2. Aneen Construction, Inc., Riverside, CA	*$1,530,392
3. Borden Excavating, Calimesa, CA	$1,767,257
4. All Cities Engineering, Inc., Riverside, CA	$1,795,795
5. CEM Construction Corp., Montebello, CA	*$1,890,074
6. Dominguez General Engineering, Pomona, CA	$2,440,895
7. CCL Contracting, Inc., Escondido, CA	$2,748,220
8. Mike Prlich & Sons, Inc., Baldwin, CA	$2,754,102

* 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. The errors did affect the ranking. The City clerk's Bid Opening report listed Aneen Construction, Inc. as the apparent low bidder. However, after completing the bid analysis, it was found that Aneen Construction, Inc. made arithmetic errors in their bid. Therefore, based on the final tabulation, Tryco General Engineering was determined to be the lowest actual bidder.

Staff reviewed each bid and determined that Tryco General Engineering submitted the lowest responsive and responsible bid. Therefore, staff recommends City Council approval of a Public Works Construction Contract with Tryco General Engineering for an amount not-to-exceed $1,494,516, which is within the Project budget. It is anticipated that the Project will be completed within sixty (60) working days of the issuance of a Notice to Proceed.

This project is exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act since it replaces or reconstructs an existing utility system with 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:
Bryan Arellano, Assistant Engineer

Fiscal Impact

Fiscal Year:	FY 25/26
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	521910

Discussion:

There is no fiscal impact associated with this action. The FY 25/26 MUED budget includes sufficient funding for this project.

Attachments

A. Tryco Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. 2025 CIP Sewer Plan
F. 2025 CIP Sewer Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 2nd day of September, 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, a California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **2025 CIP SEWER PIPELINE REPLACEMENT PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2025 CIP SEWER PIPELINE REPLACEMENT PROJECT, Project No. 521040** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of One Million Four Hundred Ninety-Four Thousand Five Hundred Sixteen Dollars ($1,494,516) 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 & Engineering Department
2025 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521040

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 Tyco General Engineering (hereinafter designated as "Principal") have entered into an agreement dated September 2nd , 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2025 CIP Sewer Pipeline 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, The Gray Casualty & Surety Company as Surety, are held and firmly bound unto the City in the penal sum of One Million Four Hundred Ninety-Four Thousand Five Hundred Sixteen Dollars ($1,494,516) 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 September 2nd, 2025, and identified as **2025 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521040** 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 Million Four Hundred Ninety-Four Thousand Five Hundred Sixteen dollars ($1,494,516) 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 **3rd day of July 2025 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2025 CIP Sewer Pipeline Replacement Project. Project No. 521040.** 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	Bid Bond Included	Total Bid Amount
1	Aneen Construction Inc., Riverside, CA	Yes	Yes	$1,494,042.00
2	Tryco General Engineering, Rimforest, CA	Yes	Yes	$1,494,516.00
3	Borden Excavating, Calimesa, CA	Yes	Yes	$1,767,257.00
4	All Cities Engineering Inc., Riverside, CA	Yes	Yes	$1,795,795.00
5	CEM Construction Corp., Montebello, CA	Yes	Yes	$1,885,281.00
6	Dominguez General Engineering, Pomona, Ca	Yes	Yes	$2,440,895.00
7	CCL Contracting, Inc., Escondido, CA	Yes	Yes	$2,748,220.00
8	Mike Prlich & Sons, Inc., Baldwin Park, CA	Yes	Yes	$2,754,102.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Bryan Arellano, Goutam Dobey

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521040 Bid Date: July 3, 2025

2025 CIP Sewer Pipeline Replacement Project Estimated Start Date: September 15, 2025

Item No.	Bid Item	Qty	Unit	Tryco General Engineering		Aneen Construction, Inc.		Borden Excavating	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BID ITEMS									
1	Mobilization (Maximum 5% of Total Bid Price)	1	LS	$52,000.00	$52,000.00	$60,000.00	$60,000.00	$11,827.00	$11,827.00
2	Traffic Control & Permits	1	LS	$24,000.00	$24,000.00	$45,000.00	$45,000.00	$10,000.00	$10,000.00
3	Errosion Control Plan	1	LS	$6,800.00	$6,800.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00
4	Survey	1	LS	$6,000.00	$6,000.00	$10,000.00	$10,000.00	$7,500.00	$7,500.00
5	Remove and Replace with 8” SDR 35 PVC Pipe	3,126	LF	$182.00	$568,932.00	$170.00	$531,420.00	$205.00	$640,830.00
6	Remove and Replace 6” pipe with 8” SDR 35 PVC Pipe	582	LF	$160.00	$93,120.00	$170.00	$98,940.00	$225.00	$130,950.00
7	Reconnect Service Lateral	141	EA	$480.00	$67,680.00	$600.00	$84,600.00	$2,000.00	$282,000.00
8	CIPP 8” Pipe	4,793	LF	$58.00	$277,994.00	$64.00	$306,752.00	$75.00	$359,475.00
9	Reestablish Lateral Connections following CIPP	190	EA	$95.00	$18,050.00	$100.00	$19,000.00	$90.00	$17,100.00
10	Removal of Protruding Lateral for CIPP	2	EA	$2,300.00	$4,600.00	$2,590.00	$5,180.00	$2,500.00	$5,000.00
11	8” Spot Repair	185	LF	$480.00	$88,800.00	$500.00	$92,500.00	$275.00	$50,875.00
12	Remove Existing Cleanout	1	EA	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
13	Remove Existing Manhole	15	EA	$3,900.00	$58,500.00	$3,000.00	$45,000.00	$1,500.00	$22,500.00
14	Construct 48” Manhole	18	EA	$7,280.00	$131,040.00	$8,500.00	$153,000.00	$8,500.00	$153,000.00
15	Flow Bypass	1	LS	$25,000.00	$25,000.00	$6,000.00	$6,000.00	$5,500.00	$5,500.00
16	Testing of CIPP Liner	4	EA	$750.00	$3,000.00	$850.00	$3,400.00	$800.00	$3,200.00
17	Demobilization	1	LS	$6,000.00	$6,000.00	$3,100.00	$3,100.00	$5,000.00	$5,000.00
18	Unforeseen work not covered within all other bid items	1	LS	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
	Additions/Deductions								
			Total Bid		**$1,494,516.00**		**$1,530,392.00**		**$1,767,257.00**
						Arithmetic error in the total bid. Total has been corrected based on item unit price.			

	Tryco General Engineering	Aneen Construction, Inc.	Borden Excavating
License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	The Gray Casualty & Surety Company	The Gray Casualty & Surety Company	U.S. Specialty Insurance Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	Yes	No

Low Bidders 1, 2, 3

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521040 Bid Date: July 3, 2025

2025 CIP Sewer Pipeline Replacement Project Estimated Start Date: September 15, 2025

Item No.	Bid Item	Qty	Unit	All Cities Engineering, Inc.		CEM Construction Corp		Dominguez General Engineering, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BID ITEMS									
1	Mobilization (Maximum 5% of Total Bid Price)	1	LS	$60,000.00	$60,000.00	$90,000.00	$90,000.00	$60,000.00	$60,000.00
2	Traffic Control & Permits	1	LS	$30,000.00	$30,000.00	$37,000.00	$37,000.00	$25,000.00	$25,000.00
3	Errosion Control Plan	1	LS	$20,000.00	$20,000.00	$8,500.00	$8,500.00	$10,000.00	$10,000.00
4	Survey	1	LS	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$30,000.00	$30,000.00
5	Remove and Replace with 8” SDR 35 PVC Pipe	3,126	LF	$200.00	$625,200.00	$190.00	$593,940.00	$335.00	$1,047,210.00
6	Remove and Replace 6” pipe with 8” SDR 35 PVC Pipe	582	LF	$200.00	$116,400.00	$185.00	$107,670.00	$350.00	$203,700.00
7	Reconnect Service Lateral	141	EA	$600.00	$84,600.00	$1,250.00	$176,250.00	$1,800.00	$253,800.00
8	CIPP 8” Pipe	4,793	LF	$65.00	$311,545.00	$65.50	$313,941.50	$70.00	$335,510.00
9	Reestablish Lateral Connections following CIPP	190	EA	$100.00	$19,000.00	$97.75	$18,572.50	$110.00	$20,900.00
10	Removal of Protruding Lateral for CIPP	2	EA	$3,000.00	$6,000.00	$2,600.00	$5,200.00	$3,500.00	$7,000.00
11	8” Spot Repair	185	LF	$750.00	$138,750.00	$550.00	$101,750.00	$615.00	$113,775.00
12	Remove Existing Cleanout	1	EA	$4,000.00	$4,000.00	$1,250.00	$1,250.00	$3,000.00	$3,000.00
13	Remove Existing Manhole	15	EA	$5,500.00	$82,500.00	$5,000.00	$75,000.00	$3,000.00	$45,000.00
14	Construct 48” Manhole	18	EA	$8,500.00	$153,000.00	$12,500.00	$225,000.00	$10,000.00	$180,000.00
15	Flow Bypass	1	LS	$50,000.00	$50,000.00	$47,500.00	$47,500.00	$20,000.00	$20,000.00
16	Testing of CIPP Liner	4	EA	$1,200.00	$4,800.00	$875.00	$3,500.00	$1,500.00	$6,000.00
17	Demobilization	1	LS	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$20,000.00	$20,000.00
18	Unforeseen work not covered within all other bid items	1	LS	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
	Additions/Deductions								
			Total Bid		**$1,795,795.00**		**$1,890,074.00**		**$2,440,895.00**

Arithmetic error in the total bid. Total has been corrected based on item unit price.

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Nationwide Mutual Insurance Company	U.S. Specialty Insurance Company	Old Republic Surely Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	Yes	No

Low Bidders 4, 5, 6

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521040 Bid Date: July 3, 2025
2025 CIP Sewer Pipeline Replacement Project Estimated Start Date: September 15, 2025

Item No.	Bid Item	Qty	Unit	CCL Contracting, Inc.		Mike Prlich & Sons, Inc.			
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BID ITEMS									
1	Mobilization (Maximum 5% of Total Bid Price)	1	LS	$120,000.00	$120,000.00	$111,000.00	$111,000.00		
2	Traffic Control & Permits	1	LS	$26,000.00	$26,000.00	$25,000.00	$25,000.00		
3	Errosion Control Plan	1	LS	$5,750.00	$5,750.00	$2,500.00	$2,500.00		
4	Survey	1	LS	$57,000.00	$57,000.00	$15,000.00	$15,000.00		
5	Remove and Replace with 8” SDR 35 PVC Pipe	3,126	LF	$448.00	$1,400,448.00	$500.00	$1,563,000.00		
6	Remove and Replace 6” pipe with 8” SDR 35 PVC Pipe	582	LF	$372.00	$216,504.00	$500.00	$291,000.00		
7	Reconnect Service Lateral	141	EA	$1,198.00	$168,918.00	$500.00	$70,500.00		
8	CIPP 8” Pipe	4,793	LF	$65.00	$311,545.00	$54.00	$258,822.00		
9	Reestablish Lateral Connections following CIPP	190	EA	$95.00	$18,050.00	$37.00	$7,030.00		
10	Removal of Protruding Lateral for CIPP	2	EA	$2,500.00	$5,000.00	$550.00	$1,100.00		
11	8” Spot Repair	185	LF	$762.00	$140,970.00	$950.00	$175,750.00		
12	Remove Existing Cleanout	1	EA	$460.00	$460.00	$900.00	$900.00		
13	Remove Existing Manhole	15	EA	$1,265.00	$18,975.00	$1,300.00	$19,500.00		
14	Construct 48” Manhole	18	EA	$6,800.00	$122,400.00	$7,500.00	$135,000.00		
15	Flow Bypass	1	LS	$61,000.00	$61,000.00	$10,000.00	$10,000.00		
16	Testing of CIPP Liner	4	EA	$1,300.00	$5,200.00	$750.00	$3,000.00		
17	Demobilization	1	LS	$10,000.00	$10,000.00	$5,000.00	$5,000.00		
18	Unforeseen work not covered within all other bid items	1	LS	$60,000.00	$60,000.00	$60,000.00	$60,000.00		
	Additions/Deductions								
			Total Bid		**$2,748,220.00**		**$2,754,102.00**		

License Status	Active	Active	
Sub's License Status	Active	Active	
Bid Bond Company	Liberty Mutual Insurance Company	Harold Fire Insurance Company	
Submitted Entire Bid Package	Yes	Yes	
Submitted Sub's Qualification Statement	Yes	Yes	
DIR Status	Active	Active	
Error in Bid	No	No	



2025 CIP SEWER PIPELINE REPLACEMENT PROJECT LOCATION MAP

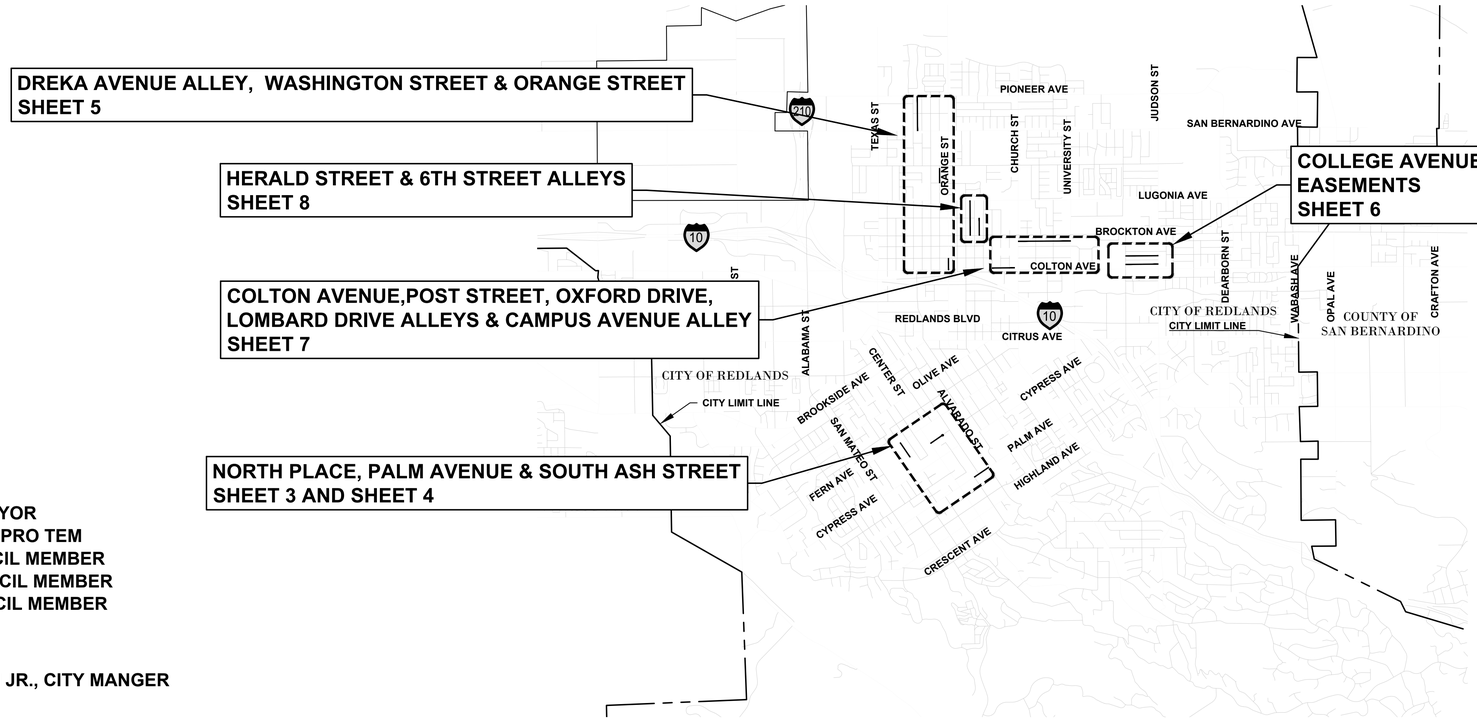
Sewer CIP FY 25/26

CONSTRUCTION PLANS FOR
CITY OF REDLANDS

2025 CIP SEWER PIPELINE REPLACEMENT PROJECT

PROJECT No.521040

JUNE 2025



VICINITY MAP
NTS

NORTH

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	GENERAL NOTES, CONSTRUCTION NOTES, SYMBOL LEGEND, & DETAILS
3	PALM AVENUE & SOUTH ASH STREET
4	NORTH PLACE
5	DREKA AVENUE ALLEY, WASHINGTON STREET & ORANGE STREET
6	COLLEGE AVENUE & CLOCK AVENUE EASEMENTS
7	COLTON AVENUE, POST STREET, OXFORD DRIVE, LOMBARD DRIVE ALLEYS & CAMPUS AVENUE ALLEY
8	HERALD STREET & 6TH STREET ALLEY

CITY COUNCIL:

MARIO SAUCEDO, MAYOR
MARC SHAW, MAYOR PRO TEM
PAUL BARICH, COUNCIL MEMBER
EDDIE TEJADA, COUNCIL MEMBER
DENISE DAVIS, COUNCIL MEMBER

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANGER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

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

2025 CIP SEWER PIPELINE REPLACEMENT
PROJECT No. 521040

TITLE SHEET & VICINITY MAP

Designed by: BA
Date: 06/2025
Checked by: GKD
Date: 06/2025
Drawn by: BA
Date: 06/2025
Checked by: GN
Date: 06/2025

Reviewed By: 6/10/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 6/10/2025
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 8 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1883

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2025 CIP Sewer Pipeline Replacement Project\6 DESIGN\F-1883 2025 SEWER PLAN Final_1_20732_a8ce801.vsd.dwg

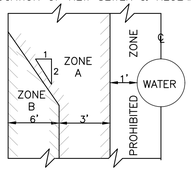
GENERAL NOTES:

1. NO PIPE JOINTS SHALL BE PERMITTED WITHIN ZONE D AND ZONE C. IF THAT CANNOT BE ACCOMPLISHED, THE NEW LINE SHALL BE ENCASED FOR THE FULL LENGTH OF THE RESPECTIVE ZONE.
2. NEW SEWER FORCE MAINS SHALL NOT BE PERMITTED IN ZONES A THROUGH D.
3. THE MATERIALS OF NEW LINES AT CROSSINGS SHALL BE CONSISTENT WITH OTHER NEW MATERIALS I.E., STEEL ON A STEEL LINE.
4. THESE CONSTRUCTION CRITERIA APPLY TO HOUSE SEWER LATERALS THAT CROSS ABOVE A WATER MAIN, BUT NOT TO THOSE THAT CROSS BELOW A WATER LINE.

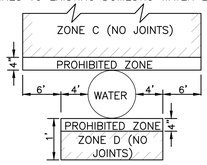
BASIC SEPARATION STANDARDS

1. PARALLEL CONSTRUCTION: THE HORIZONTAL DISTANCE BETWEEN DOMESTIC WATER AND RECLAIMED WATER LINES AND SEWER LINES SHALL BE AT LEAST 10 FEET, OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. PERPENDICULAR CONSTRUCTION (CROSSING): WATER LINES SHALL BE AT LEAST ONE FOOT ABOVE SEWER AND RECLAIMED WATER LINES WHERE THESE LINES MUST CROSS.
3. SPECIAL PROVISIONS: WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ALTERNATIVE CONSTRUCTION CRITERIA ARE SHOWN BELOW:

SITUATION:
LOCATION OF NEW SEWER & RECLAIMED WATER LINES TO EXISTING DOMESTIC WATER LINE.



PARALLEL CONSTRUCTION



PERPENDICULAR CROSSING

IF ANY SEWER OR RECLAIMED WATER PIPELINES ARE TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	SEWER	RECLAIMED WATER
A.	DO NOT LOCATE ANY PARALLEL SEWER OR RECLAIMED WATER LINES IN THIS AREA WITHOUT A STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.	
B.	USE V.C.P., CLASS 200 PVC, OR D.I.P. WITH COMPRESSION JOINTS.	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
C.	USE D.I.P. WITH MECHANICAL JOINTS OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
D.	USE D.I.P. OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900

WATER AND SEWER SEPARATION STANDARDS

(MINIMUM REQUIREMENTS AS ESTABLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES)

GENERAL NOTES

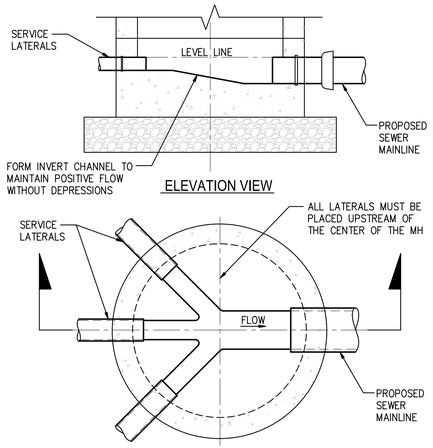
1. SEWER INSTALLATION IS TO BE IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS AND DETAIL DRAWINGS OF THE CITY OF REDLANDS LATEST REVISION THEREOF. IF ANY CONFLICTS ARISE SEE SECTION 2–5.2 OF THE GENERAL CONDITIONS.
2. ALL SEWER PIPE ELEVATIONS GIVEN REFER TO THE FLOWLINE INVERT ELEVATIONS.
3. PVC SEWER IS NOT PERMITTED ON ANY HORIZONTAL OR VERTICAL CURVE AND MUST BE LAID STRAIGHT BETWEEN STRUCTURES.
4. SEWER LATERALS SHALL BE CLEARLY MARKED WITH A 3–INCH TALL "S" CHISELED OR STAMPED IN THE CURB FACE.
5. REQUIRED SEPARATION OF THE WATER AND SEWER MAINS AND LATERALS SHALL BE STRICTLY ADHERED TO. INSTALLATION SHALL COMPLY WITH THE STATE DEPARTMENT OF HEALTH REGULATIONS AND THE DETAIL PROVIDED ON THIS SHEET.
6. SEWER LATERAL LOCATIONS SHALL NOT BE CHANGED MORE THAN 3 FEET (HORIZONTAL) WITHOUT AUTHORIZATION FROM THE CITY.
7. A MANDREL TEST SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR IN ACCORDANCE WITH THE CITY OF REDLANDS SANITARY SEWER SYSTEMS STANDARD SPECIFICATIONS. THE MANDREL, SHALL BE SUPPLIED BY THE CONTRACTOR, APPROVED BY THE CITY OF REDLANDS AND SHALL BE PULLED THROUGH THE PIPE BY HAND.
8. PRIOR TO PAVING OF STREETS OVER A NEW SEWER MAIN, ALL COMPACTION TESTS, AIR TESTS, MANDREL TESTS SHALL BE COMPLETED AND APPROVED BY THE CITY AND A COMPLETE SET OF AS–BUILT DRAWINGS SUBMITTED TO THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF THE AS–BUILT DRAWINGS.
9. MANHOLE RIM ELEVATIONS INDICATED HEREON ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL RIMS TO FINAL FINISH GRADE, IN COORDINATION WITH STREET IMPROVEMENTS.
10. CLEAN, HAUL, DISPOSE OF EXISTING PIPES, APPURTENANCES, MANHOLES PER SPECIFICATIONS. CONTRACTOR RESPONSIBLE FOR ALL APPLICABLE REGULATIONS AND WORKER SAFETY.
11. AFTER SEWER CONSTRUCTION IS SUBSTANTIALLY COMPLETE, BUT PRIOR TO FINAL APPROVAL, CONTRACTOR SHALL PROVIDE AN INTERNAL DIGITAL VIDEO RECORDING OF THE ENTIRE PIPE REACHES INSTALLED IN ACCORDANCE WITH SECTION 500–1.1.5.
12. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS AND SHALL PAY ALL COSTS TO RE–ESTABLISH ANY MONUMENTS DESTROYED OR DISTURBED DURING THE COURSE OF CONSTRUCTION. ALL WORK SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF CALIFORNIA AND PER SPECIFICATIONS.
13. ALL STATIONING IS BASED ON THE CENTERLINE OF THE STREET, UNLESS OTHERWISE INDICATED.
14. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE SEWER LINE & LATERALS, CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING. ADDITIONAL LATERALS NOT EXPLICITLY DEPICTED ON THE PLAN MAY EXIST. EXERCISE CAUTION AND THOROUGH INSPECTION DURING ON–SITE VERIFICATION TO ACCOUNT FOR ANY ADDITIONAL LATERALS.
15. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING UTILITIES, THE CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR. IF APPROVAL IS NOT OBTAINED, ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14 DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE OR AN APPROVED BACKFILL MATERIAL SHALL BE INSTALLED WITHIN THE TRENCH TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.
16. BACKFILL UNDER ALL WATERLINES, IRRIGATION LINES OR STORM DRAINS CROSSING THE NEW PIPE TRENCH TO WITHIN ONE FOOT OF THE EXPOSED LINE. BACKFILL THE REMAINDER OF THE TRENCH BENEATH THE LINE AND TO ITS SPRINGLINE, OR 12 INCHES ABOVE THE INVERT FOR STORM DRAIN CHANNELS, WITH 1–1/2 SACK CONCRETE SLURRY.
17. ANY LATERALS INSTALLED INTO A TERMINUS MH SHALL BE INSTALLED PER DETAIL ON THIS SHEET
18. PROTRUDING LATERALS SHALL BE TRIMMED FLUSH WITH THE INSIDE OF THE MAIN SEWER WALL PRIOR TO INSTALLATION OF THE CIPP. TRIMMING SHALL NOT CAUSE DAMAGE TO THE LATERAL OR SERVICE BEYOND THE INSIDE FACE OF THE MAIN SEWER. ADDITIONAL LATERALS NOT EXPLICITLY DEPICTED ON THE PLAN MAY EXIST. EXERCISE CAUTION AND THOROUGH INSPECTION DURING ON–SITE VERIFICATION TO ACCOUNT FOR ANY ADDITIONAL LATERALS.

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

ENGINEER'S NOTICE TO CONTRACTOR

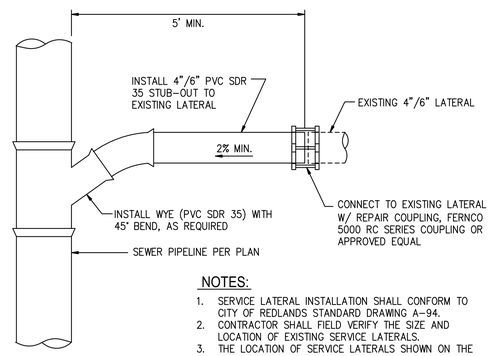
THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY



TERMINUS MH WITH LATERALS DETAIL 1/2

NOT TO SCALE



NOTES:

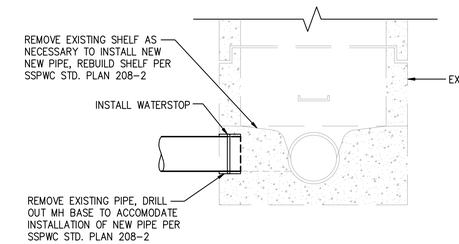
1. SERVICE LATERAL INSTALLATION SHALL CONFORM TO CITY OF REDLANDS STANDARD DRAWING A–94.
2. CONTRACTOR SHALL FIELD VERIFY THE SIZE AND LOCATION OF EXISTING SERVICE LATERALS.
3. THE LOCATION OF SERVICE LATERALS SHOWN ON THE PLAN ARE FOR REFERENCE ONLY.
4. ALL SERVICE LATERALS, SHOWN ON THE PLANS OR NOT, SHALL BE REINSTALLED UNLESS OTHERWISE DIRECTED BY THE CITY.

SERVICE LATERAL CONNECTION DETAIL 2/2

NOT TO SCALE

CONSTRUCTION NOTES — QUANTITIES

1	REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE	3,126 LF
2	REMOVE EXISTING 6" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE	582 LF
3	RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2	141 EA
4	INSTALL CURED–IN–PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE	4793 LF
5	RE–ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP	190 EA
6	REMOVAL OF PROTRUDING LATERAL FOR CURED–IN–PLACE PIPE (CIPP)	2 EA
7	PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2	PER PLAN
8	COMPLETE 8" SPOT REPAIR PER DETAIL 4 ON SHEET 2	185 LF
9	REMOVE EXISTING MANHOLE	15 EA
10	CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A–101	18 EA
11	REMOVE EXISTING CLEANOUT	1 EA

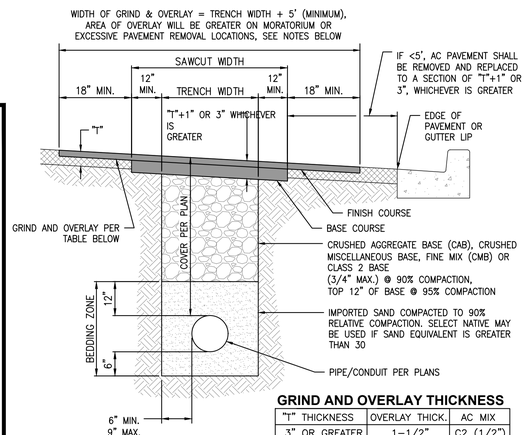


NOTES:

1. ORIENTATION OF INLET/OUTLET MAY VARY FROM WHAT IS SHOWN.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING MAHNOLE, PIPES, BASE OR SHELF.

EXISTING MANHOLE CONNECTION DETAIL 3/2

NOT TO SCALE



GRIND AND OVERLAY THICKNESS

"T" THICKNESS	OVERLAY THICK.	AC MIX
3" OR GREATER	1–1/2"	C2 (1/2")
2" TO <3"	1"	D1 (3/8")
<2"	NONE	N/A

NOTES

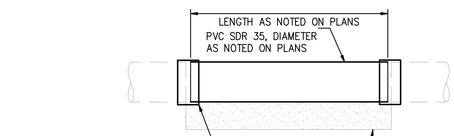
1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

TYPICAL TRENCH, BEDDING & SURFACE RESTORATION DETAIL 5/2

NOT TO SCALE

TRENCH REPAIR GENERAL NOTES

1. ALL PAVEMENT REPAIR WORK SHALL CONFORM TO THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, 2021 GREENBOOK AND ANY ADDITIONAL REQUIREMENTS LISTED WITHIN THE PLANS OR PERMIT.
2. ALL TRENCH ACTIVITY SHALL BE REPAIRED WITH A T–CUT REPAIR AS SHOWN ON STD. DWG. NUMBER 191. A BUTT JOINT TRENCH REPAIR, PER STD. DWG. NUMBER 192, SHALL ONLY BE USED WHEN APPROVED IN WRITING BY THE CITY ENGINEER.
3. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
4. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
5. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
6. PRIOR TO THE PAVEMENT REPAIR, SAWCUT A CLEAN, STRAIGHT, VERTICAL FACE AT 12" MINIMUM BEYOND THE EDGE OF THE REQUIRED TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAWCUTTING SHALL BE CAPTURED AND DISPOSED OF ACCORDINGLY.
7. A MINIMUM OF 2" OF TEMPORARY ASPHALT PAVEMENT SHALL BE INSTALLED WITHIN THE TRENCH AREA. TEMPORARY PAVING SHALL BE FLUSH WITH SURROUNDING GRADE AND MAINTAINED UNTIL PERMANENT ASPHALT IS INSTALLED.
8. BASE COURSE SHALL BE "B PG 64–10" SHALL BE COMPLETED IN LIFTS BETWEEN 2" AND 3" AND COMPACTED TO 95% RELATIVE COMPACTION.
9. FINISH COURSE SHALL BE "C2 PG 64–10" OR "D1 PG 64–10" (1/2" OR 3/8"), DEPENDING ON OVERLAY THICKNESS, PER STD. DWG. 191 AND COMPACTED TO 95% RELATIVE COMPACTION.
10. BASE PAVEMENT SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE AND GRINDED DOWN TO THE THICKNESS OF THE OVERLAY WHEN THE FINISH COURSE OVERLAY IS INSTALLED.
11. A MINIMUM OF 72 HOURS SHALL PASS BETWEEN THE INSTALLATION OF THE BASE COURSE TO THE INSTALLATION OF THE FINISH COURSE. NOTIFY THE INSPECTOR AT THE START OF THE 72 HOURS TO ALLOW TIME FOR INSPECTION PRIOR TO THE INSTALLATION OF THE FINISH COURSE.
12. APPLY A TACK COAT TO ALL VERTICAL EDGES AND SURFACES TO BE CAPPED.
13. APPLY A SEAL COAT AND #30 SILICA SAND TO FINISHED EDGES USING SS1H ASPHALT EMULSION.
14. ALL PAVEMENT REPAIR SHALL BE COMPLETED WITH LIKE MATERIALS, I.E. ARHM SHALL BE REPLACED WITH ARHM.
15. TRAFFIC CONTROL SHALL REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT DAMAGING THE FINISHED SURFACE. ANY TRACKING SHALL BE CORRECTED BY THE CONTRACTOR IN CONFORMANCE WITH THE REDBOOK.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE REMOVED BY THE CONTRACTOR OR PERMIT HOLDER IN ACCORDANCE WITH SECTION 3.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.



NOTES:

1. ADJUST CONNECTION TO MINIMIZE OFFSET AT PIPE FLOWLINE CONNECTION.
2. NEOPRENE REDUCER BUSHING MAY BE REQUIRED TO MINIMIZE OFFSET AT CONNECTION POINT.
3. NO CONNECTION WILL BE ALLOWED AT BELL END OF VCP, CUT BELL OFF VCP PRIOR TO MAKING CONNECTION.
4. CONTRACTOR SHALL ENSURE ALL DAMAGED AREAS OF PIPE ARE REMOVED AND REPLACED WITHIN DISTANCE SPECIFIED ON PLANS.
5. IF ADDITIONAL REPAIR DISTANCE IS REQUIRED ABOVE WHAT IS SHOWN ON PLANS, NOTIFY CITY PRIOR TO COMPLETING WORK.

TYPICAL SPOT REPAIR DETAIL 4/2

NOT TO SCALE

SYMBOL LEGEND

- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL
- ROADWAY CENTERLINE
- PROPERTY – R/W LINE
- EXISTING CURB & GUTTER
- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- 1234 — STREET ADDRESS
- F34 34 — MANHOLE IDENTIFICATION #
- DETAIL 1/– SCALE — DETAIL NUMBER, "SHOWN ON" SHEET NUMBER

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2025 CIP SEWER PIPELINE REPLACEMENT PROJECT No. 521040

GENERAL NOTES, CONSTRUCTION NOTES, SYMBOL LEGEND AND DETAILS

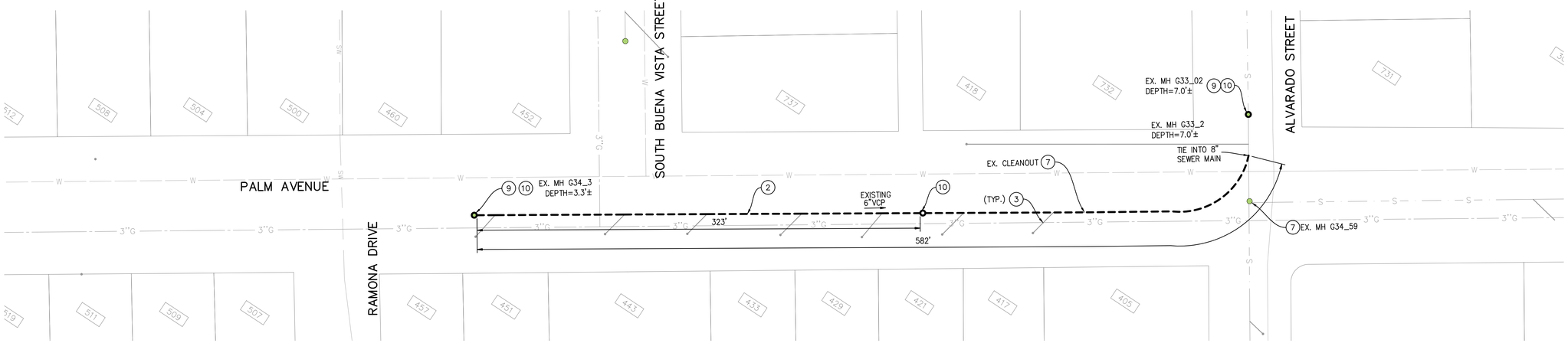
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Checked by: GKD — Date: 06/2025
Drawn by: BA — Date: 06/2025
Checked by: GN — Date: 06/2025

Reviewed By: Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 6/10/2025 Date
Approved By: Goutam K Dobey, City Engineer, R.C.E. 75646 — 6/10/2025 Date

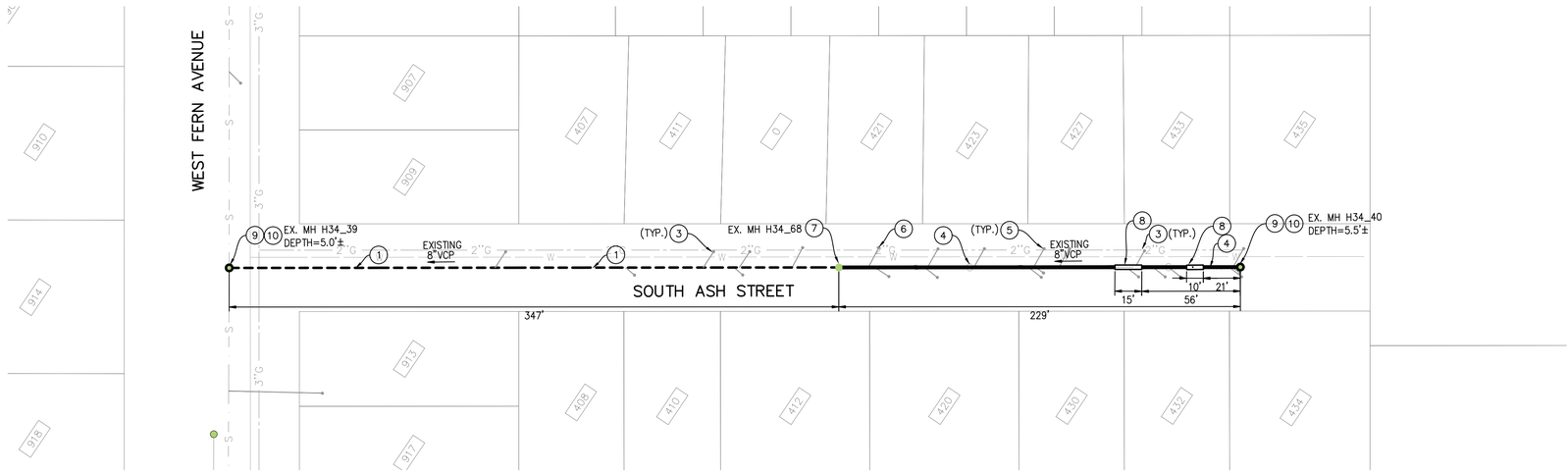
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F-1883

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PALM AVENUE
SCALE: 1"=40'



SOUTH ASH STREET
SCALE: 1"=40'

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
2. REMOVE EXISTING 6" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
3. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
4. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
5. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
6. REMOVAL OF PROTRUDING LATERAL FOR CURED-IN-PLACE PIPE (CIPP)
7. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
8. COMPLETE 8" SPOT REPAIR PER DETAIL 4 ON SHEET 2
9. REMOVE EXISTING MANHOLE
10. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

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LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

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

2025 CIP SEWER PIPELINE REPLACEMENT
PROJECT No. 521040

PALM AVENUE & SOUTH ASH STREET

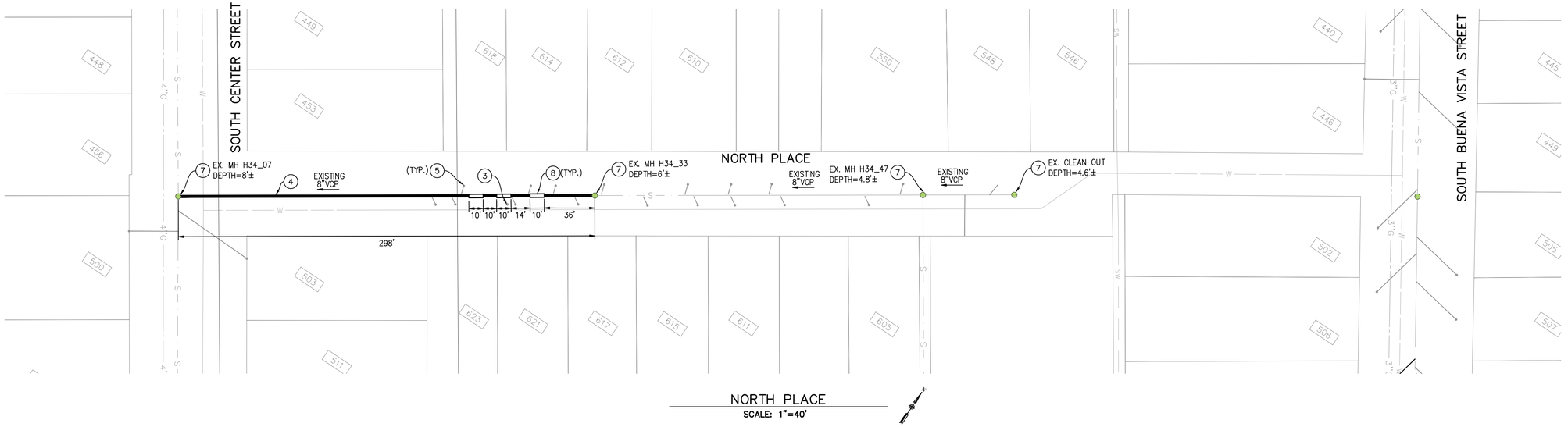
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Approved By: Goutam K Dobey, City Engineer, R.C.E. 75646 — 6/10/2025 Date

Sheet 3 of 8 Sheets
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NORTH PLACE
SCALE: 1"=40'

CONSTRUCTION NOTES

(3) RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2

(4) INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE

(5) RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP

(7) PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2

(8) COMPLETE 8" SPOT REPAIR PER DETAIL 4 ON SHEET 2

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

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LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
No. C93200
CIVIL
STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2025 CIP SEWER PIPELINE REPLACEMENT
PROJECT No. 521040

NORTH PLACE

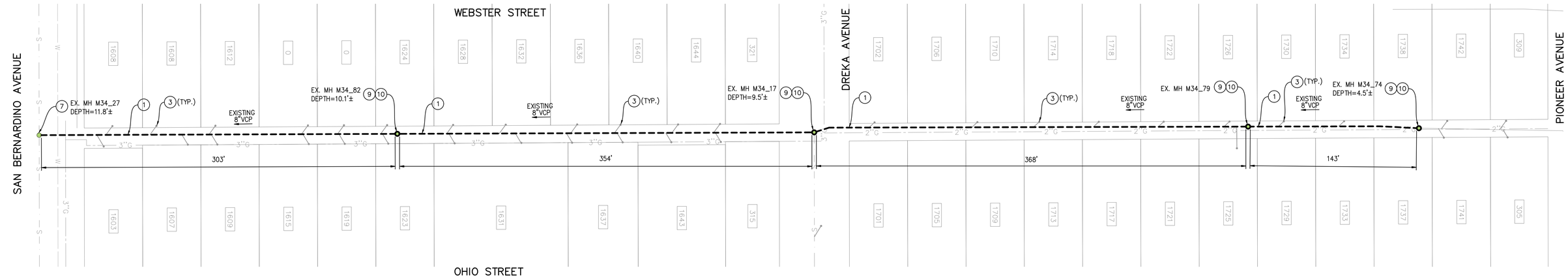
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Reviewed By: 6/10/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 6/10/2025
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

