AMENDED
12/12/25 at 4:30pm

CITY OF REDLANDS

CITY COUNCIL

A G E N D A

DECEMBER 16, 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

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, DECEMBER 16, 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.)

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

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

Property:	APN: 0292-166-08-0000 (Grove School)
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Dr. Michelle Sweezey, Head of School, The Grove School
Under Negotiation:	Terms of possible property transfer to The Grove School

6:00

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Tejeda***
Pledge of Allegiance by Mission Elementary School
(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. **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.)

H. **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 December 2, 2025 (City Clerk Donaldson)

2. Approve the Local Appointments List for 2026 of all regular and ongoing commissions and boards of the City of Redlands (Mayor Saucedo)

3. Approve recommendation for Student Commissioner Appointments for calendar year 2026 (Mayor Saucedo)

4. Approve the recommendation for the appointments of Rosa Dominguez. Alicia Gyllenhammer, Kawa Shwaish and Karah Shaw to the Planning Commission (Mayor Saucedo and Mayor Pro Tem Shaw)

Recycled Paper

5. Adoption of Ordinance No. 2995 Amending Chapters 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, and 2.66 of the Redlands Municipal Code to establish quarterly meetings, and reduce the membership of, the City of Redlands' Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Commission and Human Relations Commission (Assistant City Manager McConnell)

6. Adoption of Ordinance No. 2996 adding Chapter 2.30 of the Redlands Municipal Code to establish a Street Tree Commission (Assistant City Manager McConnell)

7. Approve the First Amendment to the Agreements with Family Service Association of Redlands and The Salvation Army to continue providing homeless resource services for rapid rehousing, and authorize the reallocation of funds in the amount of $50,000 to support these services (Assistant City Manager Boatman)

8. Approve the side letter agreements with the Teamsters Local 1932, the Redlands Association of Mid-Management Employees, the Redlands Association of Management Employees, the Redlands Civilian Safety Employees Association, the Redlands Police Officers Association and the Redlands Association of Safety Management Employees to modify the respective articles within each Memorandum of Understanding relating to longevity pay to ensure compliance with CalPERS reporting requirements; and approve Salary Resolution No. 8744 and updated Salary Schedules (Human Resources/Risk Management Director Meteau)

9. Adopt Resolution No. 8741 - Annual Report of Development Impact Fees for the Year Ended June 30, 2025, and Adoption of Findings (Management Services/Finance Director Garcia)

10. Approve the First Amendment to the Agreement with KNN Public Finance, LLC to extend the term of the agreement to October 2027 to allow for continued financial advisory services (Management Services/Finance Director Garcia)

11. Approve the First Amendment to the Agreement with NewEdge Services, LLC, to increase the total compensation by an amount not to exceed $154,900, to implement system improvements to the City's permitting software, Cityworks (Management Services/Finance Director Garcia)

12. Adopt Resolution No. 8740 establishing a contractor list pursuant to the California Uniform Public Construction Cost Accounting Act, and determine that approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Interim Municipal Utilities and Engineering Director Casey)

13. Approve a Memorandum of Understanding with Redlands Chamber Foundation, recommended by the Parks and Recreation Advisory Commission, authorizing enhancements within the parcel described as APN 0170-142-12-0000 and determination that approval of the agreement is exempt from California Environmental Quality Act (CEQA) guidelines pursuant to Section 15061 (Facilities and Community Services Department Director Crocker)

I. **Public Hearings**

1. Public Hearing to consider and adopt Ordinance No. 2997 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2025 Edition of the California Fire Code which incorporates by reference the 2024 International Fire Code, with necessary California and City of Redlands amendments (Fire Chief Sessler)

   (Mayor to declare meeting open as a public hearing)

   a. Public Hearing to consider Ordinance No. 2997 amending Chapter 15.20 of the Redlands Municipal Code relating to the adoption 2025 California Fire Code (California Code of

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Regulations, Title 24, Part 9 including Appendices B, BB, C, CC, D, P), by reference and making amendments thereto.

2. Public Hearing to consider and adopt Ordinance No. 2998 amending Chapter 15.30 of the Redlands Municipal Code and adopting the 2025 Edition of the California Wildland-Urban Interface Code which incorporates by reference the 2024 Wildland-Urban Interface Fire Code, with necessary California and City of Redlands amendments (Fire Chief Sessler)

   (Mayor to declare meeting open as a public hearing)

   a. Public Hearing to consider Ordinance No. 2998 amending Chapter 15.30 of the Redlands Municipal Code relating to the adoption 2025 California Wildland-Urban Interface Code (California Code of Regulations, Title 24, Part 7 including Appendix A), by reference and making amendments thereto

3. Continued Public Hearing to consider Ordinance No. 2993 - Ordinance Text Amendment No. 370 to update the development standards and design regulations contained in Redlands Municipal Code Chapter 18.156, Article VII, pertaining to the construction of accessory dwelling units (ADUs). This proposal qualifies for exemption from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines.

   (Mayor to declare meeting open as a public hearing)
   (Development Services Director Desatnik)

4. Consideration of Resolution No. 8739 for General Plan Amendment No. 151 to update Figure 5-7 (Truck Route Map) in the City of Redlands 2035 General Plan. This proposal qualifies for exemption from environmental review in accordance with Sections 15061(b)(3), 15308 and 15378(b)(5) of the CEQA Guidelines

   (Mayor to declare meeting open as a public hearing)
   (Development Services Director Desatnik)

J. **New Business**

1. Consideration of Resolution No. 8738, establishing intention to form a Climate Resilience District (CRD); establish the Redlands CRD Board; appointment of members to the CRD Board; and determine that adoption of the resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(b)(4) and (b)(5) of the CEQA Guidelines (Management Services/Finance Director Garcia)

2. Consideration of the Sole Source invoice payment to Systems & Software, Inc. for support of the enQuesta Utility Database for Customer Management in an amount of $291,207 for annual software hosting, maintenance and support (Management Services/Finance Director Garcia)

3. Consideration of a Public Works Construction Contract with Matich Corporation for the Pavement Management Program (PMP) 2025 Street Resurfacing Project for an amount not-to-exceed $5,566,094, approval of an additional appropriation in the amount of $1,566,094, and determination that the Project is categorically exempt from environmental review pursuant to Section 15301 of the State's Guidelines for Implementing the California Environmental Quality Act (Interim Municipal Utilities and Engineering Director Casey)

4. Consideration of an agreement with Axon Enterprise, Inc. in the amount of $3,544,704.03 for body-worn camera equipment/software, Drone as First Responder (DFR), Virtual Reality and Justice Suite; and approval of an additional appropriation of $708,940.79 from the General Fund's unassigned fund balance and Asset Forfeiture Fund (Police Chief Tolber)

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5. Consideration of Ordinance No. 2988 to Amend and Restate Chapter 6.05 of the Redlands Municipal Code Relating to the Regulation of Potentially Dangerous and Vicious Dogs (Facilities and Community Services Department Director Crocker)

6. Consideration of Ordinance No. 2989 and Resolution No. 8716 Amending Chapter 6.24 of the Redlands Municipal Code Relating to Noisy Animals and Authorizing Implementation Procedures (Facilities and Community Services Department Director Crocker)

7. Consideration of Resolution No. 8745 approving Agreements for the Improvements to the State Street City Hall Facility for a total amount not-to-exceed $16,145,665.95; an additional appropriation in the amount of $16,145,665.95 to the Safety/City Hall Replacement Fund; and determine that approval is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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

L. **Adjournment**
The next regular meeting of the City Council will be held on January 20, 2026.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

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City Council Meeting **H. 1.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of December 2, 2025 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of December 2, 2025.

Attachments

December 2, 2025 Minutes

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on December 2, 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; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
One Case:
a. Coyote Aviation 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 Mayor Pro Tem Shaw followed by the pledge of allegiance to the American flag. Mayor Saucedo announced that City Manager Duggan was attending the meeting remotely.

CLOSED SESSION REPORT

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

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Joe Alcarez and Kennel Attendant Hailey Stuck showed off "Sky", a two-year-old female Husky, who is available for adoption, along with thirty-eight other dogs and two cats at the Redlands Animal Shelter. Mr. Alcarez provided the Shelter statistics for November 2025, which included: 13 adopted dogs and 6 adopted cats. The Shelter is offering a special "Pawlidays" adoption price of $25 for the month of December.

Holiday Performance

The Redlands Girls Vocal Ensemble, led by Katharine Bond, performed musical selections celebrating the holiday season.

City's 2025 Holiday Video

Public Information Officer Carl Baker presented the City's 2025 Holiday video wishing the community a wonderful holiday season. The Mayor thanked Multimedia Production Coordinator, Kam Kalanui, for his production work.

PUBLIC COMMENT

Mall - Dennis Bell found it interesting that the mall property has changed owners again. He hoped the new plans would prove to be more successful than previous developers. He still thought the City had missed an opportunity to purchase the mall for use as the police station.

Cypress Avenue Stop Sign - Bruce Laycook encouraged the Council to take action and move forward with the installation of a 4-way stop sign at Cypress Avenue and Alvarado. He said there was even more urgency now because of the new traffic signal slated for Cypress and Cajon.

Agendas - Steve Rogers raised several questions about who is responsible for preparing and finalizing the City Council agendas and who determines which items are placed under the Consent section.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the regular meeting minutes of November 18, 2025.

Vote: 5 - 0 Passed

Accept Kaiser Permanente Substance Abuse Prevention Outreach Grant

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council unanimously accepted, by roll call vote, the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $15,000; approved an additional appropriation in the amount of $15,000 in the Governmental Grants fund; and approved one part-time Outreach Coordinator position with the Homeless Solution Division, for a limited term not-to-exceed 24 months.