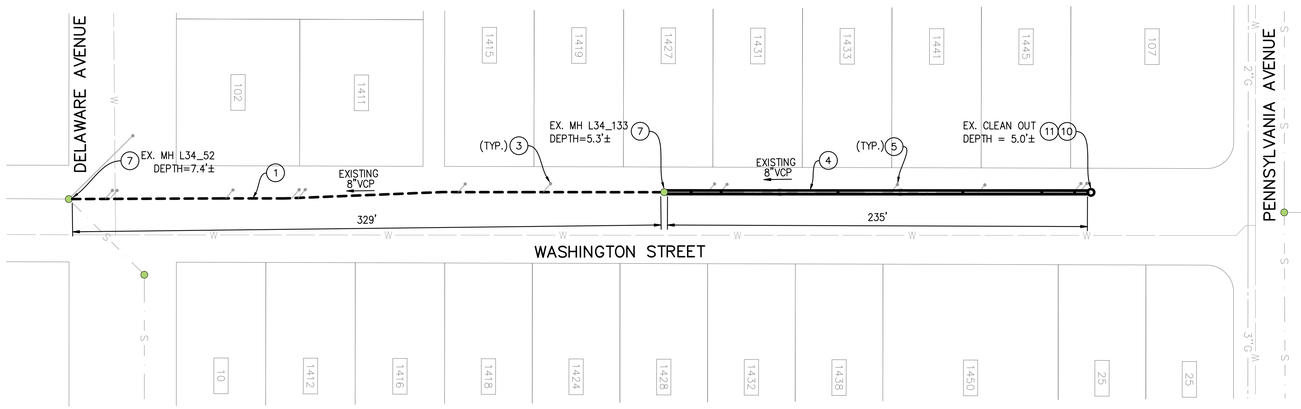
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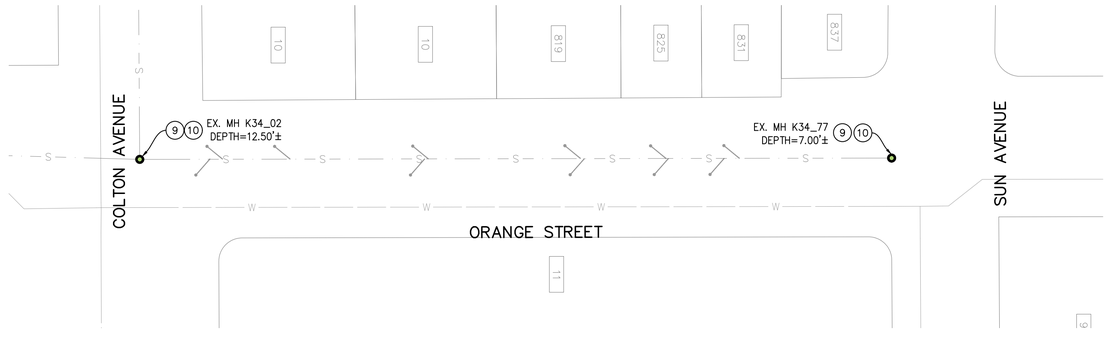
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DREKA AVENUE ALLEY
SCALE: 1"=40'



WASHINGTON STREET
SCALE: 1"=40'



ORANGE STREET
SCALE: 1"=40'

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
3. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
4. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
5. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
7. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
9. REMOVE EXISTING MANHOLE
10. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101
11. REMOVE EXISTING CLEANOUT

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

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NONE REFERENCED

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No. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2025 CIP SEWER PIPELINE REPLACEMENT PROJECT No. 521040

DREKA AVENUE ALLEY, WASHINGTON STREET & ORANGE STREET

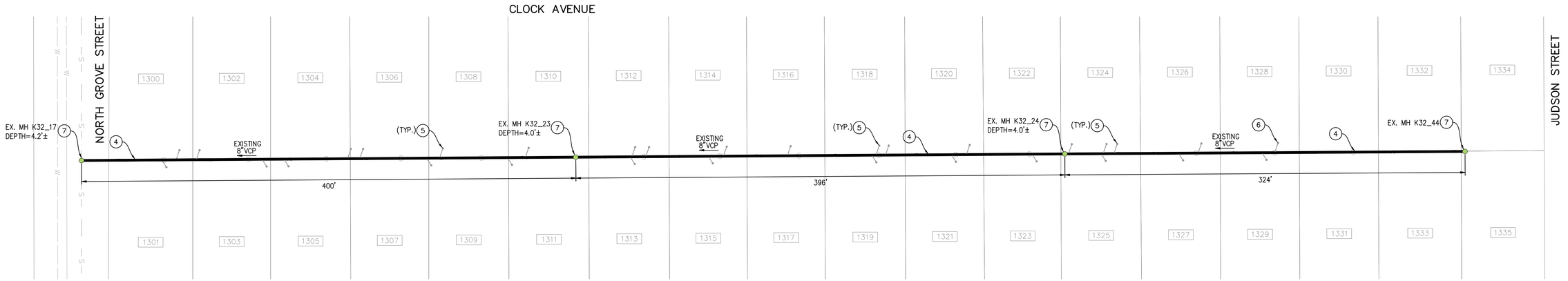
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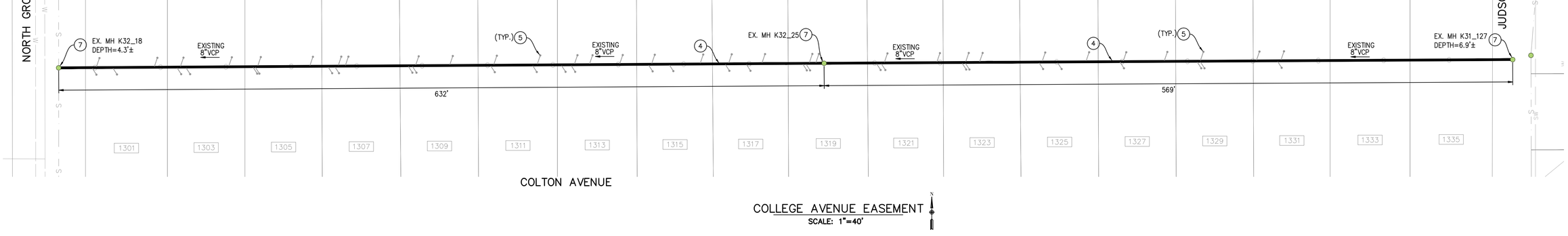
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CLOCK AVENUE EASEMENT
SCALE: 1"=40'



COLLEGE AVENUE EASEMENT
SCALE: 1"=40'

CONSTRUCTION NOTES

(4) INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE

(5) RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP

(6) REMOVAL OF PROTRUDING LATERAL FOR CURED-IN-PLACE PIPE (CIPP)

(7) PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
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Municipal Utilities and Engineering Department

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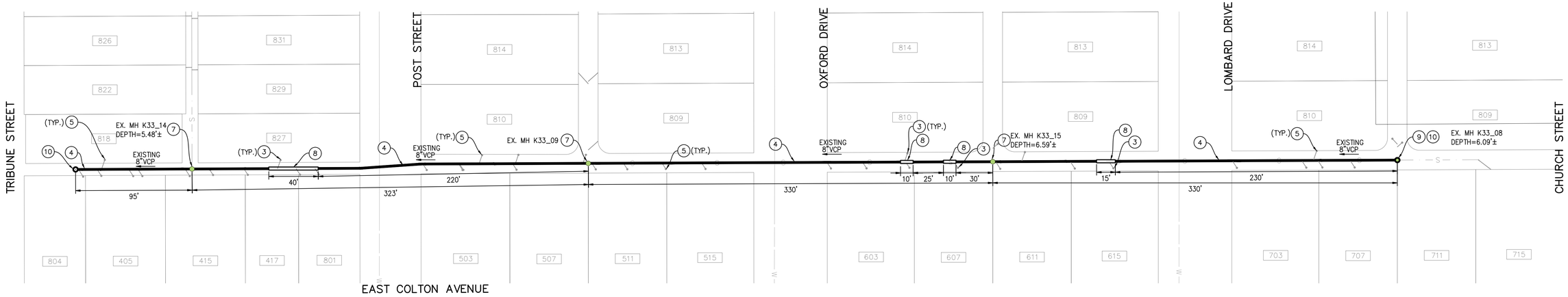
COLLEGE AVENUE AND CLOCK AVENUE EASEMENT

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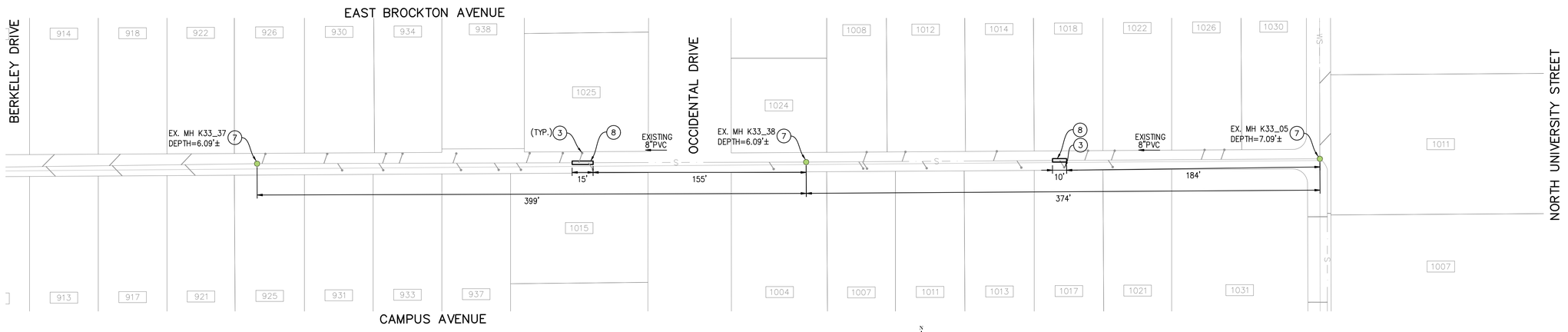
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COLTON AVENUE/POST STREET/OXFORD DRIVE/LOMBARD DRIVE ALLEYS
SCALE: 1"=40'



CAMPUS AVENUE ALLEY
SCALE: 1"=40'

CONSTRUCTION NOTES

(3) RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
(4) INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
(5) RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
(7) PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
(8) COMPLETE 8" SPOT REPAIR PER DETAIL 4 ON SHEET 2
(9) REMOVE EXISTING MANHOLE
(10) CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
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.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

BENCHMARK

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

2025 CIP SEWER PIPELINE REPLACEMENT PROJECT No. 521040

COLTON AVENUE, POST STREET, OXFORD DRIVE, LOMBARD DRIVE ALLEY & CAMPUS AVENUE ALLEY

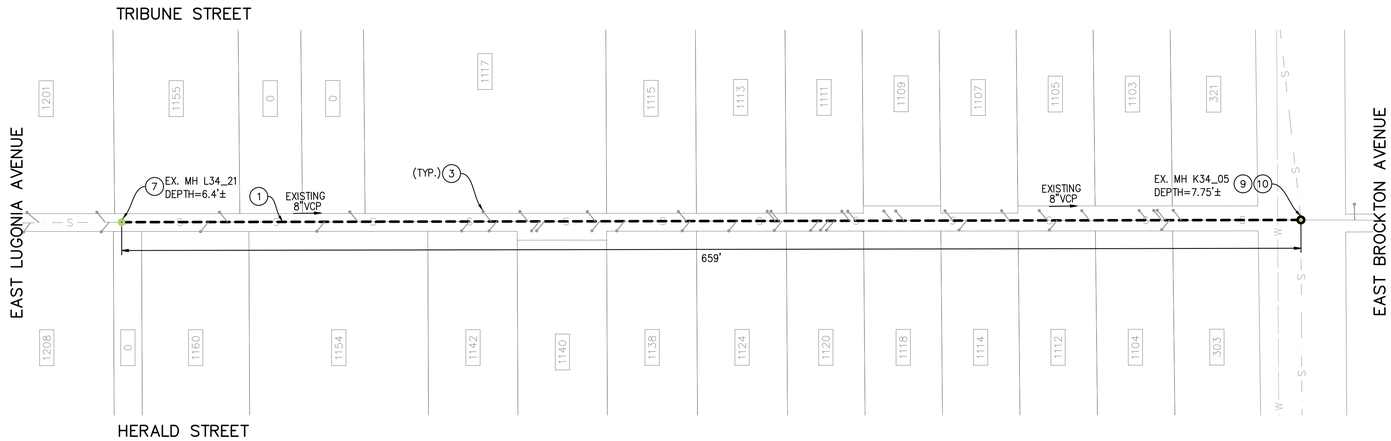
Designed by: BA
Date: 06/2025
Checked by: GKD
Date: 06/2025
Drawn by: BA
Date: 06/2025
Checked by: GN
Date: 06/2025

Reviewed By: 6/10/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 6/10/2025
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

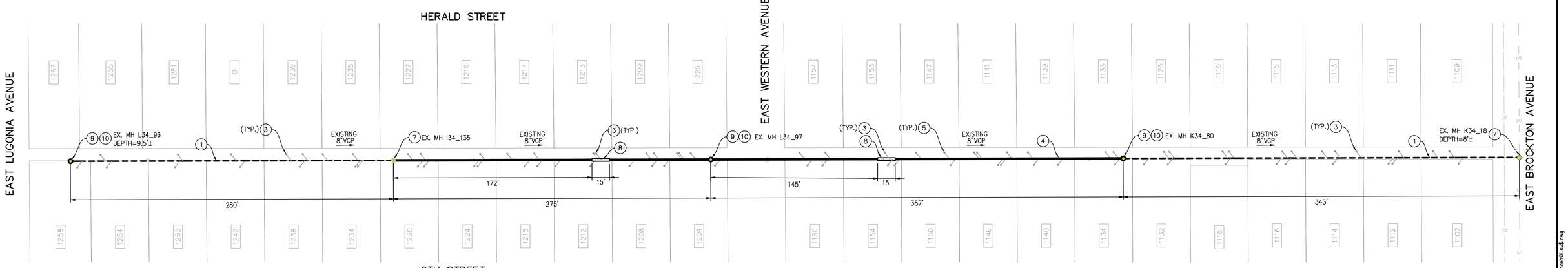
Sheet 7 of 8 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

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HERALD STREET ALLEY
SCALE: 1"=40'



6TH STREET

6TH STREET ALLEY
SCALE: 1"=40'

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
3. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
4. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
5. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
7. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
8. COMPLETE 8" SPOT REPAIR PER DETAIL 4 ON SHEET 2
9. REMOVE EXISTING MANHOLE
10. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

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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

2025 CIP SEWER PIPELINE REPLACEMENT
PROJECT No. 521040

HERALD STREET ALLEY & 6TH STREET ALLEY

Designed by: BA
Date: 06/2025
Checked by: GKD
Date: 06/2025
Drawn by: BA
Date: 06/2025
Checked by: GN
Date: 06/2025

Reviewed By: 6/10/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 6/10/2025
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 8 of 8 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

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CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2025 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521040

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

JUNE 2025

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2025 CIP SEWER PIPELINE REPLACEMENT PROJECT PROJECT NO. 521040

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 Tejada, Councilmember
Denise Davis, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

JUNE 2025

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2025 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521040

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NOTICE INVITING SEALED PROPOSALS (NIB)

For
2025 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT No. 521040

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 **July 3, 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: 2025 CIP SEWER PIPELINE REPLACEMENT PROJECT,** PROJECT No. 521040**.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A" or "Class C-34" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Bryan Arellano, Project Manager, at 909-798-7584 Ext 8. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson, City Clerk,
City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
2025 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521040

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: 2025 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521040

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
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   - 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

2025 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521040

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Bid Price)	LUMP SUM	N/A	$_____
2	Traffic Control	LUMP SUM	N/A	$_____
3	Erosion Control Plan	LUMP SUM	N/A	$_____
4	Survey	LUMP SUM	N/A	$_____
5	Remove and Replace with 8" SDR 35 PVC Pipe	3 126 LF	$_____/LF	$_____
6	Remove and Replace 6" pipe with 8" SDR 35 PVC Pipe	582 LF	$_____/LF	$_____
7	Reconnect Service Lateral	141 A	$_____/ A	$_____
8	CIPP 8" Pipe	4 793 LF	$_____/LF	$_____
9	Reestablish Lateral Connections following CIPP	190 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
10	Removal of Protruding Lateral for CIPP	2 EA	$_____/EA	$_____
11	8" Spot Repair	185	$_____/	$_____
12	Remove Existing Cleanout	1 EA	$_____/EA	$_____
13	Remove Existing Manhole	15 EA	$_____/EA	$_____
14	Construct 48" Manhole	18 EA	$_____/EA	$_____
15	Flow Bypass	LUMP SUM	N/A	$_____
16	Testing of CIPP Liner	4 EA	$_____/EA	$_____
17	Demobilization	LUMP SUM	N/A	$_____
18	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$ 60,000.00
			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 PROJECT NO. 521040.

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. 521040 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. 521040, 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. 521040 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: ( ) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: ( ) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: ( ) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 20__, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **2025 CIP SEWER PIPELINE REPLACEMENT PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2025 CIP SEWER PIPELINE REPLACEMENT PROJECT, Project No. 521040** (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.

. **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 & Engineering Department
2025 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521040

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 **2025 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521040** 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.

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE -- GENERAL

1. COORDINATION OF WORK

The Contractor shall submit the construction schedule in accordance with Section 03121 of these specifications.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Contractor shall schedule full work days of operation until funds are exhausted.

2. Citywide events calendar shall be considered with the schedule for construction.

3. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.

. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.

5. Detailed construction activities and construction schedule will be provided during weekly construction meetings.

6. The Cured-In-Place Pipe (CIPP) lining and Remove and Replace (R&R) processes shall be executed concurrently. All contractors involved in CIPP and R&R activities are responsible for coordinating their efforts to meet this requirement.

7. Construction activities that conflict with existin as lines shall be scheduled to occur at the end of the pro ect timeline

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

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Non-potable pipeline installation;

2. Potable pipeline installation;

3. Non-potable pipeline connection points;

4. Potable pipeline connection points;

5. Resurfacing operations;

6. Variations to accommodate night work;

7. All required detours;

8. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

9. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways during the pipeline installation with appropriate traffic control and flaggers;

b. Contractor shall install non-potable pipeline first and be fully operational prior to the start of the potable pipeline;

c. On street parking, where currently available, shall be open to the public outside of working hours; and

d. Colton Avenue between New York Avenue and Orange Street may be closed to thru traffic during the resurfacing operations; and

e. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans and SANBAG.

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 2025 CIP Sewer Pipeline Replacement Project, Project No. for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
General Notes, Construction Notes, Symbol Legend and Details	2
Sewer Pipeline Replacement/Rehabilitation	3-8

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 2025 Sewer Pipeline Replacement Project, Project No. as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing all pipe, fittings, manholes, CIPP, and appurtenances; testing all pipelines; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, trees, and public and private improvements; replacing all asphalt concrete pavement including asphalt concrete overlays; pavement striping and restriping; testing and disinfecting all pipelines; replacing destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

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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. 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. Traffic Control Plan, Bid Item 2:

Payment for Traffic Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted to complete the Traffic Control Plan per Section 01111.

The installation and implementation of traffic control items shall be included throughout bid items and the specific traffic control required for installing each item.

3. Erosion Control Plan, Bid Item 3:

Payment for Erosion Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01572.

Payment for the Erosion Control Plan shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

4. Survey, Bid Item 4:

Payment for Survey shall be made at the contract lump sum price and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Survey shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

5. Remove & Replace Existing 8” Pipe with 8” SDR 35 PVC Pipe, Bid Item 5:

Payment for Remove & Replace Existing 8” Pipe with 8” SDR 35 PVC Pipe shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4” crushed aggregate base to 95% relative

compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

6. Remove & Replace Existing 6" Pipe with 8" SDR 35 PVC Pipe, Bid Item 6:

Payment for Remove & Replace Existing 6" Pipe with 8" SDR 35 PVC Pipe shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to preexisting conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

7. Reconnect Sewer Lateral, Bid Item 7:

Payment for Reconnect Sewer Lateral shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per Detail 2 on Sheet 2 of the plans and all specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, final paving, testing, protecting in place

or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

8. CIPP 8" Pipe, Bid Item 8:

Payment for CIPP 8" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 8" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, bypass pumping, pipeline cleaning including debris and root removal, materials and storage of materials to be used for the CIPP process, CCTV inspection, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

9. Re-establish Lateral Connections following CIPP, Bid Item 9:

Payment for Re-establish Lateral Connection following CIPP shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install Re-establish Lateral Connection following CIPP complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, bypass pumping, pipeline cleaning including debris and root removal, CCTV inspection, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

10. Removal of Protruding Lateral for CIPP, Bid Item 10:

Payment for Protruding Lateral Removal shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required for location verification and trimming of protruding laterals and capping if required for the jointing and connecting of service laterals to existing sanitary service.

The price shall include, but not be limited to, traffic control, disposal of debris, cleaning, pre and post installation video inspection, lateral verification, lateral reinstatement, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

11. 8" Spot Repair, Bid Item 11:

Payment for 8" Spot Repair shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, handling and disposal of unsuitable and waste material, pipe, couplings and appurtenances, pipe bedding and trench backfilling (including imported material, or select

native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to preexisting conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

12. Remove Existing Cleanout, Bid Item 12:

Payment for Remove Existing Cleanout shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per plans and specifications.

The bid price shall include, but not be limited to all necessary trench protection, traffic control, pavement saw cutting and removal, excavation, trench protection for workers removal and disposal of existing materials, handling and disposal of unsuitable and waste material, pipe and appurtenances, backfilling, placing temporary asphalt concrete, final paving, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

13. Remove Existing Manhole, Bid Item 13:

Payment for Remove Existing Manhole shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per plans and specifications.

The bid price shall include, but not be limited to all necessary trench protection, traffic control, pavement saw cutting and removal, excavation, trench protection for workers removal and disposal of existing materials, handling and disposal of unsuitable and waste material, pipe and appurtenances, backfilling, placing temporary asphalt concrete, final paving, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

14. Construct 48" Manhole, Bid Item 14:

Payment for 48" Diameter Manhole shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, excavation, crushed rock base, trench protection for workers removal and disposal of existing sewer pipe, handling and disposal of unsuitable and waste material, pipe and appurtenances, backfilling, connection of pipes to manhole, waterstops, placing temporary

asphalt concrete, final paving, testing, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

15. Flow Bypass, Bid Item 15:

Payment for Flow Bypass shall be made at the lump sum price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the flow bypass system and prepare a bypass plan for review and approval by the City per Section 3-12.5.

Contractor shall also prepare a spill prevention plan for review and approval by the City in accordance with Section 3-12.5 of the specifications. The contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching water courses, recovery, cleaning and legal disposal of any spilled sewage, and fines, or penalties associated with the sewage spill imposed upon the agency and/or the contractor by jurisdictional regulatory agencies, and any other expenses or liabilities replaced to the sewage spill.

All pipeline or manhole work proposed within this contract shall be assumed to require a flow bypass system to complete. Sewage shall not be permitted to flow in trenches nor be covered by backfill. Plugging manholes and pumping via a vactor truck from manhole to manhole will not be considered a sufficient means for bypassing.

16. Testing of CIPP Liner, Bid Item 16:

Payment for testing of CIPP liner shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to complete all testing requirements listed within Section 02766 of the specifications.

17. Demobilization, Bid Item 17:

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

18. Unforeseen work not covered within all other bid items, Bid Item 18:

Payment for unforeseen work not covered within all other bid items shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any work required that is outside of the proposed bid unit cost, shall be performed based on time & material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may or may not be spent entirely.

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

Contractor Name
Address
Address
Phone :

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
					QTY	$ VALUE	QTY	$VALUE		
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00			0.0	$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			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$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 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

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SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

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SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2” of the road surface is recommended.

c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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SECTION 02766 CURED-IN-PLACE PIPE (CIPP)

PART 1 - GENERAL

A. Description

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting with a 50 year design life.

B. References

This specification references standards from the American Society for Testing and Materials, such as:

1. ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube),

2. ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)),

3. ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe),

4. ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials),

5. D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics)

These specifications are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

C. Submittals

1. Submit shop drawings in accordance with Section 01330.

2. Submit certificate of compliance with referenced standards (e.g., AWWA, ANSI, ASTM, etc.).

3. Submit the source of materials for the specified liner pipe.

4. Quality Control Reports – The manufacturer’s results of quality control tests performed on actual material used. The reports shall contain all the raw data and intermediate calculations, as well as the testing procedures.

5. Installation Manual from manufacturer for proposed product.

6. Material Safety Data Sheet (MSDS) for all products proposed.

7. Data, measurements, assumptions and calculations for each different liner design proposed within the project.

8. Installation Plan showing the specific installation sequence, including schedule of each segment, cleaning, shutdown, curing, cool down, installation and service reinstatement. Plan shall be maintained on the jobsite at all times.

9. Quality Control Plan including the following:

   A. A detailed discussion of the proposed quality controls to be performed by the Contractor.

   B. Define the Contractor's personnel roles and responsibilities. Contractor shall assign specific personnel responsible for ensuring that all requirements, for this contract are met.

   C. Define procedures for quality control, product sampling and testing.

   D. Define procedures for product performance controls in both raw materials and the cured product.

10. Resident Notification Plan in accordance with Section 7-19 of the General Conditions.

PART 2 - MATERIALS

A. Tube

1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D 5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

2. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

3. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

4. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

5. The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

6. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

7. Seams in the Tube shall be stronger than the non-seamed felt material.

8. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

B. Resin

The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

C. Structural Requirements

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall and a design life of 50 years.

2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

3. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.

4. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

5. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES

Property	Test Method	Cured Polyester Composite min. per ASTM F1216	Cured Polyester Composite Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

6. The required structural CIPP wall thickness shall be based as a minimum, on the properties in the table above, or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters:

Design Safety Factor = 2.0

Retention Factor for Long-Term Flexural Modulus to be used in Design = 50% - 75%

(*As determined by long-term tests described in Section 2, and approved by the Owner*)

Ovality (calculated from (X1.1of ASTM F1216) = 2%

Enhancement Factor, K =See Section 3

Groundwater Depth (above invert of existing pipe) = 0 (ft)

Soil Depth (above crown of existing pipe) = See Plans (ft)

Soil Modulus = 120 psi

Soil Density = 1000 pcf

Live Load = H20 Highway

Design Condition (partially or fully deteriorated) = FD

7. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

PART 3 - EXECUTION

A. General

Cured-In-Place Pipe (CIPP) for the mainline sewer shall be installed as a one piece liner to reconstruct a section of the mainline sewer without excavation. The liner shall be leak free at the interface between the mainline and liner and at all lateral connections. The tube shall be continuous in length and the wall thickness shall be uniform. The liner shall be capable of conforming to offset joints, bells and disfigured pipe sections.

B. Preparatory Work & Incidental Items

1. It shall be the responsibility of the Contractor to locate and designate all manhole access points for the work.

2. The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. A trap shall be installed downstream of cleaning operations to collect all debris generated. The Contractor shall be responsible for disposal of all debris removed from the line during the cleaning process. Any hazardous waste material encountered during this project will be considered as a changed condition.

3. CCTV videos have been provided for all lines proposed for lining within this project. The Contractor shall review the videos contained within Appendix E and notify the Engineer immediately if any conditions appear unfeasible to install CIPP. The Contractor shall also review the videos to establish the required amount of cleaning required for each pipeline. There shall be no additional time or compensation for conditions evident on the videos at the time of bid opening.

4. The Contractor shall provide for the flow of sewage around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the sewage flow.

5. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment or in-situ repair equipment, Contractor shall contact the City representative immediately.

6. Perform CCTV inspection after cleaning of the sewer lines, to document the condition of the host pipe, identify and locate any live service laterals, and verify the lines were cleaned in accordance with the lining manufacturer's requirements.

7. Inspection of pipelines shall be in accordance with Section 500-1.1.5 performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

8. The Contractor shall field verify the pipe diameter at the manhole and the lengths of the sections to be rehabilitated prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between the information obtained in the field and the data in these bid documents and specifications or plans.

C. Installation

1. If following the cleaning and video inspection process noted above in the preparatory work, flow was reintroduced into the pipe or greater than a (1) hour delay has occurred since the completion of this process, the existing host pipe shall be cleaned and CCTV inspection performed again after sewage has been bypassed and just prior to insertion of the liner.

2. A maximum of one (1) hour may elapse between this final cleaning pass and the insertion of the liner.

3. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

   A. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

   B. The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

   C. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

   D. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

D. Reinstatement of Lateral Connections

1. It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated. No excavation will be allowed to reinstate any lateral connection. The Contractor will be responsible for all costs and liability associated with lateral reinstatement.

2. Solid round cuts, "cookies", will not be allowed to be performed for the reinstatement. All lateral re-establishment shall adhere to the following:

   A. A remote cutting device shall re-establish each service lateral by cutting strips.

   B. The opening shall be between 95%-100% of the original opening.

   C. The edges of the opening shall not have any pipe or liner fragments which may obstruct flow or snag debris.

   D. All solids generated from cutting must be captured and removed downstream by the Contractor.

3. If lateral connections are cut greater than 100% of the original opening, the Contractor shall install a CIPP type repair sufficiently sized to completely cover the over-cut service connection. No additional compensation will be allowed for over-cut service lateral connections.

E. Liner Termination Points

1. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points in the manhole.

2. The ends shall be permanently sealed to the rehabilitated pipeline to prevent any infiltration between the CIPP and the host pipe.

3. Ends shall be sealed with a sealing material that is recommended by the liner manufacturer.

4. Sealing:

   A. Shall be compatible with the liner/resin system, provide a watertight seal, and is approved by the City prior to start of construction.

   B. Hydraulic cements and quick-set cement products are not acceptable.

C. Acceptable materials shall be an approved epoxy type product that will bond, not crack, dry up, slough off, or shrink in time, and provide a good transition in the manholes.

D. Sealing terminations shall be performed at no additional cost to the City.

PART 4 - INSPECTION

A. Liner Sample Testing

1. All sampling and testing of the CIPP liner shall be completed by the contractor via a third party testing laboratory. All costs associated with the test, shipping and receipt of the results in accordance with these specifications shall be included within the unit price listed in the bid schedule.

2. Samples shall be taken at the frequency identified within these specifications. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.

3. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as noted within this specification.

4. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

5. The tests shall be performed at an independent, third party laboratory experienced with CIPP testing, which has been approved by the Engineer. Third party laboratory/testing facility is defined as ASTM accredited materials testing firm with no financial or directorial link to liner manufacturer or Contractor.

6. Contractor shall be responsible for all shipping and handling costs associated with sending samples to be tested to the independent testing laboratory. The cost of testing shall be paid by the Contractor at the unit bid price noted in the bid schedule.

7. Samples shall be taken as noted below:

   A. One sample shall be taken from the first segment of CIPP liner material installed for each size within the project.

   B. For each 3,000 LF of additional installed length installed, a minimum one field sample shall be prepared and tested.

8. The Contractor shall determine sampling location and procedures to ensure representative samples are obtained from the finished liner, subject to approval by the Engineer. The Engineer must be notified 48 hours prior to field sample collection. The Engineer or other City representative must be on-site when field sample is collected. The City reserves the right to make alterations, deviations, additions to or omissions from the performance testing.

9. The Contractor shall furnish removable sizing sleeves to collect liner samples which accurately replicate the host pipe diameter.

10. Test results shall be sent directly to the Engineer from the testing laboratory within fourteen (14) days or less of the field sample date. Testing laboratory shall submit wet singed and stamped hard copies of the results. Contractor is responsible for cost associated with laboratory sending results directly to the Engineer.

11. If the results of testing do not meet the latest published specifications of the manufacturer, or the physical property values listed within these specifications, the City will choose one of the following options for remediation:

    A. Payment for that length will be reduced by an equal percentage of the 50-year useful life that has not been achieved, as shown by the test results.

    B. The City shall require the Contractor to replace the material with the material which was stated on the submittals, and retest to verify compliance.

    C. The City shall reserve the right to require the Contractor to dig up the sewer line and replace it with new PVC SDR 35 sewer line. Many locations within this project are streets which are currently scheduled for resurfacing. In the event the liner is rejected and the pipe must be excavated and replaced, the Contractor shall be responsible to remove and replace the pavement area affected, utilizing a process and replacement area approved by the City.

12. The City shall reserve the right to require the Contractor to meet their stated qualifications using the method that best serves the City.

B. Liner Field Testing

1. Prior to reinstatement of all live service laterals, the Contractor shall perform leakage testing on the liner in accordance with ASTM F1216 or as approved by the City. If liner requires repair, testing shall be performed again after repair is complete. Contractor may utilize CIPP curing water as a means to complete the testing.

2. Exfiltration test:

    A. Plug the downstream end of the lined pipe segment and install a standpipe to the lined pipe's upstream end using appropriately sized 90-degree elbow fittings, plastic standpipe and flexible watertight couplings.

B. Contractor shall remove all air from line to be tested.

C. The standpipe shall be temporarily secured within the manhole.

D. Contractor shall perform exfiltration test as specified in ASTM F1216.

E. The allowable water exfiltration shall not exceed the limits stated in ASTM F1216 for the pipe to be accepted as watertight.

F. If the lined pipe segment does not meet the requirements of the exfiltration test, repair or replace and retest the lined pipe segment so that it meets the requirements at no additional cost to the City.

3. Air test:

A. The Contract may substitute an air pressure test in lieu of the exfiltration test as approved by the City.

B. Requirements for air testing may include:

(1) Securely plug all openings in the line to be tested.

(2) Apply an approximate air pressure of four (4) psi.

(3) Time for a one (1) psi pressure drop shall be at least ten (10) minutes or as approved by the City.

4. A post installation video inspection shall be performed by the Contractor in accordance with Section 500-1.1.5 while all flow is bypassed and all laterals have been reinstated. All videos completed during the lining process, including cleaning, pre-installation and post-installation shall be provided to the City on DVD and arranged by segment. Videos shall be labeled and an index provided to easily differentiate between phases of video and segments.

5. Videos shall be delivered within 7 days of completion of the lining process to allow time for review by the City. No progress payments will be made for lining amounts installed without the review and approval of all captured videos.

PART 5 - ACCEPTANCE

A. Finished Liner

1. Shall be inner polyethylene layer and an outer polyester felt layer impregnated with a thermosetting resin to fit tightly against the existing inside pipe wall.

2. Shall be fabricated from materials that, when cured, shall be chemically resistant to withstand internal exposure to sewage gases containing quantities of hydrogen

sulfide, carbon monoxide, methane, petroleum hydrocarbons, moisture saturation, and dilute sulfuric acid.

3. Shall be continuous over the length of pipe rehabilitated.

4. Shall be free from dry spots, delamination, lifts, fins and the like as identified by the City. Contractor shall remove and replace the CIPP full circumference, from manhole to manhole or as directed by the City if these conditions are present.

5. If the liner fails to re-form or cure, the Contractor shall be required to remove the failed liner at no additional cost to the City.

B. Interior Surface

1. No wrinkles exceeding the tolerances found in Table 1 – Liner Repair Guidelines will be allowed to remain within the liner.

2. Interior surface liner within ten (10) feet of manholes shall be wrinkle free. All wrinkles within this limit shall be properly removed to allow proper installation of flow restricting plugs.

3. Wrinkles in the finished lined pipe which:

   A. Cause a backwater greater than three-eighths (3/8) inch in depth,

   B. Reduce the hydraulic capacity of the pipeline as determined by the City,

   C. Cause a maintenance problem or inconvenience as determined by the City,

   D. Cause debris and solids to hang-up and accumulate,

   E. Reduce the structural stability of the pipe,

   Are unacceptable and shall be removed or repaired by the Contractor in a method that is approved by the City at no additional cost.

4. If wrinkles are detected in the installed liner, the Contractor shall provide photographs and dimensions of the wrinkle including height and direction.

C. Defective Liner and Repair Guidelines

1. All liners that do not meet the quality specified above shall be assessed by the City based on the guidelines shown in Table 1; City's assessment and remedy shall be final. All repairs shall be performed by the Contractor at no additional cost.

2. All repairs shall meet the original specifications for finished liner. The repair plan shall be submitted by the Contractor, reviewed, and approved by the City prior to any corrective action for any and all defects.

3. All repairs shall be performed within ten working days after notification to the Contractor of the defect .

Table 1. Liner Repair Guidelines

Defect	Tolerance	Remedy
Wrinkles, Fins, or Folds along top of pipe (from 9 to 3 clock position)	Repair if exceeding 5% of nominal diameter of host pipe	Trim flush with liner wall and patch with epoxy
Wrinkles, Fins, or Folds along bottom of pipe (from 3 to 9 clock position)	Repair if exceeding 3% of nominal diameter of host pipe	Trim flush with liner wall and patch with epoxy
Bubbles, Blisters, Dimples, Lumps, Lifts, or Foreign Inclusions.	Repair if exceeding 5% of nominal diameter of host pipe	Remove and patch with epoxy
Cracked, Delaminated, Dry Spots, Burst, Collapsed, or Unraveled	Repair all	Remove and patch with epoxy

(1) It is the intent for the liner installation and all repairs to provide a circular liner that adheres firmly to the host pipe.
(2) All other quality requirements specified elsewhere still apply.

4. For any deficiencies that not feasible to be repaired by the guidelines above, the City shall reserve the right to require the Contractor remove the existing sewer line and replace it with new PVC SDR 35 sewer line if all other methods of correction are not successful.

5. Many locations within this project are streets which are currently scheduled for resurfacing. In the event the liner is rejected and the pipe must be excavated and replaced, the Contractor shall be responsible to remove and replace the pavement area affected, utilizing a process and replacement area approved by the City

END OF SECTION

APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____Date _____

Company _____Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	**Project Location:**	**Today's Date:**
Contractor / Subcontractor Name:	**Business Address:**	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. **Please Include Apprentice Rates.**

Classification:		**Effective Date:**	**Subsistence or Travel Pay:** $_____
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Pension $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Vacation/Holiday $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Training $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Other $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____

Classification:		**Effective Date:**	**Subsistence or Travel Pay:** $_____
EMPLOYER PAID FRINGE BENEFITS	**Health & Welfare** $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Pension $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Vacation/Holiday $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Training $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____
	Other $_____ hr	**Paid To:** **Name of Plan/Fund/Program:** **Address:**	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	**Signature and Date (Wet Signature Required)**

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			S	HOURS WORKED EACH DAY																			
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B
CITY OF REDLANDS
WORKDAY CONSTRUCTION SCHEDULE

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City of Redlands Civic Center Hours

One Stop Permit Center, Development Services Department, and the Utility Billing Customer Service lobby is open from 8:00AM to 4:30PM and closed on alternating Fridays. Utility Billing Customer Service Phone Lines are open until 5:00PM) Fire Administration is closed every Friday.

All other departments open from 7:30AM to 5:30PM Monday - Thursday, 8:00AM to 5:00PM alternating Fridays.

RED indicates Friday CLOSED days. BLUE indicates office CLOSED for the City's HOLIDAYS.
GREEN indicates City Council meeting dates. PURPLE indicates City Offices Closed

January 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

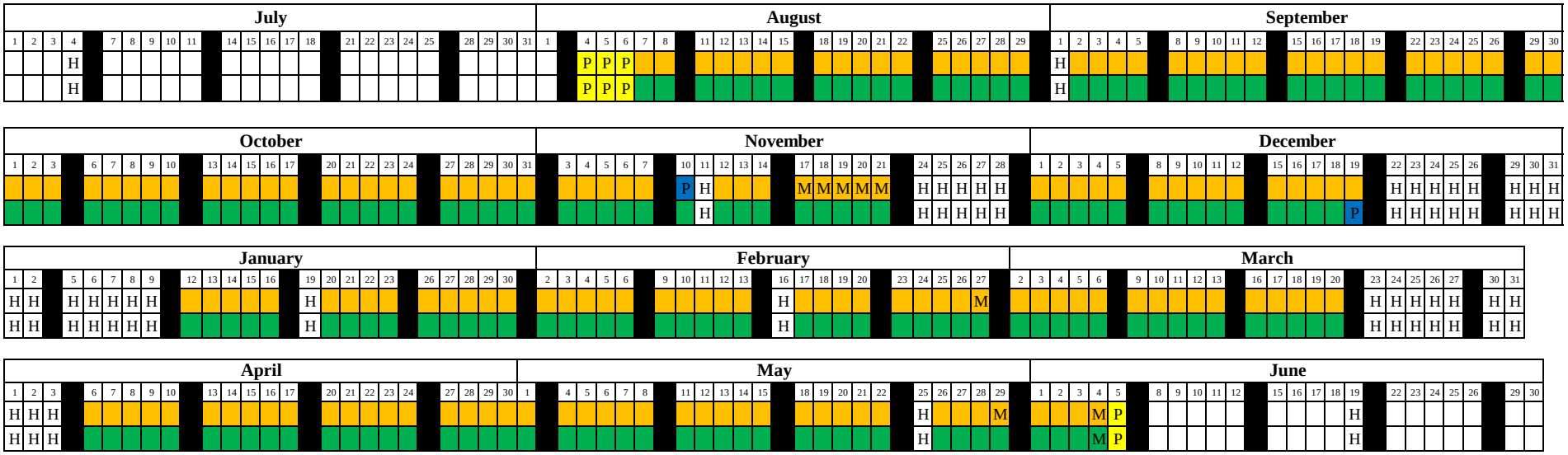
November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Redlands Unified School District
Student Attendance Calendar (All Schools)
2025-2026 School Year



Holidays (No Students in Attendance)	
Independence Day	July 4
Labor Day	September 1
Veteran's Day	November 11
Thanksgiving Break	November 24 - 28
Winter Break	December 22 - January 9
Martin Luther King, Jr. Day	January 19
Presidents' Day	February 16
Spring Break	March 23 - April 3
Memorial Day	May 25
Juneteenth	June 19

End of Quarter Dates	
Quarter 1	October 3 (42 days)
Quarter 2	December 18 (47 days)
Quarter 3	March 20 (48 days)
Quarter 4	June 4 (43 days)

End of Trimester Dates	
Trimester 1	October 31 (61 days)
Trimester 2	February 27 (61 days)
Trimester 3	June 4 (58 days)

End of Semester Dates	
Semester 1	December 19 (89 days)
Semester 2	June 4 (91 days)

Attendance Days	
Students	180
Teachers	185

Elementary
Secondary

H Holiday (No Students in Attendance)
M Minimum Day (Conferences/Report Card Preparation)
P Staff Professional Day (No Students in Attendance)

Board Approved: 04/22/25

APPENDIX C
CCTV INSPECTION VIDEOS

Click on link below to view CCTV Inspection Videos.
For password email Project Manager at
barellano@cityofredlands.org.

CCTV INSPECTION VIDEOS LINK

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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:		

APPENDIX E

a. City Encroachment Permit Form

(Contractor to obtain encroachment permit from the City as no-fee 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 09-02-25

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

City Council Meeting **K. 2.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with Garcon Construction, Inc. for the 2025 Citywide Sidewalk and ADA Ramp Replacement Project for an amount not to exceed $529,406.26, approval of a $29,406.26 additional appropriation from the Sidewalk Improvement Reserve Fund, and determination that the Project is exempt from environmental review 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 the City Council determine that approval of the 2025 Citywide Sidewalk and ADA Ramp Replacement Project is 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 to approve the 2025 Citywide Sidewalk and ADA Ramp Replacement project plans and specifications and award the Public Works Construction Contract to Garcon Construction, Inc. for an amount not to exceed $529,406.26; and

3. I move approval of a $29,406.26 additional appropriation from the Sidewalk Improvement Reserve Fund.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the 2025 Citywide Sidewalk and ADA Ramp Replacement Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of the 2025 Citywide Sidewalk and ADA

Ramp Replacement Project plans and specifications, award the Public Works Construction Contract to Garcon Construction, Inc. for an amount not-to-exceed $529,406.26, and approve a $29,406.26 additional appropriation from the Sidewalk Improvement Reserve Fund.

DISCUSSION:

The 2025 Citywide Sidewalk and ADA Ramp Replacement Project (Project) will replace approximately one and a half (1.5) miles of lifted and broken sidewalks and fourteen (14) ADA curb ramps in various locations throughout the City.

MUED staff recently prepared plans and specifications and advertised the Project for construction. On July 9, 2025, the City Clerk's office received and opened the following fourteen (14) bids for the Project:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. Garcon Construction, Inc., Ontario, CA	$529,406.26
2. LC Paving & Sealing, Inc., Escondido, CA	$535,150.75
3. Hardy & Harper, Inc., Lake Forest, CA	$562,000.00
4. Leonida Builders, Inc., Acton, CA	$564,302.00
5. Carter Enterprise Group, Anaheim, CA	$567,000.00
6. All Cities Engineering, Inc., Riverside, CA	$571,313.00
7. CT&T Concrete Paving, Diamond Bar, CA	$573,939.80
8. Gentry General Engineering, Colton, CA	$584,203.00
9. Global Builders, Inc., Laguna Hills, CA	$598,888.00
10. TVR Construction Engineering, Riverside, CA*	$670,942.75
11. Cinbad Industry, Inc. Reseda, CA	$676,522.00
12. We R Builders, Glendale, CA	$719,769.00
13. All American Building Services, Santa Clarita, CA	$1,024,563.00
14. Horizon Underground, Inc., Norco, CA	$1,133,058.00

*An arithmetic error was made 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 ranking.

Bids were reviewed by staff, and Garcon Construction, Inc. was determined to be the lowest responsive and responsible bidder. Therefore, staff recommends that the City Council approve a Public Works Construction Contract with Garcon Construction, Inc. for an amount not to exceed $529,406.26. Approval of the Garcon contract requires an additional appropriation of $29,406.26 from the Sidewalk Improvement Reserve Fund. If approved, it is anticipated that the Project will be completed within forty-five (45) working days of the issuance of

the Notice to Proceed.

This Project is exempt from environmental review in accordance with Section 15301 (c) of the State's guidelines implementing the California Environmental Quality Act, as this Project involves pedestrian safety improvements within existing right-of-way with no expansion of existing use of the roadway.

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:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 25/26
Appropriation Required Y/N:	Y
Amount:	$29,406.26
Budgeted Y/N:	Y
Account No.:	101400
Discussion:	

The FY 25/26 MUED Budget includes $500,000 for this Project, and approval of the Public Works Contract requires an additional appropriation of $29,406.26 from the Sidewalk Improvement Reserve Fund (101). The current balance for the Sidewalk Improvement Reserve Fund is $150,462 as of June 30, 2025.

Attachments

A. Garcon Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Plans & Specifications
F. Additional Appropriation Form

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 2nd day of September, 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 Garcon Construction, Inc., a California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2025 Sidewalk and ADA Replacement Project, Project No. 400033, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2025 Sidewalk and ADA Replacement Project, Project No. 400033 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Five Hundred Twenty-nine Thousand Four Hundred Six Dollars and Twenty-six Cents ($529,406.26) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within forty-five (45) 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)

_____Garcon 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
Municipal Utilities and Engineering Department
2025 Sidewalk and ADA Replacement Project
Project No. 400033

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.

_____Garcon 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 Garcon Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement dated September 2, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2025 Sidewalk and ADA Replacement Project, Project No. 400033 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 Five Hundred Twenty-nine Thousand Four Hundred Six Dollars and Twenty-six Cents ($529,406.26) 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 Garcon 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 September 2, 2025, and identified as 2025 Sidewalk and ADA Replacement Project, Project No. 400033 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 Five Hundred Twenty-nine Thousand Four Hundred Six Dollars and Twenty-six Cents ($529,406.26) 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 9th **day of July 2025 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2025 Citywide Sidewalk and ADA Ramp Replacement Project.** 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	1 Addendum Issued	Total Bid Amount
1	Garcon Construction, Ontario, CA	Yes	Yes	Yes	$529,406.26
2	LC Paving & Sealing, Inc., Escondido, CA	Yes	Yes	Yes	$535,150.75
3	Hardy & Harper, Inc., Lake Forest, CA	Yes	Yes	Yes	$562,000.00
4	Leonida Builders, Inc., Acton, CA	Yes	Yes	Yes	$564,302.00
5	Carter Enterprise Group, Yorba Linda, CA	Yes	Yes	Yes	$567,000.00
6	All Cities Engineering, Inc., Riverside, CA	Yes	Yes	Yes	$571,313.00
7	CT&T Concrete Paving, Diamond Bar, CA	Yes	Yes	Yes	$573,939.80
8	Gentry General Engineering, Colton, CA	Yes	Yes	Yes	$584,203.00
9	Global Builders Inc., Laguna Hills, CA	Yes	Yes	Yes	$598,888.00
10	TVR Construction Engineering, Riverside, CA	Yes	Yes	Yes	$670,928.80
11	Cinbad Industry, Inc., Reseda, CA	Yes	Yes	No	$676,522.00
12	We R Builders, Glendale, CA	Yes	Yes	Yes	$719,769.00
13	All American Building Services, Santa Clarita	Yes	Yes	Yes	$1,024,563.00
14	Horizon Underground, Inc., Norco, CA	Yes	Yes	Yes	$1,133,058.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Gerard Nepomuceno, Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400033
2025 Citywide Sidewalk and ADA Ramp Replacement Project

BID DATE: 9-Jul-2025
EST. START DATE: 8-Sep-2025

Item No.	Bid Item	Quantity	Unit	Garcon Construction, Inc.		LC Paving & Sealing, Inc.		Hardy & Harper, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$26,500.00	$26,500.00	$25,000.00	$25,000.00	$13,200.00	$13,200.00
2	Traffic and Pedestrian Control	1	LS	$21,500.00	$21,500.00	$33,000.00	$33,000.00	$24,000.00	$24,000.00
3	Remove and Replace 4" Thick PCC Sidewalk	27,929	SF	$12.99	$362,797.71	$11.75	$328,165.75	$13.00	$363,077.00
4	Remove and Replace 6" Thick PCC Sidewalk	1,395	SF	$13.99	$19,516.05	$19.00	$26,505.00	$19.00	$26,505.00
5	New 4" Thick PCC Sidewalk	750	SF	$11.59	$8,692.50	$16.00	$12,000.00	$14.00	$10,500.00
6	Remove and Replace 6" Thick PCC Driveway	420	SF	$20.00	$8,400.00	$29.00	$12,180.00	$20.00	$8,400.00
7	Remove and Replace ADA Accessible Curb Ramp	14	EA	$5,000.00	$70,000.00	$5,950.00	$83,300.00	$7,930.00	$111,020.00
8	Demobilization	1	LS	$12,000.00	$12,000.00	$15,000.00	$15,000.00	$5,298.00	$5,298.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$529,406.26**		**$535,150.75**		**$562,000.00**

License Status	Active	Active	Active
Sub's License Status	N/A	N/A	N/A
Bid Bond Company	Amerisure Mutual Insurance Co.	Great Midwest Insurance Co.	Fidelity and Deposit Co. of Maryland
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	N/A	N/A	N/A
DIR Status	Active	Active	Active
Error in Bid	No	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400033
2025 Citywide Sidewalk and ADA Ramp Replacement Project

BID DATE: 9-Jul-2025
EST. START DATE: 8-Sep-2025

Item No.	Bid Item	Quantity	Unit	Lonida Builders, Inc.		Carter Enterprise Group		All Cities Engineering, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$15,000.00	$15,000.00	$22,352.00	$22,352.00	$25,000.00	$25,000.00
2	Traffic and Pedestrian Control	1	LS	$28,000.00	$28,000.00	$33,000.00	$33,000.00	$25,000.00	$25,000.00
3	Remove and Replace 4" Thick PCC Sidewalk	27,929	SF	$13.00	$363,077.00	$12.00	$335,148.00	$12.00	$335,148.00
4	Remove and Replace 6" Thick PCC Sidewalk	1,395	SF	$15.00	$20,925.00	$22.00	$30,690.00	$15.00	$20,925.00
5	New 4" Thick PCC Sidewalk	750	SF	$12.00	$9,000.00	$11.00	$8,250.00	$8.00	$6,000.00
6	Remove and Replace 6" Thick PCC Driveway	420	SF	$15.00	$6,300.00	$28.00	$11,760.00	$22.00	$9,240.00
7	Remove and Replace ADA Accessible Curb Ramp	14	EA	$8,000.00	$112,000.00	$8,200.00	$114,800.00	$10,000.00	$140,000.00
8	Demobilization	1	LS	$10,000.00	$10,000.00	$11,000.00	$11,000.00	$10,000.00	$10,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$564,302.00**		**$567,000.00**		**$571,313.00**

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400033
2025 Citywide Sidewalk and ADA Ramp Replacement Project

BID DATE: 9-Jul-2025
EST. START DATE: 8-Sep-2025

Item No.	Bid Item	Quantity	Unit	CT&T Concrete Paving, Inc.		Gentry General Engineering, Inc.		Global Builders, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$26,182.01	$26,182.01	$25,800.00	$25,800.00	$29,944.40	$29,944.40
2	Traffic and Pedestrian Control	1	LS	$35,726.71	$35,726.71	$54,000.00	$54,000.00	$18,250.00	$18,250.00
3	Remove and Replace 4" Thick PCC Sidewalk	27,929	SF	$12.80	$357,491.20	$12.00	$335,148.00	$15.00	$418,935.00
4	Remove and Replace 6" Thick PCC Sidewalk	1,395	SF	$16.91	$23,589.45	$20.00	$27,900.00	$20.00	$27,900.00
5	New 4" Thick PCC Sidewalk	750	SF	$15.69	$11,767.50	$12.00	$9,000.00	$15.00	$11,250.00
6	Remove and Replace 6" Thick PCC Driveway	420	SF	$22.02	$9,248.40	$22.75	$9,555.00	$20.00	$8,400.00
7	Remove and Replace ADA Accessible Curb Ramp	14	EA	$6,851.49	$95,920.86	$8,500.00	$119,000.00	$5,600.00	$78,400.00
8	Demobilization	1	LS	$14,013.67	$14,013.67	$3,800.00	$3,800.00	$5,808.60	$5,808.60
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$573,939.80**		**$584,203.00**		**$598,888.00**

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400033
2025 Citywide Sidewalk and ADA Ramp Replacement Project

BID DATE: 9-Jul-2025
EST. START DATE: 8-Sep-2025

Item No.	Bid Item	Quantity	Unit	TVR Construction Engineering LLC		Cinbad Industry, Inc.		We R Builders, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$7,000.00	$7,000.00	$10,000.00	$10,000.00	$35,450.00	$35,450.00
2	Traffic and Pedestrian Control	1	LS	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$38,500.00	$38,500.00
3	Remove and Replace 4" Thick PCC Sidewalk	27,929	SF	$18.00	$502,722.00	$18.00	$502,722.00	$16.00	$446,864.00
4	Remove and Replace 6" Thick PCC Sidewalk	1,395	SF	$21.85	$30,480.75	$20.00	$27,900.00	$19.00	$26,505.00
5	New 4" Thick PCC Sidewalk	750	SF	$18.00	$13,500.00	$18.00	$13,500.00	$13.00	$9,750.00
6	Remove and Replace 6" Thick PCC Driveway	420	SF	$22.00	$9,240.00	$20.00	$8,400.00	$35.00	$14,700.00
7	Remove and Replace ADA Accessible Curb Ramp	14	EA	$7,000.00	$98,000.00	$6,000.00	$84,000.00	$9,500.00	$133,000.00
8	Demobilization	1	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$670,942.75**		**$676,522.00**		**$709,769.00**

Arithmetic error. Item price corrected using bid item unit price.

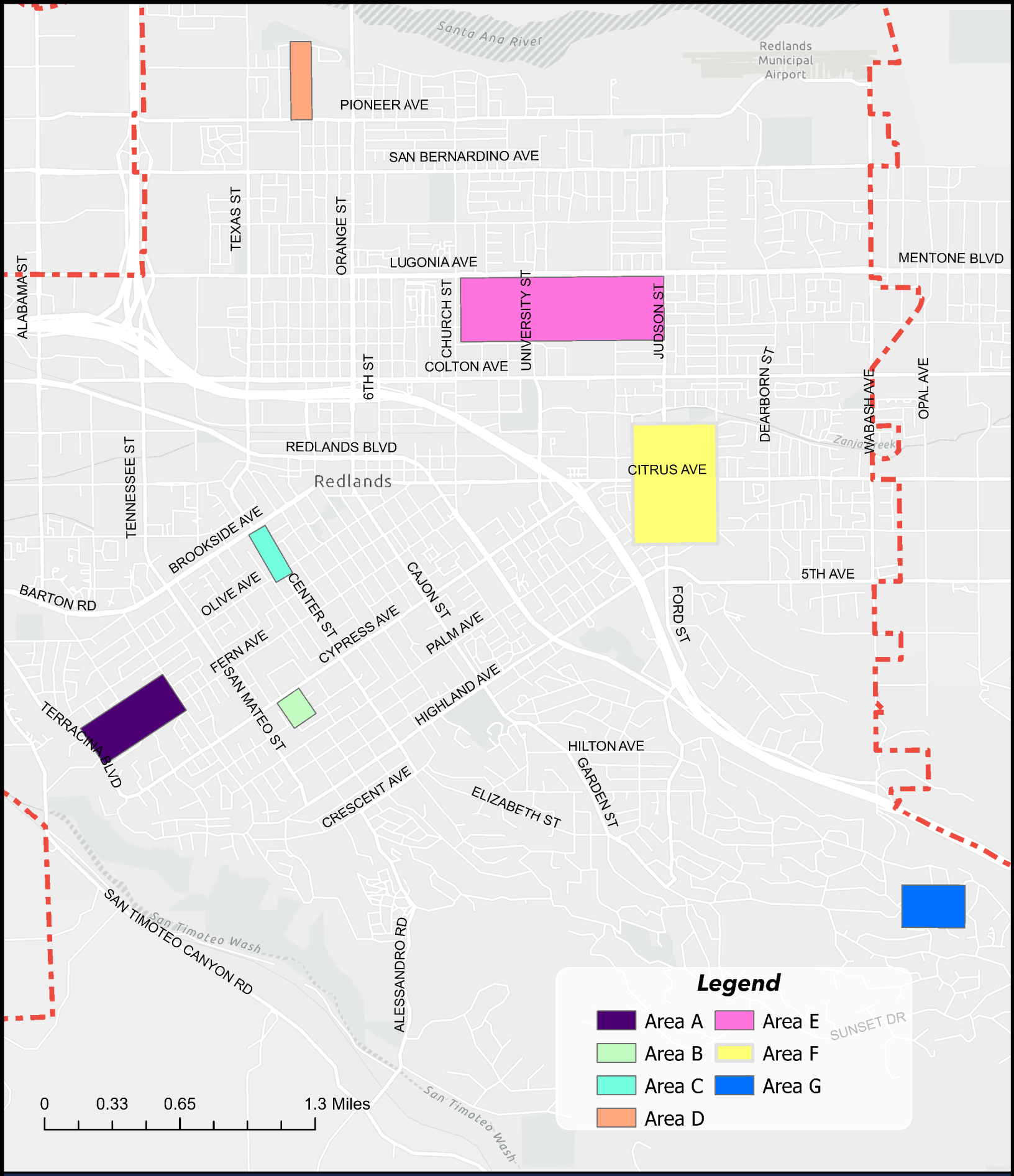
ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400033
2025 Citywide Sidewalk and ADA Ramp Replacement Project

BID DATE: 9-Jul-2025
EST. START DATE: 8-Sep-2025

Item No.	Bid Item	Quantity	Unit	Horizon Underground, Inc.		All American Building Services			
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$6,500.00	$6,500.00	$47,000.00	$47,000.00		$0.00
2	Traffic and Pedestrian Control	1	LS	$8,000.00	$8,000.00	$30,000.00	$30,000.00		$0.00
3	Remove and Replace 4" Thick PCC Sidewalk	27,929	SF	$32.00	$893,728.00	$27.00	$754,083.00		$0.00
4	Remove and Replace 6" Thick PCC Sidewalk	1,395	SF	$34.00	$47,430.00	$32.00	$44,640.00		$0.00
5	New 4" Thick PCC Sidewalk	750	SF	$26.00	$19,500.00	$26.00	$19,500.00		$0.00
6	Remove and Replace 6" Thick PCC Driveway	420	SF	$35.00	$14,700.00	$37.00	$15,540.00		$0.00
7	Remove and Replace ADA Accessible Curb Ramp	14	EA	$10,000.00	$140,000.00	$7,500.00	$105,000.00		$0.00
8	Demobilization	1	LS	$3,200.00	$3,200.00	$8,800.00	$8,800.00		$0.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$1,133,058.00**		**$1,024,563.00**		**$0.00**



City of Redlands

2025 Sidewalk & ADA Ramp Replacement Location Map

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2025 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. 400033

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

JUNE 2025

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2025 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. 400033

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

JUNE 2025

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2025 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. 400033

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NOTICE INVITING SEALED PROPOSALS (NIB)

For
2025 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. 400033

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 **July 9, 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: 2025 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. 400033.**

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

Jeanne Donaldson, City Clerk,
City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
2025 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. 400033

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: 2025 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. 400033

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" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

2025 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. 400033

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Bid Schedule Price)	LUMP SUM	N/A	$_____
2	Traffic and Pedestrian Control	LUMP SUM	N/A	$_____
3	Remove and Replace 4" Thick PCC Sidewalk	27,929 SF	$_____/SF	$_____
4	Remove and Replace 6" Thick PCC Sidewalk	1,395 SF	$_____/SF	$_____
5	New 4" Thick PCC Sidewalk	750 SF	$_____/SF	$_____
6	Remove and Replace 6" Thick PCC Driveway Approach	420 SF	$_____/SF	$_____
7	Remove and Replace ADA Curb Ramp	14 EA	$_____/EA	$_____
8	Demobilization	LUMP SUM	N/A	$_____
			BID SCHEDULE PRICE	**$_____**

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 Project No. 400033.

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. 400033 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. 400033, 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. 400033 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 20__, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2025 Sidewalk and ADA Replacement Project, Project No. 400033, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2025 Sidewalk and ADA Replacement Project, Project No. 400033 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within forty five (45) 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
2025 Sidewalk and ADA Replacement Project
Project No. 400033

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 2025 Sidewalk and ADA Replacement Project, Project No. 400033 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: ( )_____

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GENERAL CONDITIONS
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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way, the Contractor shall obtain their own Caltrans Encroachment Permit and pay all necessary permit and inspection fees as required by Caltrans.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions

associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location of said meetings. Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.
The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*
The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.
Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and

make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:
All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of

sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 [commencing with Section 16700] of Part 2 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

5-1.2 General.

The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*

Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called "Kick- Back Statute" (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:
The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be

submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage

- Coverage is primary and non-contributory
- If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to

indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were

caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:

To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;

4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter

Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the

Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.
Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall

begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

   In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between

barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right

to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor's property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.
Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per working day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of

information with “Trade Secret”, “Confidential”, or “Proprietary”. Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party’s own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City’s sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys’ fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*
No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*

"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:

"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:

Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

   Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

   All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved

dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where

the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.
300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work,"

with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds

per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6" FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9" FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12" FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall

be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.
Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

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

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage

facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and

Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)	■	■		
CURE PERIOD (2)			■	
MANHOLE ADJUST TO GRADE (3)				■
STRIPING & PAVEMENT MARKINGS (4)				■
TRAFFIC LOOPS (5)				■
NO PARKING SIGNS ALLOWED (6)	■	■		■

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of

0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.
Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. – *Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1” wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter,

spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or

legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10’ thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
“Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon).”

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE – GENERAL

1.1 SEQUENCING OF WORK

The Contractor shall submit the construction schedule in accordance with Section 01321 of these specifications.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Citywide events calendar 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.

2. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.

3. Only one (1) area may have construction activity at the same time, unless approved by the City. It is not permitted to do construction on both sides of the street simultaneously.

4. Any construction activity other than concrete removal and repair shall be scheduled by the contractor in any sequence but shall be approved by the City.

5. Utilities project (sewer & water) and paving project may be under construction concurrently. Detailed construction activities and construction schedule will be provided during weekly construction meetings.

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

SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Resurfacing operations;

2. Variations to accommodate night work;

3. All required detours;

4. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

5. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. On street parking, where currently available, shall be open to the public outside of working hours; and

    b. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans.

END OF SECTION

MSECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the 2025 Citywide Sidewalk and ADA Ramp Replacement Project No. 400033 for the City of Redlands, all in accordance with the Contract Documents.

B. The following maps and tables are made a part of these Contract Documents:

Title
Location Map
ADA Ramp Repair Data – 1 page
Area A Quantities – 1 page
Area A Map – 3 pages
Area B Quantities – 1 page
Area B Map – 2 pages
Area C Quantities – 1 page
Area C Map – 2 pages
Area D Quantities – 1 page
Area D Map – 2 pages
Area E Quantities – 1 page
Area E Map – 4 pages
Area F Quantities – 1 page
Area F Map – 2 pages
Area G Quantities – 1 page
Area G Map – 1 page

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 2025 Citywide Sidewalk and ADA Ramp Replacement Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing construction materials, mobilization, traffic and pedestrian control, erosion control, sawcutting, removal and replacement of varying thickness of PCC pavement (sidewalk, driveways, and ADA curb ramps), clearing and grubbing, root cutting, root grinding, grading, irrigation and curb repair, compaction, dust control, information signs, and survey monument

preservation as required. Sidewalk shall match existing width and appearance of adjacent areas, including score lines and finish and restore all areas to pre-construction conditions.

2. The Contractor shall, upon completion of the sidewalk and ADA curb ramp replacement and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by the Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete sidewalk and ADA curb ramps and appurtenances, including restoring all areas to pre-construction conditions.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule price.

2. Traffic and Pedestrian Control, Bid Item 2:

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 and maintenance of traffic control items noted within the plan. Traffic and pedestrian control shall be in accordance with the approved traffic control plan 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 payment.

3. Remove and Replace 4" Thick Sidewalk, Bid Item 3:

Item includes, but is not limited to, the removal and replacement of 4" thick PCC (560-C-3250) sidewalk. The top 4" of subgrade shall be compacted to 95% relative compaction, in accordance with the project plans and specifications. Sidewalk replacement will occur at various locations throughout the City, with a combined area totaling 27,929 square feet. It is estimated that at least 50% of these locations exhibit damage due to tree root intrusion.

Bid Item 3 includes, but is not limited to, erosion control, sawcutting, removal of sidewalk of varying thickness, earthwork, and compaction as required for the construction of new 4" thick concrete sidewalk. The new sidewalk shall match the existing width and appearance of adjacent areas, including score lines and surface finish. Work also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, informational signs, survey monument preservation, and removal of vegetation, rubbish, and utilities required for the proposed improvements under this item.

Contractor shall note that on two streets (McKinley Drive and Harding Drive), the sidewalk terminates directly at the edge of the street with no curb or gutter. At these locations, there is no space between the sidewalk and the asphalt. The new sidewalk shall be constructed to match existing field conditions, providing a flush transition between the edge of the sidewalk and the adjacent pavement.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, materials, equipment, and incidentals required, with no additional compensation or work allowed. No partial payment for sidewalk removal and replacement will be made.

4. Remove and Replace 6" Thick Sidewalk, Bid Item 4:

Item includes but is not limited to the removal and replacement of 6" thick PCC (560-C-3250) sidewalk, compact top 6" to 95% compaction as specified on the project plans and specifications. Remove and replace sidewalk at various locations throughout the City. The various locations through the City have a combined area of 1,395 square feet of 6" thick sidewalk.

Bid item 4 includes but is not limited to erosion control, sawcutting, removal of varying thickness sidewalk, earthwork and compaction as required for the construction of new 6" thick concrete sidewalk. Sidewalk shall match existing width and appearance of adjacent areas, such as score lines and finish. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

5. Construct New 4" Thick PCC Sidewalk, Bid Item 5:

Item includes but is not limited to construction of 4" Thick PCC Sidewalk (560-C-3250), compact top 4" to 95% compaction as specified on the project plans and specifications; construction surveying, potholing existing utilities, construction staking, traffic control, dust control, grading, removal of all trash, organics and concrete/asphalt grindings to prepare the surface for proposed improvements, compaction and export. Item shall include all clearing and grubbing per Section 300-1 of the General Conditions. Grading and shaping shall conform to Section 300, 301, and 302 of the General Conditions.

Bid item 5 includes but is not limited to erosion control, sawcutting, earthwork and compaction as required for the construction of new 4" thick concrete sidewalk. Sidewalk shall match existing width and appearance of adjacent areas, such as score lines and finish. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, 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, materials, equipment and incidentals required, with no additional compensation or work allowed. No partial payment for sidewalk removal and replacement will be released.

6. Remove and Replace 6" Thick Driveway Approach, Bid Item 6:

Bid item 6 includes but is not limited to the re-construction of existing concrete driveway approach, including adjacent curb and/or gutter. Driveway approach shall be re-constructed per APWA Standard Detail 110-2 and City of Redlands Standards and shall join to existing. Also, 6-inch thick class II aggregate base shall be placed and compacted to 95% relative compaction under 6" thick driveway approaches. Item also includes all necessary dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, 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.

7. Remove and Replace ADA Accessible Curb Ramp, Bid Item 7:

Bid Item 7 includes but is not limited to earthwork, curb 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 dust control, clearing, grubbing, grading, irrigation repair, information signs, survey monument preservation, 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 bid item shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required.

8. Demobilization Bid Item 8:

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.

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**

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

Contractor Name
Address
Address
Phone :

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM		QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$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			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$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 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

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 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1" inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) 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																				
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

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						

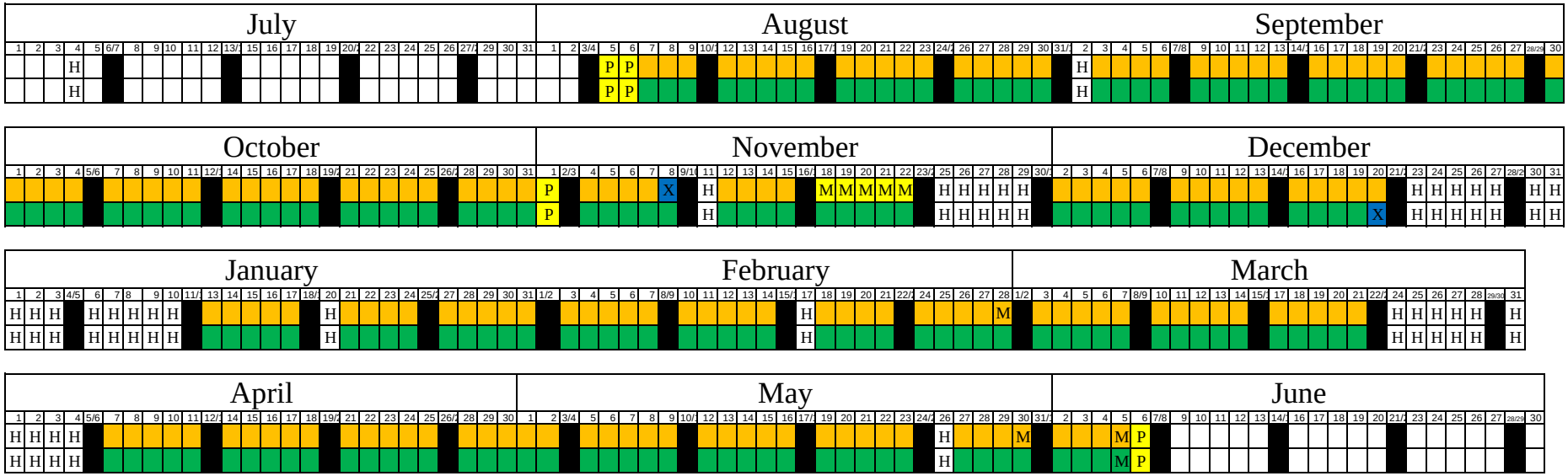
DECEMBER

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

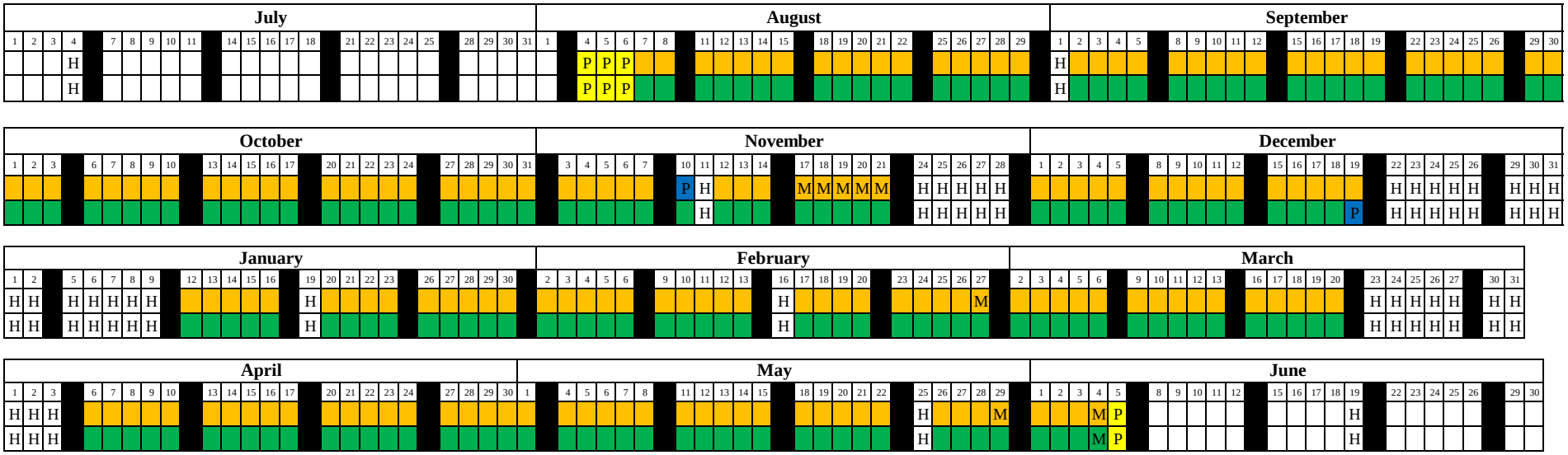
H - Holidays - NO ATTENDANCE

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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Redlands Unified School District
Student Attendance Calendar (All Schools)
2025-2026 School Year



Holidays (No Students in Attendance)	
Independence Day	July 4
Labor Day	September 1
Veteran's Day	November 11
Thanksgiving Break	November 24 - 28
Winter Break	December 22 - January 9
Martin Luther King, Jr. Day	January 19
Presidents' Day	February 16
Spring Break	March 23 - April 3
Memorial Day	May 25
Juneteenth	June 19

End of Quarter Dates	
Quarter 1	October 3 (42 days)
Quarter 2	December 18 (47 days)
Quarter 3	March 20 (48 days)
Quarter 4	June 4 (43 days)

End of Trimester Dates	
Trimester 1	October 31 (61 days)
Trimester 2	February 27 (61 days)
Trimester 3	June 4 (58 days)

End of Semester Dates	
Semester 1	December 19 (89 days)
Semester 2	June 4 (91 days)

Attendance Days	
Students	180
Teachers	185

Elementary
Secondary

H Holiday (No Students in Attendance)
M Minimum Day (Conferences/Report Card Preparation)
P Staff Professional Day (No Students in Attendance)

Board Approved: 04/22/25

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APPENDIX C

STANDARD DRAWING

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

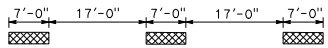
REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

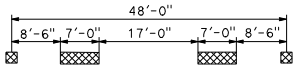
TO ACCOMPANY PLANS DATED _____

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



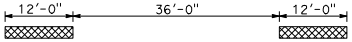
DETAIL 2



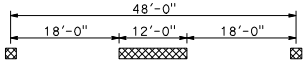
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DETAIL 5



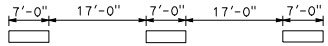
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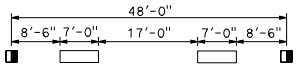
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LANELINES
(MULTILANE HIGHWAYS)

DETAIL 8

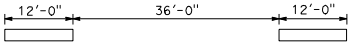


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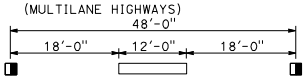
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DETAIL 11



LANELINES (Cont)
(MULTILANE HIGHWAYS)

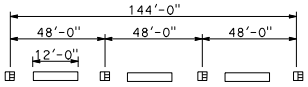
DETAIL 12



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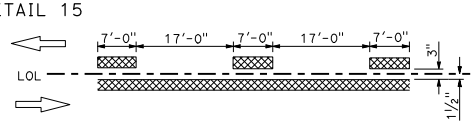
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DETAIL 14A

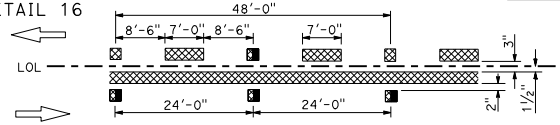


NO PASSING ZONES-ONE DIRECTION

DETAIL 15

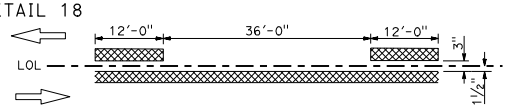


DETAIL 16

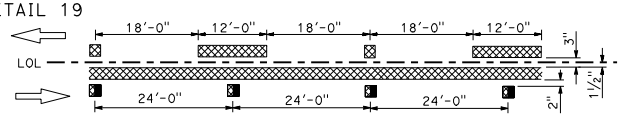


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DETAIL 18



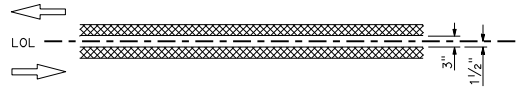
DETAIL 19



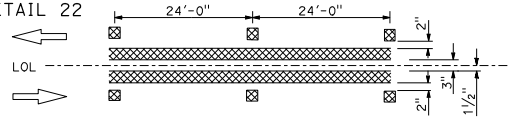
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NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND

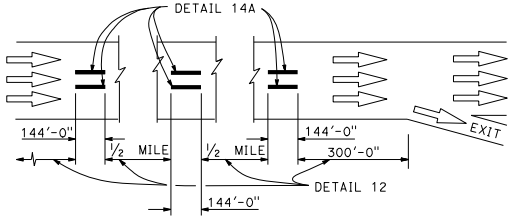
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

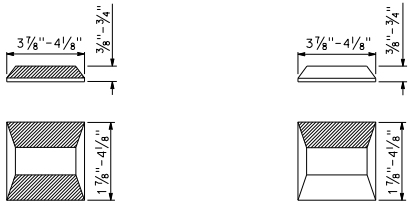
LINES

- 6" WHITE
- 6" YELLOW

TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



MARKER DETAILS



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20A DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20A
DATED OCTOBER 30, 2015 - PAGE 12 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20A

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

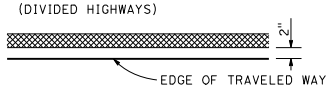
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TO ACCOMPANY PLANS DATED _____

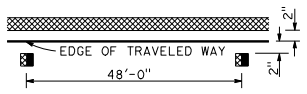
LEFT EDGELINES

(DIVIDED HIGHWAYS)

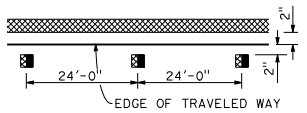
DETAIL 24



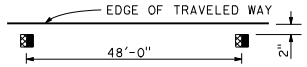
DETAIL 25



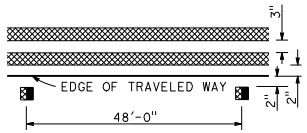
DETAIL 25A



DETAIL 26

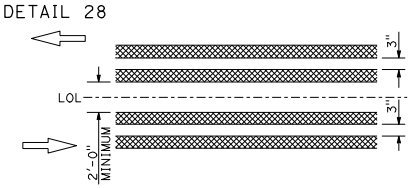


DETAIL 27

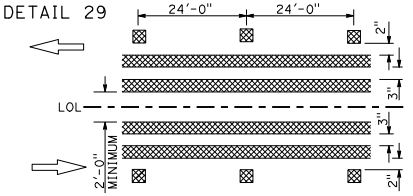


MEDIAN ISLANDS

DETAIL 28



DETAIL 29

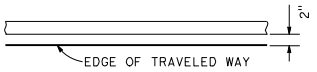


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RIGHT EDGELINES

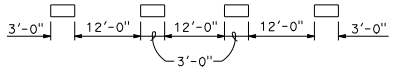
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DETAIL 27B



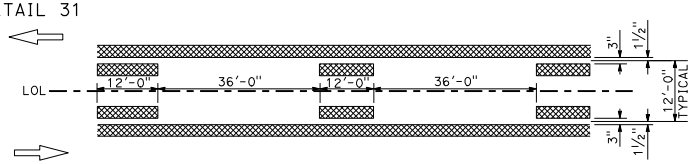
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

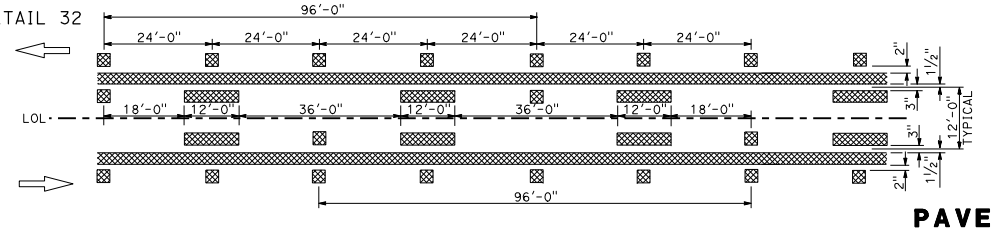


TWO-WAY LEFT TURN LANES

DETAIL 31



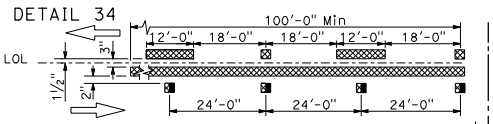
DETAIL 32



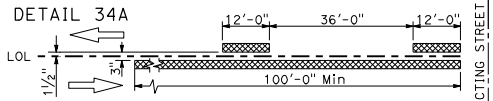
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INTERSECTION TREATMENTS

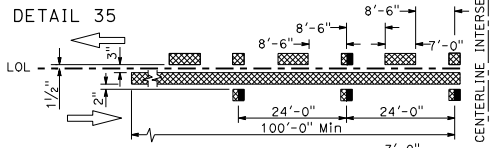
DETAIL 34



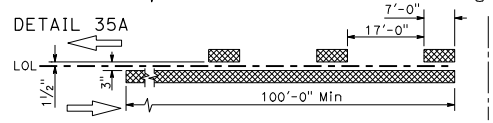
DETAIL 34A



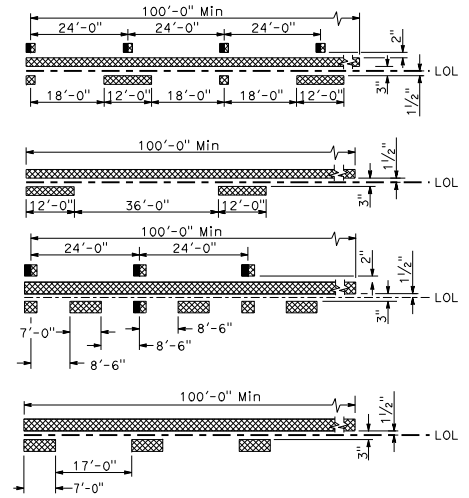
DETAIL 35



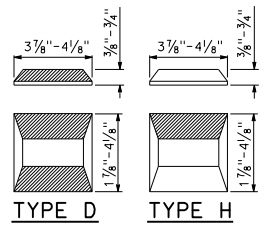
DETAIL 35A



CENTERLINE INTERSECTING STREET



MARKER DETAILS



LEGEND

MARKERS

- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20B DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20B
DATED OCTOBER 30, 2015 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20B

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

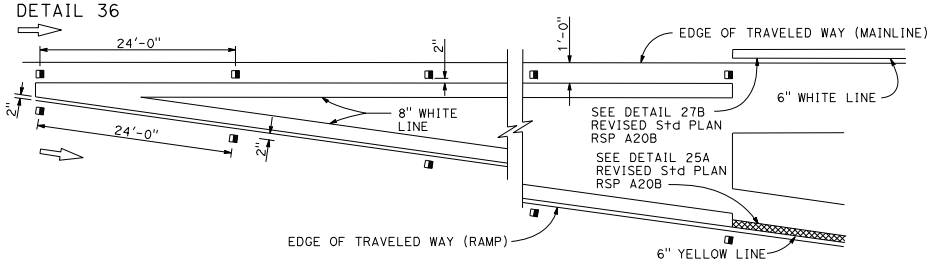
REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED _____

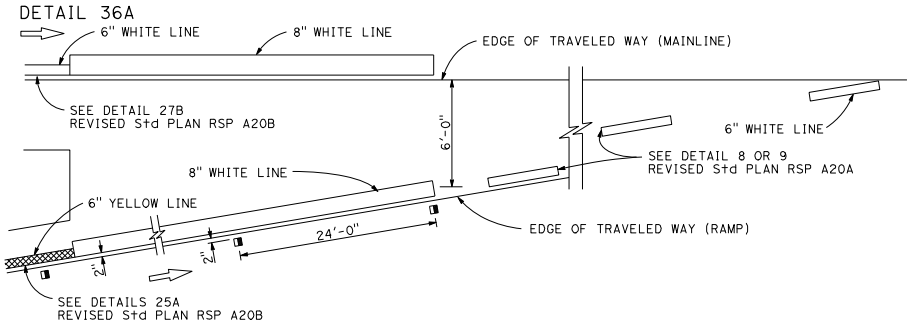
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



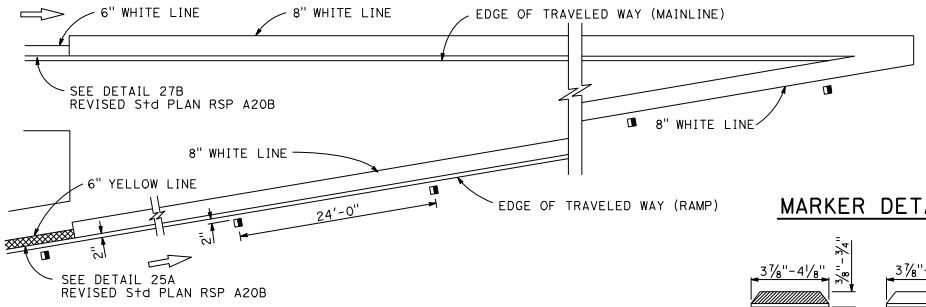
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B

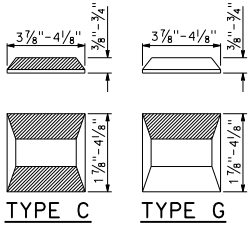


LEGEND:

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE

MARKER DETAILS

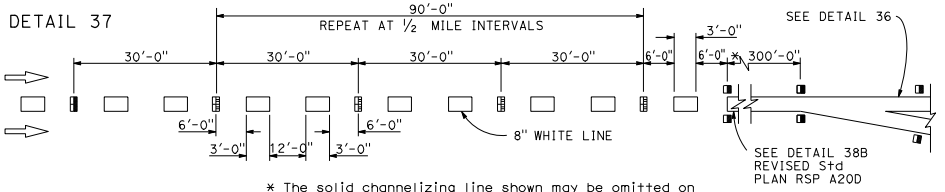


TYPE C TYPE G

RETROREFLECTIVE FACE

LANE DROP AT EXIT RAMPS

DETAIL 37

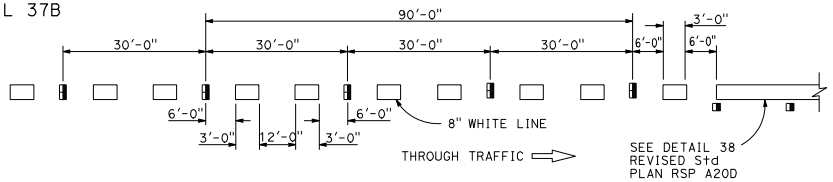


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~DETAIL 37A~~ DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS

DETAIL 37B



~~DETAIL 37C~~ DETAIL 37C DELETED

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20C DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20C DATED OCTOBER 30, 2015 - PAGE 14 OF THE STANDARD PLANS BOOK DATED 2015.