Vote: 5 - 0 Passed

Final Map Approval for Tract No. 20755

Development Services Director Desatnik provided an overview of the Final Map for Tract No. 20755. On April 8, 2025, the Planning Commission approved Tentative Tract Map No. 20755 which proposed the subdivision of approximately 3.12 acres for mixed-use development purposes at the northeast corner of Eureka Street and Stuart Avenue. The subdivider has satisfied all conditions of approval of the tentative map. Staff and the City's contracted land surveyor have reviewed the final map and determined that it substantially conforms to the approved tentative map. The subdivision improvement agreement (to be recorded with the final map) and associated financial security (based on the construction cost estimated by the project engineer), ensure that off-site improvements will be installed during project development. As public comment, Steve Rogers insisted that the City's processing of the Final Map was in violation of the California Subdivision Map Act, and he recommended the Council deny approval. City Attorney Garcia clarified that approval of the Tentative Tract Map by the Planning Commission and approval of the Final Map for Tract No. 20755 by the City Council complies with code and is perfectly legal.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the final map for Tract No. 20755 is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15268(b)(3); and approved the final map for Tract No. 20755, for mixed-use development purposes at the northeast corner of Eureka Street and Stuart Avenue.

Vote: 5 - 0 Passed

First Amendment Developing Standard ADU Design Plans

Development Services Director Desatnik offered highlights of a Professional Services Agreement, originally approved in June 2025, with RRM Design Group for the preparation of standard construction design plans for Accessory Dwelling Units (ADUs). The First Amendment will provide staff additional time to work with the consultant and prepare the draft architectural design plans, as well as refine and finalize the architectural plans over the next few months. This will extend the timeline beyond the original expiration date of December 31, 2025, and staff is requesting an extension of six months to June 30, 2026. As public comment, Steve Rogers thought this was a waste of money and a one-size-fits-all approach with standard plans may not be feasible as each ADU project is unique and has distinct site conditions.

On motion of Council Member Eddie Tejeda, seconded by Mayor Pro Tempore Marc Shaw, the City Council unanimously determined, by roll call vote, that approval of the First Amendment 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 First Amendment to the Professional Services Agreement with RRM Design Group, extending the deadline to June 30, 2026, for performance of services associated with the development of standard design plans for Accessory Dwelling Units (ADUs).

Vote: 5 - 0 Passed

CFD No. 2001-1 & CFD No. 2003-1 Annual Reports

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council unanimously agreed, by roll call vote, to receive and file the Annual Reports for Community Facility District (CFD) No. 2001-1 and Community Facility District (CFD) No. 2003-1 pursuant to Local Agency Special Tax and Bond Accountability Act (SB 165).

Vote: 5 - 0 Passed

New Year's Eve Orange Drop Event In-Kind Support

Facilities and Community Services Director Crocker introduced the request for use of city resources and in-kind support in the amount of $35,368.22 related to the New Year's Eve Orange Drop event hosted by the Redlands Chamber of Commerce on December 31, 2025. As public comment, Chamber of Commerce Executive Director Evan Sanford thanked the City for their partnership and support of this event. The Chamber intends to provide a free family-friendly event featuring live music, vendors, performers, food, and a kids' zone that will include jumpers, face painters and other children's activities. The evening's entertainment, including performances and a live DJ, will culminate in the signature Orange Drop at 9:00 p.m. The event aims to bring the community together and also attract visitors from across the East Valley and Inland Empire, providing exposure and business opportunities for local merchants and vendors.

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 and in-kind support in the amount of $35,368.22, approved temporary street closure related to the New Year's Eve Orange Drop event hosted by the Redlands Chamber of Commerce to be held on December 31, 2025.

Vote: 5 - 0 Passed

Redlands Bowl Christmas Under the Stars Event In-Kind Request

Facilities and Community Services Director Crocker introduced a request in the amount of $5,860.83 for the street closure related to the Redlands Bowl Christmas Under the Stars event hosted by the Redlands Bowl Performing Arts on December 12, 2025. As public comment, Dennis Bell questioned why the in-kind request for this one single event appeared disproportionately high compared to the request made for several events held throughout the summer at the Redlands Bowl Summer Music Festival.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, 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 and approved the expenditure of City resources and in-kind support in the amount of $5,860.83; and authorized and approved the temporary street closures detailed in the staff report for the Redlands Bowl Christmas Under the Stars event, which will be held on December 12, 2025.

Vote: 5 - 0 Passed

Facility Use Agreement SBC Department of Adult and Aging Services

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of the Facility Use Agreement with the San Bernardino County Department of Adult and Aging Services - Public Guardian is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061(b)(3); and approved the Facility Use Agreement with the San Bernardino County Department of Adult and Aging Services - Public Guardian for the use of designated spaces at the Ediberto & Gloria Flores Senior Center and the Joslyn Senior Center.

Vote: 5 - 0 Passed

Resolution No. 8736 Surplus Lands Annual Report

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. 8736 to receive an annual report of City of Redlands surplus lands, declaring certain City-owned properties classified as "not surplus" or “exempt property”, and determined that adoption of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Ordinance No. 2994 Amending Title 15 Building and Construction Code Update

Mayor Saucedo declared the meeting open as a public hearing and called on Development Services Director Desatnik for a report on Ordinance No. 2994, amending Title 15 (Buildings and Construction), by adopting by reference the 2025 California Building Code, 2025 California Residential Code, 2025 California Electrical Code, 2025 California Mechanical Code, 2025 California Plumbing Code, 2025 California Green Building Standards Code, 2025 California Energy Code, 2025 California Historical Building Code, and the 2025 California Existing Building Code, and making amendments related thereto. The adoption process takes place every three years and the latest update was published by the State on July 1, 2025. With no further discussion, Mayor Saucedo closed the public hearing.

On motion of Council Member Eddie Tejeda, seconded by Mayor Pro Tempore Marc Shaw, the City Council unanimously adopted, by roll call vote, Ordinance No. 2994, amending Title 15 (Buildings and Construction), by adopting by reference the 2025 California Building Code, 2025 California Residential Code, 2025 California Electrical Code, 2025 California Mechanical Code, 2025 California Plumbing Code, 2025 California Green Building Standards Code, 2025 California Energy Code, 2025 California Historical Building Code, and the 2025 California Existing Building Code, and making amendments related thereto.

Vote: 5 - 0 Passed

NEW BUSINESS

Ordinance No. 2995 Various City Commissions and Boards

Assistant City Manager McConnell explained that Ordinance No. 2995 and Resolution No. 8742 were prepared as a result of the recommendations made by the Ad Hoc Committee of Mayor Pro Tem Shaw and Council Member Barich. Ordinance No. 2995 amends Chapters 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, and 2.66 of the Redlands Municipal Code to establish quarterly meetings, and reduce the memberships of, the City of Redlands Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Preservation Commission and Human Relations Commission.

Resolution No. 8742 establishes a quarterly meeting schedule for the Airport Advisory Board, the Parks and Recreation Advisory Commission, the Municipal Utilities/Public Works Commission, the Street Tree Commission, the Traffic and Parking Commission, the Cultural Arts Commission, the Citrus Preservation Commission and the Human Relations Commission.

As public comment, Steve Rogers was opposed to reducing the number of commission members, as this would limit public input and participation. Chamber of Commerce Executive Director Evan Sanford supported the move to limit commission members to five, but was opposed to reducing meeting frequency. Commissions play a vital role, and he was concerned this action could create bottlenecks and delay critical safety projects. Bruce Laycook argued that opportunities for civic engagement were already limited, and reducing the number of commissioners would only further restrict their ability to participate. He added this could possibly discourage engagement and lead to less diversity amongst commissions. Andy Hoder was concerned that less frequent meetings might result in lengthy agendas that become difficult to manage effectively within the allotted meeting time.

Council Members discussed and considered a variety of topics including term

limits, parameters for calling special meetings when needed, staggering terms as a way to retain experience and knowledge, and the commitment to evaluate the effectiveness of these changes in a year. As a part of the Ad Hoc Committee, Mayor Pro Tem Shaw said the goal was to try to balance efficiency while maintaining public engagement and being respectful of people's time. Council Member Barich added that as part of the fact-finding mission, they reached out for input from every commission chair and considered past commissioners as well. It was agreed to revisit this item in a year and reevaluate the effectiveness of the changes.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously introduced, by roll call vote, Ordinance No. 2995, amending Chapters 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, and 2.66 of the Redland's Municipal Code to establish quarterly meetings and reduce the memberships of the City of Redlands Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Preservation Commission and Human Relations Commission; and approved Resolution No. 8742, as amended, establishing a quarterly meeting schedule for the Airport Advisory Board, the Parks and Recreation Advisory Commission, the Municipal Utilities/Public Works Commission, the Street Tree Commission, the Traffic and Parking Commission, the Cultural Arts Commission, the Citrus Preservation Commission and the Human Relations Commission.

Vote: 5 - 0 Passed

Ordinance No. 2996 & Resolution No. 8734 Establishing Street Tree Commission

Assistant City Manager McConnell summarized Ordinance No. 2996 adding Chapter 2.30 to the Redlands Municipal Code to establish a Street Tree Commission and Resolution No. 8734 to disestablish the Street Tree Committee and transfer of the current members of the Street Tree Committee to the Street Tree Commission.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously introduced, by roll call vote, Ordinance No. 2996 adding Chapter 2.30 to the Redlands Municipal Code to establish a Street Tree Commission; and approved Resolution No. 8734 to disestablish the Street Tree Committee and transfer the current members of the Street Tree Committee to the Street Tree Commission

Vote: 5 - 0 Passed

Resolution No. 8737 Proposition 47 Grant Award

Assistant City Manager Boatman briefly provided background on the success of the Homeless Solutions Program and Proposition 47 (Prop 47) grant award. Homeless Solutions Manager David Rabindranath presented Resolution No. 8737, authorizing the City Manager or his designee to execute the grant award agreement for $2,000,000 and execute the Sub-recipient Agreements, any amendments, and all other related documents associated with the Proposition 47 (Prop 47) grant award. One million will go towards staffing needs and $1 million will be directed to the City's partners.