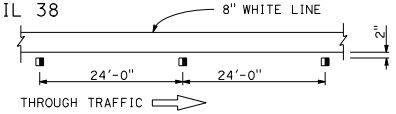
REVISED STANDARD PLAN RSP A20C

3-21-17

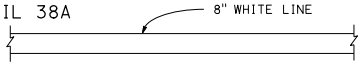
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CHANNELIZING LINE

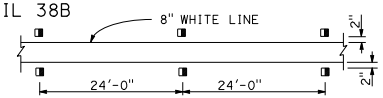
DETAIL 38



DETAIL 38A



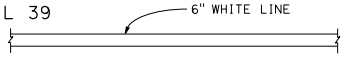
DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

BIKE LANE LINE

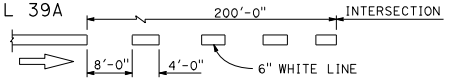
DETAIL 39



INTERSECTION LINE

BIKE LANE

DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 40



~~DETAIL 40A~~ DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41



~~DETAIL 41A~~ DETAIL 41A DELETED

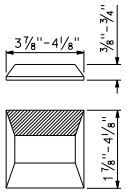
LEGEND

MARKERS

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

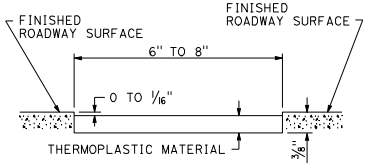
6" YELLOW LINE

MARKER DETAILS



TYPE G

RETROREFLECTIVE FACE



DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

RECESSED THERMOPLASTIC NOTES

A. See typical traffic line details for pavement marking patterns.

B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

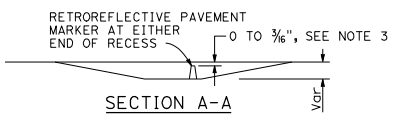
Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

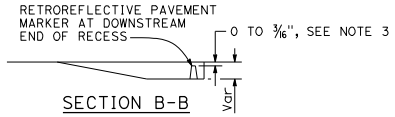
REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

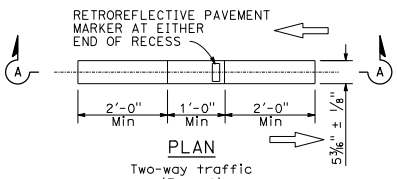
TO ACCOMPANY PLANS DATED _____



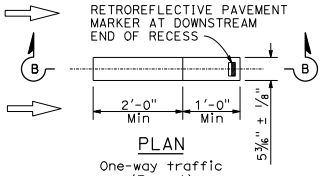
SECTION A-A



SECTION B-B

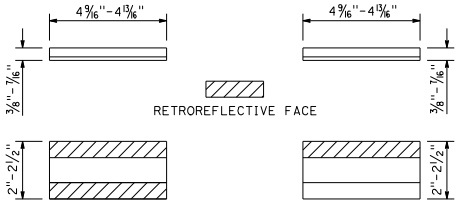


PLAN
Two-way traffic
(Type 2)



PLAN
One-way traffic
(Type 1)

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

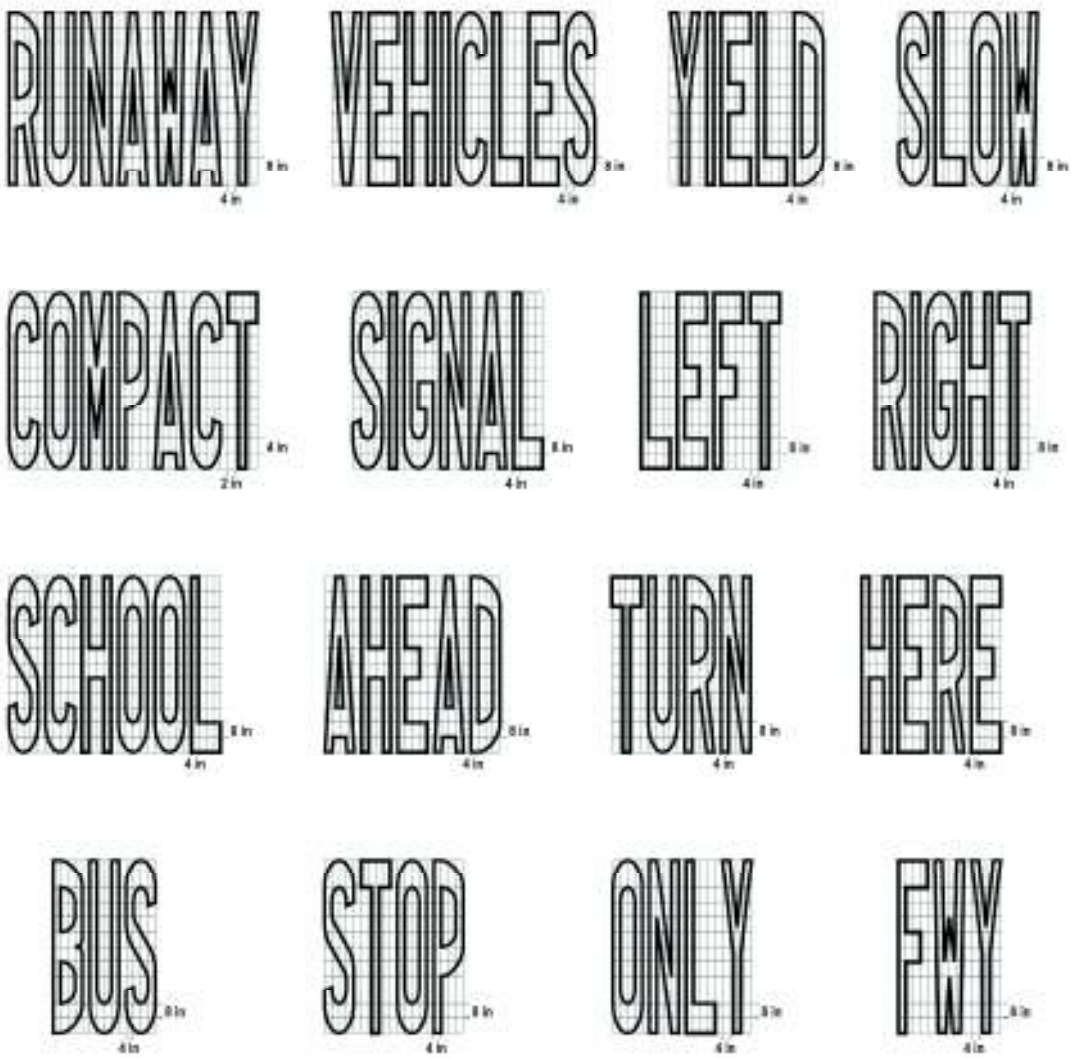
NO SCALE

RSP A20D DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20D
DATED OCTOBER 30, 2015 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20D

3-13-17

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 1 of 2)

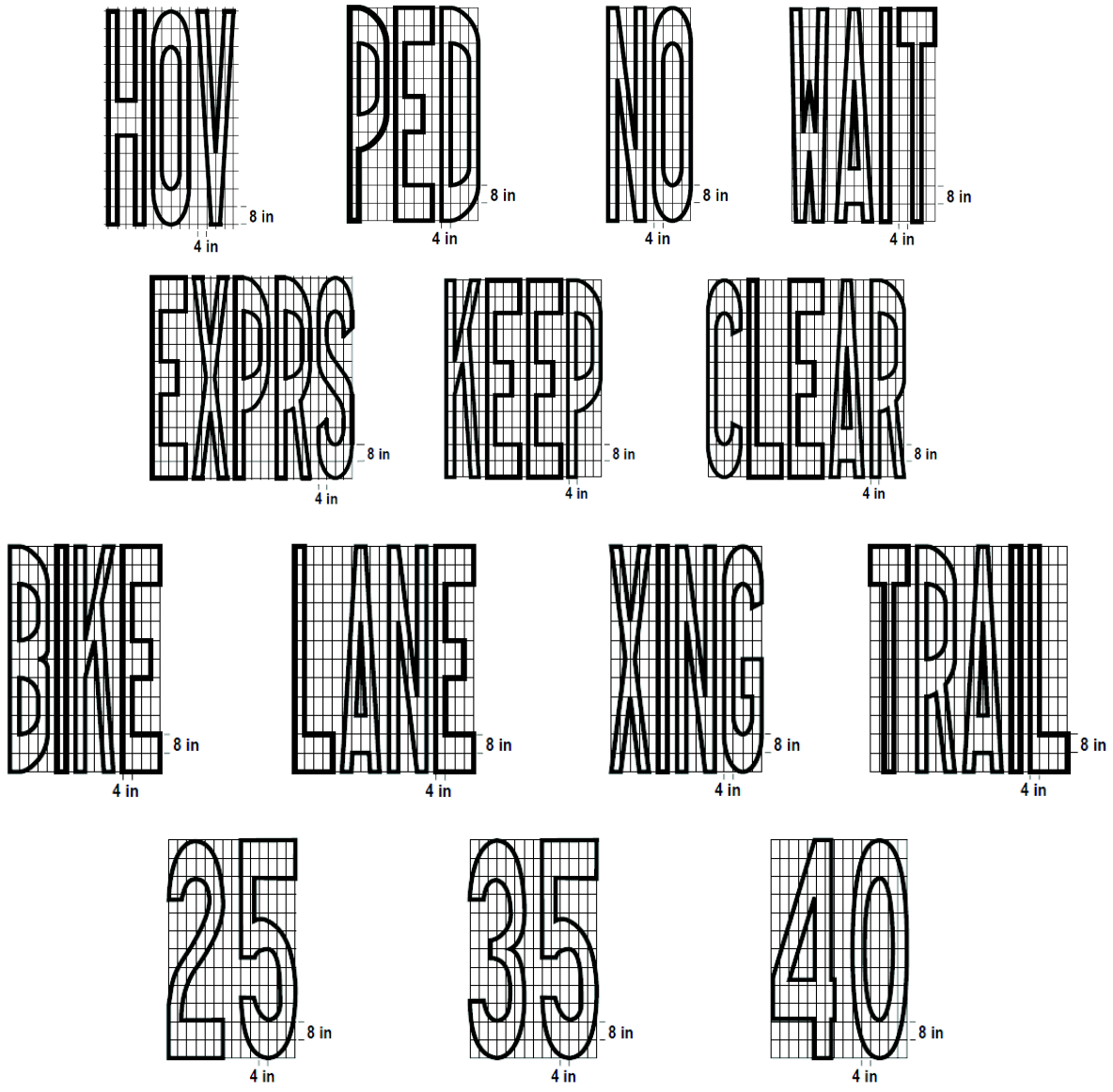


NOT TO SCALE

NOTES:

1. **All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.**
2. **The design details for various words are also shown in Department of Transportation's Standard Plans.**

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 2 of 2)

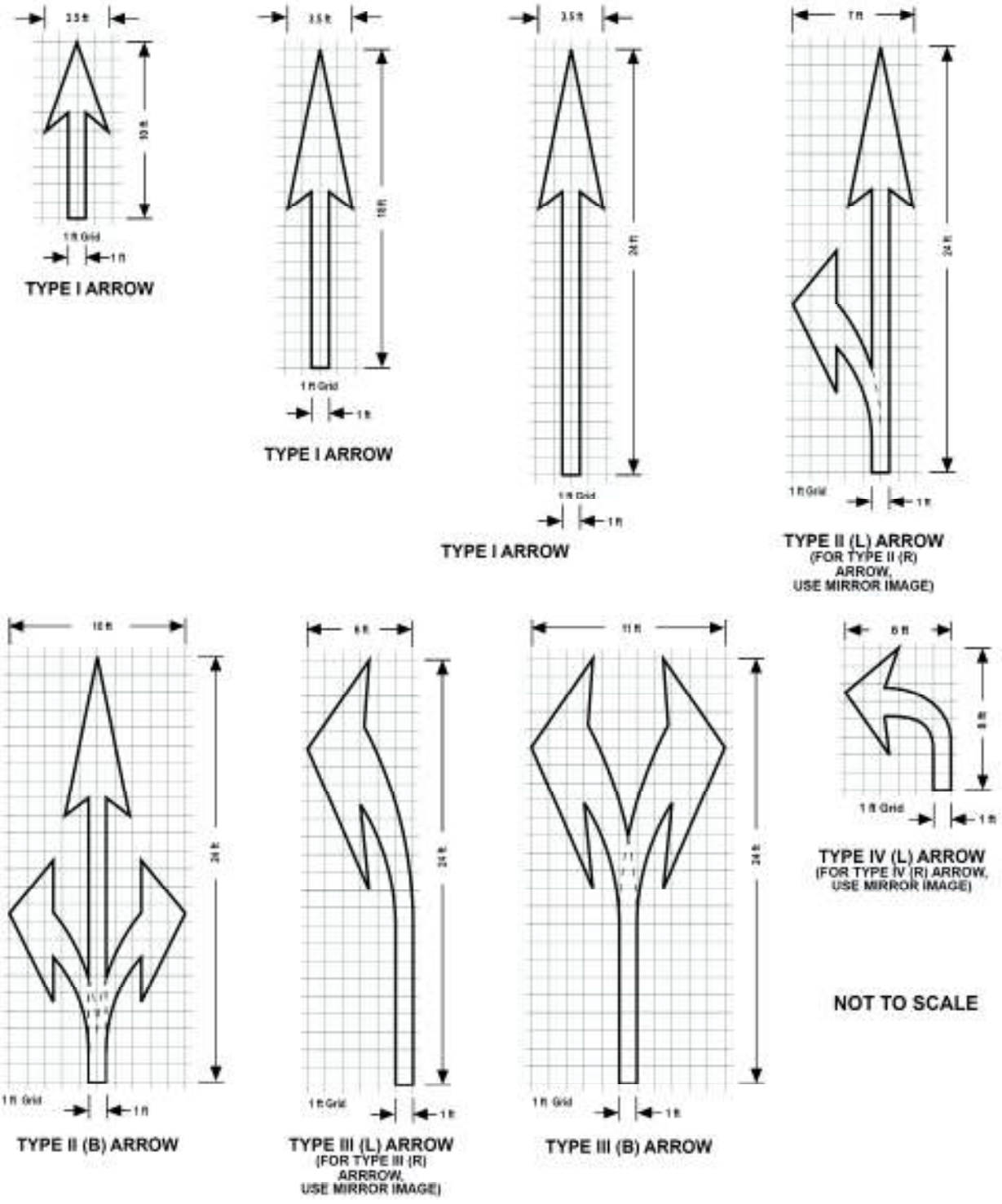


NOT TO SCALE

NOTES:

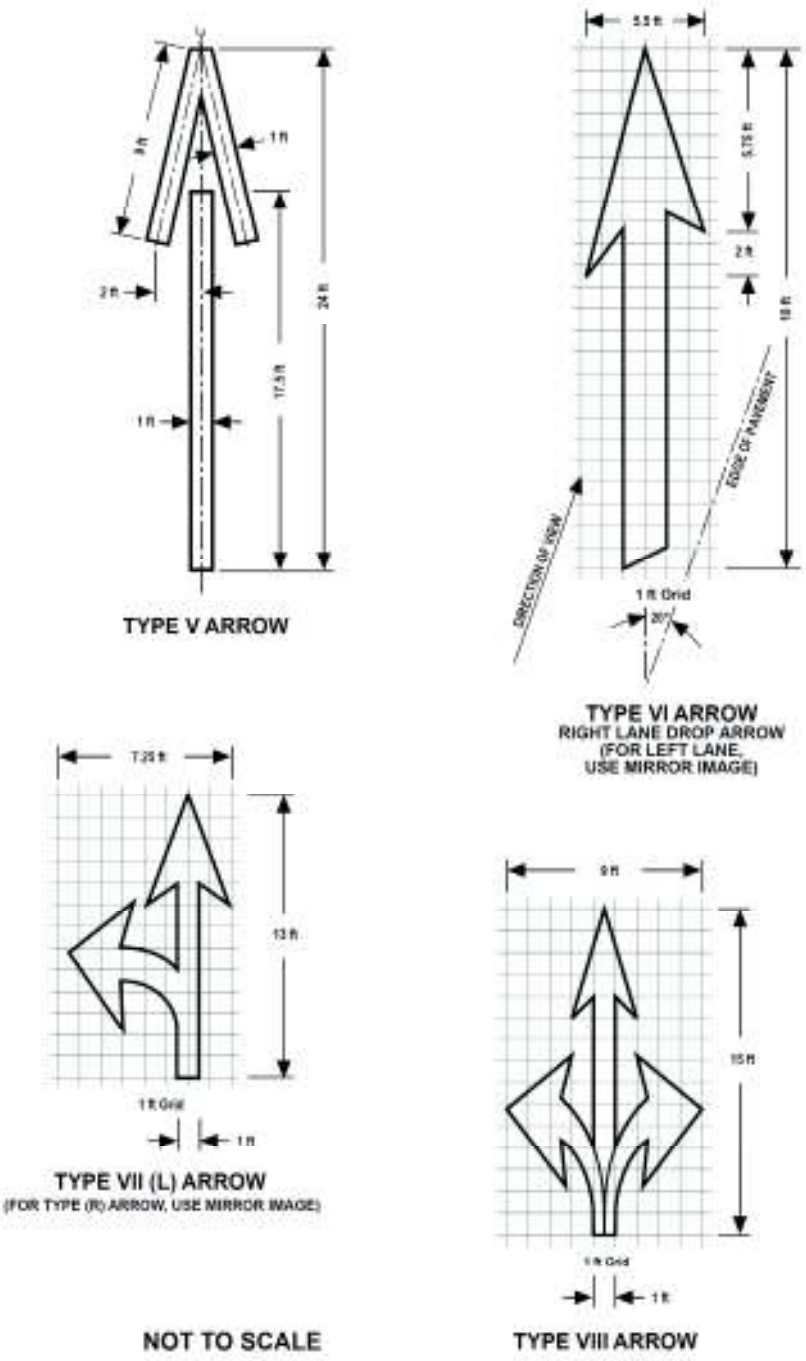
1. All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.
2. The design details for various words are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 1 of 8)



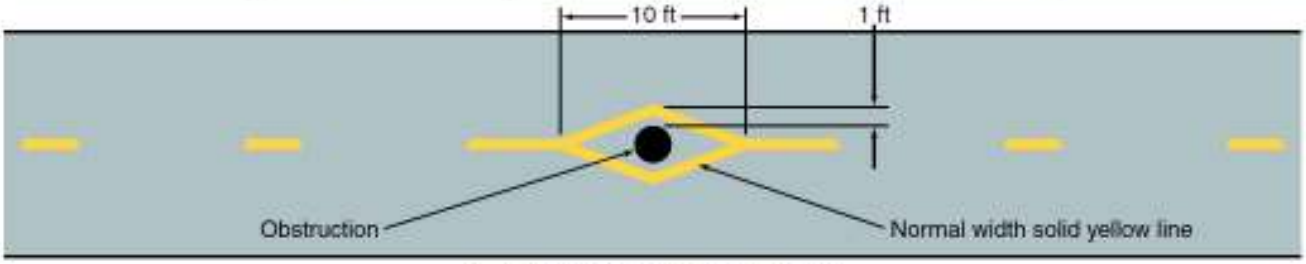
NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 2 of 8)

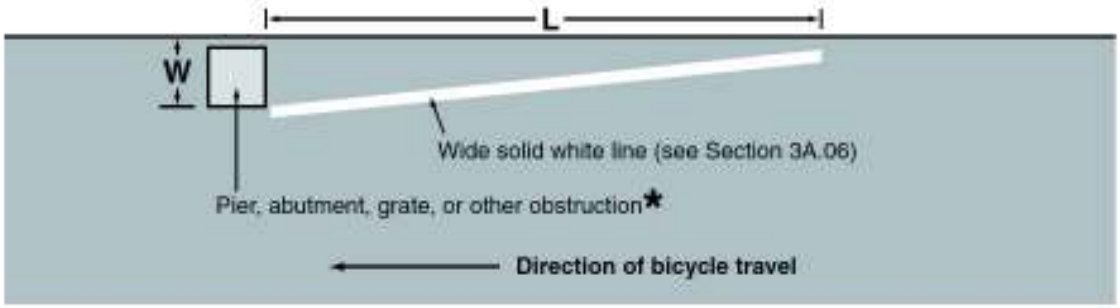


NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 9C-8. Examples of Obstruction Pavement Markings



A - Obstruction within the path

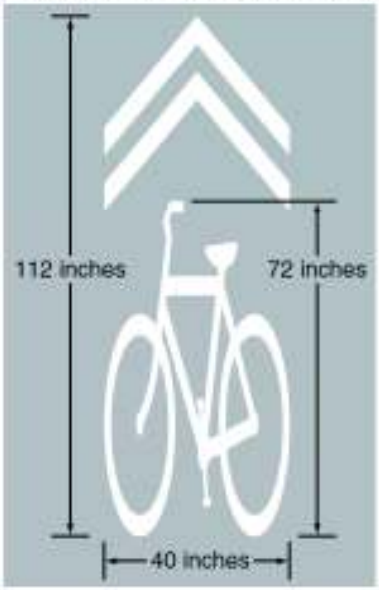


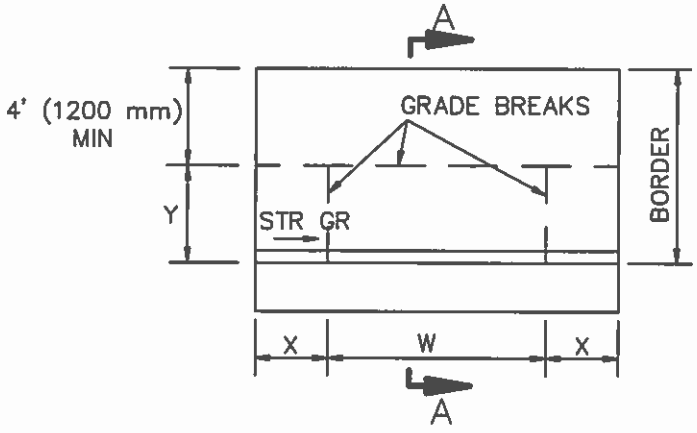
B - Obstruction at edge of path or roadway

L = WS, where W is the offset in feet and S is bicycle approach speed in mph

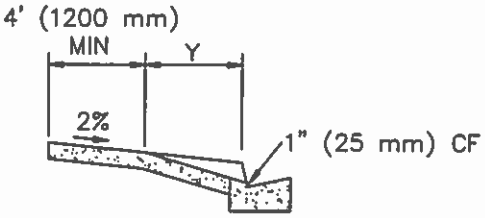
★ Provide an additional foot of offset for a raised obstruction and use the formula L = (W+1) S for the taper length

Figure 9C-9. Shared Lane Marking



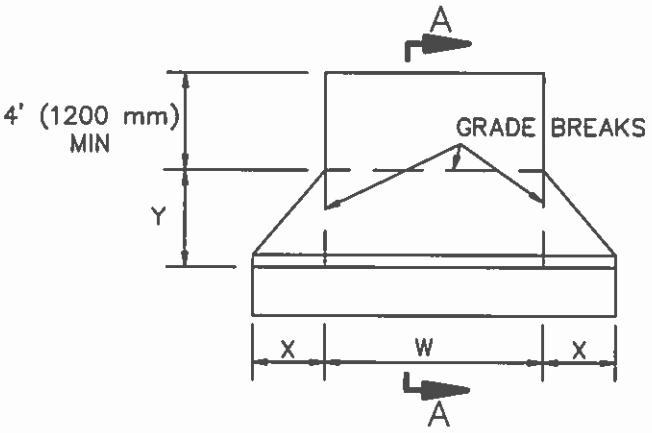


TYPE A

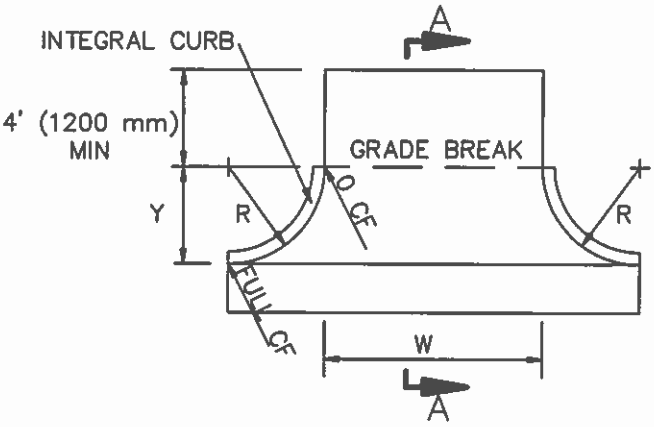


SECTION A–A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'–0" (900)	4'–0" (1200)
7" (175)	3'–6" (1050)	4'–9" (1425)
8" (200)	4'–0" (1200)	5'–8" (1700)
9" (225)	4'–6" (1350)	6'–6" (1950)
10" (250)	5'–0" (1500)	7'–3" (2175)
11" (275)	5'–6" (1650)	8'–0" (2400)
12" (300) or more	6'–0" (1800)	8'–9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. 560-3250-C CONCRETE TO BE USED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% UNDER 6" THICK DRIVEWAY APPROACHES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

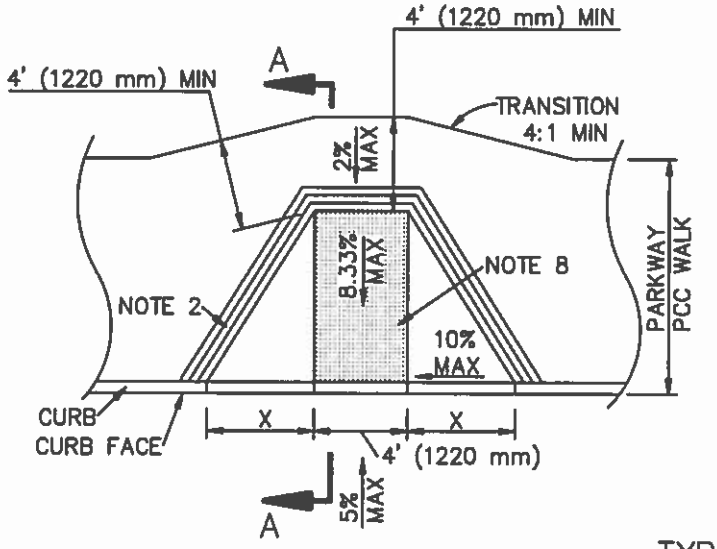
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

DRIVEWAY APPROACHES

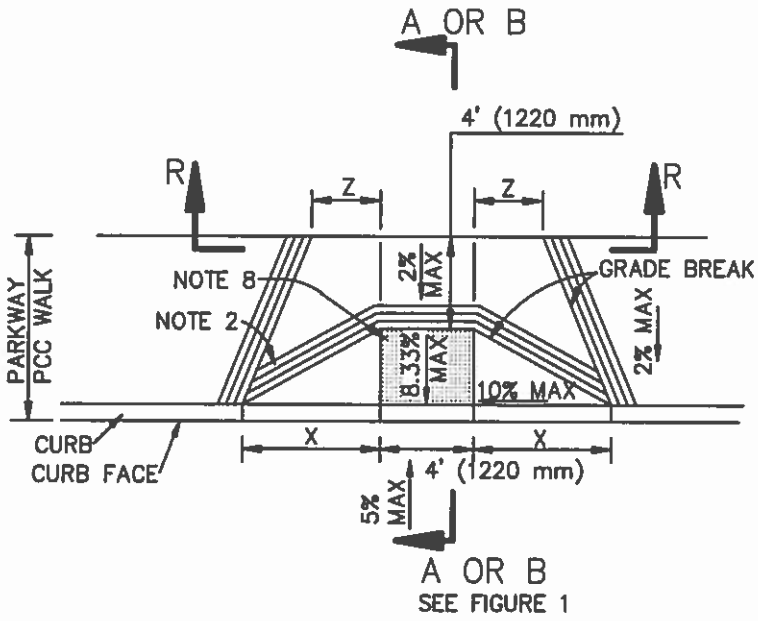
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 110–2

SHEET 1 OF 1



TYPE 1

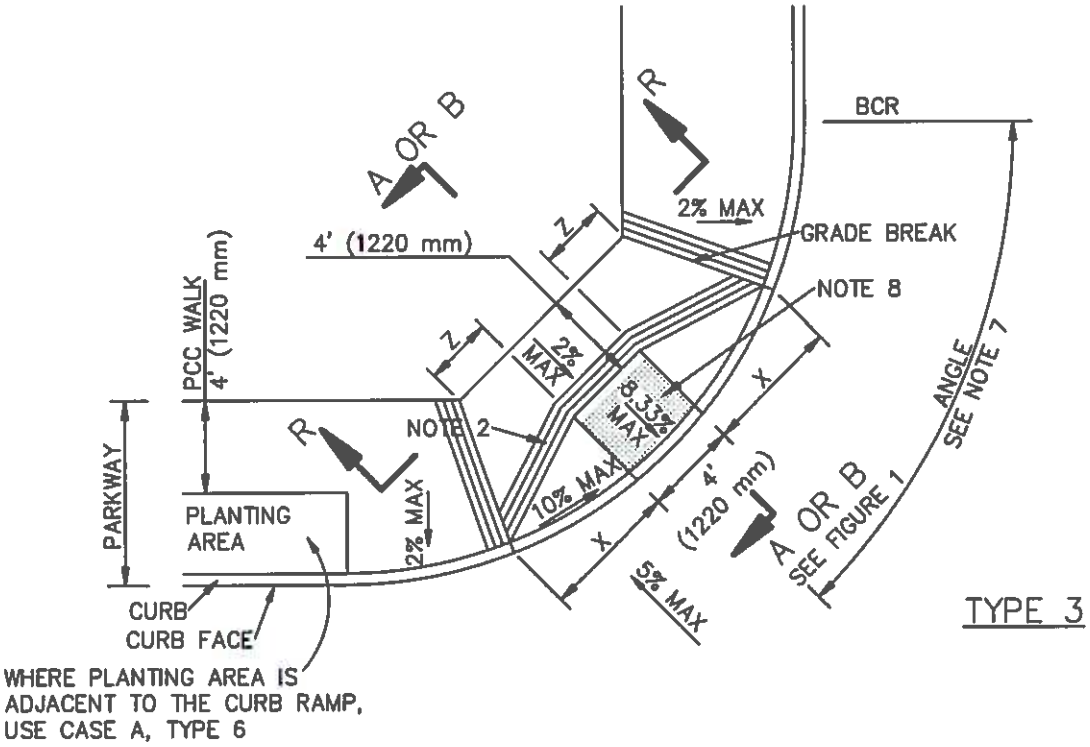


TYPE 2

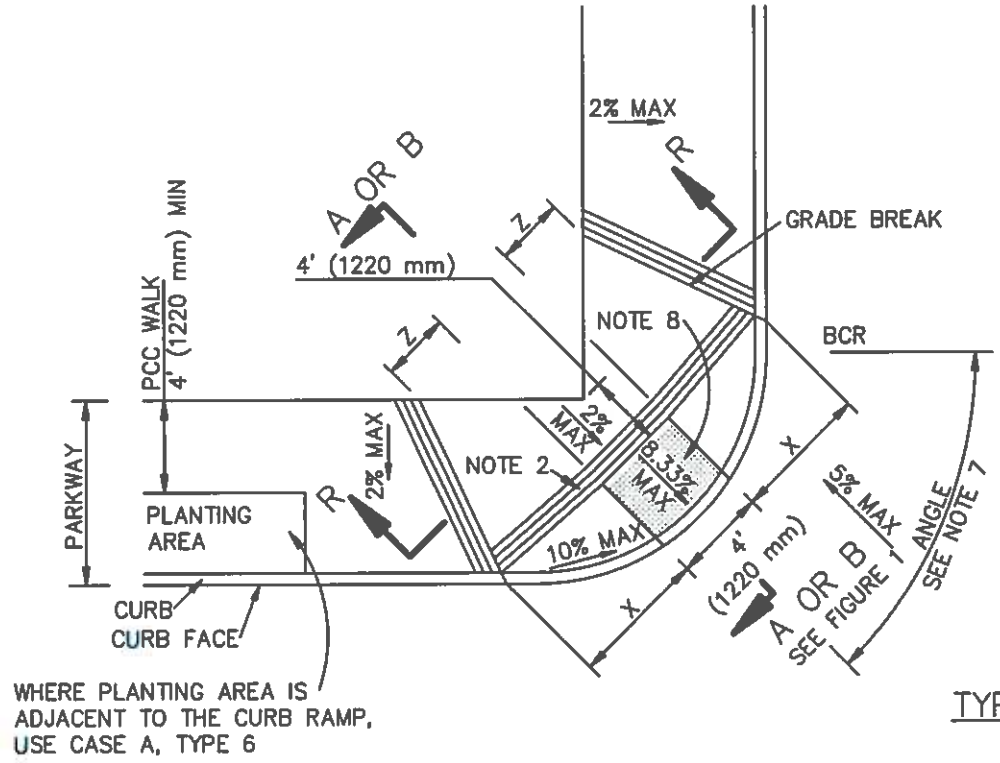
CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1998, 2000, 2005, 2009, 2013	**CURB RAMP**	STANDARD PLAN **111-5**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 10



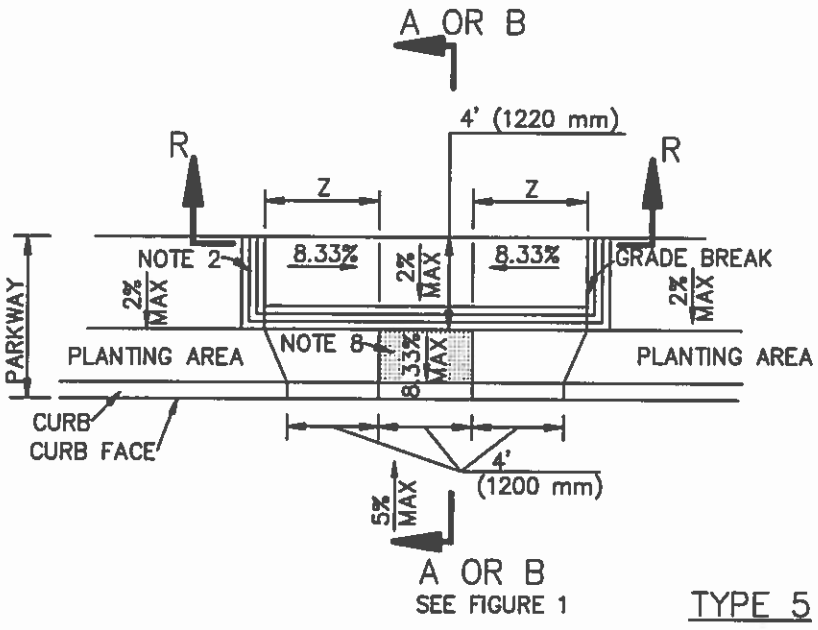
TYPE 3



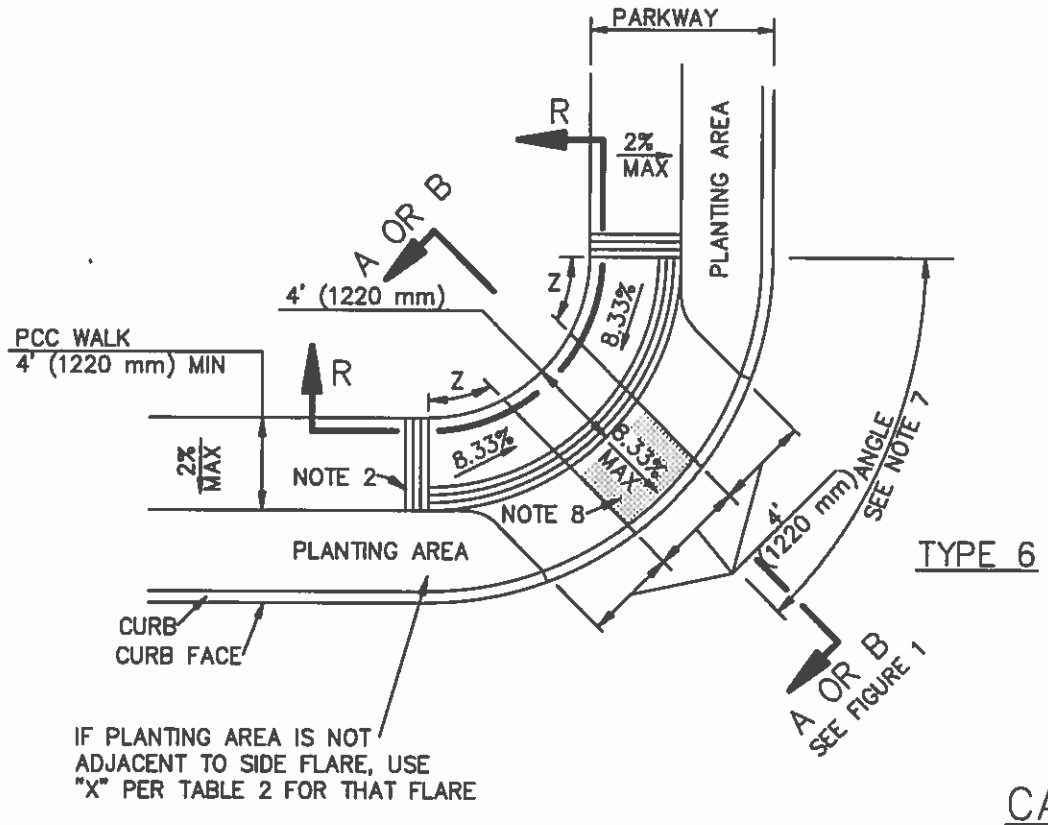
TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	SHEET 2 OF 10



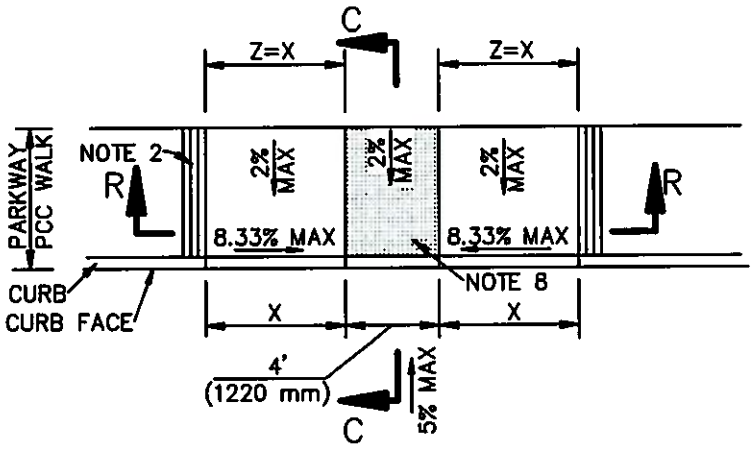
TYPE 5



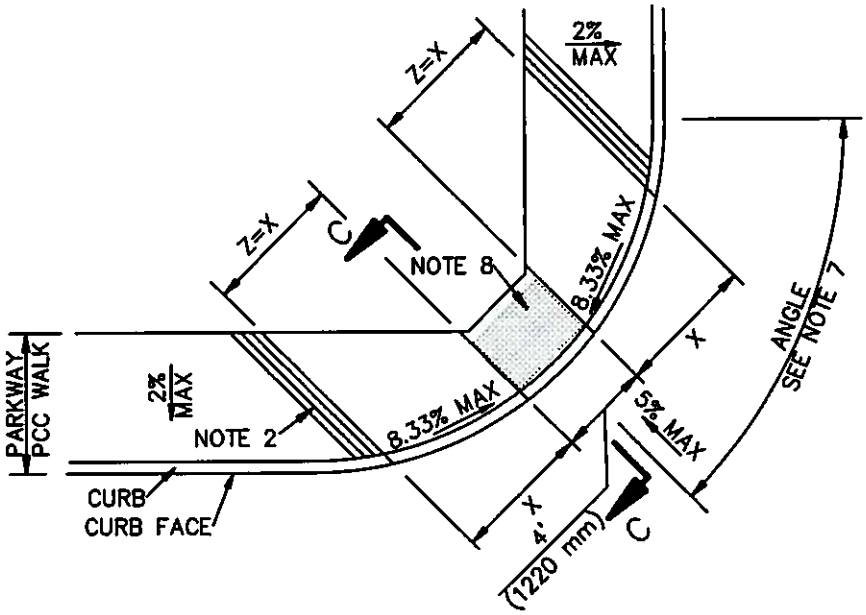
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 3 OF 10



TYPE 1

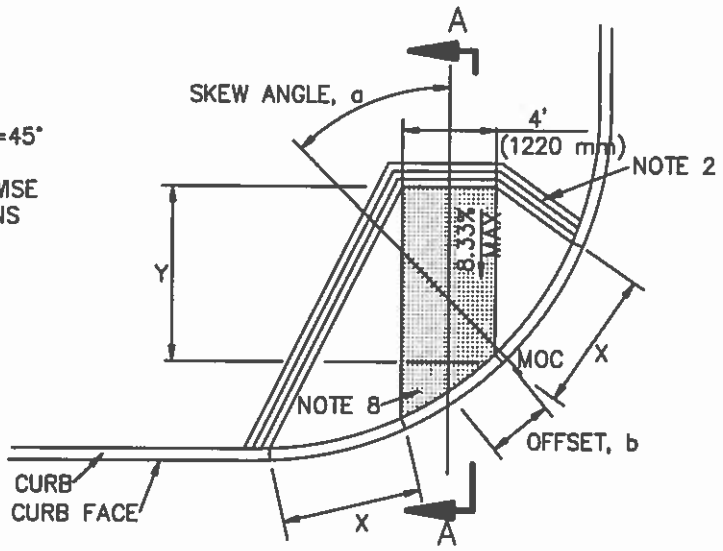


TYPE 2

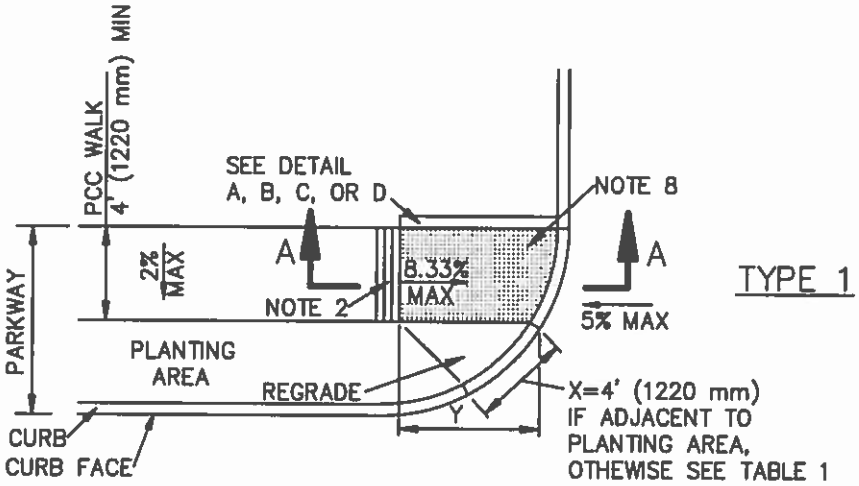
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5 SHEET 4 OF 10
CURB RAMP	

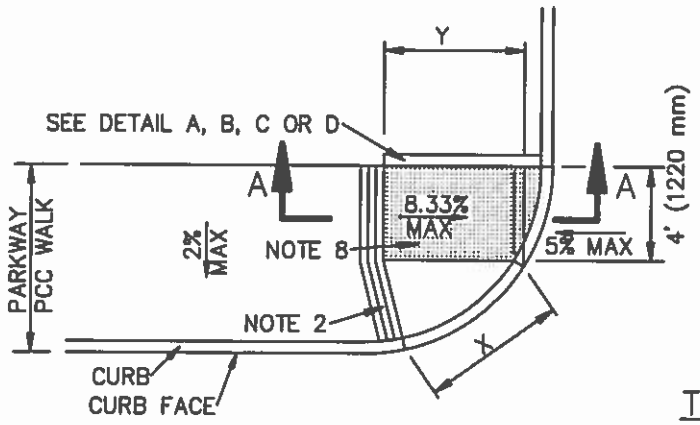
SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



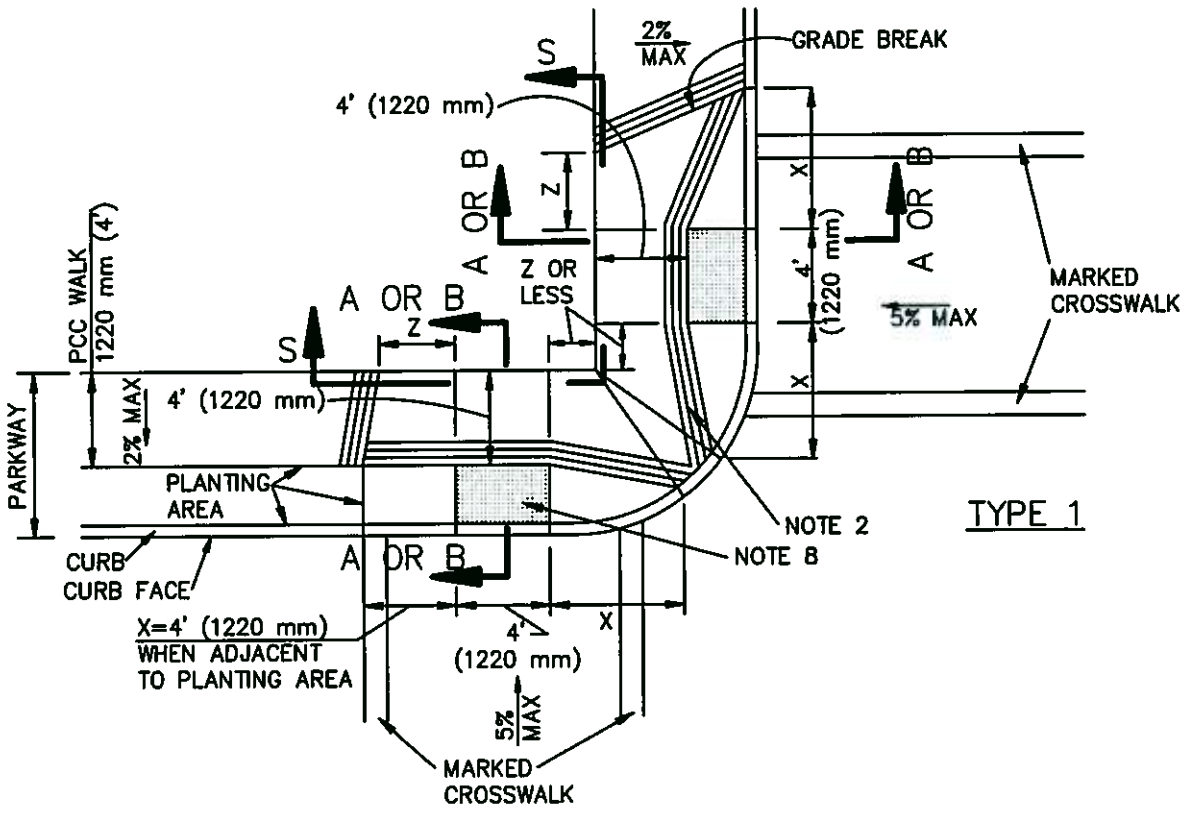
TYPE 1

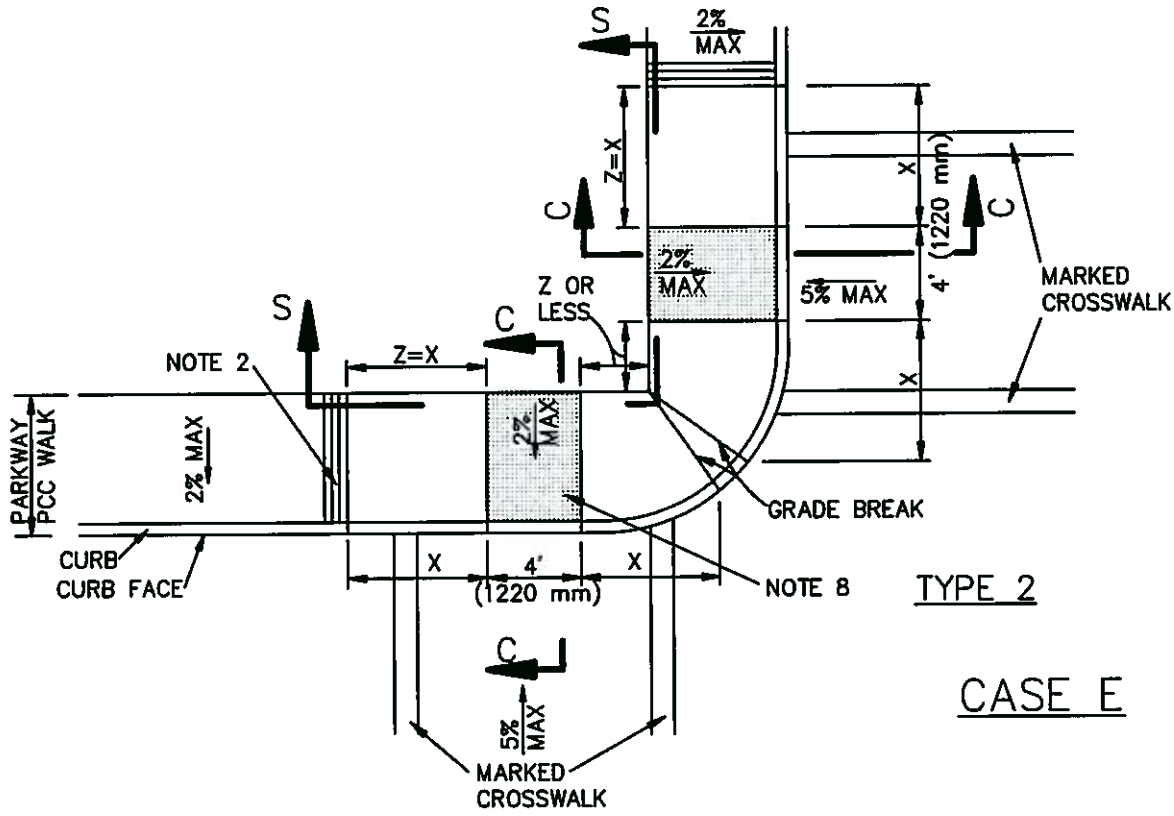


TYPE 2

CASE D

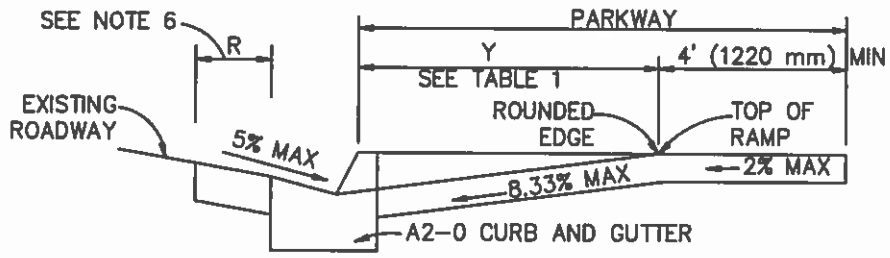
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 5 OF 10





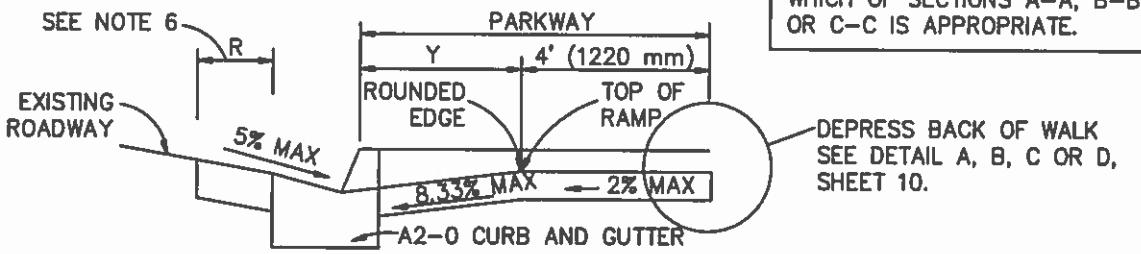
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111-5
CURB RAMP	SHEET 6 OF 10

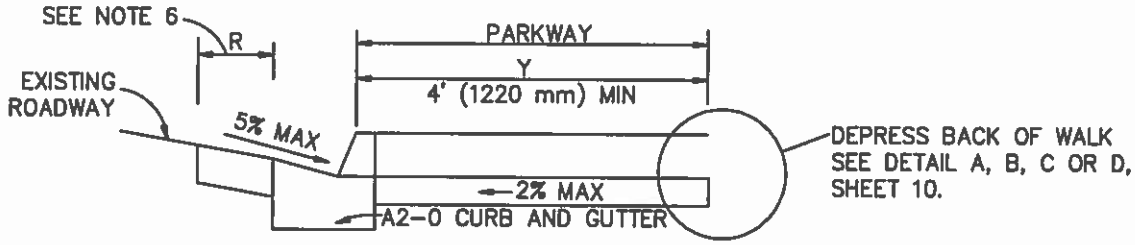


SECTION A–A

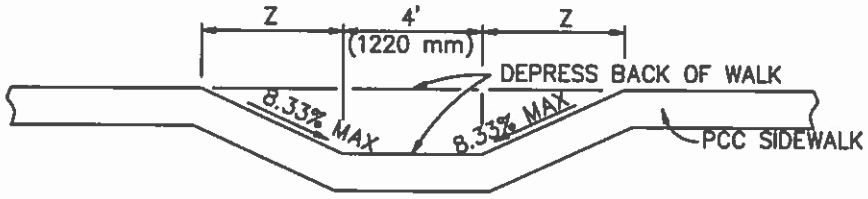
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A–A, B–B OR C–C IS APPROPRIATE.