On June 23, 2025, the Board of State and Community Corrections announced the Proposition

47 Cohort grant deadline. The City of Redlands was awarded grant funding of $2,000,000, which will be allocated to local non-profit service providers as sub-recipients in order to meet the project's proposed outcomes. Funding for the agreements under the Homeless Resource Services Program will begin on October 1, 2025 and will end on June 30, 2029. These funds will focus on addressing homelessness and supporting mental health services, treatment for substance-use disorder, and diversion programs for people in the criminal justice system. Council Members praised Mr. Rabindranath for his commitment and dedication to serving the homeless population and making such a positive difference.

As public comment, Chamber of Commerce Executive Director Evan Sanford voiced enthusiasm about partnering with the City, and said the Chamber is looking forward to being a catalyst for change while providing employment services to those in need. Bruce Laycook commended David Rabindranath and his staff for their stellar work with the homeless population and thanked the Council for their leadership in prioritizing this crucial work.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the Prop 47 Cohort 5 Grant, awarded in the amount of $2,000,000; adopted Resolution No. 8737, authorizing the City Manager or designee to: 1) Execute the Prop 47 Cohort 5 Grant Agreement with the Board of State and Community Corrections (BSCC); 2) Execute any necessary sub-recipient agreements, amendments, and all other related documents associated with the grant; authorized an additional appropriation of $2,000,000 to the appropriate grant fund and accounts to implement the grant program; and approved the sub-recipients as further detailed in the staff report as single/sole source providers for the Prop 47 Cohort Grant.

Vote: 5 - 0 Passed

Fire Department Purchase of Replacement Brush Engine and Water Tender

Fire Chief Sessler detailed the need for an authorization to release $31,773 from the Fire Equipment Fund Reserve for the purchase of a replacement Brush Engine from South Coast Fire Equipment and the Water Tender from Fire Apparatus Solutions for a total amount of $1,331,773. There is a critical need to replace one Brush Engine and one Water Tender. These apparatuses are essential for wildland and structure fire suppression, as well as for various emergency responses throughout the city and surrounding areas. The Brush Engine is designed for off-road capability and rapid response to vegetation fires, while the Water Tender provides a vital water supply in areas without hydrants or with limited water infrastructure. Both units have exceeded their recommended service life due to age and heavy use. Replacing them will ensure the department continues to provide reliable, safe, and efficient fire suppression and emergency response services.

On motion of Council Member Eddie Tejeda, seconded by Mayor Pro Tempore Marc Shaw, the City Council unanimously authorized, by roll call vote, the release of $31,773 from the Fund Reserve for Fire Equipment for the purchase of a replacement Brush Engine and Water Tender; approved an additional appropriation of the same amount of $31,773; approved the purchase of the replacement Brush Engine from South Coast Fire Equipment and the Water Tender from Fire Apparatus Solutions for a total amount of $1,331,773; and authorized the City Manager, or designee, to execute the necessary purchase agreements in accordance with City purchasing guidelines.

Vote: 5 - 0 Passed

Ordinance No. 2997 Amending Chapter 15.20 Fire Code Update

Fire Chief Sessler described Ordinance No. 2997 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2025 Edition of the California Fire Code which incorporates by reference the 2024 International Fire Code, with necessary California and City of Redlands amendments. This Ordinance will nullify and replace the current Ordinance No. 2948, which was enacted in 2022 as part of the previous fire code adoption process. A public hearing to consider adoption of Ordinance No. 2997 is scheduled to be held on December 16, 2025, at 6:00 p.m.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously introduced, by roll call vote, Ordinance No. 2997 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2025 Edition of the California Fire Code which incorporates by reference the 2024 International Fire Code, with necessary California and City of Redlands amendments; and directed the City Clerk to publish notice in accordance with Government Code Section 6066, that a public hearing to consider recommendation to the City Council is to be held on December 16, 2025 at 6:00pm. This ordinance will nullify and replace the current Ordinance No. 2948, which was enacted in 2022 as part of the previous fire code adoption process.

Vote: 5 - 0 Passed

Ordinance No. 2998 California Wildland-Urban Interface Code Update

Fire Chief Sessler presented Ordinance No. 2998 amending Chapter 15.30 of the Redlands Municipal Code and adopting the 2025 Edition of the California Wildland-Urban Interface Code which incorporates by reference the 2024 International Wildland-Urban Interface Code, with necessary California and City of Redlands amendments. This Ordinance will nullify and replace the current Ordinance No. 2696, that was enacted in 2008 as part of a previous code adoption process. A public hearing to consider adoption of Ordinance No. 2998 is scheduled to be held on December 16, 2025 at 6:00pm, or as soon thereafter as the matter may be heard.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Denise Davis, the City Council unanimously introduced, by roll call vote, Ordinance No. 2998 amending Chapter 15.30 of the Redlands Municipal Code and adopting the 2025 Edition of the California Wildland-Urban Interface Code which incorporates by reference the 2024 International Wildland-Urban Interface Code, with necessary California and City of Redlands amendments. This Ordinance will nullify and replace the current Ordinance No. 2696, that was enacted in 2008 as part of a previous code adoption process.

Vote: 5 - 0 Passed

Resolution No. 8743 Interim Municipal Utilities and Engineering Director Appointment

Assistant City Manager McConnell explained that City Manager Duggan recommended approval of Resolution No. 8743, appointing Ray Casey as the Interim Municipal Utilities and Engineering (MUED) Director — Government Code Section 21221(h), through April 15, 2026, or upon the hiring of the permanent replacement, whichever occurs sooner. The MUED Director position will be vacant as of December 9, 2025. In order to maintain day-to-day operations of the department and provide essential services to the public, staff is recommending the hiring of Ray Casey, a CalPERS Retired Annuitant. Mr. Casey possesses the specialized skills and experience needed to perform in this interim capacity. Government Code Section 21221(h) permits retired annuitants under the California Public Employees' Retirement System (CalPERS) to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position. No other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate can be provided to the retired annuitant.

City Attorney Garcia pointed out a minor change must be made to Resolution No. 8743, identifying that the governing body authorized the search for a permanent appointment on December 2, 2025, not December 1, 2025. As public comment, Steve Rogers was pleased to see that Ray Casey would take on the interim MUED Director duties. Andy Hoder thanked Director Harris for his intelligent and thoughtful leadership and wished him well in his new endeavors. The Council Members concurred and offered their own appreciation of Director Harris's professionalism.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council unanimously appointed, by roll call vote, Resolution No. 8743, as amended, appointing Ray Casey as the Interim Municipal Utilities and Engineering Director – Government Code Section 21221(h), through April 15, 2026, or upon the hiring of the permanent replacement, whichever occurs sooner.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Christmas TreeLighting - Council Members thoroughly enjoyed the tree lighting event, thanked staff for such a great evening and said it only continues to get better every year.

Mayor Saucedo attended the League of California Cities installation of new officers, Congressman Pete Aguilar’s town hall meeting, participated in two community toy drives: one hosted at W. Stewart Barbershop, and another at the Sylvan Park Car Show and Toy Drive on November 30. He attended Senator Rosilicie Ochoa Bogh’s Holiday Open House and the Redlands Police Department Volunteers (CVP/CERT) holiday event at the Community Center. He also acknowledged the 10-year anniversary of the terrorist attack in San Bernardino and Redlands.

Mayor Pro Tem Shaw submitted his report of activities for the month of November 2025, as available online and attached to the staff report.

Council Member Barich attended the Redlands Animal Shelter ribbon-cutting ceremony, the Redlands Police Officers annual Thanksgiving event at Sylvan Park. He participated in the Lincoln Shrine’s Gettysburg Address program featuring an Abraham Lincoln reenactor,

supported the Fire Explorers fundraiser at The Falconer and took part in Shop Small Redlands activities.

Council Member Tejeda attended the Fire Explorer's fundraising event at the Falconer, met with Linda Hamilton of ANCA, participated in the Police Officers Thanksgiving dinner at Sylvan Park, and enjoyed an Open House hosted by Senator Ochoa Bogh.

Council Member Davis met with the Youth Council students, attended the TruEvolution Gala at the Mitten Building on November 22, joined the State Treasurer for lunch at Finney's, and participated in the Redlands Climate Policy Council. She enjoyed the Redlands Police Officers annual Thanksgiving event at Sylvan Park and helped distribute turkeys and Thanksgiving meals at Building a Generation on November 25.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:58 P.M. The next regular meeting of the City of Redlands City Council will be held on December 16, 2025.

City Council Meeting **H. 2.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Local Appointments List for 2026 of all regular and ongoing commissions and boards of the City of Redlands (Mayor Saucedo)

MOTION:

I move to approve the Local Appointments List for 2026 as required by Government Code Section 54972.

DISCUSSION:

In accordance with Government Code Section 54972, each legislative body is required to prepare a list of all regular and ongoing commissions and boards which are appointed by the City Council. The list is to include all appointive terms which will expire during the next calendar year with the name of the incumbent appointee, the date of appointment, the date the term expires and the necessary qualifications for the position. To comply with Government Code Section 54972, staff has prepared the attached local appointments list for calendar year 2026.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Amy Edwards, Senior Administrative Assistant

Attachments

Local Appointments list 2026

CITY OF REDLANDS
BOARDS, COMMISSIONS AND
COMMITTEES LOCAL APPOINTMENTS LIST
FOR 2026
(Govt. Code § 54972)

AIRPORT ADVISORY BOARD

Board members shall serve without compensation and shall be residents of the City and neither officers nor employees thereof.

Name of Incumbent	Appt. Date	Date Term Expires
Robert Pearce	9/5/17	5/1/26

CITRUS PRESERVATION COMMISSION

Commission members shall serve without compensation and shall be neither officers nor employees of the City.

Name of Incumbent	Appt. Date	Date Term Expires
John Smith	2/21/23	4/16/26
Thomas Lanza	5/3/22	4/16/26
Roger Hardy	9/7/21	4/16/26
Janet Ward	9/3/24	4/16/26

CULTURAL ARTS COMMISSION

Commission members shall serve without compensation and shall be residents of the City and neither officers nor employees thereof.

Name of Incumbent	Appt. Date	Date Term Expires
Rick Cummings	7/16/24	1/6/26
Dennis Christensen	9/18/12	1/6/26
Daniel Rodriguez	5/3/22	1/6/26
Daniel Gohman	12/21/21	1/6/26

HISTORIC AND SCENIC PRESERVATION COMMISSION

Commission members shall serve without compensation and shall be residents of the City and neither officers nor employees thereof.

No terms expire in 2026 for the Historic and Scenic Preservation Commission

HUMAN RELATIONS COMMISSION

Commission members shall serve without compensation and shall be residents of the City of Redlands and neither officers nor employees thereof. The student members of the Commission shall serve without compensation and shall be from the sophomore or junior class of a Redlands Unified School District High School or a local University or College at the time of appointment to the Commission.

Name of Incumbent	Appt. Date	Date Term Expires
Student Commissioner	1/1/2026	12/31/2026
Vanessa Annaguey Aranda	4/19/22	4/19/26
Roy George	4/19/22	4/19/26
Alicia Gyllenhammer	9/17/24	10/18/26
Julie Houston	4/19/22	4/19/26

LIBRARY BOARD

Name of Incumbent	Appt. Date	Date Term Expires
William Hatfield	2/19/97	1/1/26
Kate Pretorius	9/6/16	1/1/26

MUNICIPAL UTILITIES/PUBLIC WORKS COMMISSION
Commission members shall serve without compensation and shall be residents of the City of Redlands and neither officers nor employees thereof.

Name of Incumbent	Appt. Date	Date Term Expires
Chandrasekar Venka Traman	9/4/19	11/16/26
Steve Stockton	11/6/18	11/16/26

MEASURE T OVERSIGHT COMMITTEE
Committee members shall serve without compensation, shall each be a resident of the city with the exception of the two (2) members representing the city's employee bargaining units, and shall be neither a member of any other standing commission, board or committee of the city nor an employee thereof.

Name of Incumbent	Appt. Date	Date Term Expires
Safety Bargaining Unit Member		7/16/26
Non-Safety Bargaining Unit Member		7/16/26

PARKS & RECREATION COMMISSION
Commission members shall serve without compensation and shall be residents of the City of Redlands and neither officers nor employees thereof. The student member of the Commission shall serve without compensation and shall be from the junior class of a Redlands Unified School District High School at the time of appointment to the Commission.

Name of Incumbent	Appt. Date	Date Term Expires
Student Commissioner	01/01/2026	12/31/2026
Justin Weekley	3/15/22	1/6/26

PLANNING COMMISSION
The Commission members shall be residents of the City of Redlands and neither officers nor employees thereof.

Name of Incumbent	Appt. Date	Date Term Expires
Rosemarie Gonzales	1/622	1/6/26
Matthew Endsley	10/6/20	1/6/26
Maryn Mineo-Wells	1/6/22	1/6/26
Karah Shaw	5/21/19	1/6/26

STREET TREE COMMISSION
The Commission members shall serve without compensation and shall be residents of the City of Redlands and neither officers nor employees thereof.

No terms expire in 2026 for the Street Tree Commission

TRAFFIC AND PARKING COMMISSION

Members of the Commission shall serve without compensation and shall be residents of the City of Redlands and neither officers nor employees thereof. The student member of the Commission shall serve without compensation and shall be from the junior class of a Redlands Unified School District High School at the time of appointment to the Commission.

Name of Incumbent	Appt. Date	Date Term Expires
Kevin Morningstar	12/20/22	12/20/26
Bill Waddell	12/20/22	12/20/26

City Council Meeting **H. 3.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for Student Commissioner Appointments for calendar year 2026 (Mayor Saucedo)

MOTION:

1. I move to appoint Emma Bernstein, Redlands East Valley High School, to serve as the student commissioner on the Human Relations Commission for calendar year 2026.

2. I move to appoint Xavier Ramon Castellon, Redlands High School, to serve as the student commissioner on the Traffic and Parking Commission for calendar year 2026.

3. I move to appoint Evan Aguilar, Redlands East Valley High School, to serve as the student commissioner on the Parks and Recreation Advisory Commission for calendar year 2026.

RECOMMENDATION:

It is recommended by Mayor Saucedo that the City Council approve the recommendation for these student appointments.

DISCUSSION:

In August of this year, staff contacted the local high schools in Redlands, both public and private, to seek applications from students interested in serving as a student commissioner on the Human Relations Commission, the Traffic and Parking Commission, and the Parks and Recreation Advisory Commission for calendar year 2026.

In accordance with the Redlands Municipal Code, students must be a member of the junior class of a high school located in Redlands. Students serve for one

calendar year and have full voting privileges on the commission to which they are assigned. Attached are copies of 6 student applications received for the three commissions.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Amy Edwards, Senior Administrative Assistant

Attachments

Student Applications 2026

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Email completed for to: RedlandsOCM@cityofredlands.org

City Manager's Office

NOV 13 2025

Received

COMMISSION\BOARD APPLIED FOR:

- ☐ Human Relations Commission
- ☐ Parks and Recreation Advisory Commission
- ☑ Traffic and Parking Commission

Name Aabir Khan

Address [redacted] City Redlands, CA

Telephone (Mobile [redacted] (Home) N/A

Email: [redacted] High School: Redlands High School

Reasons for desiring to serve – relevant experience and qualifications:

I was interested in the opportunity to learn about how engineering ideas are implemented in our community. Some of my experiences include:

STEAMWORKS: taught Student led coding course at Cope MS.

Redlands Robotics: Contributed CAD experience to a competitive student led robotics organization

President of CAD Club: Organized, created, and taught CAD course at RHS

Signature Aabir Khan Date 10/11/25

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

(1) Max Shen

Telephone [redacted]

(2) Aaron DeVoe

PREFERS EMAIL: [redacted]

Telephone

Return Application to: **Office of the City Manager**
CITY OF REDLANDS
300 E. State Street, Suite 690, Redlands, CA 92373, or
RedlandsOCM@cityofredlands.org

I

Received by the City Manager's Office 11.13.25 - AE

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Email completed for to: RedlandsOCM@cityofredlands.org

COMMISSION\BOARD APPLIED FOR:

- [ ] Human Relations Commission
- [x] Parks and Recreation Advisory Commission
- [ ] Traffic and Parking Commission

Name Elena Zhang

Address [redacted] City Loma Linda

Telephone (Mobile) [redacted] (Home) _____

Email: [redacted] High School: Redlands High School

Reasons for desiring to serve – relevant experience and qualifications:

Ever since I was young, Redlands' parks have been central to my life; from running races in Prospect Park trails to enjoying community fairs at Smiley Library. My firsthand experiences have shown me the care and collaboration required to protect our public spaces. I would love to serve as a Student Commissioner to give back to the parks that have shaped my childhood.

While I am new to formal park management, I bring the skills I have accumulated over years of serving Redlands in different ways. As a former member of the Boys and Girls Club of Redlands, I returned in my freshman year to launch its chess program, creating educational opportunities for younger members. At my alma mater, Cope Middle School, I lead Math Club as a tutor. I also contributed to a local state senator's campaign in San Bernardino, gaining firsthand insight into civic leadership and community action. In recognition of my dedication to service, I was honored with the President's Volunteer Service Gold Medal in 10th grade. As Vice President of the Environmental Club at RHS, I have led student initiatives to clean under served trails and raise sustainability awareness. Serving as debate captain and a member of the Principal's Student Advisory Council at Redlands High School has given me experience in fundraising, event planning, and most importantly, understanding how research informs policy decisions. My published research on water and air quality management, conducted in collaboration with a George Mason University professor has deepened my appreciation for implementing evidence-based research in policy making. Each of these experiences has prepared me to contribute meaningfully to Redlands' Parks and Recreation Commission.

Signature _____ Date 11-12-2025

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

(1) Cielo Benavides
Boys and Girls Club Hansberger Clubhouse
Unit Manager
Telephone [redacted]

(2) Dr. Vaughan Kusko
Redlands High School Counseling
Department Chair
Telephone [redacted]

Return Application to: **Office of the City Manager**
CITY OF REDLANDS
300 E. State Street, Suite 690, Redlands, CA 92373, or
RedlandsOCM@cityofredlands.org

I

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Email completed for to: RedlandsOCM@cityofredlands.org

City Manager's Office

NOV - 6 2025

Received

COMMISSION\BOARD APPLIED FOR:

- [x] Human Relations Commission
- [x] Parks and Recreation Advisory Commission
- [x] Traffic and Parking Commission

Name Emma Bernstein

Address [redacted] City Redlands

Telephone (Mobile) [redacted] (Home) [redacted]

Email: [redacted] High School: Redlands East Valley HS

Reasons for desiring to serve – relevant experience and qualifications:

I am seeking the opportunity to serve as a student commissioner for the City of Redlands to make an impact in my community. This is an excellent chance to have my voice represented and demonstrate my passion for making changes that will positively impact our community. I bring four years of experience on Student Council, and membership in PossAbilities Club, National Honor Society, and the California Scholarship Federation to this role. I am an active member as a Student Representative on the School Advisory Committee at the Redlands Unified School District Office, working to make schools district wide safer and more comfortable for students. Through these experiences I have learned how to advocate for members of my student body and communicate effectively. I hope to use these experiences to make a positive and lasting difference in our community.