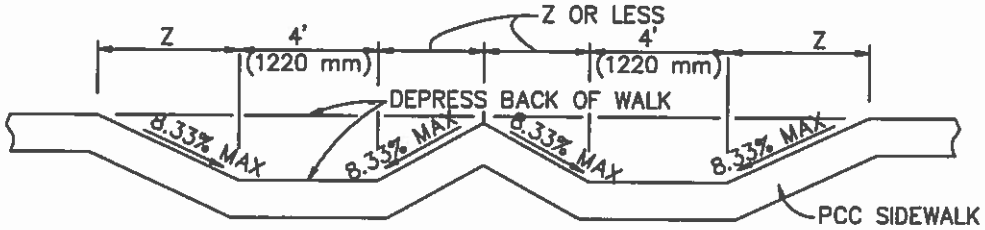
SECTION B–B



SECTION C–C



SECTION R–R



SECTION S–S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 7 OF 10

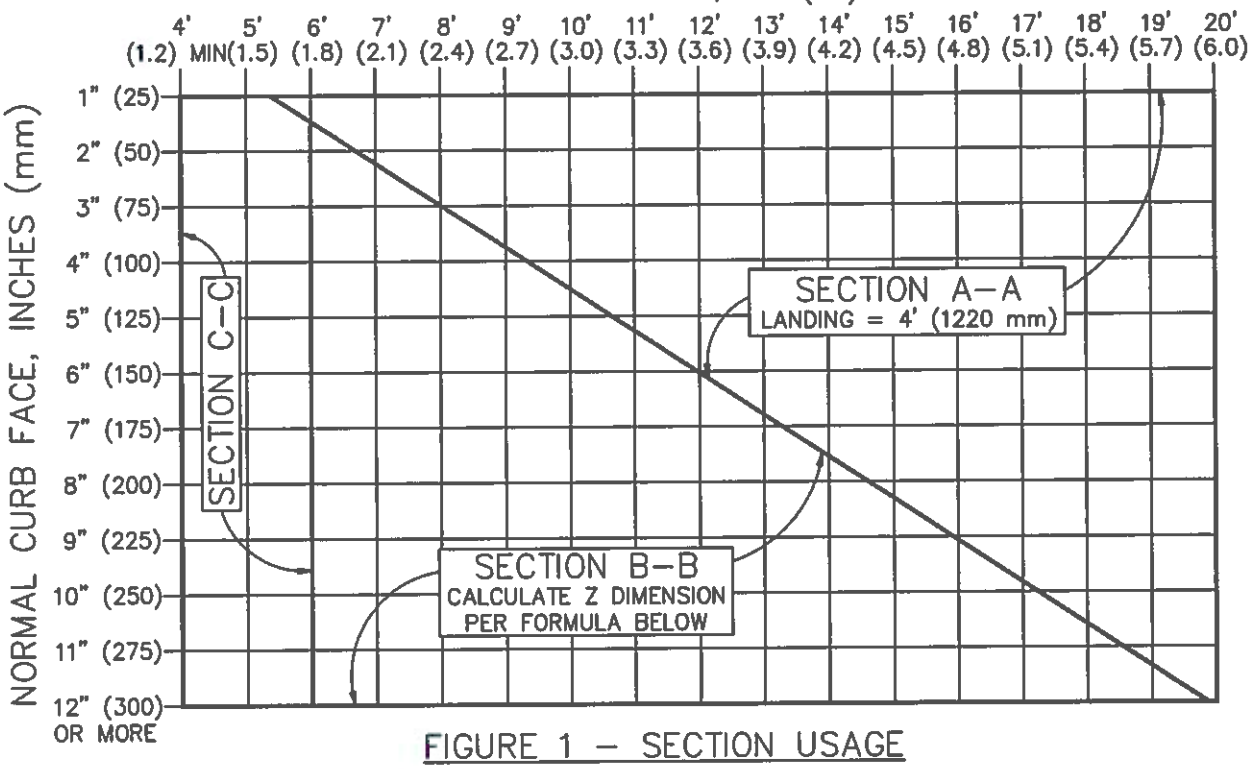


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y–Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

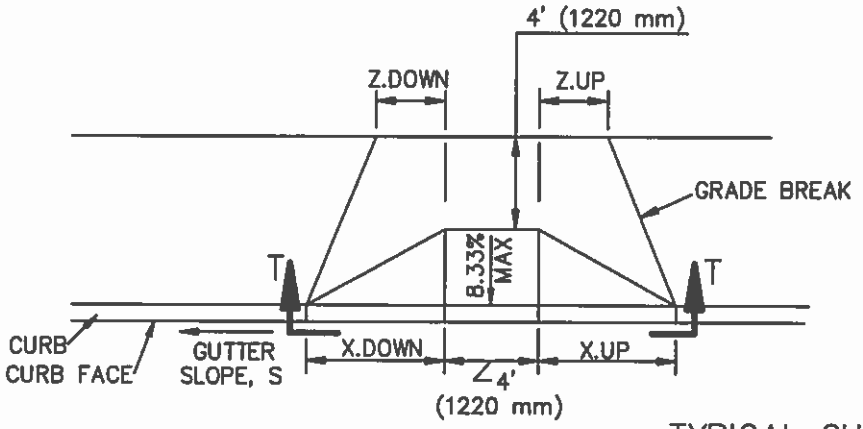
TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

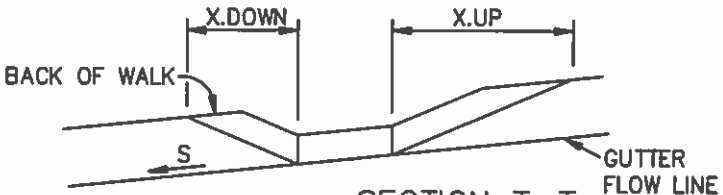
W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

IF (Y+L) < W, THEN Z = 0

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

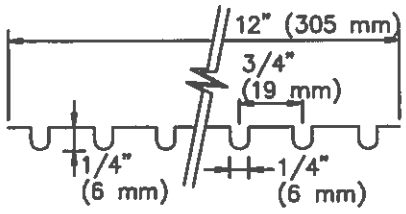
FOR EXAMPLE, X.DOWN = X x K.DOWN

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

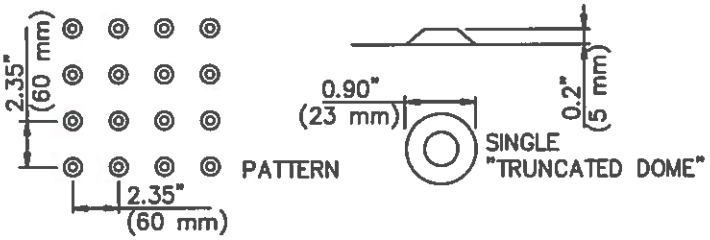
TABLE 2 – SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

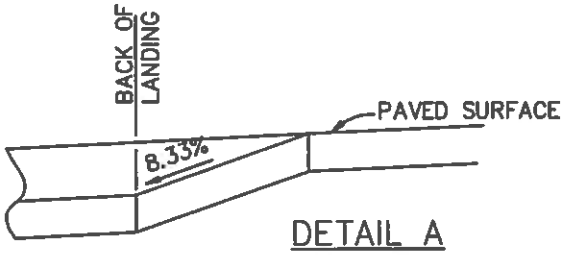
STREET SLOPE ADJUSTMENTS



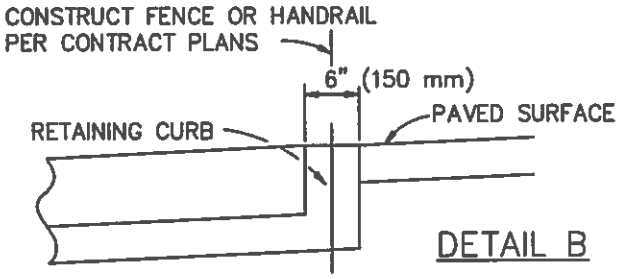
GROOVING DETAIL



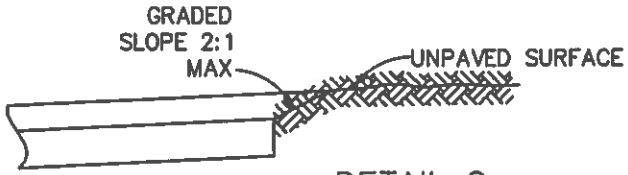
DETECTABLE WARNING DETAIL



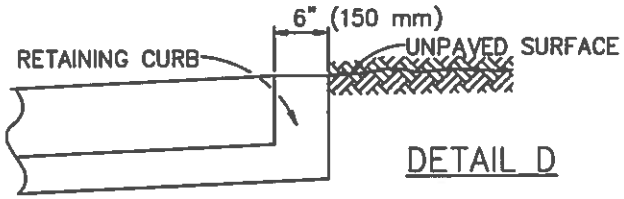
DETAIL A



DETAIL B



DETAIL C



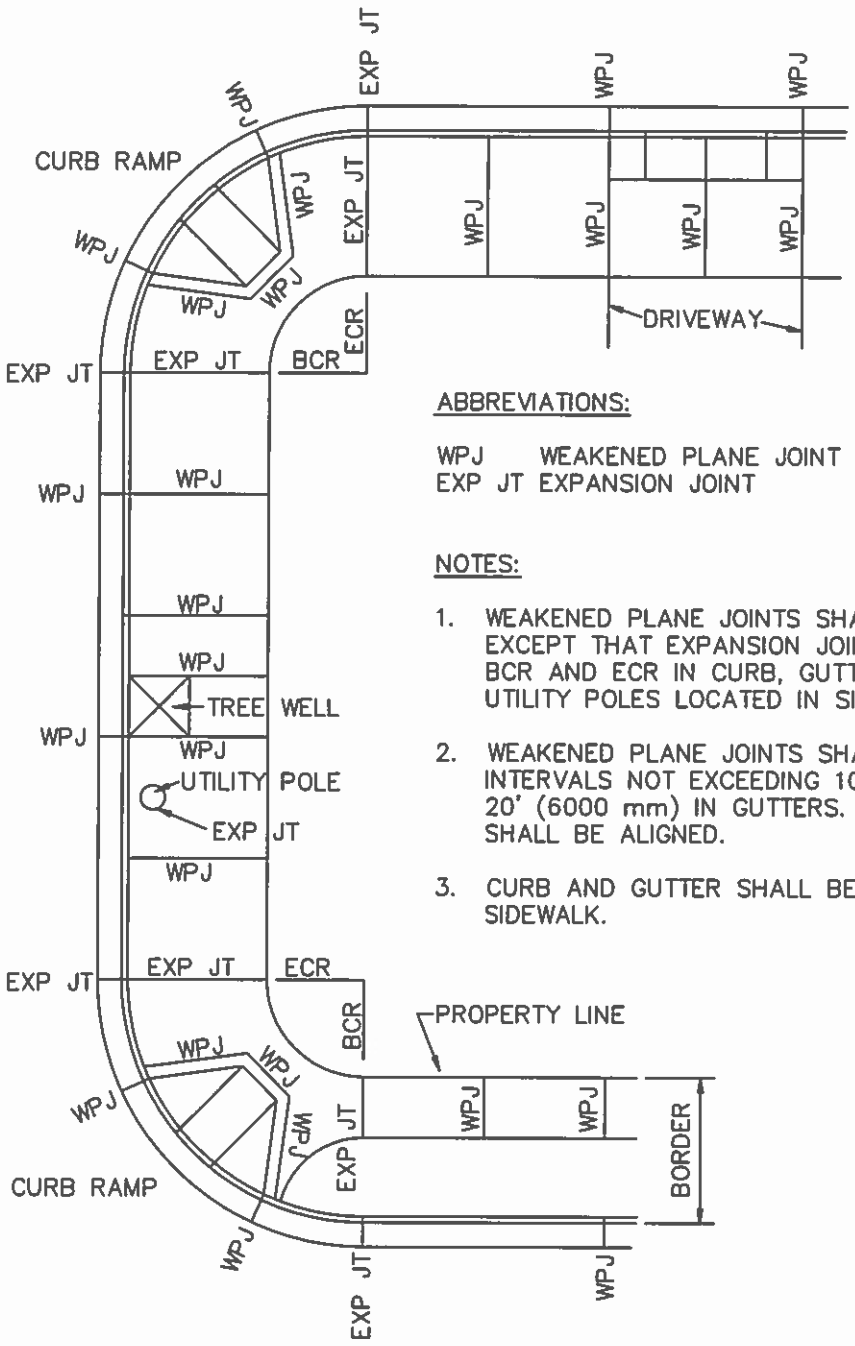
DETAIL D

GENERAL NOTES:

560-3250-C

1. CONCRETE SHALL BE CLASS ~~520-C-2500 (310-C-17)~~ CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 10 OF 10



ABBREVIATIONS:

WPJ	WEAKENED PLANE JOINT	BCR	BEGINNING OF CURB RETURN
EXP JT	EXPANSION JOINT	ECR	END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1998, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

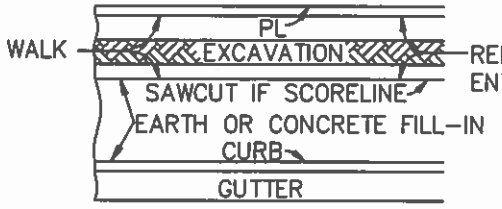
STANDARD PLAN 112-2

SHEET 1 OF 1

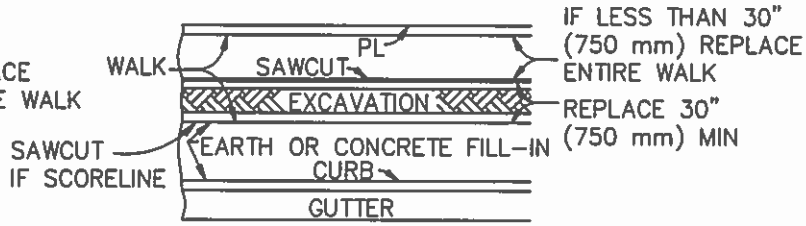
WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE



WALK 5' (1500 mm) WIDE OR MORE

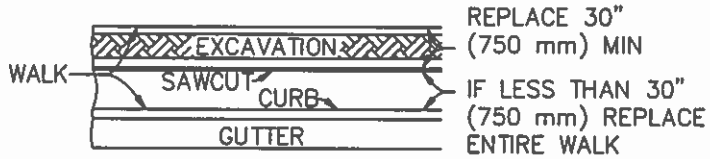


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

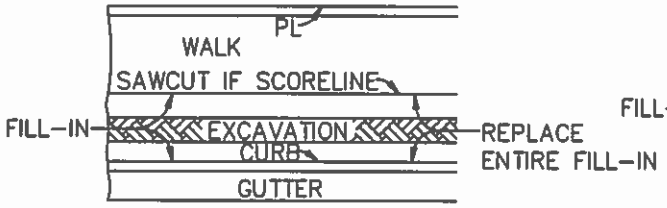


WALK 5' (1500 mm) WIDE OR MORE

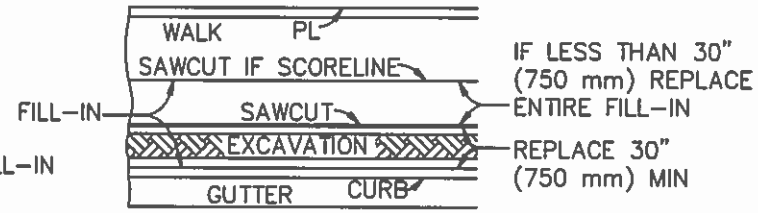


FILL-IN REPLACEMENT

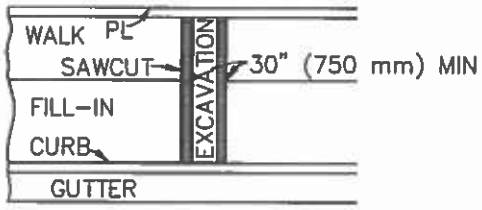
FILL-IN LESS THAN 5' (1500 mm) WIDE



FILL-IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 113-2

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL–IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.

2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.

3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').

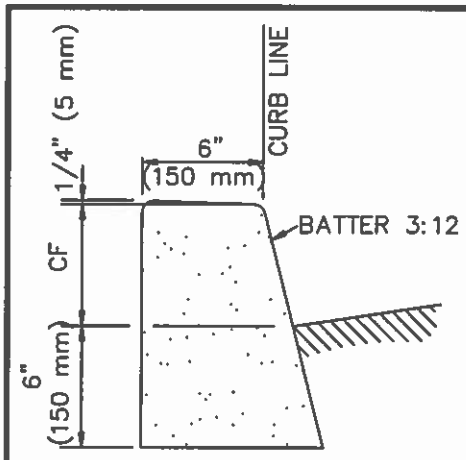
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.

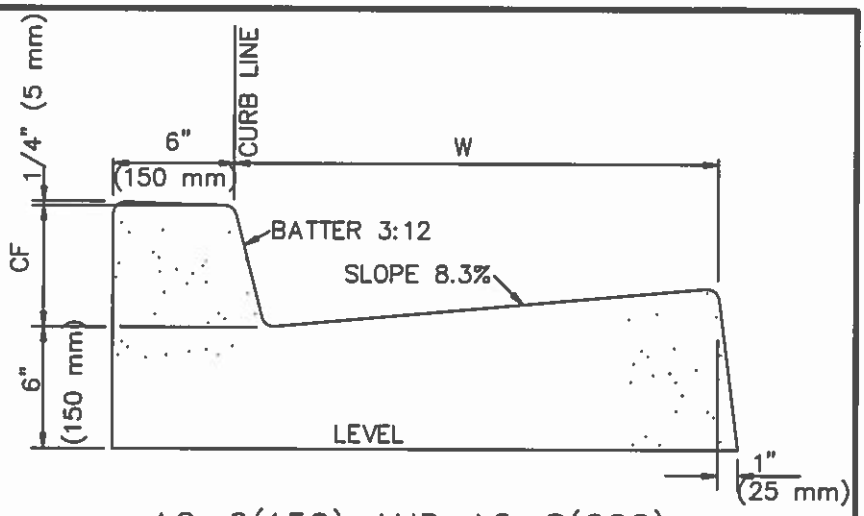
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

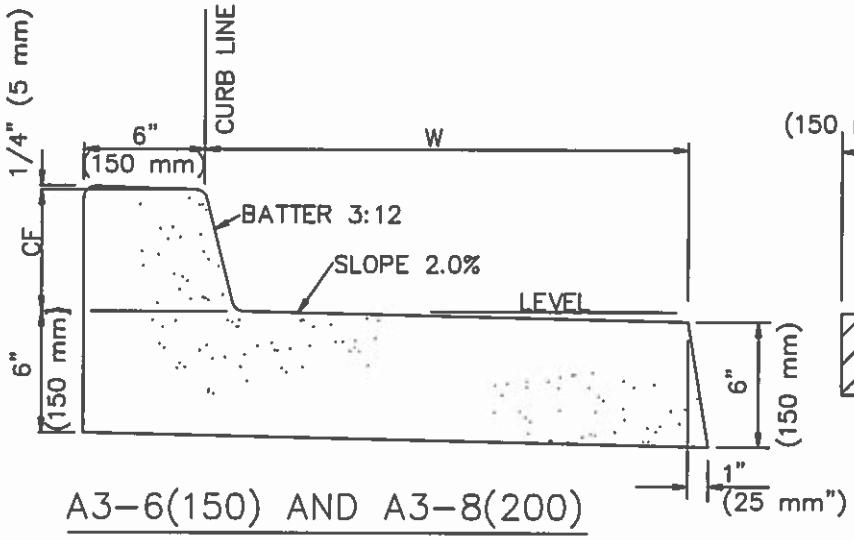
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
SIDEWALK & DRIVEWAY REPLACEMENT	**113–2**
	SHEET 2 OF 2



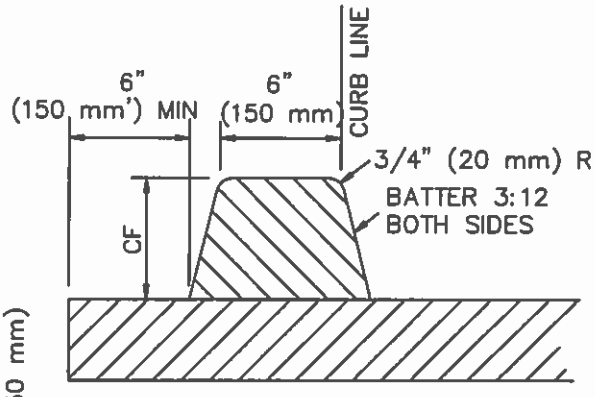
A1–6(150) AND
A1–8(200)



A2–6(150) AND A2–8(200)



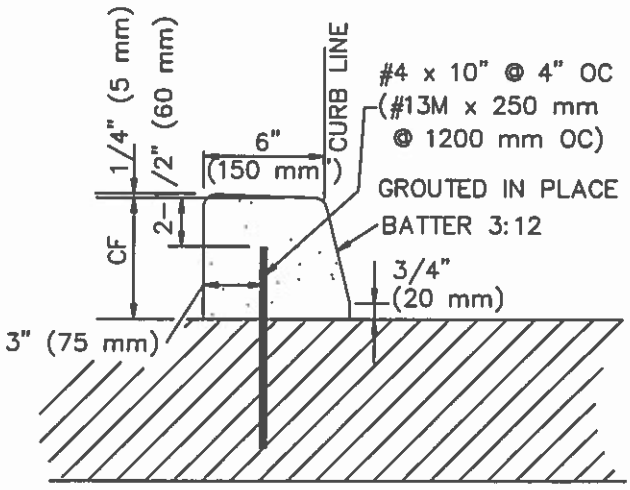
A3–6(150) AND A3–8(200)



D1–6(150) AND
D1–8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1–6(150) AND C1–8(200)

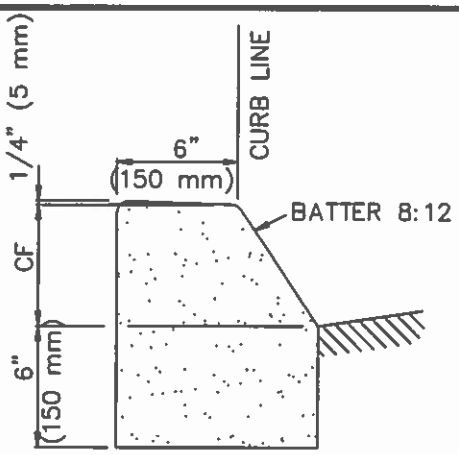
STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1996, 2009

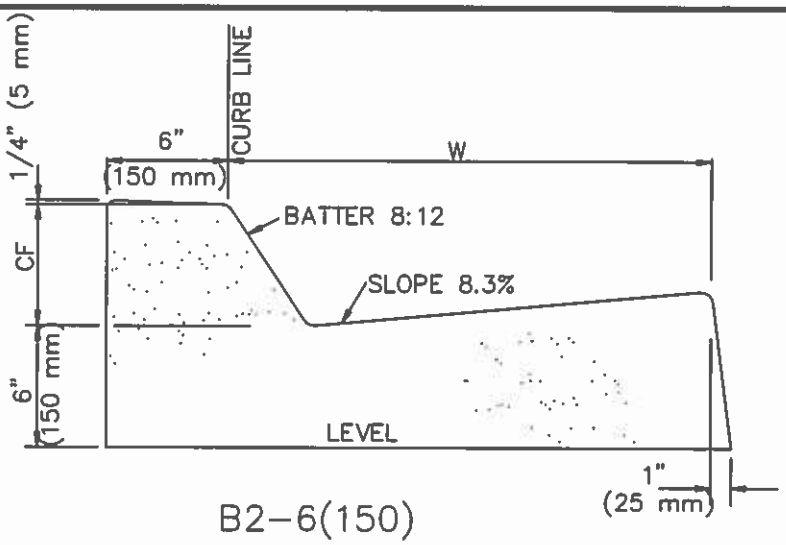
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

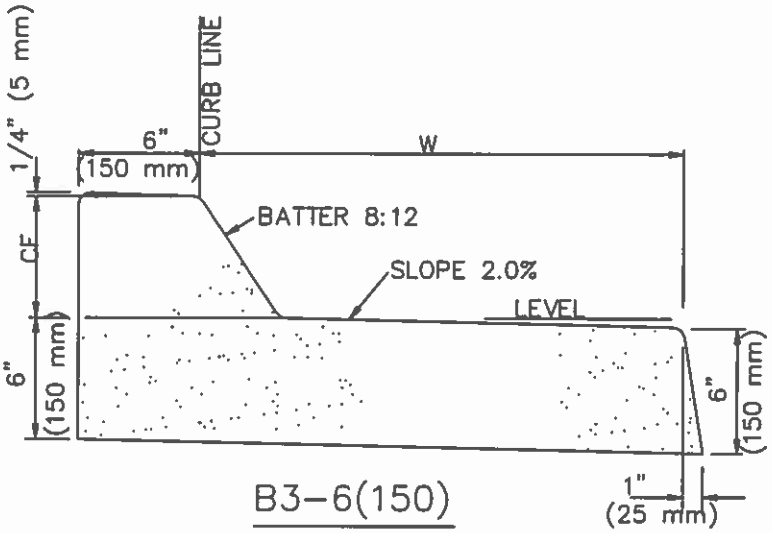
STANDARD PLAN
120–2
SHEET 1 OF 1



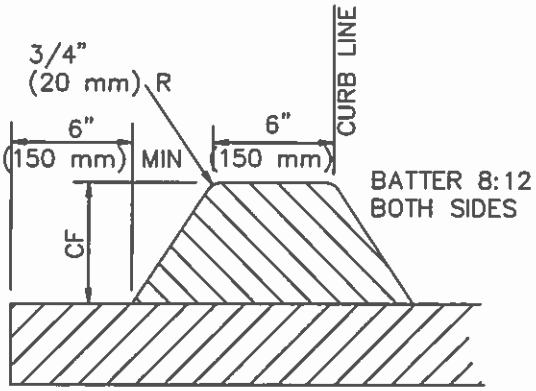
B1–6(150)



B2–6(150)



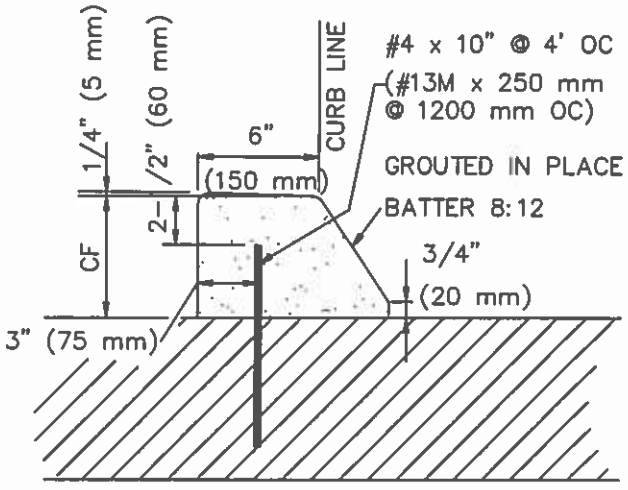
B3–6(150)



D2–6(150)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES B1, B2, B3 AND C2 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D2 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C2 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C2–6(150)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

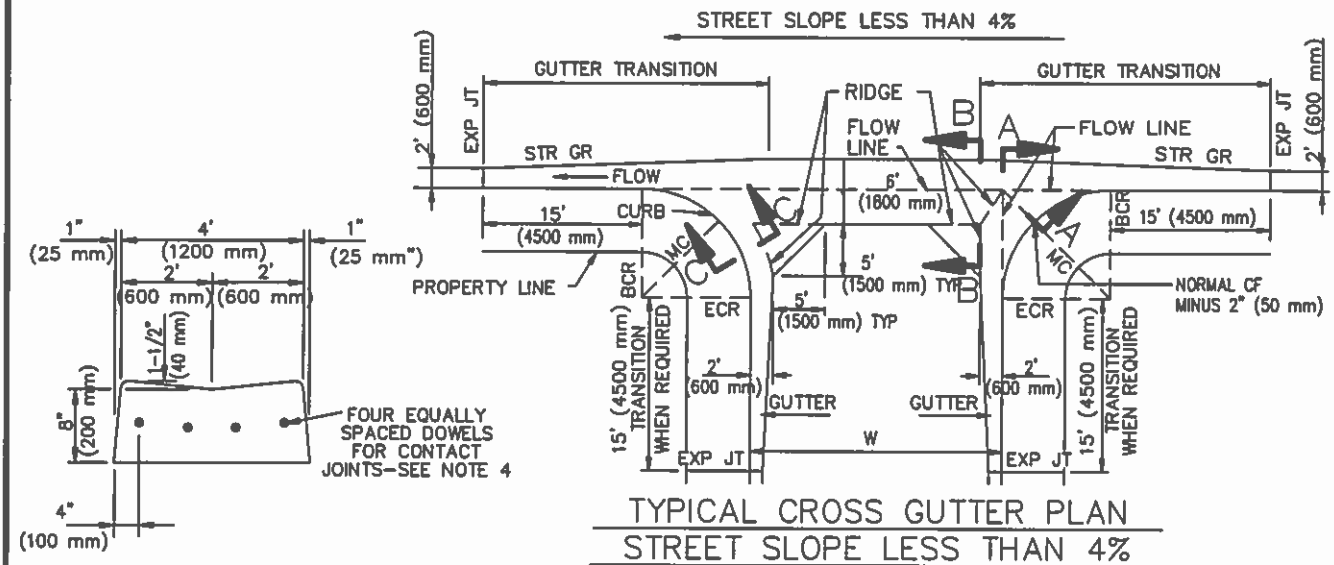
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

CURB AND GUTTER–MOUNTABLE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

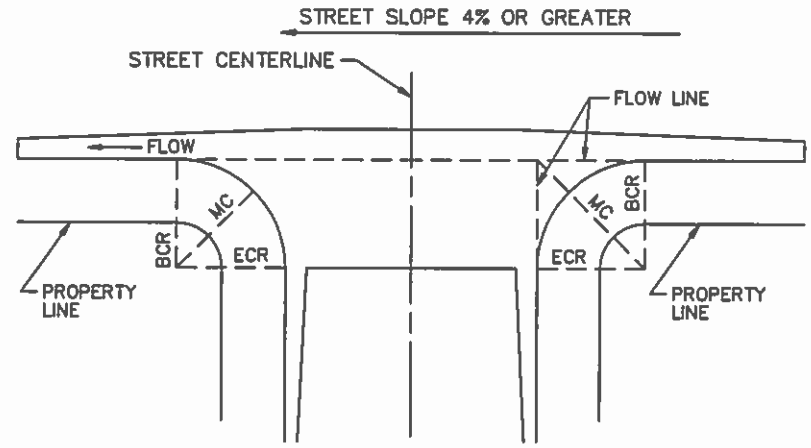
STANDARD PLAN 121–2

SHEET 1 OF 1

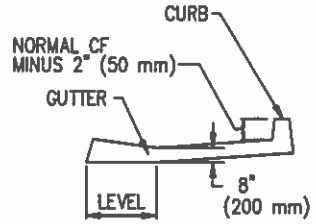


TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%

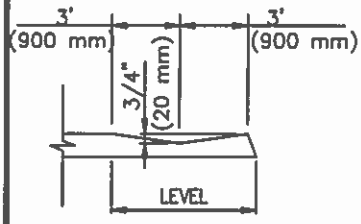
LONGITUDINAL GUTTER



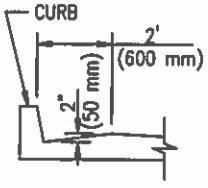
TYPICAL CROSS GUTTER PLAN
STREET SLOPE MORE THAN 4%



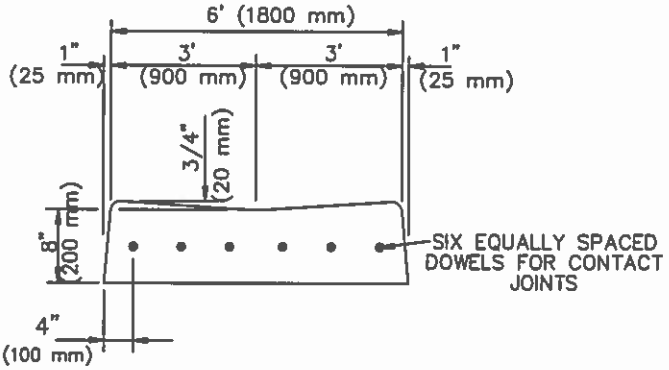
SECTION A–A



SECTION B–B



SECTION C–C



SECTION D–D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

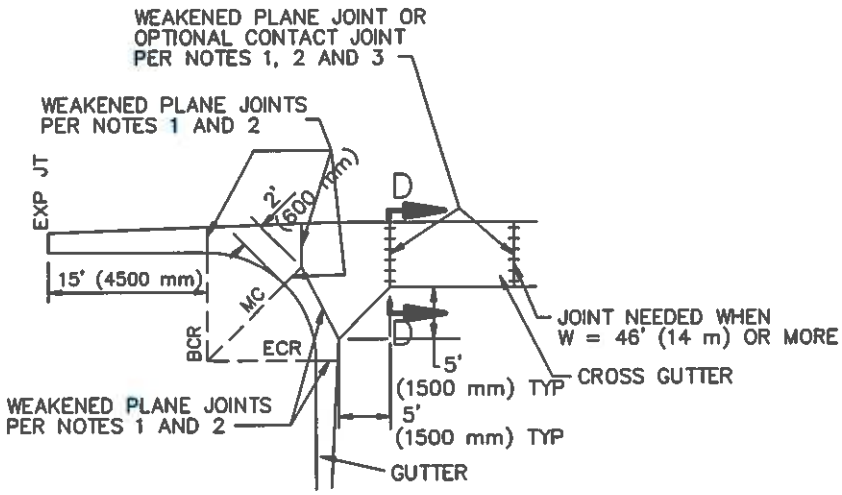
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 122–2

SHEET 1 OF 2

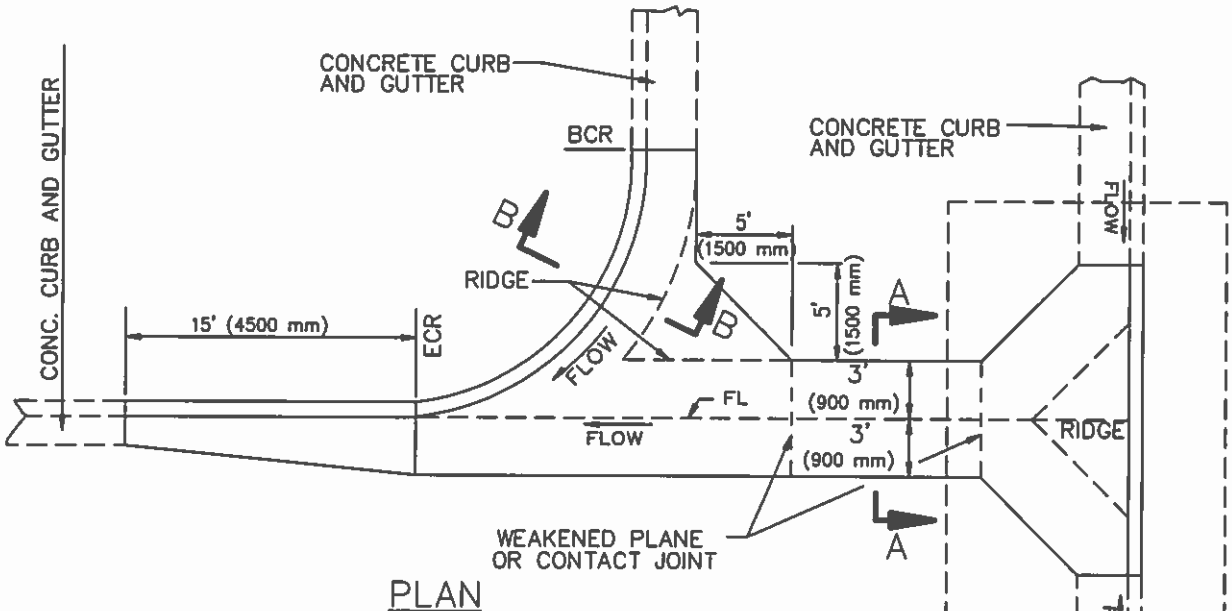


TYPICAL JOINT PLAN

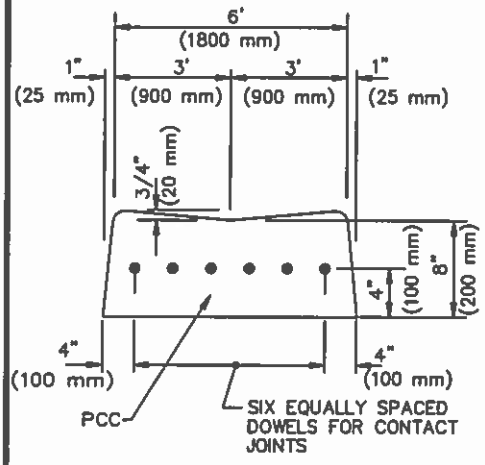
NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

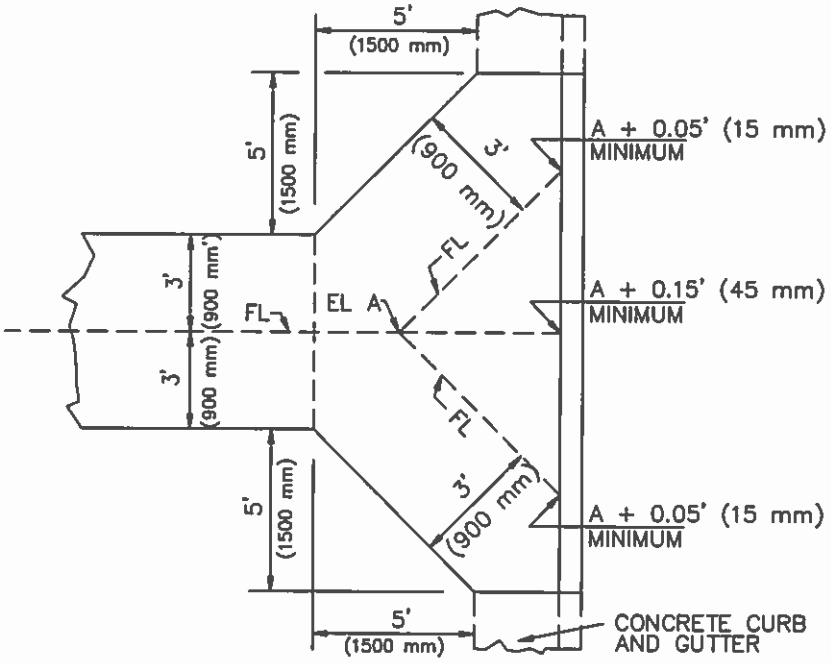
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS AND LONGITUDINAL GUTTERS	**122–2**
	SHEET 2 OF 2