Signature EMB Date 11/05/2025

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

(1) Eva Shinnerl
AP Lang Teacher

Telephone [redacted]

(2) Becky Buyak
ASB Advisor

Telephone [redacted]

Return Application to: **Office of the City Manager**
CITY OF REDLANDS
300 E. State Street, Suite 690, Redlands, CA 92373, or
RedlandsOCM@cityofredlands.org

I

Received by the City Manager's Office 11.10.25 - AE

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Email completed for to: RedlandsOCM@cityofredlands.org

COMMISSION\BOARD APPLIED FOR:

- [x] Human Relations Commission
- [x] Parks and Recreation Advisory Commission
- [ ] Traffic and Parking Commission

Name Evan Aguilar

Address [redacted] City Redlands

Telephone (Mobile) [redacted] (Home) [redacted]

Email: [redacted] High School: Redlands East Valley HS

Reasons for desiring to serve – relevant experience and qualifications:

I have dedicated my most formative years as a student to the wellbeing of others and to the institutions in our wonderful city. Through my experience as Redlands East Valley's Junior Class President, student representative to the Optimist and Rotary Clubs of Redlands, and active member in school organizations such as the PossAbilities Club, California Scholarship Federation, and National Honors Society, I have learned the importance of representing others. I am confident in my ability to strengthen discussions regarding our community, and would be honored to help build a city uplifted by trust and collaboration.

Signature [signature] Date 11/05/2025

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

(1) Shana Kamper
REVHS Principal
Telephone [redacted]

(2) Becky Buyak
REVHS ASB Advisor
Telephone [redacted]

Return Application to: **Office of the City Manager**
CITY OF REDLANDS
300 E. State Street, Suite 690, Redlands, CA 92373, or
RedlandsOCM@cityofredlands.org

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Email completed for to: RedlandsOCM@cityofredlands.org

City Manager's Office

NOV 13 2025

Received

COMMISSION\BOARD APPLIED FOR:

- [x] Human Relations Commission
- [ ] Parks and Recreation Advisory Commission
- [ ] Traffic and Parking Commission

Name Isabella Pstross

Address [redacted] City Redlands

Telephone (Mobile) [redacted] (Home) [redacted]

Email: [redacted] High School: Redlands High School

Reasons for desiring to serve – relevant experience and qualifications:

The idea of serving as the Student Human Relations Commissioner is exciting to me. I love working with people, especially when it is from the community. I am a captain at Redlands High School Speech and Debate, so I have a lot of experience with working with others and helping them out. I also work with Together for Redlands, an organization meant to try and bring the community together. I hope that by serving, I would be able to foster a positive environment for the community.

Signature [signature] Date 11/12/25

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

(1) Gabrielle Faulkner
Speech and Debate Coach at Redlands High School
Telephone [redacted]

(2) Brittany Freibott
English 10H Teacher at Redlands High School
Telephone [redacted]

Return Application to: **Office of the City Manager**
CITY OF REDLANDS
300 E. State Street, Suite 690, Redlands, CA 92373, or
RedlandsOCM@cityofredlands.org

I

Received by the City Manager's Office 11.6.25 - AE

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Email completed for to: RedlandsOCM@cityofredlands.org

COMMISSION\BOARD APPLIED FOR:

☐ Human Relations Commission

☐ Parks and Recreation Advisory Commission

☑ Traffic and Parking Commission

Name Xavier Ramon Castellon

Address [redacted] City Redlands

Telephone [redacted]

Email: [redacted] High School: Redlands High - RHS

Reasons for desiring to serve – relevant experience and qualifications:

I desire to serve in order to voice the concerns of my peers and of my community in order to improve Redlands as a whole. Through my work on the Traffic and Parking commission, I desire to make Redlands a city in which prides itself in its ability to move the community with ease. I currently serve as an Executive in Student Government, M.E.Ch.A Co-President, and Compact Club.

Signature Xavier Castellon Date 11/5/25

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

(1) Mrs. Katie Baker - Director of School Culture - Redlands High School

Telephone [redacted]

(2) Mrs. Allison Cobb - AP European History Teacher - Redlands High School

[redacted]

Return Application to: **Office of the City Manager**
CITY OF REDLANDS
300 E. State Street, Suite 690, Redlands, CA 92373, or
RedlandsOCM@cityofredlands.org

City Council Meeting **H. 4.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the recommendation for the appointments of Rosa Dominguez. Alicia Gyllenhammer, Kawa Shwaish and Karah Shaw to the Planning Commission (Mayor Saucedo and Mayor Pro Tem Shaw)

MOTION:

1. I move to appoint Rosa Dominguez to serve a four-year term on the Planning Commission beginning January 7, 2026 and ending January 6, 2030;

2. I move to appoint Alicia Gyllenhammer to serve a four-year term on the Planning Commission January 7, 2026 and ending January 6, 2030;

3. I move to appoint Kawa Shwaish to serve a four-year term on the Planning Commission January 7, 2026 and ending January 6, 2030; and

4. I move to reappoint Karah Shaw to serve a three-year term on the Planning Commission ending January 6, 2029.

RECOMMENDATION:

At the November 18, 2025, City Council meeting, City Council approved the formation of a subcommittee; and appointed Mayor Saucedo and Mayor Pro Tem Shaw to review applications, conduct interviews, and formulate recommendations for the appointments to the Planning Commission.

It is recommended by Mayor Saucedo and Mayor Pro Tempore Shaw that the City Council consider the appointments of Rosa Dominguez. Alicia Gyllenhammer, Kawa Shwaish and Karah Shaw to the Planning Commission.

DISCUSSION:

The terms of Commissioners Rosemarie Gonzales, Matthew Endsley, Maryn Mineo-Wells, and Karah Shaw's expire on January 6, 2026. Commissioners Shaw and Endsley are seeking reappointment, while Commissioners Gonzales and Mineo-Wells no longer wish to serve.

In accordance with recent changes to the Redlands Municipal Code, the terms of the Planning Commission members shall be staggered such that the terms of not more than three members shall expire in any year. Therefore, one appointment will be reduced to a three-year term while the other three will remain four-year terms.

A public notice inviting interested residents to submit an application for an appointment to the Planning Commission was issued on November 5, 2025. The public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. Nine applications were received and reviewed for consideration. Subsequently, the City Council Ad Hoc Committee then conducted interviews of six of the nine new applicants and two current commissioners seeking reappointment on December 4 and 5, 2025.

The Planning Commission consists of seven members as follows:

- Mark Stanson
- Rich Smith
- Rosemarie Gonzales (Term Expires 1.6.25)
- Emily Elliott
- Matthew Endsley (Term Expires 1.6.25)
- Maryn Wells (Term Expires 1.6.25)
- Karah Shaw (Term Expires 1.6.25)

ALTERNATIVES:

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

SUBMITTED BY:

Janice McConnell, Assistant City Manager

REVIEWED BY:

Charles M. Duggan, Jr., City Manager

PREPARED BY:
Amy Edwards, Senior Administrative Assistant

Attachments

Public Notice
Applications

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

PUBLIC NOTICE

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

PLANNING COMMISSION

The Planning Commission prepares a comprehensive long term general plan for the physical development of the City and makes recommendations to the City Council relating to the maintenance of the General Plan, zoning administration, environmental assessments, site plan and architectural review, subdivision planning, sign, parking and landscaping regulations, housing and historic preservation.

Preference will be given to applicants who have knowledge, training, and/or experience that are directly related to and will contribute meaningfully to the Planning Commission's responsibilities. Relevant fields of knowledge, training, or experience include, but are not limited to, urban planning, architecture, civil engineering, landscape architecture, real estate, real estate development, community development, economic development, environmental policy, public policy, public administration, finance and business administration.

The Planning Commission meets on the second and fourth Tuesday of each month at 4:00 p.m. Residents interested in applying for the non-salaried position on this commission may request application forms from the Office of the City Clerk, City Hall, 35 Cajon Street, Suite 4, or by phone 798-7510, or from the City's website at www.cityofredlands.org

Deadline for filing applications is November 19, 2025.

Amy Edwards

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

11/5/25

RECEIVED
NOV 19 2025
Redlands City Clerk

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR
Planning Commission

Name Alicia Gyllenhammer

Address [redacted]

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

Email [redacted]

Occupation Director of Fundraising & Development- Mansion Memories

Reasons for desiring to serve – relevant experience and qualifications:
Please see attached.

Signature _____ **Date** 11/18/2025

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

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

(1) Mick Gallagher
Former City Councilman
of Redlands City Council
Telephone [redacted]

(2) David O Maupin, CFP
Maupin Payne Financial
Advisors Owner
Telephone [redacted]

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

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

Address Verified - 5th Dist - AE

Reasons for desiring to serve— relevant experience and qualifications:

As a dedicated community leader and resident of Redlands of almost 20 years, I am seeking a role on the Redlands Planning Commission to support Redlands' future with my professional experience and genuine commitment. I bring a strong record of community and civic engagement, nonprofit leadership, and strategic decision-making that aligns directly with the Commission's responsibility to guide thoughtful, transparent, and community-focused development. On a personal level, I am raising my young family in my hometown of Redlands and bring a well-rounded perspective shaped by my involvement in multiple master planning efforts-- including the City of Redlands' Parks and Recreation and Arts and Culture Master Plans—to help ensure we make the strongest investments for the generations to come. Serving Redlands in this capacity would be a privilege, and I bring substantial experience in public service and project development to advance our community's goals and the City's long-term infrastructure plans.

I am particularly motivated to join the Planning Commission because I believe responsible development is essential to preserving the character of our community while planning for steady, well-managed growth, economic vitality, and ensuring that improvements benefit families and neighborhoods across Redlands. For example, I serve on the Redlands Chamber of Commerce Government Review Committee, where I review proposed commercial land uses in the business sector that supports the local economic growth while ensuring alignment with the City's 2035 General Plan. In this role, I assist with recommendations on behalf of the Chamber shared City Council meetings, including navigating complex and sometimes controversial projects like the ProLogis project, North Palisade Partners project (old Splash Kingdom site), etc. —this requires careful evaluation of zoning regulations, consideration of sensitive receptors, and clear communication with the community about existing legal requirements and planning constraints that the City is legally obligated to uphold. My goal is to support the commission by thoughtfully reviewing land use applications, making clear and well-informed recommendations, and ensuring each proposal aligns with the City's General Plan. I am committed to listening to our community through public hearings, working closely with city staff on zoning and development standards, and helping guide growth in a way that is orderly, responsible, and true to Redlands' distinctive character.

As a graduate of Leadership Redlands Class of 2023 with Special Honors, I've had the opportunity to engage directly with key issues facing our city, collaborate with city staff and community leaders, and develop a deeper understanding of how policy decisions shape long-term outcomes. This experience strengthened my ability to think critically, weigh diverse perspectives, and approach Redlands' challenges and opportunities with a balanced, informed, and solution-focused mindset. Furthermore, our Leadership Redlands class focused strategically on urban planning and community beautification, including a hands-on project planting native trees at Lugonia Elementary School. This team effort reflected core planning principles—enhancing public spaces, improving environmental quality, and investing in areas that directly benefit children and their families in Redlands. Simply planting trees in our community reduces heat, improves air quality, and creates long-term value for surrounding neighborhoods. I led firsthand this community project and saw how thoughtful, small-scale improvements can positively shape Redlands' community character and support broader planning goals for a healthier, thriving city.

Thank you for considering my application to serve on the Redlands Planning Commission. I am eager to bring my experience, local knowledge, and commitment to a balanced and inclusive approach to planning that honors the distinctive character of Redlands. I am a fast learner who pays close attention to details, and I truly value working collaboratively as part of a team. Together, I believe we can help guide thoughtful, responsible growth that strengthens our community and preserves what makes Redlands truly special.

Sincerely,

Alicia Gyllenhammer

CITY OF REDLANDS
COMMISSION APPLICATION FORM City Manager's Office

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

COMMISSION\BOARD APPLIED FOR NOV 17 2025

Planning Commission

Name Dennis Christensen Received

Address [redacted]

Telephone (Work) [redacted]

Email [redacted]

Occupation retired

Reasons for desiring to serve – relevant experience and qualifications:

see attached resume and statement

Signature [signature] **Date** 11/16/2026

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

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

(1) Mick Gallagher

[redacted]

Redlands, 92373

(2) Fredric Rabinowitz PhD

Redlands, 92373

Telephon[redacted]

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300 E. State Street, Suite 690, Redlands, CA 92373
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√address Verified - 5th Dist - AE

Dennis Christensen, Planning Commission Application Statement, 11/16/25

Honorable City Council members, as we are aware, inevitable progress brings a wide variety of welcome and unwelcome changes. We also know that our town and community is experiencing and feeling the benefits and pains of progress. My appreciation for our town's past, present and future sense of place and our quality of life, motivates me to be community involved and provide my civic contribution in addressing these challenges and promoting opportunities beneficial to our community.

Being a longtime member of our Redlands community has provided me awareness of certain pressing matters affecting our town to be addressed by our City government. Some include, but are not limited to, affordable and low income housing, homelessness, suburban sprawl. Other matters of importance are big box development, traffic and parking, pollution, infrastructures, energy and water, climate change...and more.

The Planning Commissions' success, in my opinion, depends on the Commissioners fulfilling their obligation to provide unbiased decisions and recommendations to the City Council. Further, decisions based on mandates, not personal preferences. It is my belief there is also the Yin and Yang aspect to balance properly rights and public benefit that, if considered thoughtfully, could benefit the goal to achieve harmonious legal outcomes.

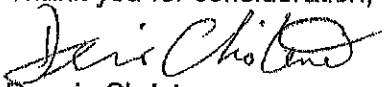
In 1953, my family relocated to Yucaipa. Except for my Navy service, I have lived and worked in the Inland Empire ever since. Redlands has been my home during nigh on thirty years of this time. Some years ago I attended the Smiley Library Redlands History lectures. Recently I attended the Redlands Police Department PEACE Academy.

My volunteer experience includes being a former a member of the City of Redlands Trails Committee. I also was appointed to serve as the Art and Culture Primary on the Steering Committee for the Redlands General Plan 2035. My appointment in 2012 to serve our City's Cultural Arts Commission expires on January 6, 2026.

For more than thirty active years of my Real Estate career, as a licensed agent and broker, I have been involved with many aspects of the business. During the latter part of my career I was employed as Director of Real Estate at the University of Redlands.

My attached resume spans over a half century, during which time I have gained a breadth of knowledge and experience. If you determine my diverse education, career and experiences equip me with the knowledge and ability to perform successfully the duties of a Redland City Planning Commissioner, it would be my pleasure to serve.

Thank you for consideration,



Dennis Christensen

[redacted]

[redacted] [redacted]

EDUCATION

1980 B.A. Art California State College, San Bernardino

1977 M.A. Environmental Administration Graduate School of Administration, University of California, Riverside

1973 B.A. Linguistics, cum laude University of California, Riverside

1971 A.A. San Bernardino Valley Junior College, San Bernardino

1964 Redlands High School

PROFESSIONAL LICENSE

7/9/1991 to Present California Licensed Real Estate Broker

11/22/1984 to 7/9/1991 California Licensed Real Estate Associate

COMMUNITY VOLUNTEER SERVICE

9/18/2012 to present (term expires 1/6/2026): City of Redlands Cultural Arts Commissioner
Chairman March 2018 to March 2022; member fundraising, public art, Art & Culture Master Plan subcommittees; contributed to Art on Loan project and fundraising and development of Sister Cities Clocks project.

7/31/2015 to 11/2017: Redlands General Plan 2035 Steering Committee, Art and Culture Representative
Contributed to Art and Culture element, proposed development of Art And Culture Master Plan; suggested and cohosted a community workshop; member judging panel for City Photo Contest for General Plan 2035.

4/2/2002 to 2/16/2007: City of Redlands Trails Committee
Primary objective to promote and recommend public access trails within the city.

EMPLOYMENT HISTORY AND EXPERIENCE

1991 to Present: Broker/Owner Inland Valley Investments, Redlands
Semiretired; brokerage and marketing of single and multi-family residential properties, commercial properties, land, investment properties; property management; project financial analysis, entitlement review; consulting services; listing broker sale of 47 N 1st Street, presently occupied by Redlands Chamber of Commerce.

1995 to 2014: Director of Real Estate, University of Redlands, Redlands
Under direction of Business and Finance Office collaborate with Development Office and donors for acquisition and marketing of gift real estate to fund charitable remainder trust or outright gift; conduct due diligence, arrange with donor as needed to review financial data, property inspections, entitlement review, Phase I Environmental Reports. Arrange marketing gift properties with independent Brokers. Managed several donated small office properties prior to sale. Managed acquisitions of campus area adjacent residential property and land for Redlands Property Management Trust, supervise residential property manager. Team collaboration with School of Business and independent Brokers to work with owners and property managers for renewal and relocation leasing and tenant improvements for seven School of Business satellite campuses comprising approximately 10,000SF each in Southern California office buildings. Attended Association of University Real Estate Officials conferences.

1992 to 1995: Real Estate Contract with University of Redlands, Redlands
Broker representative for acquisition of adjacent off campus area real estate for Redlands Property Management Trust; assist University in due diligence of gift real estate.

1989 to 1991: Gimberly Investments, Ontario
Real estate associate; listings and sales of commercial and investment real estate.

1987 to 1989: Assured Group, Redlands
Due diligence and entitlement review for mini storage land acquisitions; assigned to manage construction to successful completion, including tenant improvements, of three troubled partially completed multi-tenant business parks, each of approximately 27,000 to 40,000 SF; advised owner on tenant improvement upgrades resulting in increased lease revenue and property value for one of the business parks.

1981 to 1987: Future Sun, Ltd., Rialto, Rosewood House
Formed 501(C)(3) non profit corporation; collaborated writing and securing Department of Social Services grant through Inland Regional Center for six bed home for developmentally disabled nonverbal teenage girls; Board President, business manager, bookkeeper; prepare and file IRS 990 and FTB 199; non-profit regulatory compliance.

1984 to 1985: Real Estate Associate, Yandell Realty and Century 21 Yandell Realty, San Bernardino
Listings and sales of residential and commercial properties, including HUD and VA properties, REO's, investment real estate; coordinated repairs and renovations; property management; Notary Public; Century 21 property insurance associate; prepare individual and small business Federal and California income tax returns.

1982: H & R Block, San Bernardino
Subsequent to H & R Block training class, hired to prepare Federal and California income tax returns.

1977 to 1979: San Bernardino County, Property Information Division, San Bernardino
Convert County Maintained Road Book paper map system data to computerized Dual Information Map Encoding.

1973 to 1974: San Bernardino School District, Sierra (continuation) High School, San Bernardino
Tutorial Assistant for art teacher, assistant coach for boys and girls softball teams.

MILITARY SERVICE U. S. NAVY

1964 to 1968 active duty, 1968 to 1970 inactive reserve, 1970 Honorable Discharge
Helicopter Combat Support Squadron 6, Naval Air Station, Norfolk, Virginia; Anti Submarine Warfare Technician Third Class (AX-3) Special Duty Air Crewman SH 3, H 34, CH 46 qualified; H 34 plane captain; (SAR) search and rescue, medical and personnel transports; supply and utility operations; service related 10% disability.

PERSONAL REAL ESTATE EXPERIENCE

Owned, managed and sold several single family rental properties; extensive renovation of one personal home; owner builder of two resale homes and my former and current homes. Prepared budgets, arranged financing worked with plan designers, contractors, vendors; County and City Building and Safety for entitlements and inspections; negotiated with Cal Trans to final terms and compensation for their taking a portion of our Highway 1 vacant land.

MEMBERSHIP

UC Riverside Alumni Association Life Member

INTERESTS

Arts shows, galleries and museums; historic and modern architecture; classic and sports cars; foreign and domestic travel; fly fishing; golf; wine tasting; stock market.

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Planning Commission

Name Eric Shamp, AIA, NCARB, LEED BD+C

Address [redacted]

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

Email [redacted]

Occupation Architect

Reasons for desiring to serve – relevant experience and qualifications:

I am an architect with 30+ years of experience. I am an Associate Vice President and sustainable design lead at CannonDesign in Los Angeles. In that role, I provide healthcare, higher education, and K-12 clients with sustainability, climate action, decarbonization, and resilience planning. I have previously served on the Historic and Scenic Preservation Commission, the Planning Commission, and most recently the Traffic & Parking commission.