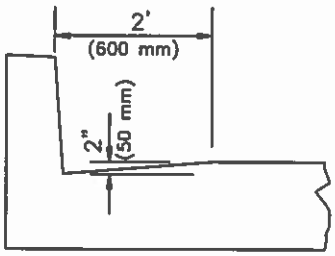


PLAN



SECTION A–A





SECTION B–B

DETAIL A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1998, 2009

CROSS GUTTER AT T INTERSECTIONS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

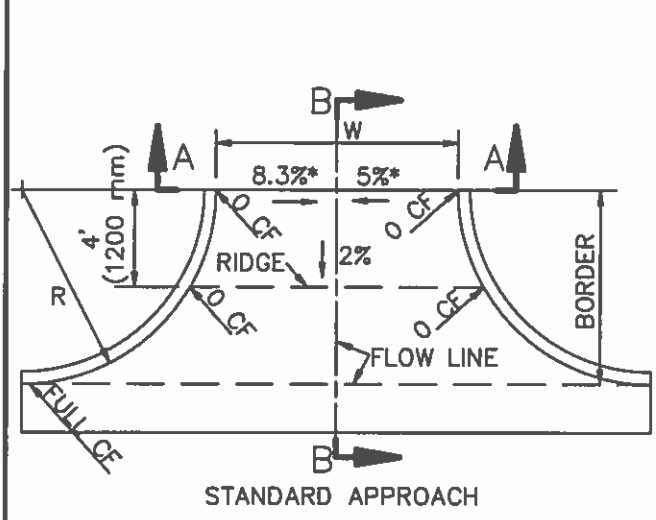
STANDARD PLAN 123–2

SHEET 1 OF 2

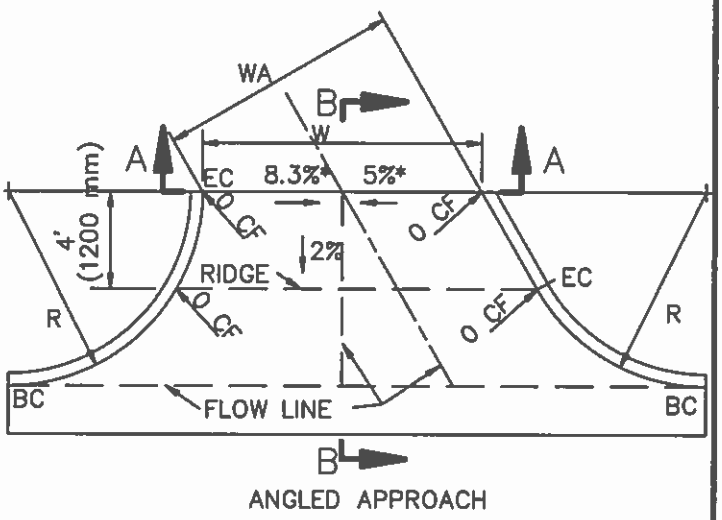
NOTES:

1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
5. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

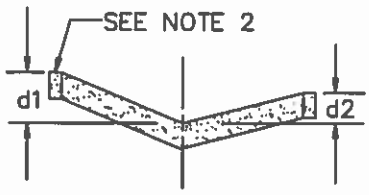
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS GUTTER AT T INTERTERSECTIONS	123–2
	SHEET 2 OF 2



STANDARD APPROACH



ANGLED APPROACH



SECTION A–A



SECTION B–B

W, ft W, mm	8' (2400mm)	10' (3000mm)	15' (4500mm)	20' (6000mm)	25' (7500mm)	30' (9000mm)
d1, ft MAX	0.33' (100 mm)	0.42' (125 mm)	0.63' (188 mm)	0.83' (250 mm)	1.04' (313 mm)	1.25' (375 mm)
d2, ft MIN	0.17' (50 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)

NOTES:

1. FOR CASE A, THE RADIUS OF THE CURB RETURN, R, IS EQUAL TO THE PARKWAY WIDTH.
2. ALLEY INTERSECTION SHALL BE PCC, CLASS 520–C–2500 (310–C–17), 6" (150 mm) THICK. CURB SHALL BE INTERGRAL TYPE "A".
3. ASTERISKS, *, SHOW MAXIMUM GRADES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

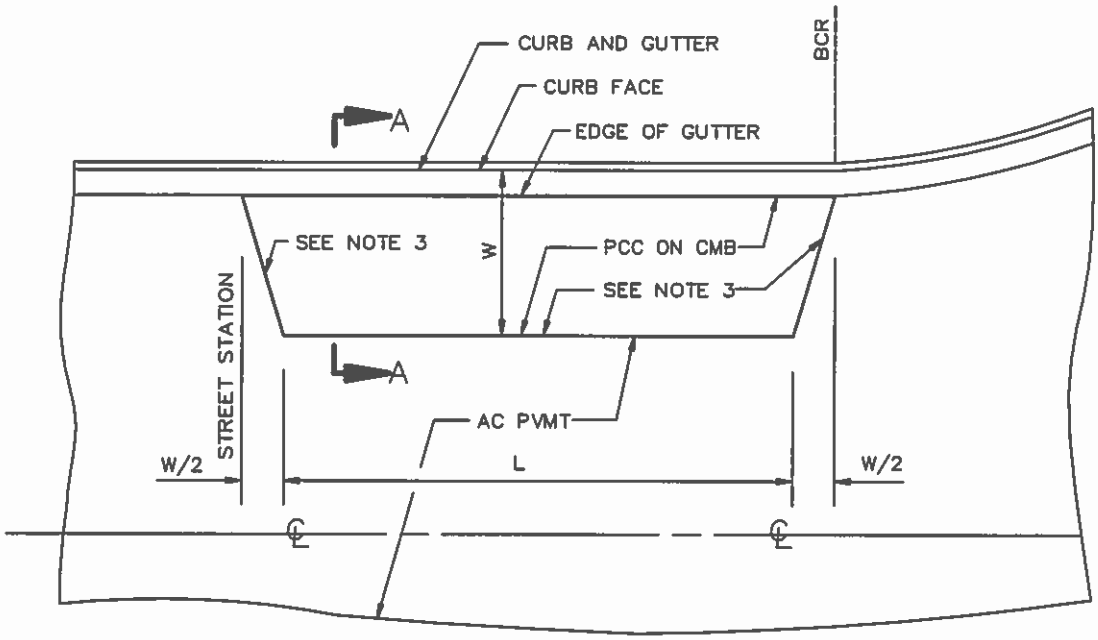
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

ALLEY INTERSECTION

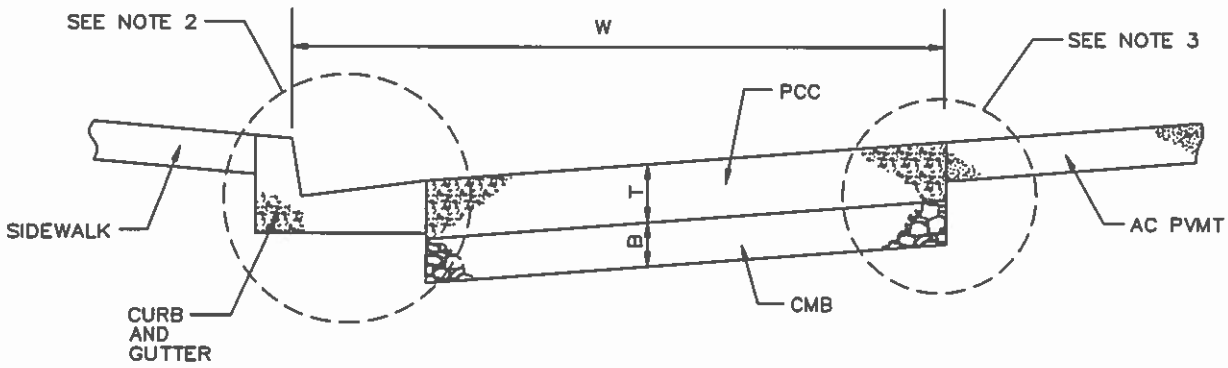
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 130–2

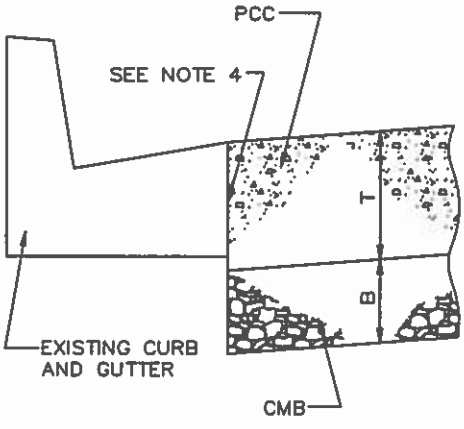
SHEET 1 OF 1



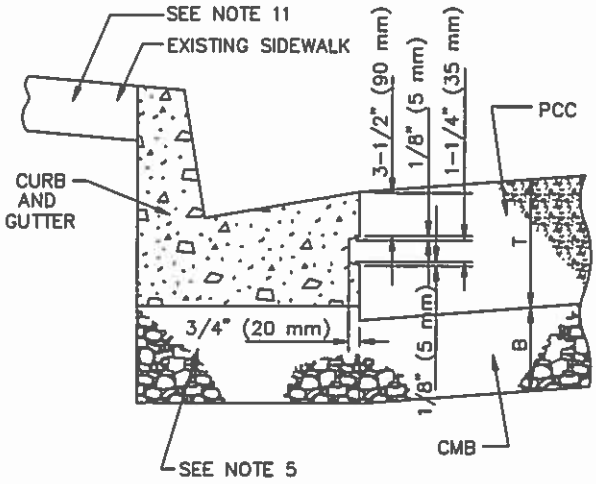
TYPICAL BUS PAD



SECTION A–A



SECTION B–B



SECTION C–C

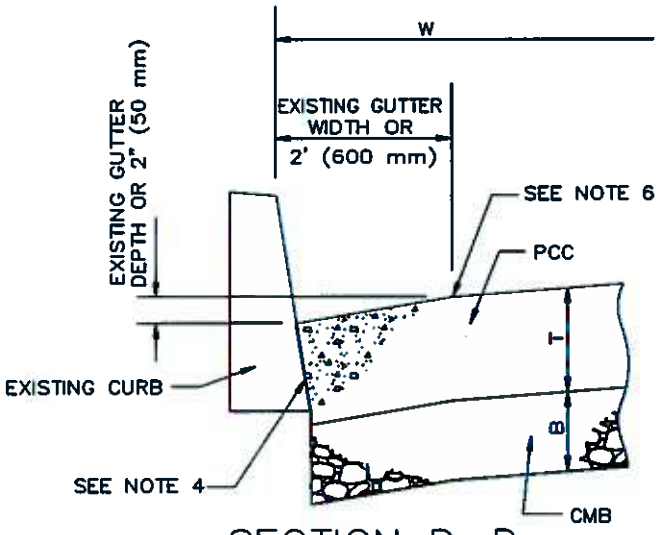
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

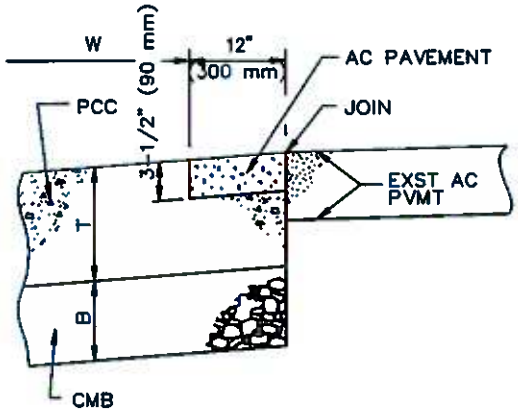
CONCRETE BUS PAD

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
131–2
SHEET 1 OF 2

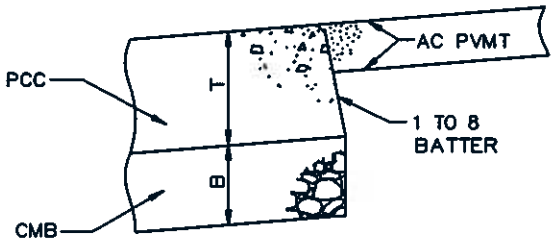


SECTION D–D



SECTION E–E

SEE NOTE 14

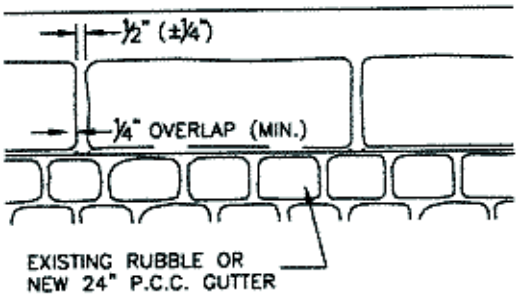


SECTION F–F

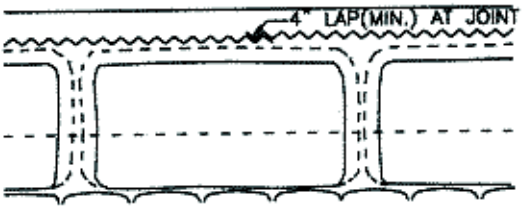
NOTES:

1. DIMENSIONS: (UNLESS OTHERWISE SHOWN)
   L = 85' (26 m) T = 8" (200 mm)
   W = 10' (3 m) B = 6" (150 mm)
2. USE SECTION B–B FOR EXISTING CURB AND GUTTER THAT IS TO REMAIN.
   USE SECTION C–C FOR NEW CURB AND GUTTER.
   USE SECTION D–D FOR EXISTING CURB THAT IS TO REMAIN.
3. USE SECTION E–E FOR EXISTING AC PAVEMENT.
   USE SECTION F–F FOR NEW AC PAVEMENT.
4. AT LOCATIONS WHERE PCC PAVEMENT WILL ABUT EXISTING CONCRETE, AN EPOXY APPROVED BY THE ENGINEER SHALL BE APPLIED TO THE EXISTING CONCRETE SURFACES PRIOR TO CONCRETE PLACEMENT.
5. IF B + T IS ≥ 300 mm (12"), CMB CHALL EXTEND UNDER NEW CURB AND GUTTER.
6. CONSTRUCT LONGITUDINAL WEAKENED–PLANE JOINT TO MATCH ADJOINING EXISTING GUTTER WIDTH, OR 2' (600 mm') IF NO ADJOINING GUTTER EXISTS.
7. USE 2"x4" (50x100) HEADER TO FORM 3–1/2" (90 mm) STEP. TOP OF HEADER SHALL BE SET TO LINE AND GRADE.
8. ALL EXPOSED PCC CORNERS SHALL BE ROUNDED WITH A 1/2" (15 m) RADIUS.
9. SURFACE OF CONCRETE SHALL HAVE A ROUGH TRANSVERSE BROOM FINISH.
10. WHERE DESIGNATED BY THE ENGINEER, UNDESIRABLE SUBGRADE MATERIAL SHALL BE REMOVED AND REPLACED WITH CMB.
11. WHERE NEW CURB AND GUTTER IS CONSTRUCTED ADJACENT TO EXISTING SIDEWALK, SIDEWALK SHALL BE REMOVED AND REPLACED TO NEAREST SCORELINE.
12. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT APPROX. 10' (3 m') INTERVALS.
13. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT ALL EXISTING CURB/CURB & GUTTER CONSTRUCTION JOINTS AND WEAKENED–PLANE JOINTS.
14. AT THE OPTION OF THE ENGINEER, THE EXISTING PAVEMENT MAY BE NEATLY SAWCUT AROUND THE DIMENSIONS OF THE BUS PAD, AND CONCRETE POURED DIRECTLY USING THE EXISTING PAVEMENT AS A FORM. THE CONCRETE EDGES SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.

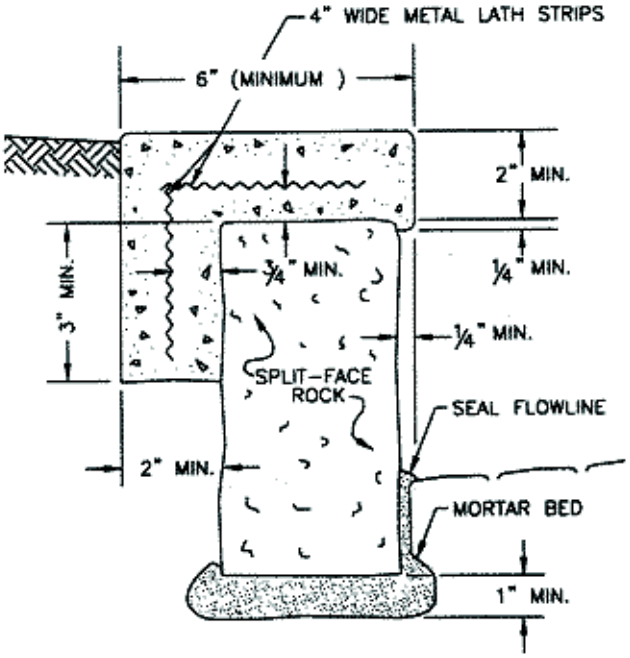
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CONCRETE BUS PAD	**131–2**
	SHEET 2 OF 2



TOP VIEW



FRONT VIEW



CROSS SECTION OF ROCK CURB

SPECIFICATIONS

1. Description – This work shall consist of placing split–faced rock in cement mortar beds and placing of mortar caps at locations as shown on the plans or as directed by the Engineer and as specified in these specifications and the special provisions.
2. Rock – Rock for use in split–face rock curbs shall be existing split–face rock or new rock as may be required. Rock shall be clean, hard, durable and free from seams and other imperfections. Rock shall be of uniform shape and size. Any new rock used shall be approved by the Engineer prior to use.
3. Mortar – Mortar for bedding and finishing of split–face rock curb shall be class "C" mortar consisting of one part by volume of portland cement to two parts by volume of clean, fine aggregate. Hydrated lime, to the extent of 10% by volume of the cement may be added to the mortar. Hydrated lime shall be treated as an addition and not as replacing any cement. Mortar may be mixed in either a mixing machine or by hand. If mixed by hand, the fine aggregate, cement and lime shall be mixed dry until the mixture assumes uniform color. Water shall then be added at sufficient quantities to produce a mixture workable for the intended use. Mortar shall be used within one hour after water has been added and shall not be retempered.
4. Placing – Rocks shall be thoroughly wetted before placing and shall be laid in full mortar beds in courses approximately horizontal and vertical in both longitudinal and transverse directions as herein defined. Rocks will not be considered to be properly bedded until mortar exudes from the underside of the bedded rock. Mortar caps shall contain 4 inch wide "Strip–Ek" steel lath and shall be placed to the dimensions shown above. Grades for the top of the cap shall comply as follows: When a 10 foot straight edge is placed on top of the finished cap, the surface shall not vary from the edge of the straight edge more than 1/8 inch, except at changes in grade. Grades and changes in grade shall conform to the City of Redlands Standard Specifications. The alignment of the curb shall be set at a uniform perpendicular distance from the centerline of the street as shown on the plans or as defined by the Engineer. No voids in any part of the curb shall be permitted. Dimensions and tolerances for placing of rock shall be as shown above.

DETAIL DWG. No. 129–0 1 of 1

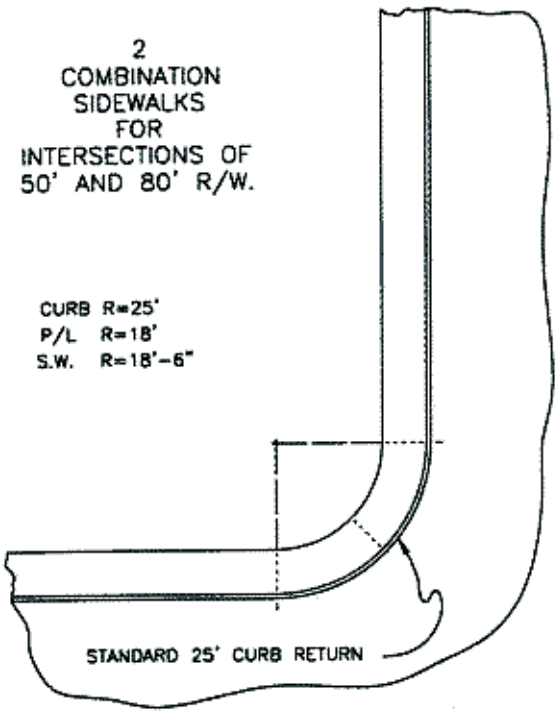
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 15,1998
APPROVED BY: _____
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

SPLIT–FACE ROCK CURBING

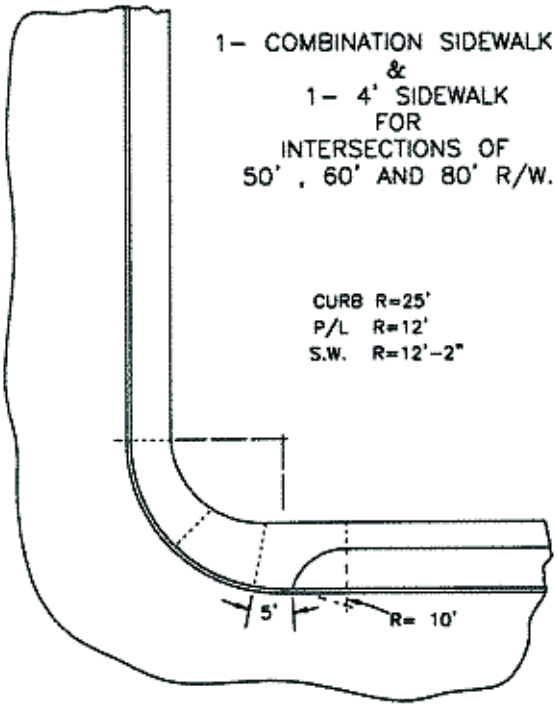
2
COMBINATION
SIDEWALKS
FOR
INTERSECTIONS OF
50' AND 80' R/W.

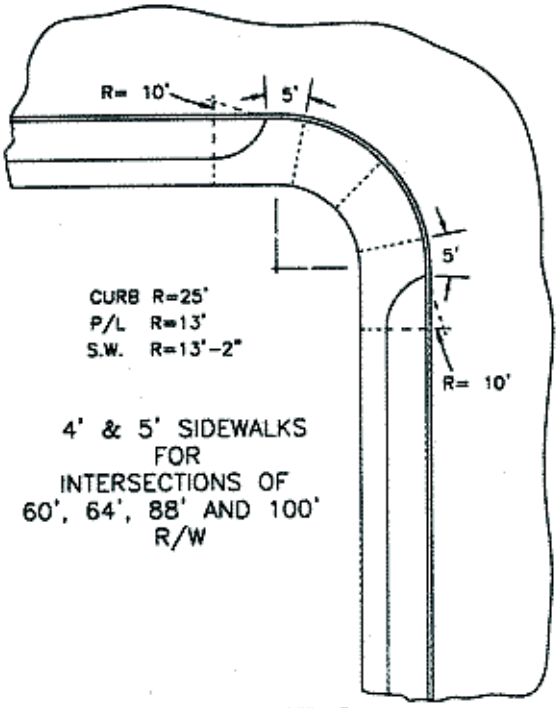
CURB R=25'
P/L R=18'
S.W. R=18'-6"



1- COMBINATION SIDEWALK
&
1- 4' SIDEWALK
FOR
INTERSECTIONS OF
50', 60' AND 80' R/W.

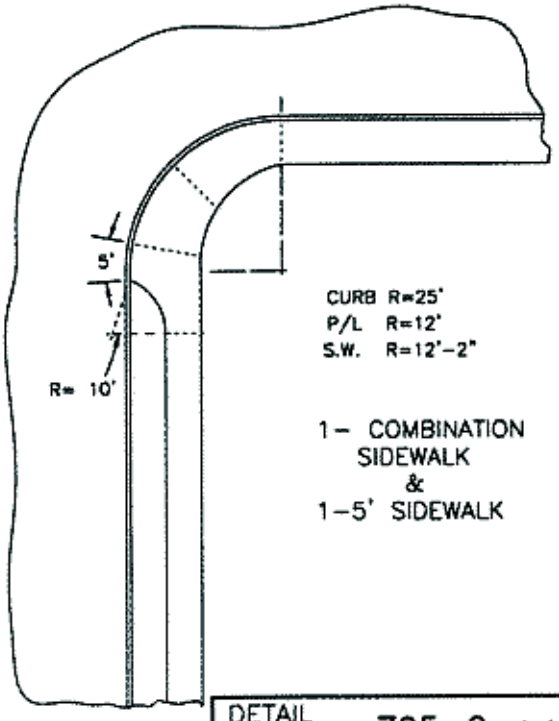
CURB R=25'
P/L R=12'
S.W. R=12'-2"





CURB R=25'
P/L R=13'
S.W. R=13'-2"

4' & 5' SIDEWALKS
FOR
INTERSECTIONS OF
60', 64', 88' AND 100'
R/W



CURB R=25'
P/L R=12'
S.W. R=12'-2"

1- COMBINATION
SIDEWALK
&
1-5' SIDEWALK

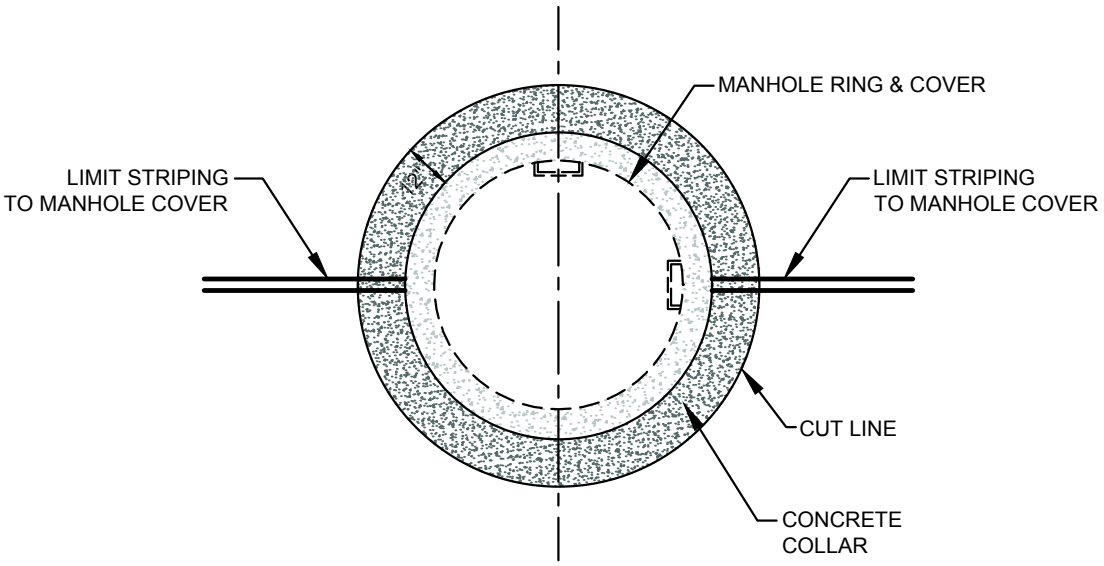
NOTE: SEE SPECS FOR JOINT DETAILS
------ DOTTED LINES INDICATE SCORING.

DETAIL
DWG. No. 705-0 1 of 1

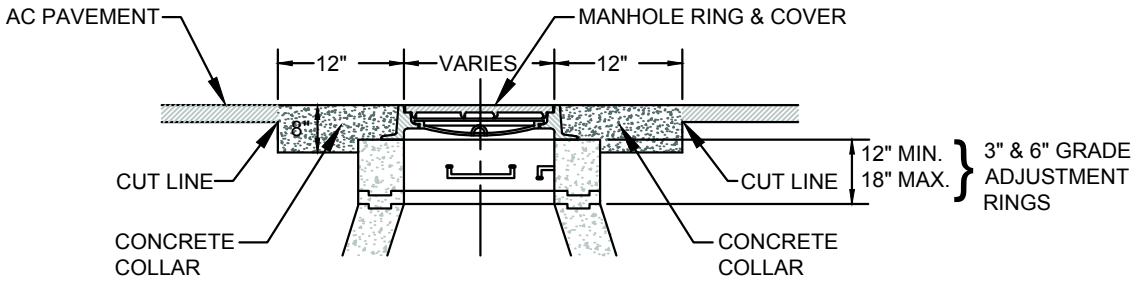
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 16,1998
APPROVED BY:
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

TYPICAL SIDEWALK INTERSECTIONS



PLAN VIEW



ELEVATION VIEW

NOTE:

1. SAW CIRCULAR AROUND MANHOLE 12" FROM MANHOLE FRAME.
2. MANHOLE SHALL BE MARKED PRIOR TO CUT THE PAVEMENT.
3. RAISE MANHOLE FRAME AND COVER TO FINISH GRADE BY INSTALLING CONCRETE RINGS AND LEVELING MORTAR.
4. BACKFILL WITH PCC CONCRETE TO FINISH GRADE.
5. CONCRETE TYPE SHALL BE 560-C-3250.
6. ADD QUIKRETE LIQUID CEMENT COLOR - CHARCOAL BLACK.
7. PROTECT FROM TRAFFIC LOADING UNTIL CONCRETE HAS CURED.
8. APPLY TACK COAT TO EDGES OF EXISTING PAVEMENT BEFORE INSTALLATION PATCH.
9. COLLARS ARE REQUIRED FOR ALL PAVED TRAVEL WAYS.

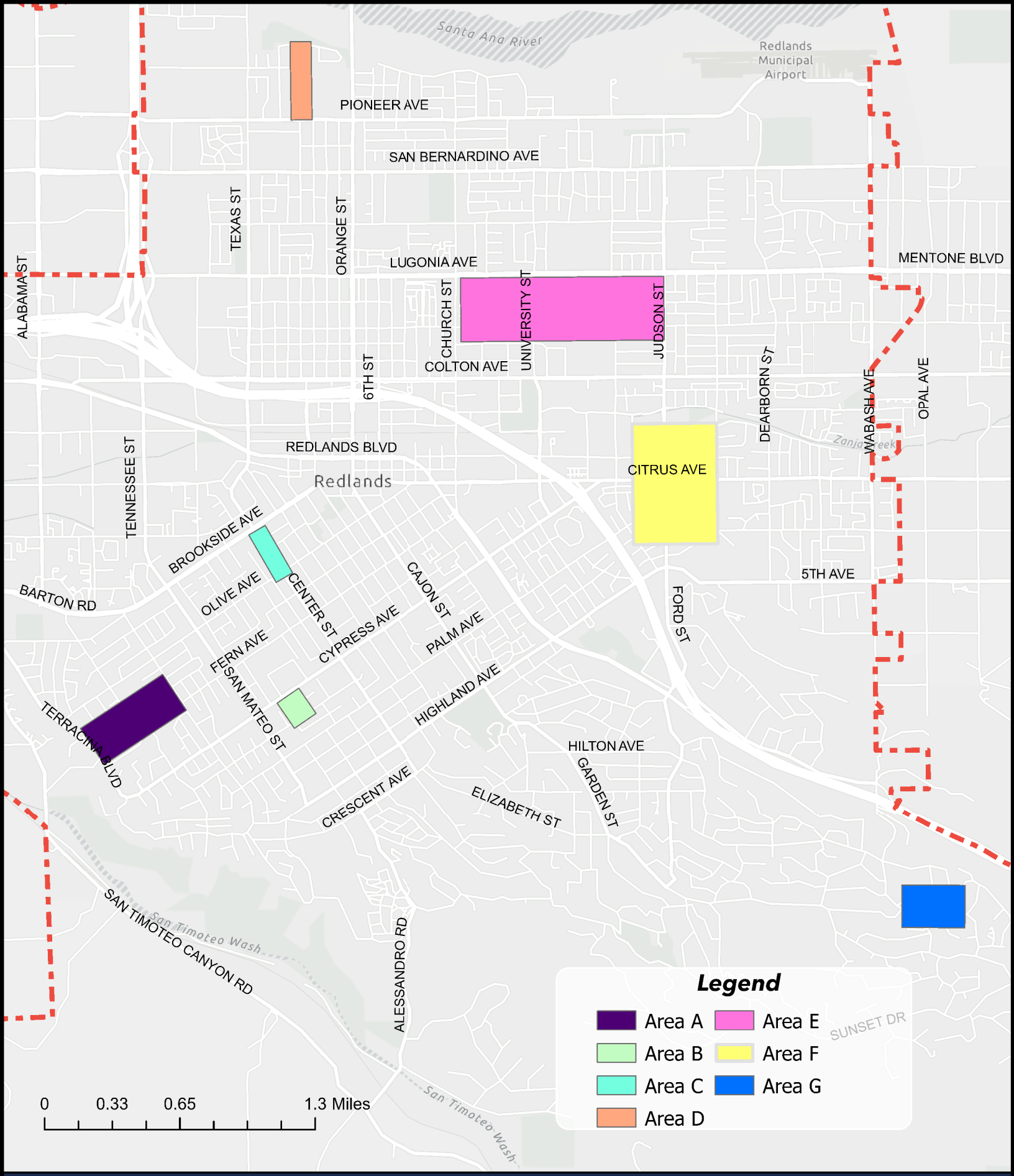
CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CONCRETE COLLAR

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APPENDIX D
WORK AREA MAPS AND QUANTITIES

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City of Redlands

2025 Sidewalk & ADA Ramp Replacement

Location Map

ADA Ramps

No.	Map Area	Street Intersection/ Address	Corner or Side	Ramp Type	Remove and Replace	Notes
1	A	Eastwood Street and Amherst Court	NE	A/C	X	
2	A	Eastwood Street and Amherst Court	SE	A/C	X	
3	A	Eastwood Street and Balfour Court	NE	A/C	X	
4	A	Eastwood Street and Balfour Court	SE	A/C	X	
5	A	Brockton Ave & Orange St	SE	A/C	X	
6	B	Bellevue and Fern Ave	SW	A/C	X	
7	F	Laramie Ave and Georgia St	SW	A/C	X	
8	F	Laramie Ave and Georgia St	SE	A/C	X	
9	F	Laramie Ave and Naomi St	SW	A/C	X	
10	F	Laramie Ave and Naomi St	SE	A/C	X	
11	F	Laramie Ave and Lido St	SW	A/C	X	
12	F	Laramie Ave and Lido St	SE	A/C	X	
13	F	Laramie Ave and Ryan St	SW	A/C	X	
14	F	Laramie Ave and Ryan St	SE	A/C	X	

2025 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT
Area A Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Notes
House Number	Street Name								
1625	W Fern Street		S	64	5	320			
1635.5	W Fern Street		S	30	5	150		120	
1627	W Fern Street		S	40	5	200			
1621	W Fern Street		S	40	5	200			
1547	W Fern Street		S	14	5	70			
1547	W Fern Street		S	10	5		50		
1541	W Fern Street		S	20	5	100			
1541	W Fern Street		S	15	5		75		
1531	W Fern Street		S	25	5		125		
1511	W Fern Street		S	35	5	175			
1511	W Fern Street		S	12	5		60		
1507	W Fern Street		S	25	5	125			
1505	W Fern Street		S	20	5	100			
1505	W Fern Street		S	86	5	430			
1461	W Fern Street		S	52	5	260			
1504	W Fern Street		N	20	5	100			
1534/1528	W Fern Street		N	30	5	150			
1550	W Fern Street		N	10	5	50			
1618	W Fern Street		N	15	5	75			
1620	W Fern Street		N	10	5	50			
355	W Fern Street		N	15	5	75			
1620	Laurel Ave		S	30	5	150			
1620	Laurel Ave		N	15	5	75			
1508	Laurel Ave		N	20	5	100			
1504	Laurel Ave		N	45	5	225			
1450	Fulbright Avenue		W	55	4	220			
1448	Fulbright Avenue		W	20	4	80			
1444	Fulbright Avenue		W	80	4	320			
1440	Fulbright Avenue		W	71	4	284			
1458	Fulbright Avenue		W	84	4	336			
1454	Fulbright Avenue		W	16	4	96			
1454	Fulbright Avenue		W	42	4	168			
1450	Fulbright Avenue		W	25	4	100			
1450	Fulbright Avenue		W	25	4	100			
1454	Fulbright Avenue		W	52	4	208			
1458	Fulbright Avenue		W	52	4	208			
1450	Fulbright Avenue		W	55	4	220			
1438	Fulbright Avenue		W	52	4	208			
1434	Fulbright Avenue		W	52	4	208			
1330	Fulbright Avenue		W	17	4	68			
1326	Fulbright Avenue		W	15	4	60			
1325	Fulbright Avenue		E	62	4	248			
1322	Fulbright Avenue		E	40	4	160			
1318	Fulbright Avenue		E	50	4	200			
1314	Fulbright Avenue		E	10	4	40			
1310	Fulbright Avenue		E	10	4	40			
1306	Fulbright Avenue		E	15	4	60			
1302	Fulbright Avenue		E	15	4	60			
1300	Fulbright Avenue		E	27	4	108			
1303	Fulbright Avenue		E	10	4	40			
1303	Fulbright Avenue		E	10	4	40			
1307	Fulbright Avenue		E	73	4	292			
1325	Fulbright Court		E	8	4	32			
1327	Fulbright Court		E	8	4	32			
324	Lakeside Ave			12	4	48			
				Total Quantities		7,464	310	120	

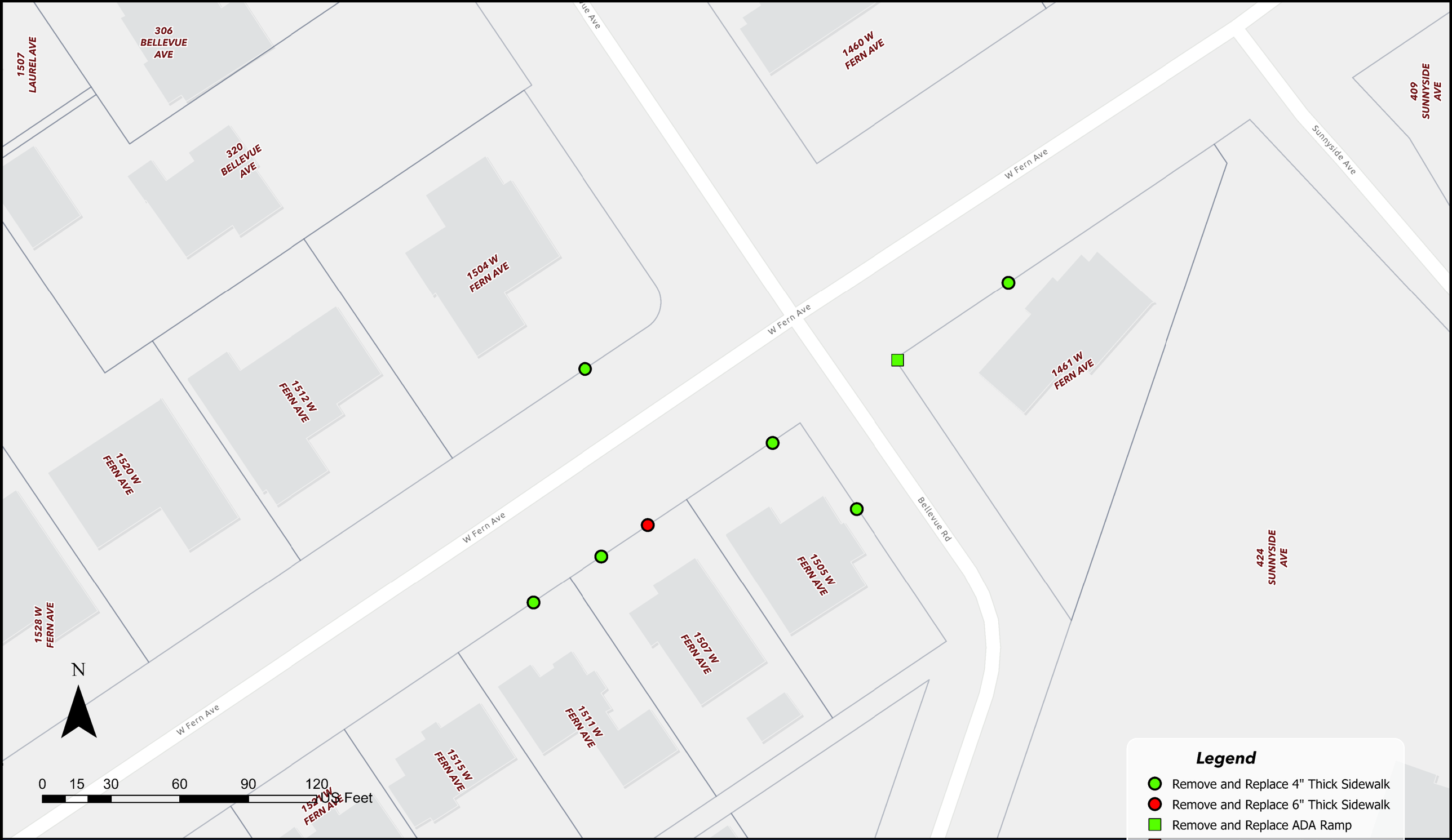
**Note: For driveway approach only - curb and gutter included in SF quantity



City of Redlands

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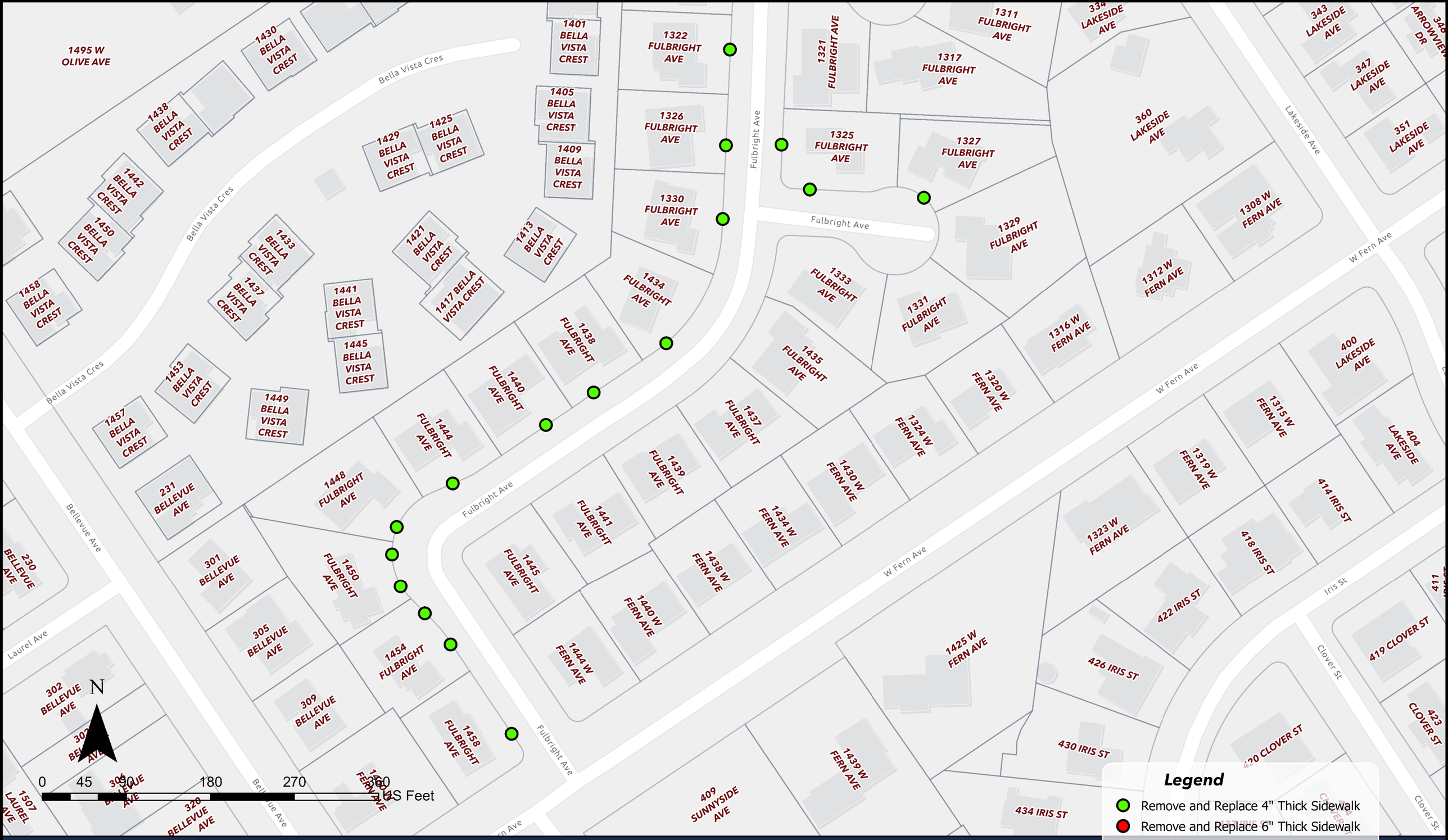
Author: Redlands GIS **Date:** 6/13/2025