Signature [redacted] **Date** 11/16/25

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

(1) Erin Sanborn

University of Redlands

[redacted]

Telephone [redacted]

(2) Dianne Landeros

[redacted]

Telephone [redacted]

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300 E. State Street, Suite 690, Redlands, CA 92373
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Received by the City Manager's Office 11/19/2025 -WM

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Planning Commission

Name Gilbert Gutierrez

Address [redacted]

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

Email [redacted]

Occupation Retired - Hospital/County Management

Reasons for desiring to serve – relevant experience and qualifications:

I recently retired after forty years of service in local government and have returned "home" to Redlands. Prtior to entering the healthcare field, I worked in the Riverside County Administrative Office promoting to an Assistant County Administrative Officer. In that role, I was the liaison with the development departments, including planning and became familiar with then current regulations. I believe as a resident I can offer an independent perspective.

Signature _____ **Date** 11/19/2025

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

(1) Karen Fletcher

(2) Juan Gutierrez III

Telephone [redacted]

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Address verified -4th District -WM

Received by the City Manager's Office 11.17.25 - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Planning Commission

Name Kawa Shwaish

Address [redacted]

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

Email [redacted]

Occupation Hospital Administration

Reasons for desiring to serve – relevant experience and qualifications:

Redlands is home for my family. It is where we live, work, worship, and raise our children, and I am deeply invested in this community. I currently serve through a number of organizations on numerous service events and projects in redlands through involvements in organizations including Kiwanis, RAIC, and ICCR. Grounded in my faith, I view serving the city as service of God, caring for the earth and our neighbors with whom we have been entrusted.

Professionally, my work includes a focus on population health, policy, and community well-being. I have also served on nonprofit and academic boards and supported common wealth development initiatives. I hope to bring a planning perspective centered on holistic and inclusive community wellness.

I serve/d as head of building committees, working closely with architects, contractors, and City processes on planning, design, and construction. In the past, I owned and managed contracting businesses, which has given me practical experience with development, permitting, budgets, and timelines. My degrees include MBA and MS MIS.

Signature Kawa Shwaish **Date** 11/16/2025

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

(1) Penny Amournvut

VP Cardiac Services at Loma Linda Medical Center

(2) Shaheen Zakaria

Telephone [redacted]

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Address verified 5th Dist - AE

Received by the City Manager's Office 11.17.25 - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR
Planning Commission

Name Martin F. Swiderski

Address [redacted]

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

Email [redacted]

Occupation Architect, Real Estate Development

Reasons for desiring to serve – relevant experience and qualifications:
I am a problem solver and have worked for Project Management firms and Architectural firms.

My experience includes many projects in:hospitals, education, military, service, corporate and residential. My knowledge can contribute to the community's future growth and decision making.

I will serve the community and apply my building knowledge to the city's growth and values.

The idea of promoting public safety, health and conservation of resources is imperative.

Signature _____ **Date** 11-15-25

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

(1) Brian Jaffe
Dir. Proj. Development
Cushman & Wakefield
Telephone [redacted]

(2) Bill Huff, CPA
Redlands, CA
Telephone [redacted]

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Address verified - 5th District - AE

RECEIVED

NOV 17 2025

Redlands City Clerk

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Planning Commission

Name Rebecca Favela

Address [redacted]

Telep [redacted]

Reasons for desiring to serve – relevant experience and qualifications:

the reason ~~to~~ this is because I feel I have new opportunities, as in cultivations, landmarks, + jobs, farming instead of buildings be constructed. more crops less mechanic constructizing.

Signature [signature] **Date** 11-17-25

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

(1) Irma Perez (Irene) (2) Irene Perez

[redacted]

Telephon [redacted] Telepho [redacted]

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300 E. State Street, Suite 690, Redlands, CA 92373
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Address Verified District 1 - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
NOV 18 2025
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Planning Commission

Name Roger Hardy

Address [redacted]

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

Email [redacted]

Occupation Retired Management Consultant

Reasons for desiring to serve – relevant experience and qualifications:

SEE ATTACHED LETTER AND RESUME

Signature Roger Hardy **Date** 11/18/25

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

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

(1) Larry Burgess
Former City Librarian

(2) Sherli Leonard
Director Redlands Conservancy

Telephone [redacted]

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[redacted]

City of Redlands
Civic Center, 35 Cajon Street, Suite 4,
Redlands CA 92373

Dear Sir or Madam:

I write to support my application for COR planning Commissioner. The attached resume describes my 40-year career in facilities operations and nonprofit management consulting.

I am a 25-year resident and homeowner in the city and own a 120-year-old home in Redlands I currently serve on the COR Citrus Preservation Commission. I am on the Board of Directors of The Two Canyons Conservancy with a goal of protecting open space in San Timoteo Canyon and restoring the Frink Adobe structure in Loma Linda, the oldest known home in the Redlands Area.

My wife, Kathy Behrens, is the President of the Redlands Conservancy. We both have an abiding interest in helping the city work through achieving the delicate balance between the need for commercial/residential growth and preservation of quality of life and open space. I see the Planning Commission as key to strategic achievement of these goals.

To that end I call your attention to the following episodes of my work experience that might be relevant to that end:

- I have provided facilities and administrative consulting support to over fifty colleges and universities throughout the country.

- I managed the Stanford University Physical Plan as Director of Facilities Management and served as Business Manager for the Stanford Alumni Association

- As Associate Vice President for Business at the University of La Verne, I was project manager for the University Facilities Master Plan, working closely with the City of LaVerne on the integration of our plan with the development goals and concerns of the City. I later managed the $32M implementation of the plan including project

management of the construction of a new Student Union and rehabilitation of the University athletic facilities.

- Working for KPMG, I headed random audits of over $100M in construction projects across the University of California System.

In support of my application, I offer the following references who know me and my capacity:

Martin "Marty" Davis: former Redlands insurance executive and Trustee of the City of Redlands Library [redacted].

Larry Burgess: former Librarian City of Redlands [redacted]

Shirli Leonard: Executive Director, Redlands Conservancy [redacted]

Thank you for your consideration.

Sincerely,

Roger Hardy

Roger Hardy

[redacted]

Objective	Position on City of Redlands Planning Commission	
Employment History	**BHC Management LLC** **Manager** • Manage acquisition, rehabilitation, and leasing of residential real estate	**2009 - 2012** **Redlands, CA**
	University of LaVerne **Deputy Vice President for Capital Planning and Development** • Led development and execution of facilities master plan and executed $31M construction of campus center and athletic facilities.	**2005-2009** **LaVerne, CA**
	Behrens Hardy Consulting LLC **President** • Managed administrative and technology change projects at The State University of New York, UCLA, University of Redlands, Yale University, and University of LaVerne	**2002-2005** **Redlands, CA**
	KPMG Consulting/BearingPoint Consulting **Manager** (1996-1997) **Senior Manager** (1997-2002) • Founder and leader KPMG national practice in higher education facilities management • Led assessment and successful implementation of redesign of facilities management operations at a top-tier doctoral and research public university. University Of Washington) • Facilitated effort among seven selective private higher education institutions to build a cooperative administrative systems infrastructure. (Clarmont Colleges) • Coordinated the capital budget development of a seven-campus state university system. (University of Maine) • Led administrative process redesign and implementation for a major national medical professional association. • Headed audits of over $100M in capital construction projects on behalf of the Office of Internal Audit of the second largest state university system in the nation. (University of California) • Provided financial, development and facilities assistance in turnaround efforts of a southern Historically Black University. (Texas Southern University)	**1996-2002**

	Center for Nonprofit Resources **President/Principal** • Served for three years as management counsel to the Dean and Board of the University of California's Hastings College of the Law • Served as Special Assistant to the President at Drexel University responsible for development of the FY 1994 University Budget • Served over 20 other nonprofit organizations	**1990-1996** Walnut Creek, CA
Representative Consulting Clients	The Claremont Colleges The Cal State University System University of Washington University of Maine System University of Nebraska System Virginia Commonwealth University Middle Tennessee State University University of Tennessee Sierra Nevada College Fielding Institute Drexel University SUNY Geneseo	Cal State Long Beach Central Michigan University University of Tennessee University of Maryland Texas Southern University University of Mississippi Hastings College of the Law Columbia College Emory University George Washington U. JFK University Westmont College Creighton University
	University of California at Berkeley, CA **Director Of Development Service** **Treasurer of the University of California Berkeley Foundation** • Oversaw growth of Foundation assets from $20M to $70M • Managed all fundraising support services of the central development office. • Chief budget officer for the Development Office • Line responsibility for 60 support and professional staff	**1981-1989** **Berkeley, CA**
	Stanford University Alumni Association **Business Manager** • First Business Manager of the largest volunteer alumni association in the West • Oversaw HR, Membership, new product development and association budget	**1979-1981** **Stanford, CA**

	Stanford University **Manager of University Physical Plant** (77-79) • Budget responsibility for $7M • Managed staff of 120 maintenance, and service workers • Responsible for maintenance of University Physical Plant	**1972-1979** **Stanford, CA**
Education	Stanford University **MFA Theater** - 1971 State University College of New York at Oneonta **BS English, Secondary Education** - 1967	
Other Experience	• President SEIU Local 280 representing 1500 Stanford technical, maintenance and service workers. • Co-Chair Joint Committee on Classification and Pay, Stanford University • Chief Financial Officer, UC Berkeley Foundation • President, Oakland Ballet Company • Vice President Contra Costa Food Bank • Career Track Chair, Council for Advancement and Support of Education (CASE) District VII • Board Member: Two Canyons Conservancy • City of Redlands Citrus Preservation Committee: Commissioner	
Interests	Cycling, Arts, Community Service, Trinity Church Choir	

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

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

NOV 19 2025

COMMISSION\BOARD APPLIED FOR

Planning Commissoner

Received

Name Rosa Dominguez

Address [redacted]

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

Email [redacted]

Occupation Owner/CEO

Reasons for desiring to serve – relevant experience and qualifications:

Being a Planning Commissioner for the City of Redlands would allow me to serve as a voice for the Community, help preserve Redlands' Historical landscape and help the direction of the City's future development. During the years I moved to Colton, Ca to care for my dying mother, I served as a Planning Commissoner(2014-2018) appointed by Mayor Richard DeLaRosa I was born and raised in Colton; therefore, was truly honored to have been selected to serve

Signature Rosa M Dominguez **Date** 11/19/25

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

(1) John Echevarria

[redacted]

Colton, CA 92324

(2) James Ramos

[redacted]

San Bernardino, CA 92401

Telephone [redacted]

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✓ address Verified - 4th Dist - AE

CITY OF REDLANDS COMMISSION

APPLICATION FORM - **continued**

in the capacity of Planning Commissioner. I have been a Licensed Realtor since 2006 and bring a wealth of knowledge and experience in Real Estate to the position, should I be appointed. I have a bachelor's degree in business administration from Cal State San Bernardino. I am a second-generation female Hispanic..