City of Redlands

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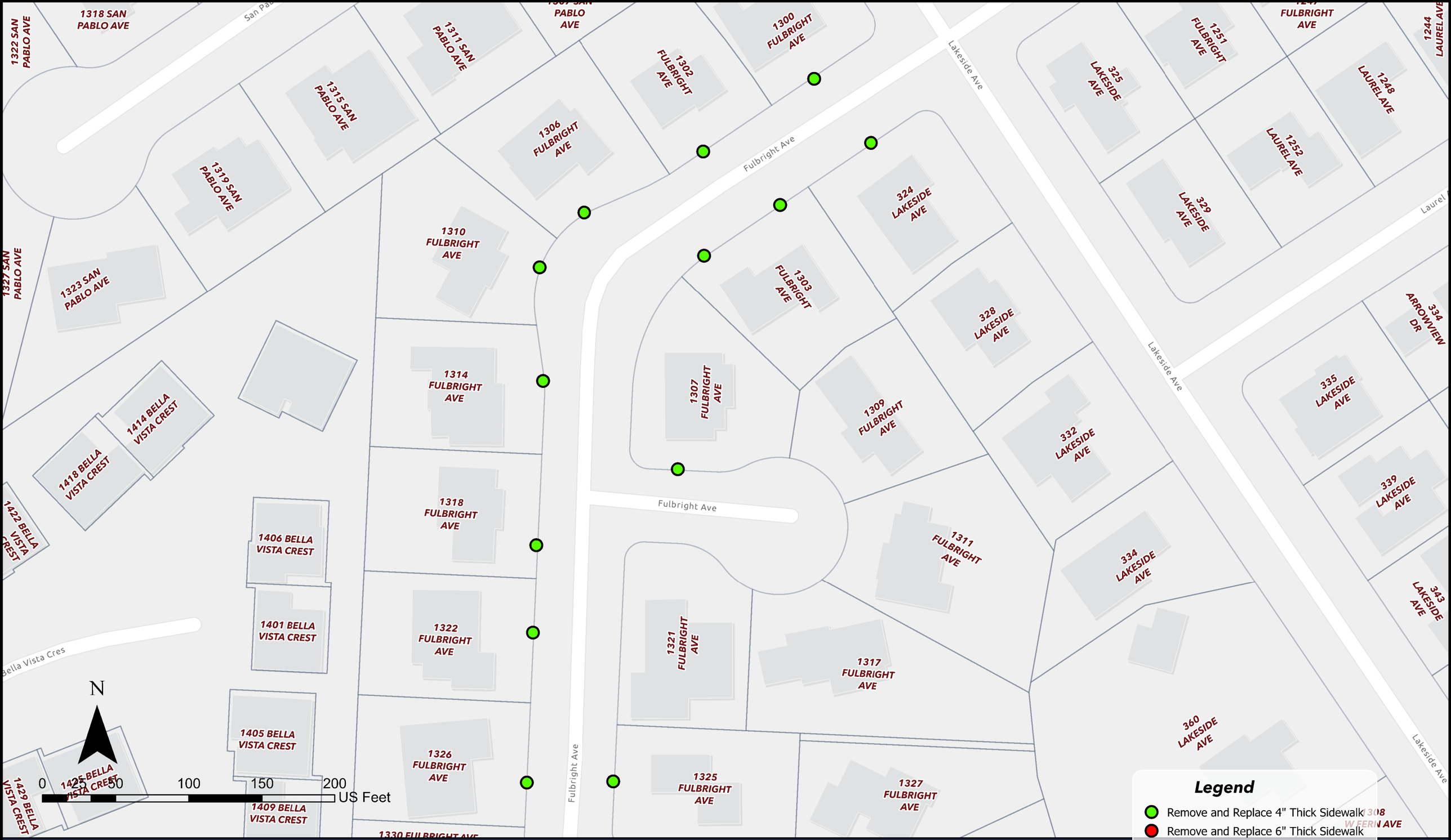
Author: Redlands GIS **Date:** 6/13/2025



City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA A - page 3 of 4

Author: Redlands GIS **Date:** 6/13/2025



City of Redlands

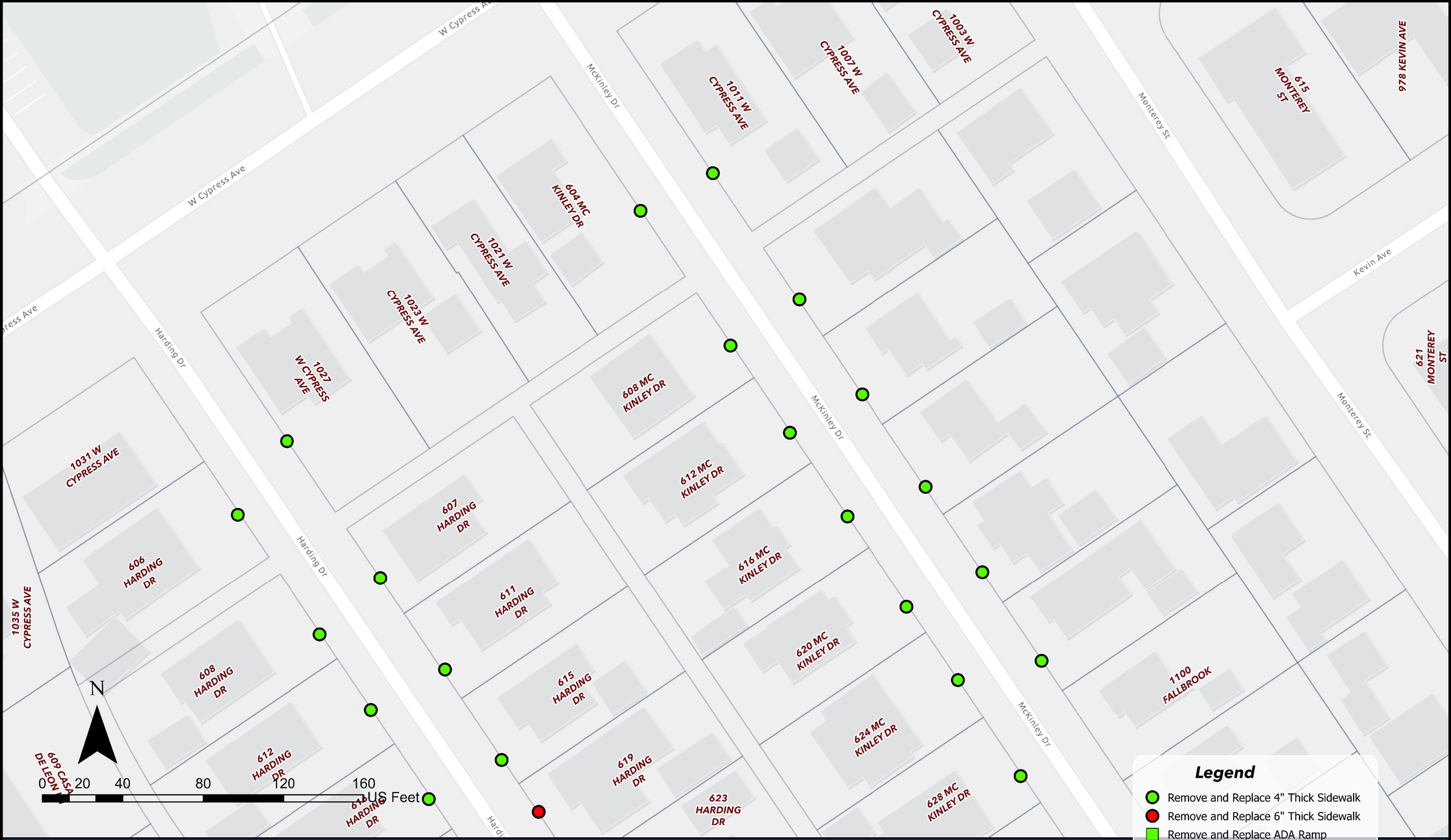
2025 Sidewalk & ADA Ramp Replacement - AREA A - page 4 of 4

Author: Redlands GIS **Date:** 6/13/2025

2025 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT
Area B Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Notes
House Number	Street Name								
606	Harding Drive		W	85	5	425			
607	Harding Drive		E	38	5	190			
608	Harding Drive		W	5	5	25			
611	Harding Drive		E	32	5	160			
612	Harding Drive		W	30	5	150			
615	Harding Drive		E	40	5	200			
616	Harding Drive		W	20	5		100		
619	Harding Drive		E	12	5	60			
623	Harding Drive		E	38	5	190			
624	Harding Drive		W	12	5	60			
627	Harding Drive		E	34	5	170			
628	Harding Drive		W	26	5	130			
631	Harding Drive		E	40	5	200			
632	Harding Drive		W	40	5	200			
635	Harding Drive		E	26	5	130			
640	Harding Drive		W	32	5	160			Harding Drive Side
1027	Cypress Avenue (Harding Dr side)		E	38	5	190			Harding Drive Side
1058	Clifton Avenue (Harding Dr side)		E	55	5	275			
604	McKinley Drive		W	55	5	275			
607	McKinley Drive		E	44	5	220			
612	McKinley Drive		W	12	5	60			
616	McKinley Drive		W	10	5	50			
619	McKinley Drive		E	24	5	120			
620	McKinley Drive		W	54	5	270			
623	McKinley Drive		E	12	5	60			
624	McKinley Drive		W	34	5	170			
627	McKinley Drive		E	24	5	120			
628	McKinley Drive		W	28	5	140			
632	McKinley Drive		W	38	5	190			
635	McKinley Drive		E	50	5	250			
636	McKinley Drive		W	50	5	250			
640	McKinley Drive		W	50	5	250			
1011	Cypress Avenue (McKinley Dr side)		E	12	5	60			
					Total Quantities	5,400	100	-	

**Note: For driveway approach only - curb and gutter included in SF quantity



City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA B - page 1 of 2

Author: Redlands GIS **Date:** 6/13/2025



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Author: Redlands GIS **Date:** 6/13/2025

2025 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT
Area C Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Notes
House Number	Street Name								
130	South Center Street		W	25	5	125			
134	South Center Street		W	5	5	25			
136	South Center Street		W	10	5	50			
138	South Center Street		W	8	5	40			
137	South Center Street		E	10	5	50			
105	South Center Street		E	6	5	30			
102	South Center Street		W	13	5	65			
60	South Center Street		W	8	5	40			
40	South Center Street		W	20	5	100			
30	South Center Street		W	60	5	300			
104	South 7th Street		W	60	5	300			
630	Linda Place	South Center St	W	150	5	750			New Sidewalk on Center St
				Total Quantities		1,875	-	-	

**Note: For driveway approach only - curb and gutter included in SF quantity



City of Redlands

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Author: Redlands GIS **Date:** 6/13/2025



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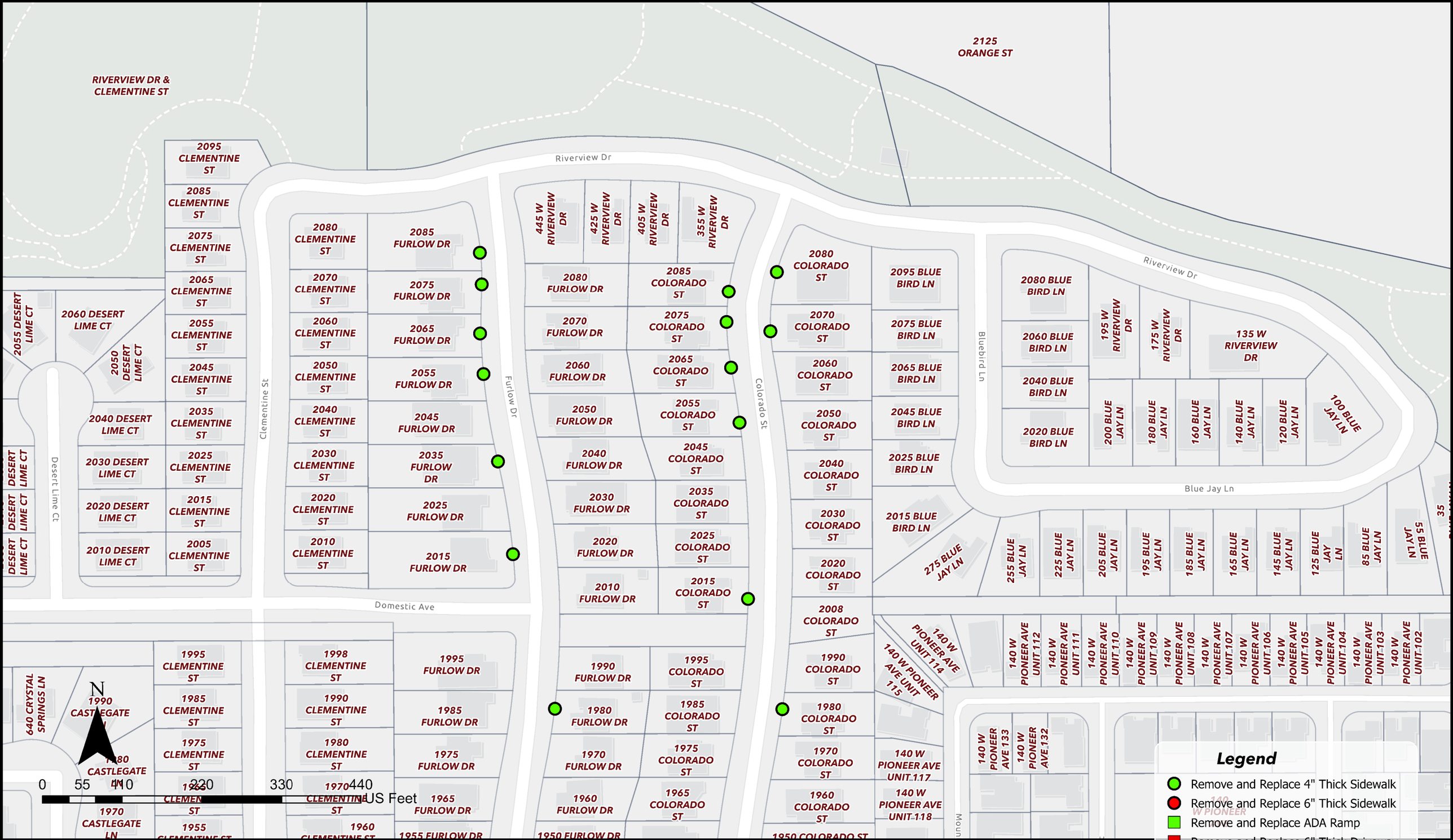
Author: Redlands GIS **Date:** 6/13/2025

2025 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT

Area D Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Notes
House Number	Street Name								
1840	Colorado Street		E	14	5	70			
1860	Colorado Street		E	12	5	60			
1870	Colorado Street		E	20	5	100			
1880	Colorado Street		E	24	5	120			
1890	Colorado Street		E	10	5	50			
1930	Colorado Street		E	12	5	60			
1940	Colorado Street		E	11	5	55			
1950	Colorado Street		E	10	5	50			
1980	Colorado Street		E	12	5	60			
2070	Colorado Street		E	40	5	200			
2080	Colorado Street		E	18	5	90			
2085	Colorado Street		W	13	5		65		
2075	Colorado Street		W	18	5	90			
2065	Colorado Street		W	30	5	150			
2055	Colorado Street		W	30	5	150			
2015	Colorado Street		W	16	5	80			
1955	Colorado Street		W	32	5	160			
1945	Colorado Street		W	27	5	135			
1925	Colorado Street		W	22	5	110			
1915	Colorado Street		W	12	5	60			
1885	Colorado Street		W	25	5	75	50		
1875	Colorado Street		W	10	5	50			
1865	Colorado Street		W	12	5		60		
	Riverview Drive		S	32	5	160			
2085	Furlow Drive		W	30	5	150			
2075	Furlow Drive		W	24	5		120		
2065	Furlow Drive		W	22	5	110			
2055	Furlow Drive		W	24	5	120			
2035	Furlow Drive		W	22	5	110			
2015	Furlow Drive		W	26	5	130			
1955	Furlow Drive		W	34	5	170			
1935	Furlow Drive		W	54	5	270			
1945	Furlow Drive		W	54	5	270			
1915	Furlow Drive		W	28	5	140			
1905	Furlow Drive		W	12	5	60			
1865	Furlow Drive		W	30	5	150			
1835	Furlow Drive		W	16	5	80			
1825	Furlow Drive		W	14	5	70			
	Furlow Drive Orange Grove	Pioneer Ave	W	30	5	150			
	Furlow Drive Orange Grove	Pioneer Ave	E	50	5	250			
4040	Deodar Street		E	10	5		50		Furlow Drive Side
1880	Furlough Drive		E	11	5	55			
1910	Furlough Drive		E	12	5	60			
1940	Furlough Drive		E	10	5	50			
1980	Furlough Drive		E	22	5	110			
					Total Quantities	4,640	345	-	

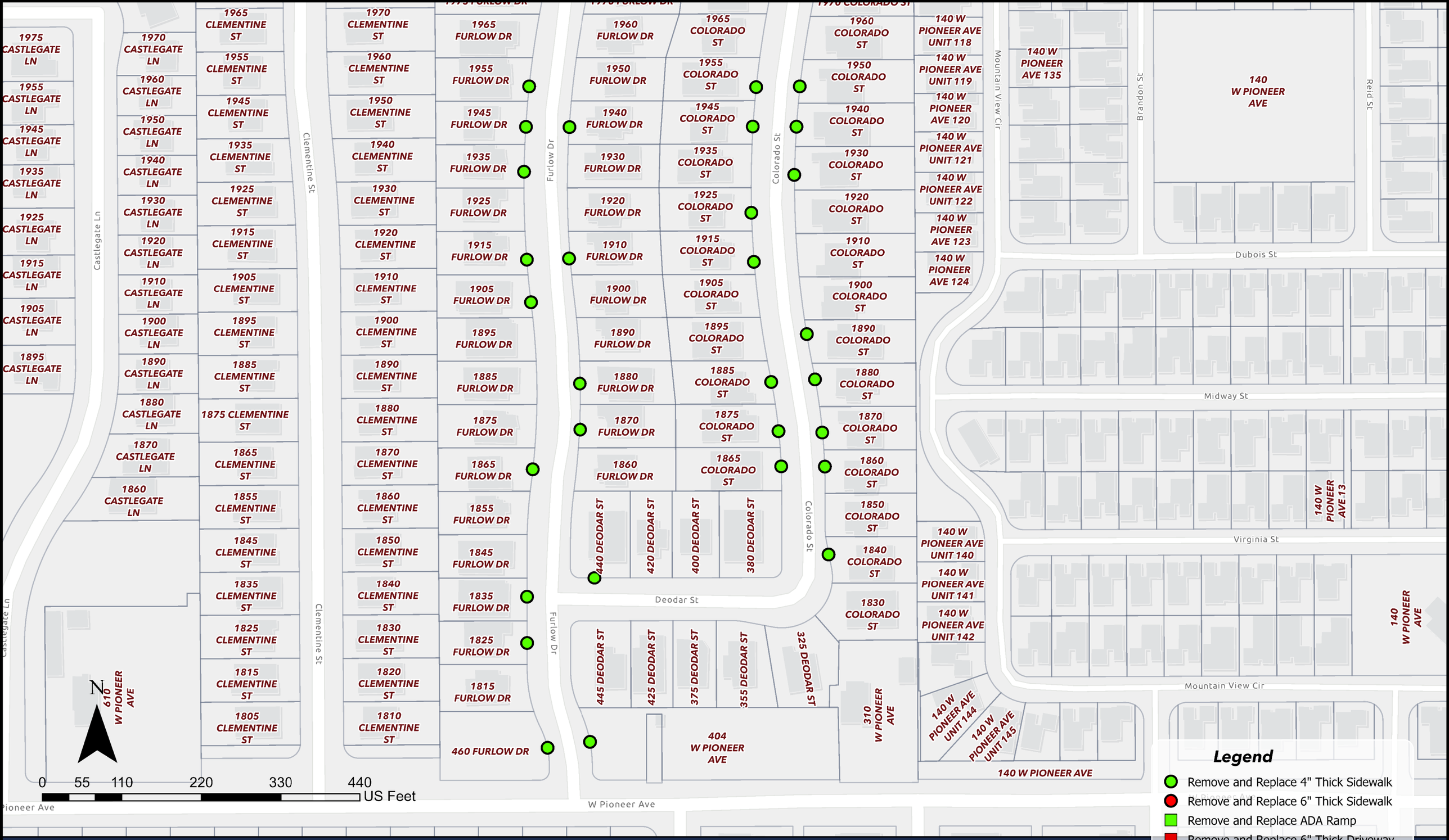
**Note: For driveway approach only - curb and gutter included in SF quantity



City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA D - page 1 of 2

Author: Redlands GIS **Date:** 6/13/2025



City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA D - page 2 of 2

Author: Redlands GIS **Date:** 6/13/2025

2025 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT

Area E Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Notes
House Number	Street Name								
905	Barbra Ln		N	20	4	80			
907/909	Barbra Ln		N	36	4	144			
911	Barbra Ln		N	12	4	48			
921	Barbra Ln		E	10	4	40			
925	Barbra Ln		E	20	4	80			
935	Barbra Ln		E	8	4	32			
935	Barbra Ln		E	8	4		32		
937	Barbra Ln		E	17	4	68			
939	Barbra Ln		N	8	4	32			South side of property
946/948	Barbra Ln		S	20	4	80			
932	Barbra Ln		W	14	4	56			
926/928	Barbra Ln		W	27	4	108			
926	Barbra Ln		W	12	4		48		
924/926	Barbra Ln		W	8	4	32			
922	Barbra Ln		W	25	4	100			
910	Barbara Ln		S	12	4	48			
1239	Occidental Dr.		W	55	4	220			
1239	Occidental Dr.		W	8	4		32		
1235	Occidental Dr.		W	24	4	96		300	DW approach
1100	Occidental Dr.		E	44	4	176			
1118	Occidental Dr.		S	41	4	164			Purdue Ave side
1020	Purdue Ave.		S	38	4	152			
1035	Purdue Ave.		N	41	4	164			
1025	Purdue Ave.		N	25	4	100			
1228	Occidental Dr.		N	16	4	64			Purdue Ave side
1308/1306	Brockton Avenue		N	50	5	250			
1308	Brockton Avenue		N	12	5	60			
1310	Brockton Avenue		N	25	5	125			
1312/1310	Brockton Avenue		N	61	5	305			
1312	Brockton Avenue		N	12	5		60		
1314	Brockton Avenue		N	10	5		50		
1316-1314	Brockton Avenue		N	32	5	160			
1316	Brockton Avenue		N	8	5	40			
1320/1318	Brockton Avenue		N	64	5	320			
1320	Brockton Avenue		N	12	5		60		
1322	Brockton Avenue		N	18	5	90			
1322	Brockton Avenue		N	22	5	110			
1324	Brockton Avenue		N	20	5	100			
1324-1326	Brockton Avenue		N	32	5	160			
1328	Brockton Avenue		N	24	5	120			
1330-1328	Brockton Avenue		N	10	5	50			
1330	Brockton Avenue		N	25	5	125			
1332	Brockton Avenue		N	26	5		130		
1334	Brockton Avenue		N	28	5	140			
1115	Judson Street (Brockton side)		S	64	5	320			Brockton Ave side
1387	Brockton Avenue		S	20	5	100			
1385	Brockton Avenue		S	10	5	50			
1379	Brockton Avenue		S	20	5	100			
1307	Brockton Avenue		S	20	5		100		
1307	Brockton Avenue		S	20	5	100			
1300	Brockton Avenue		N	12	5	60			
1304	Brockton Avenue		N	12	5	60			
1304	Brockton Avenue		N	16	5	80			
1304/1306	Brockton Avenue		N	16	5	80			
1215	Brockton Ave (Thompson Aquatic Center)		N	100	5	500			Frontage of Thompson Aquatic
1215	Brockton Ave (Health Center)		S	32	5	160			Frontage of Health Center
					Total Quantities	5849	512	300	

**Note: For driveway approach only - curb and gutter included in SF quantity



City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA E - page 1 of 4

Author: Redlands GIS **Date:** 6/13/2025

1240 DEVON PL
1236 DEVON PL
1232 DEVON PL
1128 DEVON PL
1124 DEVON PL
1120 DEVON PL
1116 DEVON PL
1112 DEVON PL
1108 DEVON PL
1107 DEVON PL
Devon Pl
930 BARBRA LN
932 BARBRA LN
934 BARBRA LN
936 BARBRA LN
938 BARBRA LN
940 BARBRA LN
942 BARBRA LN
944 BARBRA LN
946 BARBRA LN
948 BARBRA LN
950 BARBRA LN
931 BARBRA LN
933 BARBRA LN
935 BARBRA LN
937 BARBRA LN
939 BARBRA LN
Barbra Ln
1231 OCCIDENTAL DR
1227 OCCIDENTAL DR
1223 OCCIDENTAL DR
1119 OCCIDENTAL DR
1115 OCCIDENTAL DR
Occidental Dr
1004 CRYSTAL CT
1010 CRYSTAL CT
1020 CRYSTAL CT
1030 CRYSTAL CT
1040 CRYSTAL CT
1205 N UNIVERSITY ST
1228 OCCIDENTAL DR
1015 PURDUE AVE
1025 PURDUE AVE
1035 PURDUE AVE
Purdue Ave
1118 OCCIDENTAL DR
1010 PURDUE AVE
1020 PURDUE AVE
1030 PURDUE AVE
1100 OCCIDENTAL DR
1041 E BROCKTON AVE
1017 E BROCKTON AVE
939 E BROCKTON AVE
945 E BROCKTON AVE
909 E BROCKTON AVE
925 E BROCKTON AVE
929 E BROCKTON AVE
933 E BROCKTON AVE
935 E BROCKTON AVE

N

0 30 60 120 180 240 US Feet

Legend

- Remove and Replace 4" Thick Sidewalk
- Remove and Replace 6" Thick Sidewalk
- Remove and Replace ADA Ramp
- Remove and Replace 6" Thick Driveway

City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA E - page 2 of 4

Author: Redlands GIS **Date:** 6/13/2025



City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA E - page 3 of 4

Author: Redlands GIS **Date:** 6/13/2025

1366 MIA CT
1109 EMILY ST
1110 EMILY ST
1125 JUDSON ST
1402 RAEMEE AVE
1365 E BROCKTON AVE
1369 E BROCKTON AVE
1371 E BROCKTON AVE
1375 E BROCKTON AVE
Emily St
1379 E BROCKTON AVE
1379 E BROCKTON AVE
1385 E BROCKTON AVE
1387 E BROCKTON AVE
1115 JUDSON ST
1105 JUDSON ST
Judson St
1403 E BROCKTON AVE
E Brockton Ave
E Brockton Ave
E Brockton Ave
1318 E BROCKTON AVE
1320 E BROCKTON AVE
1322 E BROCKTON AVE
1324 E BROCKTON AVE
1326 E BROCKTON AVE
1328 E BROCKTON AVE
1330 E BROCKTON AVE
1332 E BROCKTON AVE
1334 E BROCKTON AVE
1060 JUDSON ST
1040 JUDSON ST
1020 JUDSON ST
Judson St
N
0 20 40 80 120 160
US Feet
1319 CAMPUS AVE
1321 CAMPUS AVE
1323 CAMPUS AVE
1325 CAMPUS AVE
1327 CAMPUS AVE
1329 CAMPUS AVE
1331 CAMPUS AVE
1333 CAMPUS AVE
1335 CAMPUS AVE

Legend

- Remove and Replace 4" Thick Sidewalk
- Remove and Replace 6" Thick Sidewalk
- Remove and Replace ADA Ramp
- Remove and Replace 6" Thick Driveway

City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA E - page 3 of 4

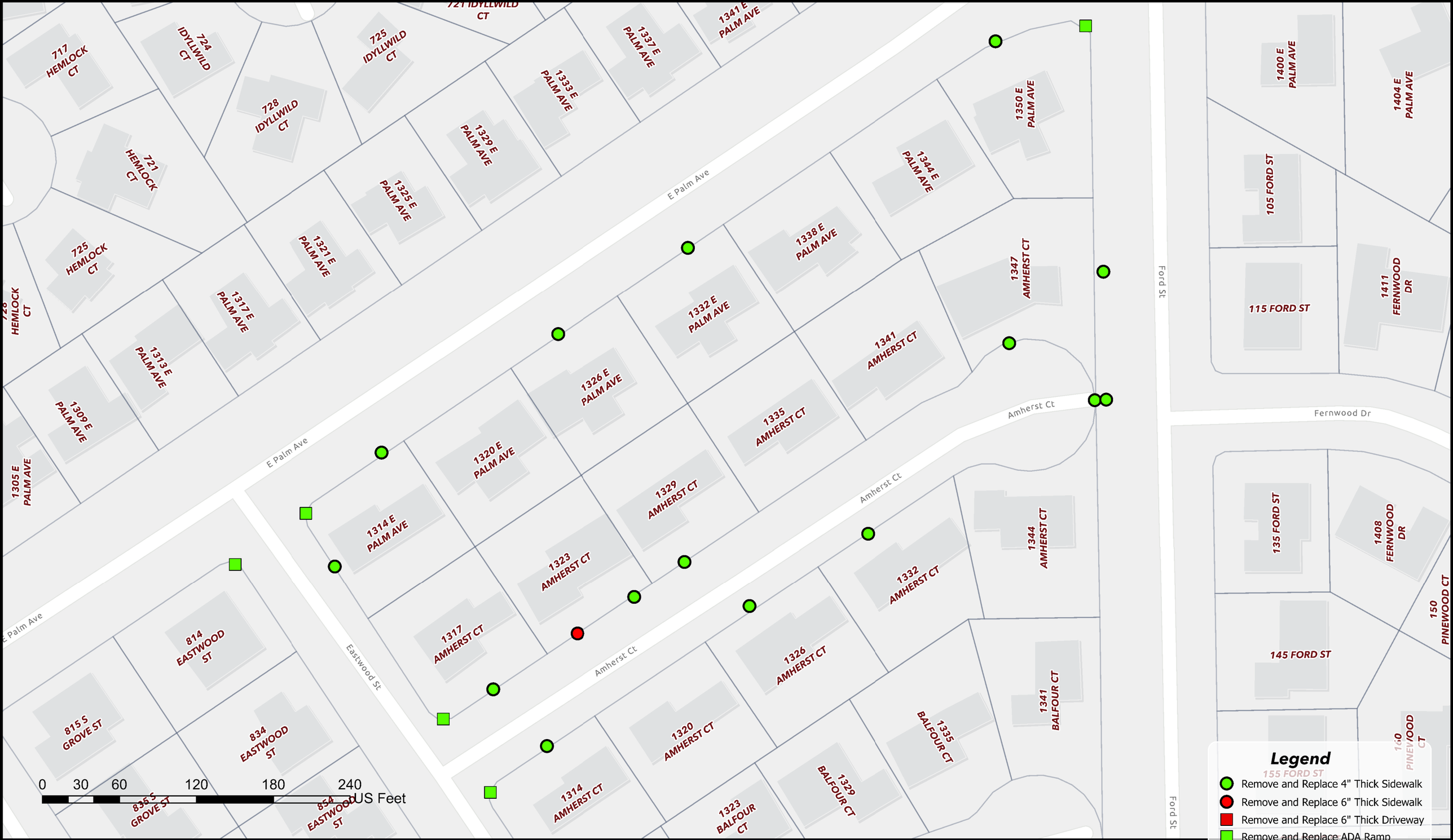
Author: Redlands GIS **Date:** 6/13/2025

2025 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT

Area F Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Notes
House Number	Street Name								
1314	Amherst Ct		E	110	4	440			Eastwood St side
1326	Amherst Ct		S	52	4	208			
1332	Amherst Ct		S	12	4	48	48		
1344/1347	Amherst Ct		SE	90	4	360			End of cul-de-sac
1347	Amherst Ct		N	46	4	184			
1329	Amherst Ct		N	30	4	120			
1323	Amherst Ct		N	55	4	220			
1323	Amherst Ct		N	20	4		80		
1317	Amherst Ct		N	10	4	40			
1314	Palm Ave		E	50	5	250			Eastwood St Side
1314	Palm Ave		S	32	5	160			
1326	Palm Ave		S	28	5	140			
1332	Palm Ave		S	10	5	50			
1350	Palm Ave		S	15	5	75			
	Ford Street		W	36	5	180			Side of 1347 Amherst Ct
	Ford Street		W	30	5	150			Side of Amherst Ct cul-de-sac
1219	Brockton Avenue			30	5	150			
					Total Quantities	2,775	128	-	

**Note: For driveway approach only - curb and gutter included in SF quantity



City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA F page 1 of 2

Author: Redlands GIS **Date:** 6/13/2025



Legend

- Remove and Replace 4" Thick Sidewalk
- Remove and Replace 6" Thick Sidewalk
- Remove and Replace 6" Thick Driveway
- Remove and Replace ADA Ramp

City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA F - page 2 of 2

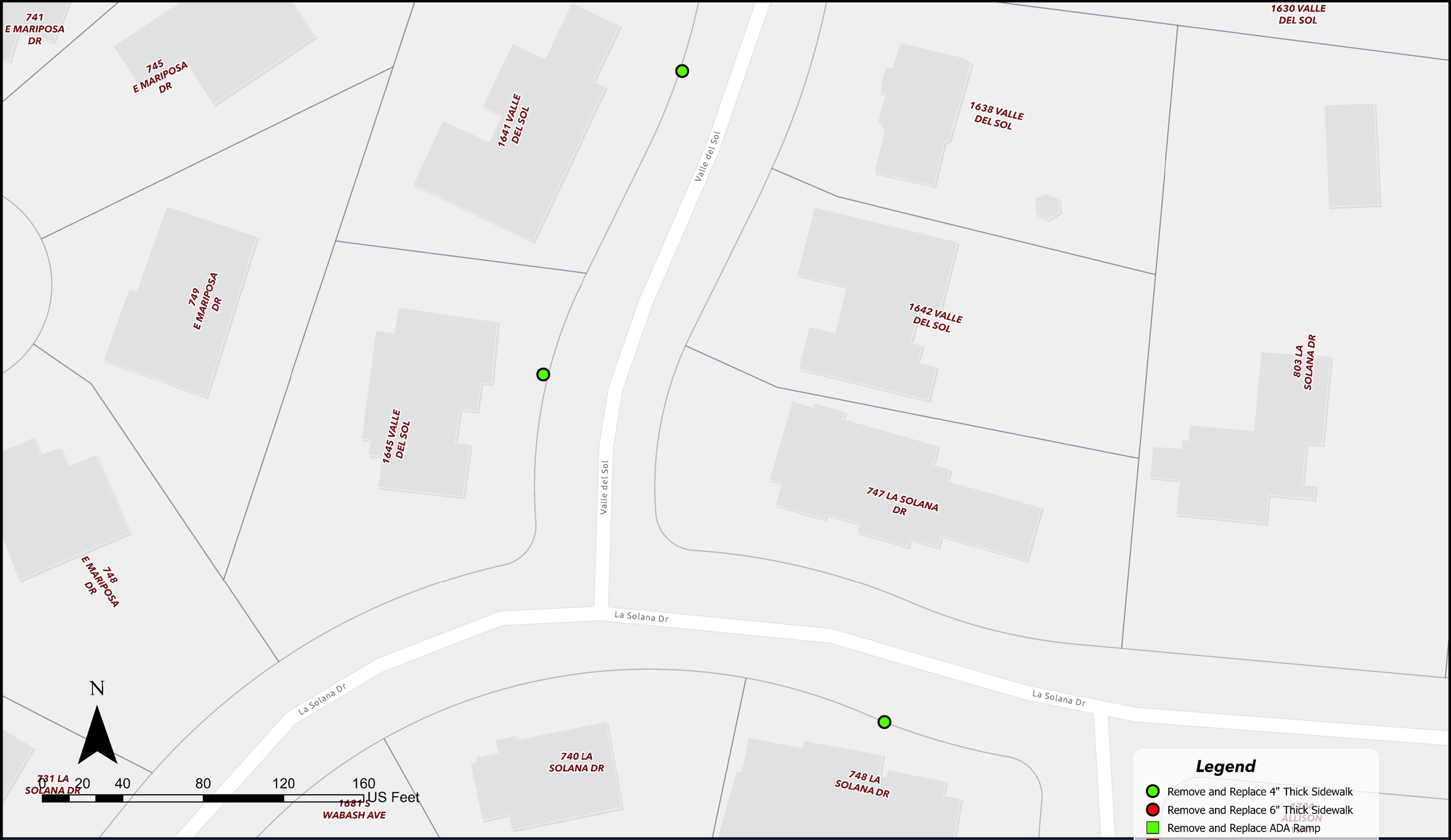
Author: Redlands GIS **Date:** 6/13/2025

2025 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT

Area G Quantities

Street Adress		Cross Street (If Applicable)	Side of Street	Length (LF)	Width (LF)	Sidewalk Area (SF) 4" Thick	Sidewalk Area (SF) 6" Thick	**Driveway Area (SF)	Notes
House Number	Street Name								
1641	Valle del Sol			114	4	456			
1645	Valle del Sol			35	4	140			
748	La Solana Drive			20	4	80			
					Total Quantities	676	-	-	

**Note: For driveway approach only - curb and gutter included in SF quantity



City of Redlands

2025 Sidewalk & ADA Ramp Replacement - AREA G - page 1 of 1

Author: Redlands GIS **Date:** 6/13/2025

APPENDIX E

a. City Encroachment Permit Form

(Contractor to obtain encroachment permit from the City as no-fee permit)

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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

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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	☐	☐

*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 OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/2/25

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other betterments/Improvements	101400	8501	MUED26002	$ 29,406.26
			$	$ 29,406.26

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
			$	$ 0.00

JUSTIFICATION: To supplement funding for the 2025 Citywide Sidewalk and ADA Replacement Project construction, an additional appropriation of $29,406.26 from the Sidewalk Improvement Reserve Fund (101) is required.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **K. 3.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Sole Source Professional Services Agreement with Rincon Consultants, Inc., for a landfill leachate environmental site assessment at the Wastewater Treatment Plant for an amount not-to-exceed $369,750, and determination 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 the 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 Professional Services Agreement with Rincon Consultants, 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 that the City Council approve the Sole Source Professional Services Agreement with Rincon Consultants, Inc. for a landfill leachate environmental site assessment at the Wastewater Treatment Plant for an amount not-to-exceed $369,750.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of a Professional Services Agreement with Rincon Consultants, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of a Professional Services Agreement with Rincon Consultants, Inc. for a landfill leachate environmental site assessment at the Wastewater Treatment Plant for an amount not-to-exceed $369,750.

DISCUSSION:

In 2020, Municipal Utilities and Engineering Department (MUED) staff discovered that leachate from the City's landfill had been intermittently disposed of in an unlined sludge drying bed at the City's Wastewater Treatment Plant (WWTP) for approximately six (6) years. Upon identifying this issue, MUED staff immediately discontinued the practice and notified the Santa Ana Regional Water Quality Control Board (Board) via conference call, followed by written notification.

Leachate is a liquid byproduct generated when water percolates through waste in a landfill. As it moves through, it extracts dissolved and suspended materials from the refuse (i.e., solid waste). Due to its potential to contain a mixture of constituents of concern, including, but not limited to, California Code of Regulations Title 22-listed metals, volatile and semi-volatile organic compounds, chlorinated pesticides, petroleum hydrocarbons, chlorinated herbicides, perchlorates, and per- and polyfluoroalkyl substances (PFAS), leachate must be carefully managed and conveyed to the WWTP under controlled conditions.

It was subsequently discovered that, at some point in the past, the use of a dedicated leachate pipeline system was discontinued and leachate was transferred to the WWTP by using a vacuum truck to pump leachate from 500-gallon bulk storage tanks at the landfill prior to disposal of the material in the WWTP's sludge drying beds. This transfer was carried out by both City staff and contractors. Once identified, the practice was immediately terminated, and use of a dedicated leachate pipeline to convey leachate directly to the WWTP was reinstated. The original dedicated leachate line extended more than 2,500 feet from the landfill to the WWTP. The City reconfigured the conveyance system and installed a new, shorter dedicated line with a flow meter, approximately 600 feet in length, that now provides a more direct and metered connection between the landfill and the WWTP.

It is estimated that approximately 56,000 gallons of leachate were unintentionally disposed of in the unlined sludge drying bed. When notified, the Board requested that the City prepare a Work Plan to investigate potential impacts to soil and groundwater. City staff hired Rincon Consultants, Inc. (Rincon) to develop and submit the required Work Plan, titled "Redlands Wastewater Treatment Facility Landfill Leachate Investigation," due to their recent experience with installing ground monitoring wells for site assessment at another location within the City. The Board provided comments in 2022 and issued additional guidance via email in 2023. After incorporating all required revisions, the Work Plan was formally approved by the Board on March 25, 2025.

The proposed Scope of Work, now presented to the City Council for consideration, is based on the Board's comments and outlines the necessary

level of effort to revise and finalize the Work Plan, implement a subsurface investigation, and prepare a report documenting findings and recommendations.

The Scope of Work includes the following key components:

- Soil sampling within the discharge area
- Groundwater monitoring well installation
- Groundwater sampling and laboratory analysis
- Management of investigative-derived waste
- Technical reporting and documentation
- Project management, meetings, and administrative support

The sole source selection of Rincon is warranted and necessary due to their direct involvement and knowledge of the landfill leachate investigation. Retaining a different consultant at this stage would result in project delays, disrupt continuity, and require a significant reinvestment of time and resources to become familiar with the project. Rincon's technical expertise and familiarity with the site and regulatory requirements make them the most qualified consultant to advance this project.

Approval of the professional services agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, as the agreement is not expected to 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
Tabitha Crocker, Facilities and Community Services Director
Goutam K. Dobey, City Engineer
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year: FY 25/26
Appropriation Required Y/N: No
Budgeted Y/N: Yes
Account No.: 521900
Discussion:

There is no fiscal impact associated with this action. Funding for this service is included in the FY 25/26 Wastewater Operations Budget.

Attachments

Rincon Professional Services Agreement
Sole Source Form_Rincon

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Landfill Leachate Environmental Site Assessment at the Wastewater Treatment Plant ("Agreement") is made and entered in this 2nd day of September, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Rincon Consultants, Inc. a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Landfill Leachate Environmental Site Assessment at the Wastewater Treatment Plant 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 John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of eighteen (18) months commencing as of the Effective Date, unless terminated earlier as provided herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Sixty-nine Thousand Seven Hundred Fifty Dollars ($369,750). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

Ryan Thacher, Director
Rincon Consultants, Inc.
1980 Orange Tree Lane, Suite 105
Redlands, CA 92374
rthacher@rinconconsultants.com
Phone: (831) 566-3081

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 "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. 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: _____
Mario Saucedo, Mayor

RINCON CONSULTANTS, INC.

By: _____
Ryan Thacher, Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task 1 Pre-Field Activities

Task 1.1 Work Plan Finalization and Coordination with SARWQCB

Revisions to the Work Plan and several meetings with the City of Redlands (City) and Santa Ana Regional Water Quality Control Board (SA RWQCB) were conducted following completion of the prior scope of work. These costs incurred as part of the previous Project phases will be included in the budget to cover these completed activities, in accordance with discussions between Rincon and the City of Redlands.

Task 1.2 Boring Mark-Outs and Utility Notification

Consultant will pre-mark the proposed soil sample locations and groundwater monitoring well locations with white flags and white spray paint and will notify Underground Service Alert (USA) utility marking service (DigAlert) prior to performing soil and groundwater sampling. California law requires this notification no less than 48 hours prior to drilling, not including the date of notification or public holidays. In addition, the City will provide any information they have regarding underground utilities in the project vicinity.

Task 1.3 Permitting

Consultant will obtain permits from the San Bernardino County Department of Public Health and Environmental Health Services (County) for well installation.

Task 1.4 Geophysical Survey (Optional)

A geophysical survey may be conducted prior to installation of the proposed groundwater monitoring well to confirm that no subsurface features will be encountered during well boring activities.

Task 1.5 Pre-Field Coordination

Prior to implementing the field activities described in Task 2, Consultant will hold one internal pre-field meeting with project management and field staff to review the scope of work. This task also includes Consultant's labor to prepare for field activities.

Task 2 Soil Sampling within the Discharge Area

Task 2.1 Discharge Area Soil Sampling

Two soil borings will be advanced to a total depth of 50 feet below ground surface (bgs) and four shallow soil borings will be advanced to a total depth of 5-feet bgs within the sludge drying bed. Deep soil samples will be collected at 0.5, 2, 5, 10, 20, 30, 40, and 50 feet bgs (i.e., 16 total samples) and observed geologic conditions will be logged. Samples will be collected from 0.5, 2, and 5-feet bgs at each of the shallow soil sampling locations (i.e., 12 total shallow soil samples). A total of three field duplicate samples will be collected.

Soil samples will be collected using United States Environmental Protection Agency (EPA) Method 5035, placed into volatile organic analysis glass vials, and submitted to the analytical laboratory to be analyzed for VOCs. All other soil samples will be placed in the laboratory supplied sampling containers specific to the requested laboratory analytical method, as described in the revised Work Plan. The soil boring locations will be recorded using a portable GPS receiver capable of submeter accuracy.

Task 2.2 Discharge Area Soil Sampling Laboratory Analytical
The soil samples collected from the sludge drying bed (i.e., 28 total soil samples plus three field blank samples) will be analyzed for the following constituents:
• Title 22 Metals by EPA Method 6010B/7470A/7471A
• Volatile organic compounds (VOCs) by EPA Method 8260B
• Semi-volatile organic compounds (SVOCs) by EPA Method 8270C
• Chlorinated pesticides by EPA Method 8081
• Total petroleum hydrocarbons (full carbon chain) by EPA Method 8015B
• Chlorinated herbicides by EPA Method 8151
• Perchlorate by EPA Method 314.0
• Per- and polyfluoroalkyl substances (PFAS) by Department of Defense (DoD) Quality Systems Manual (QSM) Version 5.1 or later.

Task 3 Groundwater Monitoring Well Installation, Sampling, and Laboratory Analytical
Task 3.1 Drilling Oversight
In accordance with the revised Work Plan, Consultant proposes to oversee the installation of a total of one groundwater monitoring well at the Wastewater Treatment Plant (WWTP) adjacent to the sludge drying bed (MW-01). The groundwater monitoring well will be installed using a sonic drill rig to an estimated target total depth of 250 feet below grade. If a sonic drill rig is not available when subsurface investigation activities are scheduled, an air rotary casing hammer (ARCH) drill rig may be used. In this case, continuous coring will not be conducted

A 4-inch diameter Schedule 80 polyvinyl chloride (PVC) well will be installed in the borehole; the bottom 30 foot well screen will be slotted Schedule 80 PVC pipe, with 0.010-inch slots, and solid Schedule 80 PVC pipe (riser) will be placed from the top of the well screen to the land surface. The annulus between the groundwater monitoring well and the borehole will be backfilled with Monterey No. 3 sand from the total borehole depth to 5 feet above the top of the well screen. A 3-foot thick (minimum) hydrated bentonite seal will be installed above the sand pack. Hydrated bentonite grout will be installed from the top of the bentonite seal of the shallow sand zone filter pack to 2 feet below grade. Concrete will be placed from 0 to 2 feet below grade. A traffic-rated vault will be installed around the groundwater monitoring well and completed at grade. A locking cap will be placed on top of the PVC riser at grade and a bottom PVC cap will either be screwed on or secured with stainless steel screws for each groundwater monitoring well. Construction details will be evaluated during well boring activities and the final well construction information will be presented in the assessment report.

Following installation of the groundwater monitoring well, well development activities will be conducted. Well development activities will be initiated at least 48 hours after groundwater monitoring well installation. The monitoring well will be developed by pumping, surging, and bailing until sediments in the bottom of the groundwater monitoring well are removed, the extracted water becomes clear. The groundwater monitoring well will be developed until water quality parameters (i.e.,pH, temperature, conductivity, and turbidity) stabilize. The water quality field parameters will be collected and recorded throughout the development process.

Task 3.2 Laboratory Analytical of Groundwater Installation Soil Sampling
Soil samples will be collected at 100, 150, 200, and 250 feet bgs during the boring activities associated with the installation of the groundwater monitoring well at MW-01. Consultant estimates that the soil samples collected (four total soil samples) will be analyzed for the COCs listed in Task 2.2.

Task 3.3 Well Surveying
The newly installed groundwater monitoring well will be surveyed by a State of California Licensed Land Surveyor. The elevation and the latitude and longitude of the top of well casing will be surveyed for the groundwater monitoring well.

Task 3.4 Groundwater Sampling
The newly installed monitoring well will be developed prior to groundwater sampling. A minimum of 3 days following well development, one groundwater sample will be collected from the newly installed groundwater monitoring well (i.e., MW-01). In addition, two of the existing wells will be sampled including one upgradient well (i.e., B-1C) and one downgradient well (i.e., B-4R).

In addition, one groundwater duplicate sample will be collected from the groundwater monitoring well MW-01. One equipment blank sample will be collected by pumping PFAS-free water through the sampling pump prior to collection of the groundwater samples from MW-01.

Prior to groundwater sampling, a PFAS free dedicated pump will be installed at the groundwater monitoring well. Groundwater sampling will be conducted using a bladder pump equipped with high density tubing. New tubing will be used to sample each groundwater monitoring well. Groundwater samples will be stored in a cooler chilled to 4 degrees Celsius and will be couriered to a state- certified analytical laboratory using chain-of-custody protocol. Precautions will be taken to follow the California State Water Quality Control Board (SWRCB) sampling guidelines for PFAS outlined in SWRCB (2020), as outlined in Appendix D of the revised Work Plan.

Task 3.5 Groundwater Laboratory Analytical
Consultant estimates that the three groundwater samples plus one field duplicate and one equipment blank sample will be analyzed for COCs including:
• Title 22 Metals by EPA Method 6010B/7471A/7471A
• VOCs by EPA Method 8260B

- SVOCs by EPA Method 8270C
- Chlorinated pesticides by EPA Method 8081
- Total petroleum hydrocarbons (full carbon chain) by EPA Method 8015B
- Chlorinated herbicides by EPA Method 8151
- Perchlorate by EPA Method 314.0
- PFAS by DoD QSM Version 5.1 or later.
- Specific conductance by SM 2510B.

In addition, groundwater samples will be analyzed for general chemistry parameters (i.e., total organic halides, total phenolics, fluoride, chloride, nitrogen as nitrate, sulfate, hardness as calcium carbonate, phosphate, phosphorus, orthophosphates, pH, temperature, total organic carbon, bicarbonate, carbonate, hydroxide, alkalinity, total dissolved solids, and chemical oxygen demand) as described in the revised Work Plan.

Task 4 Drilling Services

This task budget was developed to reflect the drilling services and general management of the drilling subcontractor for the drilling and well development services described in Task 2 and Task 3.

Task 5 Investigation Derived Waste Management

Upon completion of sampling at each boring location within the sludge drying bed, the boring will be backfilled with hydrated granular bentonite using a tremie pipe and capped to match the pre-existing ground surface. Investigation derived waste (IDW) such as soil cuttings, water removed during well development, and decontamination water will be stored in US Department of Transportation (USDOT) approved containers (i.e., drums or a roll-off bin), pending laboratory analytical results for offsite disposal at an appropriate receiving facility. One composite soil sample will be collected from the containers used to dispose of the soil cuttings from the installation of the groundwater monitoring well. Similarly, one composite water sample will be collected from the containers used to dispose of the water removed during well development (three total water samples). One composite soil sample will be collected from the containers used to dispose of the soil cuttings from the deep and shallow soil sampling within the sludge drying bed.

All USDOT-approved containers will be stored in a pre-determined location onsite, pending laboratory analytical results for waste characterization and disposal. The two soil samples and one water samples collected from the IDW drums will be analyzed for the full suite of analytes as described in Tasks 2.2 and 3.5.

Task 6 Reporting

Task 6.1 Well Completion Report

Consultant will submit a Well Completion Report to the County within 30 days of well installation.

Task 6.2 Draft Leachate Investigation Report

Consultant will prepare a report describing the results of the landfill leachate investigation. The report will present the analytical data and boring logs to characterize

the likely extent of environmental impacts associated with the leachate disposal, and provide recommendations for next steps (e.g., options for remediation, or additional assessment, if warranted).

Task 6.3 Final Leachate Investigation Report
Rincon will respond to comments received from the SA RWQCB to finalize the Leachate Investigation Report.

Task 6.4 Response to Comments and RWQCB Coordination
This task will only be used on an as-needed basis to respond to any comments from the RWQCB and to coordinate with the RWQCB during any report revisions.

Task 7 Project Management, Meetings, and Administration
Project management and administration task will cover ongoing correspondence with the City and the SA RWQCB, invoicing, and administrative project management cost, including coordination with field staff and coordination with subcontractors including the analytical laboratory, drilling subcontractor, and land surveyor.

Assumptions
Consultant has made the following assumptions in the preparation of this proposal:
Task 1
• Consultant is not responsible for any damages to underground improvements not clearly or accurately marked by the City. Consultant will contact DigAlert for utility mark-outs; however, it should be noted that DigAlert often does not mark the location of subsurface utilities located on private property. If Consultant damages any subsurface utility or structure that is not identified by the City, then the City will assume the cost and all liability related to repair and injury that may occur as a result of such an occurrence.
• Consultant understands that the processing of the well permits will require approximately 6-weeks by the County and that schedules will be developed accordingly.
• The geophysical survey will be completed within 1 day if required by the City of Redlands.
Task 2
• Laboratory analytical costs included in this proposal assume a standard turnaround time of 7 to 10 days for all analytes with the exception of PFAS. Turnaround times for PFAS analytical results are anticipated to be approximately 3 to 6 weeks. Laboratory analysis may be expedited for an additional fee.
• Consultant assumes that 20 percent of the soil samples will undergo Soluble Threshold Limit Concentration (STLC) testing for up to two metals (i.e., 14 total STLC tests), and that an additional 10 percent of the samples will undergo Total Threshold Limit Concentration (TCLP) testing for up to two metals (i.e., 7 total TCLP tests) to characterize the pond material for potential disposal purposes.
• Costs include the assumption that each sample will be analyzed for all target analytes; however, consistent with the Work Plan, if constituents are not detected in shallow soil samples applicable screening levels, deeper samples will not be analyzed for that particular analyte.
• Collection of deep and shallow soil samples is expected to take 3 days to complete.
• Task 2 will be completed following the completion of the pre-field activities described in Task 3.

Task 3

• Consultant assumes that 20 percent of the soil samples will undergo STLC testing for up to two metals (i.e., 2 total STLC test), and that an additional 10 percent of the samples will undergo TCLP testing for up to two metals (i.e., 1 total TCLP test) to characterize the pond material for potential disposal purposes.
• Task 3 includes the phased installation of a total of one groundwater monitoring well.
• Installation of the one groundwater monitoring well and well development is expected to take up to 6 days to complete.
• Time and effort associated with soil sampling during groundwater well installation is included in the 6 days to complete the one groundwater monitoring well.
• Laboratory analytical costs included in this proposal assume a standard turnaround time of 7 to 10 days for all analytes with the exception of PFAS. Turnaround times for PFAS analytical results are anticipated to be approximately 3 to 6 weeks. Laboratory analysis may be expedited for an additional fee.
•The costs described herein assume groundwater monitoring wells will be installed using a Sonic drill rig. Use of another type of drill rig may incur additional costs
• It is assumed that groundwater will be encountered at approximately 250 feet bgs. Should groundwater be encountered at shallower depths, a California Certified Professional Geologist will make recommendations for well construction given shallower groundwater.
• Groundwater sampling activities are assumed to be completed within 1 day for the well initially installed at MW-01, and an additional day to sample the two existing groundwater monitoring wells and the newly installed groundwater monitoring well, following development.
• Well surveying will be completed within one mobilization.
• A 4-inch diameter Schedule 80 PVC well will be installed in the borehole, and the bottom 30 foot well screen will be slotted Schedule 80 PVC pipe, with 0.010-inch slots. The solid Schedule 80 PVC pipe (riser) will be placed from the top of the well screen to land surface.
• The annulus between the groundwater monitoring well and borehole will be backfilled with Monterey No.3 sand from the total borehole depth to 5 feet above the top of the well screen.
• A 3-foot thick (minimum) hydrated bentonite seal will be installed above the sand pack. Hydrated bentonite grout will be installed from the top of the bentonite seal of the shallow sand zone filter pack to 2 feet below grade.
• Concrete will be placed from 0 to 2 feet below grade. A traffic-rated vault will be installed around the groundwater monitoring well and completed at grade. A locking cap will be placed on top of the PVC riser at grade and a bottom PVC cap will either be screwed on or secured with stainless steel screws for the groundwater monitoring well.
• Consultant's labor costs include oversight and management from a California Certified Professional Geologist throughout groundwater monitoring well installation.
• The drilling subcontractor will use a City-provided water meter to obtain PFAS-free water to be used during well development activities.

Task 5

• Costs for IDW include STLC or TCLP analysis. If metal concentrations do not require additional analysis to determine whether disposal as hazardous waste is required, these costs will not be incurred.
• Rincon assumes up to 35 drums of soil material and 17 drums of water to be stored on-site for up to 90 days during the well installation activities.

• Consultant assumes soil waste generated during soil boring activities within the Discharge Area will be characterized as hazardous waste due to the potential for PFAS impacts, and therefore will be disposed of separately as hazardous waste. However, the waste soil will be sampled and characterization will occur following the review of analytical results. If waste soil is characterized as non-hazardous, the waste generated during soil boring activities will be disposed of with the waste generated during groundwater well installation activities.
• Soil and water waste generated during groundwater well installation and development activities are assumed to be non-hazardous; however, Rincon will collect one waste sample per drum for waste characterization. If the waste generated during groundwater well installation and development activities is found to be hazardous, additional disposal fees will be incurred.

Task 6

Rincon assumes that the effort required to prepare the Leachate Investigation Report will include one round of revisions following review by the SA RWQCB.

Task 7

• Administration costs were prepared assuming up to 1 hour of invoice preparation per month, for up to 12 months of project administration.
• An assistant Project Manager will review invoices, prepare invoices for the City, and provide updates for the City via phone and email on a regular basis.
• Prior to each mobilization, the Rincon field program manager will spend up to 3 hours in coordination with the driller, analytical laboratory, land surveyor, and geophysical surveyor, for a total of up to 12 hours of coordination throughout the Project.
• Consultant assumes up to two meetings with the SA RWQCB and the City staff.
• Consultant will hold one kick-off meeting prior to each field mobilization, which will include each of the relevant subcontractors for each mobilization, for a total of up to four 30-minute kick-off meetings. The City will be included in these meetings

General

• The subsurface is amenable to sampling using the methods described in this proposal and the sampling can be completed in the specified time frame. Consultant will advise the City of any necessary revisions to the work scope as well as additional costs, if required.
• All areas of the site are accessible, and access will be secured by the City.
• Consultant has prepared this proposal in an effort to meet the most stringent requirements set forth by the SARWQCB; however, Consultant will make every effort to minimize costs throughout the process.

Deliverables

The following deliverables will be prepared during the activities associated with the respective task.

Task 1

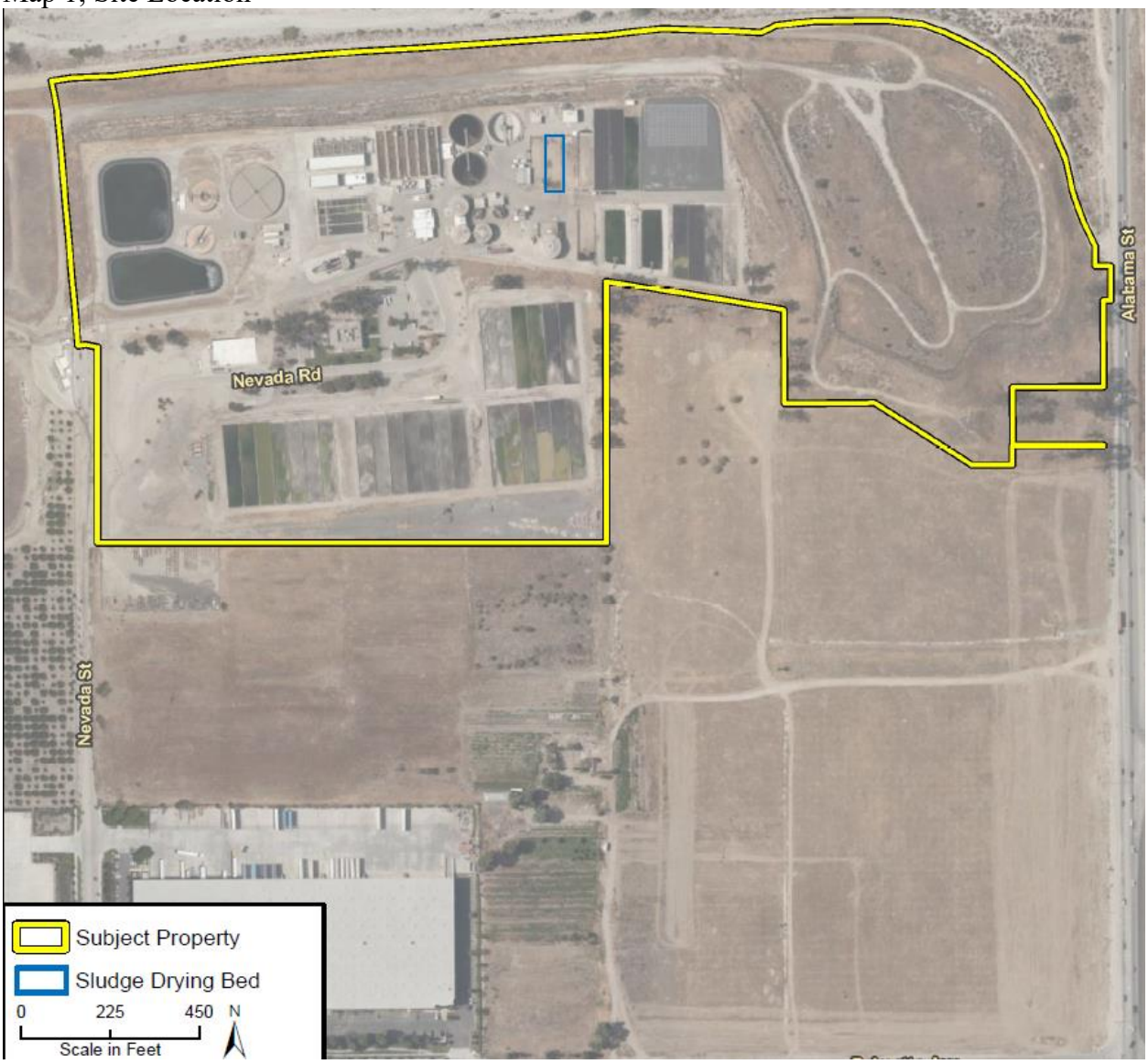
• DigAlert results will be shared with the City of Redlands upon request;
• The final well permit will be submitted to the City of Redlands for recordkeeping purposes; and
• The results of the geophysical survey will be shared with the City of Redlands.

Task 2

• Boring logs from the deep soil borings; and
• Laboratory analytical reports for deep and shallow soil samples.

Task 3
• Well survey documentation;
• As-built well construction diagram; and
• Groundwater laboratory analytical reports.
Task 5
• Analytical results for IDW; and
• Waste manifests.
Task 6
• Well Completion Report
• Draft Leachate Investigation Report; and
• Final Leachate Investigation Report.

Map 1; Site Location



Map 2; Proposed Sampling and Monitoring Locations (MW-01)



EXHIBIT "B"
PROJECT SCHEDULE

Tasks	Estimated Duration	Estimated Start Date	Estimated Completion Date
Task 1: Pre-Field Activities	1 month	September 2025	September 2025
Task 2: Soil Sampling within the Sludge Drying Beds	2 months	October 2025	November 2025
Task 3: Groundwater Monitoring Well Installation, Sampling, and Analytical Laboratory	2 months	October 2025	November 2025
Task 5: Investigation Derived Waste	1 month	December 2025	December 2025
Task 6: Leachate Investigation Report	1 months	January 2026	January 2026
Task 7: Project Management, Meetings and Administration	6 months	September 2025	March 2026

***Schedule is subject to change due to permitting, site conditions, and coordination needs; therefore, an agreement term of 18 months is proposed.**

EXHIBIT "C"

FEE SCHEDULE

Professional, Technical and Support Personnel*	
Senior Principal	$330
Principal	$318
Director	$318
Senior Supervisor II	$302
Supervisor I	$282
Senior Professional II	$264
Senior Professional I	$246
Professional IV	$218
Professional III	$203
Professional II	$180
Professional I	$160
Associate III	$135
Associate II	$121
Associate I	$113
Field Technician	$97
Technical Editor	$152
Project Accountant	$129
Billing Specialist	$111
Publishing Specialist	$124
Clerical	$111

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, data technology experts, and other professionals.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$160
Four Gas Monitor	$137
Flame Ionization Detector	$110
Photo Ionization Detector	$82
Hand Auger Sampler	$62
Water Level Indicator, DC Purge Pump	$46
CAPDash	$7,500
Natural Resources Field Equipment	
UAS Drone	$300
Spotting or Fiberoptic Scope	$170
Pettersson Bat Ultrasound Detector/Recording Equipment	$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$113
GPS (Submeter Accuracy)	$67

Infrared Sensor Digital Camera or Computer Field Equipment	$57
Scent Station	$23
Laser Rangefinder/Altitude	$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.55/$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$62
Refractometer (Salinity) or Turbidity Meter	$38
Large Block Nets	$114
Minnow Trap	$98
Net, Hand/Large Seine	$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$100
Insurance, Hazard, and Fees	
Historic Research Fees	$55
L&H Dive Insurance	$57/diver
Level C Health and Safety	$70/person

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment.

Task	Cost
Task 1 Pre-field Activities	$20,700
Task 2 Soil Sampling within the Discharge Area	$61,885
Task 3 Groundwater Monitoring Well Installation , Sampling, and Laboratory Analytical	$64,419
Task 4 Drilling Services	$146,740
Task 5 Investigative Derived Waste Management	$30,166
Task 6 Reporting	$23,705
Task 7 Project Management, Meetings, and Administration	$22,162
Total Project Budget	**$369,750**

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.

RINCON CONSULTANTS, INC.

By:_____ Date: _____

Ryan Thatcher, Director

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: 7/17/25

TO: Purchasing Division

FROM: MUED/FCS

Purchase Requisition # _____

Estimated Total Cost: $ 369,750

Proposed Vendor: Rincon Consultants, Inc.

Request Term: FY 25/26

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: _____

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:

Rincon Consultants, Inc. is uniquely qualified to perform the landfill leachate environmental site assessment at the City's WWTP due to their direct, ongoing involvement with this specific site and associated regulatory agency. Since 2020, Rincon has served as the lead environmental consultant overseeing the assessment, monitoring, and regulatory reporting of the landfill leachate disposal area. Their familiarity with the site's historical data, hydrogeologic conditions, and regulatory expectations has enabled them to establish a highly efficient and effective working relationship with the Santa Ana Regional Water Quality Control Board.

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.
Johana Silva

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Switching consultants would cause delays and increase the risk of non-compliance and potential Water Board penalties.

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

Fernando Mata Digitally signed by Fernando Mata Date: 2025.07.17 15:55:52 -07'00' 07/17/2025
Prepared by Date

7/30/2025
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council Meeting **K. 4.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Non-Professional Services Agreement with Synagro-WWT, Inc. for wastewater biosolids hauling and disposal services with an initial one-year term not to exceed $500,000 and options to extend for two additional years for a total potential amount not-to-exceed $1,500,000, and determination 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 the Non-Professional Services Agreement with Synagro-WWT, 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 City Council approval of the Non-Professional Services Agreement with Synagro-WWT, Inc. for wastewater biosolids hauling and disposal services, with an initial one-year term value not to exceed $500,000 and options to extend for two additional years.

RECOMMENDATION:

Staff recommends City Council determine that approval of a Non-Professional Services Agreement for wastewater biosolids hauling and disposal services 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 Agreement with Synagro-WWT, Inc. with an initial one-year term value not-to-exceed $500,000 and options to extend for two additional years for a total potential amount not-to-exceed $1,500,000.

DISCUSSION:

The City's Wastewater Treatment Plant (WWTP) process includes three (3) primary digesters and one (1) secondary digester to treat municipal wastewater. Organic solids are separated from the liquid stream and transferred to the anaerobic digesters, where physical and chemical breakdown occurs. This process produces a nutrient-rich product known as biosolids, that are processed into compost and used to improve soil health and support carbon sequestration. The WWTP Biosolids Management Program produces Class B biosolids that meet U.S. EPA guidelines for land application as fertilizer.

In accordance with the City's purchasing policy, staff developed a Request for Bid (RFB) for wastewater biosolids hauling and disposal services. The RFB scope of services requires the selected contractor to provide daily biosolids hauling and comply with all applicable federal, state, and local regulations governing the transport and beneficial reuse of biosolids. Based on operational data, the WWTP produces between 470 and 535 wet tons of biosolids monthly, with an average daily output of 15 to 20 wet tons. Although monthly production has historically remained below 550 wet tons, the contractor must be prepared to handle surges of up to 900 wet tons in any given month due to operational fluctuations or emergency conditions.

The RFB was competitively advertised, and the City Clerk conducted a public bid opening on June 18, 2025. Bids were evaluated by City staff, and Synagro-WWT, Inc. submitted the lowest responsive and responsible bid.

Bid Opening Report:

Plan Holder's Name	**Bid Certification Signed**	**Total Bid Amount**
Synagro-WWT, Inc.	Yes	$79.44/Wet Ton
Rust Logistics	Yes	$92.00/Wet Ton

Staff recommends approval of a Non-Professional Services Agreement with Synagro-WWT, Inc. for wastewater biosolids hauling and disposal service. This agreement includes an initial one-year term value not-to-exceed $500,000 and options to extend for two (2) additional years for a total potential amount not-to-exceed $1,500,000. Approval of the agreement is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it may be seen with certainty that doing so will not negatively impact 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 25/26
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$500,000
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

There is no fiscal impact associated with approval of this Agreement. Funding for this service is included in the FY 2025-26 Wastewater Service Fund, and will be included in future fiscal year budgets if the Agreement is extended.

Attachments

Bid Report
Biosolids Hauling NPS Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bid was opened on the **18th day of June 2025 at 11:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Wastewater Biosolids Hauling and Disposal Services. Project No. 20250509-FM.** 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	Total Bid Amount
1	Synagro-WWT, Inc., Baltimore, MD	Yes	$79.44/ Wet Ton
2	Rust Logistics, El Cajon, CA	Yes	$92.00/ Wet Ton

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Fernando Mata

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of wastewater biosolids hailing and disposal services ("Agreement") is made and entered in this 2nd day of September, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Synagro-WWT, 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 wastewater biosolids hauling and disposal 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 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.

4.2 Contractor shall furnish a faithful performance 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 Five Hundred Thousand Dollars ($500,000) 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 Five Hundred Thousand Dollars ($500,000) for the first Extended Term; and Five Hundred Thousand Dollars ($500,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of One Million Five Hundred Thousand Dollars ($1,500,000). 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 the 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	Emil Kneis, Sales Support Manager
City of Redlands	Synagro-WWT, Inc.
35 Cajon Street	435 Williams Court, Suite 100
P.O. Box 3005 (mailing)	Baltimore, MD 21220
Redlands, CA 92373	ekneis@synagro.coml
jdonaldson@cityofredlands.org	(410) 688-4438
(909) 798-7531	(410) 779-3558

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 – FORCE MAJEURE

7.1 "Force Majeure" is defined as an event beyond the reasonable control, and attributable to the negligence or willful misconduct, of the Party affected, including but not limited to the following: flood, earthquake, storm, lightning, fire, explosion, war, riot, civil disturbance, strike, sabotage, or electrical outage, provided, however that Force Majeure shall not include any equipment failure due to normal wear and tear or due to neglected maintenance or repair.

7.2 If either Party shall be unable to carry out any obligation under this Agreement due to Force Majeure, this Agreement shall remain in effect, but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that:

A. The non-performing Party gives the other Party written notice no later than seventy-two (72) hours after the occurrence of the Force Majeure describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and the expected duration of the disability; and regular reports with respect thereto during the period of Force Majeure and the disability; and

B. The suspension of performance is of no greater scope and of no longer duration that is required by the Force Majeure; and

C. The non-performing Party uses its best efforts to remedy its inability to perform.

7.3 Notwithstanding the foregoing, the settlement of strikes, lockouts, and other labor disputes shall be entirely within the discretion of the affected Party, and such Party shall not be required to settle any strike, lockout, or other labor dispute on terms which it deems inadvisable.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 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.

8.2 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 9 – GENERAL CONSIDERATIONS

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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

SYNAGRO-WWT, INC.

By: _____
Emil Kneis, Sales Support Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Project Overview:

The City of Redlands owns and operates a Wastewater Treatment Facility (WWTF), located at 1950 Nevada Street, Redlands, CA 92374, under the management of the Municipal Utilities and Engineering Department. The Contractor shall provide biosolids hauling services in accordance with all applicable federal, state, and local regulations governing the removal, transportation, and beneficial reuse of biosolids.

Based on 2024 operational data, the facility generates approximately 470 to 535 wet tons of biosolids per month, with an average daily output of 15 to 20 wet tons, assuming daily hauling operations. Historical production has remained below 550 wet tons per month; the Contractor must be capable of accommodating up to 900 wet tons in any given month to account for potential surges in production or emergency conditions.

The Contractor will be responsible for furnishing trailers, delivering empty units, and hauling full trailers to an off-site, permitted composting facility. Services are typically required seven (7) days a week, although frequency may vary based on operational needs.

The Contractor shall also provide and maintain a yard tractor (commonly referred to as a “goat”) or equivalent vehicle to move trailers within the WWTF. The Contractor is responsible for the operation, maintenance, and safety of the equipment during its own use. WWTF staff may occasionally use the Contractor’s yard truck for operational purposes; when doing so, the City assumes responsibility for its own use of the equipment. Both parties shall ensure that only trained and authorized personnel operate the vehicle in accordance with site safety protocols.

Each party shall be solely responsible for any damage, liability, or claims arising from its respective use of the yard truck. The Contractor shall indemnify and hold harmless the City of Redlands, its officers, employees, and agents from any claims, damages, or liabilities resulting from the Contractor’s operation of the equipment.

The WWTF operates 365 days per year; however, City-observed holidays may not require hauling and disposal services, depending on operational conditions. Whether services is required on a holiday will be at the sole discretion of the City and will be communicated to the Contractor at least 72 hours in advance.

City-observed holidays include:

HOLIDAY	DAY OBSERVED
New Year's Day	*January 1*
Martin Luther King Day	*Third Monday in January*
President's Day	*Third Monday in February*
Cesar Chavez	*March 31*
Memorial Day	*Last Monday in May*
Juneteenth	*June 19*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Columbus Day	*Second Monday in October*
Veteran's Day	*November 11*
Thanksgiving Day	*Fourth Thursday in November*
Friday after Thanksgiving Day	*Friday after Thanksgiving Day*
Christmas Eve	*December 24*
Christmas Day	*December 25*

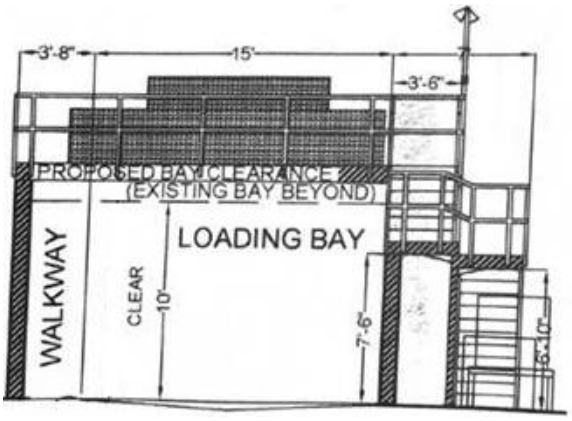
The Contractor shall be responsible for ensuring that all vehicles and equipment used in the performance of this contract comply with applicable regulations issued by the California Air Resources Board (CARB), including but not limited to Title 13, California Code of Regulations, Division 3, Chapter 9, effective January 1, 2024. The City of Redlands will not be responsible for any penalties, delays, or enforcement actions resulting from non-compliant vehicles or fuel usage.

Scope of Services:

-Contractor shall supply a yard tractor and trailer seven days per week to support daily biosolids hauling. Services are expected to be provided 365 days per year, including all holidays, unless the City provides written notice of service delay at least 72 hours in advance. Site address: 1950 Nevada St., Redlands, CA 92374.
-The biosolids to be hauled are classified as Class B under 40 CFR Part 503 and must be transported and disposed of in accordance with all applicable federal, state, and local regulations governing Class B biosolids.
-Biosolids hauling shall occur only between 6:00 a.m. and 2:30 p.m. PST, unless alternative arrangements are approved in advance by City staff.
-If the Contractor anticipates any difficulty in meeting the scheduled service window, they shall notify the City's staff at least three (3) hours in advance.
-Annual Documentation: The Contractor shall provide an Annual Operations Summary for each calendar year, detailing biosolids hauling and disposal activity. The summary shall include total wet tons, dry tons, and dry metric tons hauled per month, site location, and receiving site information. The Contractor shall also submit current Class A Exceptional Quality (EQ) Compost Certifications from the receiving facility, verifying that the end product complies with EPA Class A EQ standards. All documentation shall

be submitted to the City no later than January 31 of the following calendar year or upon request.

-The Contractor must provide a yard tractor and trailer compatible with the City's loading bay platform structure, as shown in the reference image below. Each hauling event shall involve the delivery of one empty trailer and the removal of one full trailer. The yard tractor (goat/mule) must remain onsite and shall be provided by the Contractor. The Contractor is solely responsible for the safe parking, alignment, and departure of equipment from the loading area. The Contractor shall provide sufficient personnel who are properly licensed, certified, and trained to perform all work described in the Scope of Services.



-The Contractor shall be solely responsible for researching, understanding, and complying with all applicable federal, state, regional, and local laws, codes, ordinances, and regulations that govern or affect the performance of the Work. This includes, but is not limited to, regulations imposed by the California Air Resources Board (CARB), South Coast AQMD, the State Water Resources Control Board, and local transportation or environmental agencies.

-The Contractor shall assume full title to, and complete responsibility for, all biosolids upon loading onto the Contractor's transport trailer at the WWTF. This includes responsibility for transportation, regulatory compliance, and proper disposal at a permitted facility in accordance with all applicable laws and regulations.

-The Contractor shall provide documentation for each load of biosolids removed from the site at the time of removal. This may include chronologically numbered load tickets or other equivalent tracking forms that identify the date, time, and load details. All documentation shall be submitted with the corresponding invoice and maintained in a manner acceptable to the City.

-Each load hauled off-site shall be weighed at a certified weigh station that complies with applicable weights and measures regulations. A valid weight ticket or equivalent record shall be provided with the invoice and retained by the Contractor for verification upon request.

-Pricing shall be all-inclusive and cover all charges associated with the Scope of Services, including but not limited to personnel, tipping fees, weights and measures, equipment, insurance, fuel, mileage, and supplies.

EXHIBIT "B"
FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Synagro-WWT, Inc. , a Maryland corporation, (hereinafter designated as "Principal") have entered into an agreement dated July 02 , 2025 ("Agreement), which is hereby referred to and made a part hereof whereby Principal agrees to install and complete certain designated public improvements (the "Work"); 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 Five Hundred Thousand Dollars ($500,000) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, 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 _____, 2025.

(SEAL)	(SEAL)
Developer	
(Principal)	(Surety)
	BY:
(Signature) Name, Title	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

EXHIBIT "C"
PRICE AND FEE BID

Item	Description	Unit Price (Per Wet Ton)
1.	Price shall include, but is not limited to, hauling, disposal, permits, regulatory fees, fuel surcharges, and any other fee associated with the hauling and disposal services of biosolids from the City of Redlands Wastewater Treatment Facility	$79.44

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.

SYNAGRO-WWT, INC.

By:_____ Date: _____

Emil Kneis, Sales Support Manager

City Council Meeting **K. 5.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a sole source purchase order modification with Clean Energy to increase the total compensation to an amount not-to-exceed $700,000 for upgrades, parts, and repair services for the City's LNG/CNG fuel island (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 approve a sole source purchase order modification with Clean Energy to increase the total compensation to an amount not-to-exceed $700,000.

RECOMMENDATION:

Staff recommends that the City Council approve a sole source purchase order modification with Clean Energy to increase the total compensation to an amount not-to-exceed $700,000 for upgrades, parts, and repair services for the City's LNG/CNG fuel island.

DISCUSSION:

The City of Redlands Corporate Yard has operated as a key provider of alternative fuels specifically Renewable Liquefied Natural Gas (RLNG) and Compressed Natural Gas (CNG), since 2003. These fuels support the City's commitment to sustainable fleet operations and generate substantial revenue through external sales, averaging approximately $1.1 million annually. In addition to LNG and CNG, the City's fuel island supplies unleaded and diesel fuels for the City's fleet, making the station an essential component of both operational efficiency and revenue generation.

Over the past two decades, the LNG/CNG fuel island has supported a steady increase in external customer usage. While the station has continued to meet demand, the original infrastructure, including essential hardware and software systems, is now significantly outdated and approaching the end of its serviceable life. A key component of concern is the Programmable Logic Controller (PLC), which is no longer supported by the manufacturer and cannot be repaired or replaced due to discontinued parts. To ensure continued operational efficiency, system compatibility, and long-term service reliability, critical updates and repairs are now necessary.

To address this issue, Clean Energy proposes to replace the outdated PLC with a modern Siemens PLC and Human-Machine Interface (HMI), thereby restoring the reliability and performance of the system. Clean Energy, the original equipment provider and the only vendor with the technical expertise to maintain this proprietary system, has submitted a proposal totaling $516,375.00 for the required upgrade. Clean Energy has consistently provided maintenance and support for the LNG/CNG island since its inception, demonstrating a unique capability and established track record with the City’s infrastructure.

On July 1, 2025, the City Council approved a sole source purchase order with Clean Energy for an amount not to exceed $400,000 for fuel island maintenance services and parts. Of that amount, approximately $200,000 was allocated for routine maintenance, with the remaining balance reserved for a scheduled infrastructure upgrade. As the station continues to require regular operational support in addition to the proposed hardware improvements, staff recommends amending the existing purchase order by increasing the not-to-exceed amount from $400,000 to $700,000 to accommodate both the planned upgrade and ongoing service needs and to ensure uninterrupted operation of this critical facility.

ALTERNATIVES:

City Council may elect not to approve the sole source purchase order modification. However, this action will adversely affect the Division's ability to service the City's equipment.

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 2025-26
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Amount:	$700,000
Budgeted Y/N:	Y
Account No.:	607900

Discussion:

Sufficient funding for these services is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2025-26 as approved by the City Council.

Attachments

A. Clean Energy Sole Source
B. Clean Energy Proprietary Letter
C. Station Upgrade Proposal

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: 8/1/25

TO: Purchasing Division

FROM: FCS - Equipment Maintenance

Purchase Requisition # 12600408

Estimated Total Cost: $ 700,000

Proposed Vendor: Clean Energy Crynogenics

Request Term: FY 2025-26

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: LNG Station

Manufacturer/Model Number: Northstar Inc.

Age: 22 Years

Current Estimated Value: N/A

☒ 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:

B - See attached proprietary letter
F - See response #5

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

Clean Energy is the primary source for technicians, equipment and supplies to provide maintenance and repairs to the City's LNG station. While there are other companies that offer technicians who are experience the specific equipment that was installed in 2003, using another company would cause delays in repairs and substantially higher rates for

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

Larry Alms Digitally signed by Larry Alms Date: 2025.04.14 14:10:38 -07'00' 8/1/2025

Prepared by Date

_____

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date

April 14, 2025

Tricia Swope
Manager, Facilities & Community Service
City of Redlands
1270 West Park Ave
Redlands, California 92373

Dear Ms. Swope:

Clean Energy, through its subsidiary, Clean Energy Cryogenics, has been providing maintenance repair services on the City of Redland's ("City") Liquefied Compressed Natural Gas ("LCNG") fueling facility since the completion of the station in 2003. This sound business partnership has been the result of Clean Energy's unparalleled LCNG experience and knowledge of the City's fueling facility.

The City's LCNG fueling facility was constructed with proprietary equipment including Cryogenics' Station Operating Software, which controls the operations of the entire station. Clean Energy's unique ability to service the station was demonstrated several years back when a competitor was selected to complete station repairs but was unable to restore fueling operations.

Clean Energy recommends quarterly site inspections and routine maintenance to ensure all LCNG fueling equipment is operating properly. The quarterly site visit fee is $5,224. Callouts for corrective services will be billed at R&M Rates of $150 from 8am-5pm M-F and $225 from 5pm-8am M-F, Weekends & Holidays.

Clean Energy looks forward to continuing to service the City's station. Thank you in advance for your consideration.

Sincerely,

Candice Kenyon

Candice Kenyon
Senior Account Sales Analyst

Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
949.437.1000

June 5, 2025

Andy Madiedo
Fleet Services Supervisor
City of Redlands
Amadiedo@cityofredlands.org
1270 W. Park Avenue, Redlands, CA 92373

Subject: City of Redlands Controls Upgrade

Clean Energy is pleased to submit this proposal for a controls upgrade at the City of Redlands LNG/LCNG station. Also included is a quote to add a second LCNG pump for redundancy.

1.0 Scope of Work:

1. Replace the existing PLC with a Siemens PLC and HMI
    a. If the equipment can fit into the existing cabinet, that will be the preferred route. Otherwise, CE will provide a new, larger cabinet.
        i. If a larger cabinet is required, the controls area will need to be expanded, taking one parking space from the adjacent parking area.
2. Wire existing equipment into new PLC
3. Provide programming to operate equipment using the new PLC
4. Provide on-site commissioning services for the new PLC

1.1 Optional Equipment:

1. Additional 15 GPM LCNG pump to add redundancy.
2. Vaporizer for new LCNG pump.
3. Pull wire for new pump, temperature and pressure transmitters and terminate in PLC cabinet
4. Incorporate new equipment in PLC
5. Provide on-site commissioning services for the new LCNG pump
6. Remove existing stairs on site and replace with aluminum ladder style found on other Clean Energy sites. This will allow room for the new equipment.

2.0 Cost:

Budgetary Cost				
Item	**Description**	**Qty**	**Unit**	**Total**
1	Base Scope: Controls upgrade	1	LS	$ 172,683
1.1	Installation	1	LS	$ 70,084
	Base Scope Subtotal			**$ 242,767**
2	Alternate Scope: 2nd LCNG pump	1	LS	$ 218,881
2.1	Installation	1	LS	$ 54,727
	Alternate Scope Subtotal			$ 273,608
			TOTAL	**$ 516,375**

3.0 Additional Notes, Conditions, and Exclusions:

1. Shipping is not included in this cost. All equipment will be FOB Evanston, WY.
2. This price does not include taxes (if applicable).
3. Cost for installation is budgetary.
4. Any civil work that is required should the Alternate be approved) (ie. Moving the fence and extending the electrical pad to accommodate larger panel) is excluded from CE scope.
5. Cost for 2nd LCNG pump assumes that open conduits are available for wire pulls.
6. Cost assumes that all wiring currently installed on site is operational and re-usable.

If you have any questions about this proposal or need any additional information, please feel free to contact me.

Sincerely,

Candice Kenyon

Candice Kenyon
Candice.Kenyon@cleanenergyfuels.com
Senior Account Sales Analyst

City Council Meeting **L. 1.**

DATE: 09/02/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Individual Council Member Report on Activities for July and August 2025 from Mayor Pro Tem Shaw (City Clerk Donaldson)

DISCUSSION:

Mayor Pro Tem Shaw has requested to include this report on the agenda for recording purposes. The report does not require City Council approval.

Attachments

July & August 2025 Council Activities

July & August 2025 Council Activities

Mayor Pro Tem Marc Shaw

- Attended Redlands Emergency Services Academy graduation ceremony
- Attended “Bowling with a Cop” event at Empire Bowl
- Attended several Chamber of Commerce Ribbon Cutting ceremonies
- Attended Fire Station 262 Grand Reopening event
- Attended Redlands Airport Association event celebrating National Aviation Day
- Attended Back to School Jam hosted by Micah House
- Met with Plymouth Village Resident Association
- Attended Redlands East Valley High School Stadium Grand Opening
- Met with RUSD Superintendent Juan Cabral
- Meeting with City Manager to discuss ongoing issues