City Council Meeting **H. 5.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adoption of Ordinance No. 2995 Amending Chapters 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, and 2.66 of the Redlands Municipal Code to establish quarterly meetings, and reduce the membership of, the City of Redlands' Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilities/Public Works Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Commission and Human Relations Commission (Assistant City Manager McConnell)

MOTION(S):

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

I move to adopt Ordinance No. 2995.

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 2995 to amend Chapters 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, and 2.66 of the Redlands Municipal Code to establish quarterly meetings and reduce the membership of, the City of Redlands' Airport Advisory Board, Parks and Recreation Advisory Commission, Municipal Utilties/Public Works Commission, Traffic and Parking Commission, Cultural Arts Commission, Citrus Commission and Human Relations Commission.

DISCUSSION:

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

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2995.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Altheresa Rothschild, Assistant City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $375

Attachments

Ordinance No. 2995

ORDINANCE NO. 2995

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTERS 2.18, 2.32, 2.38, 2.48, 2.50, 2.64, AND 2.66 OF THE REDLANDS MUNICIPAL CODE TO ESTABLISH QUARTERLY MEETINGS, AND REDUCE THE MEMBERSHIP OF, THE CITY OF REDLANDS' AIRPORT ADVISORY BOARD, PARKS AND RECREATION ADVISORY COMMISSION, MUNICIPAL UTILITIES/ PUBLIC WORKS COMMISSION, TRAFFIC AND PARKING COMMISSION, CULTURAL ARTS COMMISSION, CITRUS COMMISSION AND HUMAN RELATIONS COMMISSION

WHEREAS, community members who volunteer to serve on the City of Redlands' boards, committees and commission are vital to the City Council's work, providing valuable insights and recommendations for the betterment of the City; and

WHEREAS, City boards, committees and commissions also provide a crucial avenue for community members to engage in the civic process; and

WHEREAS, the City Council finds that updates to the membership, appointment and terms of certain City boards, committees and commissions will promote efficiency and expand participation of the City's student population; and

WHEREAS, the proposed ordinance would maintain the current members and reduction of membership would occur gradually through term expiration or attrition.

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

Section 1. Section 2.18.020 of the Redlands Municipal Code relating to the membership of the Airport Advisory Board is hereby amended to read as follows:

"2.18.020: MEMBERSHIP; QUALIFICATIONS:

The Airport Advisory Board shall consist of five (5) members appointed by the Mayor with the approval of the City Council."

Section 2. Section 2.18.30 of the Redlands Municipal Code relating to membership, appointment and terms of the Airport Advisory Board is hereby amended to read as follows:

"2.18.030: MEMBERSHIP; APOINTMENT AND TERMS:

The Airport Advisory Board shall consist of five (5) members appointed by the Mayor with the approval of the City Council. Each member shall serve a staggered four (4) year term and shall serve until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the

City Council. Vacancies on the board shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the board shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The City Council may remove any member of the board at any time, without cause, by a majority vote. Four (4) members of the board shall constitute a quorum."

Section 3. Section 2.18.40 of the Redlands Municipal Code relating to organization of the Airport Advisory Board is hereby amended to read as follows:

"2.18.040: ORGANIZATION AND MEETINGS:

The board shall, during the month of July of each year, select from among its members a Chairman to serve for one (1) year. The board shall determine the order of business for the conduct of its meetings, which shall be on call of the Chairman or three (3) members of the board. Three (3) members of the board shall constitute a quorum for the transaction of business.

The board shall meet quarterly in the months established by separate resolution of the City Council, which resolution may be amended from time to time."

Section 4. Section 2.32.020 of the Redlands Municipal Code relating to the membership of the Parks and Recreation Advisory Commission is hereby amended to read as follows:

"2.32.020: MEMBERSHIP:

The Parks and Recreation Advisory Commission shall consist of five (5) members. Four (4) members shall be appointed by the Mayor with the approval of the City Council. The fifth member shall be a City Council appointed student member who shall be a full voting member from the sophomore or junior class of a Redlands Unified School District high school for a term of one year, beginning January 1 and ending December 31. Each member shall serve for a four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, with the exception of the student member, and neither a member of any other standing commission, board or committee of the City, nor an employee thereof. The City Council may remove any member of the commission at any time, without cause, by a majority vote. Three (3) members of the commission shall constitute a quorum."

Section 5. Section 2.32.40 of the Redlands Municipal Code relating to organization of the Parks and Recreation Advisory Commission is hereby amended to read as follows:

"2.32.040: ORGANIZATION AND MEETINGS:

The Commissioners shall, upon their appointment, organize and elect a Chairman for the term of one year, and such other officers as the Commissioners may deem advisable, and shall make such rules and regulations as are necessary to fulfill the obligations and duties of the commission.

The commission shall meet quarterly in the months established by separate resolution of the City Council, which resolution may be amended from time to time."

Section 6. Section 2.38.010 of the Redlands Municipal Code relating to the membership of the Municipal Utilities/Public Works Commission is hereby amended to read as follows:

"2.38.010: MEMBERSHIP:

The Municipal Utilities/Public Works Commission shall consist of five (5) members appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The City Council may remove any member of the commission at any time, without cause, by a majority vote. Three (3) members of the commission shall constitute a quorum."

Section 7. Section 2.38.020 of the Redlands Municipal relating to the organization and meetings of the Municipal Utilities/Public Works Commission is hereby amended to read as follows:

"2.38.020: ORGANIZATION AND MEETINGS:

A. The commission shall elect a Chairman and Vice Chairman for a term of one (1) year.

B. A regular time and place of meetings shall be established and adhered to in the manner of holding public meetings of legislative bodies in the State. Except as otherwise provided by law, all meetings shall be open to the public. Meetings shall be held quarterly in the

months established by resolution of the City Council, which resolution may be amended from time to time.

C. The Municipal Utilities Director shall act as Secretary to the commission and shall provide staff support as necessary. The commission is encouraged to appoint ad hoc committees to study specific problems particularly when the resolution of any problem requires special skills not possessed by commission members."

Section 8. Section 2.48.020 of the Redlands Municipal Code relating to the membership of the Traffic & Parking Commission is hereby amended to read as follows:

"2.48.020: MEMBERSHIP:

The Traffic and Parking Commission shall consist of five (5) members. Four (4) of its members shall be appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year staggered term and until his or her successor is appointed. No person shall serve more than two (2) consecutive terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for two (2) years or more, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, with the exception of the student member, and neither a member of any other standing committee, board or commission of the City nor an employee thereof. The Council may remove any member of the commission at any time, without cause, by a majority vote. Three (3) members of the commission shall constitute a quorum.

The City Council shall also appoint one (1) student member as a full voting member of the commission from a sophomore or junior class of a Redlands high school for a term of one (1) year, beginning January 1 and ending December 31.

The Sergeant of the Traffic Division of the Redlands Police Department and a representative of the Municipal Utilities and Engineering Department shall be ex officio advisory members of the commission."

Section 9. Section 2.48.030 of the Redlands Municipal Code relating to the organization and meetings of the Traffic & Parking Commission is hereby amended to read as follows:

"2.48.030: ORGANIZATION AND MEETINGS:

The commission shall meet quarterly in the months established by separate resolution of the City Council, which resolution may be amended from time to time; and elect a Chairman for one (1) year and other officers as it may deem advisable. The commission shall make necessary rules and regulations as are necessary to fulfill its obligations and duties.

Section 10. Section 2.50.030 of the Redlands Municipal Code relating to the membership of the Cultural Arts Commission is hereby amended to read as follows:

"2.50.030: MEMBERSHIP:

The Cultural Arts Commission shall consist of five (5) members appointed by the Mayor with the approval of the City Council. Each member shall serve for a four (4) year term and until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City nor an employee thereof. The Council may remove any member of the commission at any time, without cause, by a majority vote. Three (3) members of the commission shall constitute a quorum."

Section 11. Section 2.50.040 of the Redlands Municipal Code relating to the organization of the Cultural Arts Commission is hereby amended to read as follows:

"2.50.040: ORGANIZATION AND MEETINGS:

The commission shall annually elect a Chairperson for the term of one (1) year and other such officers as deemed advisable. The commission shall keep records of all of its proceedings and actions and shall meet quarterly in the months established by separate resolution of the City Council, which may be amended from time to time. The Facilities and Community Services Director, or his/her designated appointee, shall serve as staff to the Cultural Arts Commission."

Section 12. Section 2.64.020 of the Redlands Municipal Code relating to the membership of the Citrus Preservation Commission is hereby amended to read as follows:

"2.64.020: MEMBERSHIP:

"The citrus preservation commission shall consist of five (5) members appointed by the mayor with the approval of the city council. Each member shall serve a staggered four (4) year term and shall serve until his or her successor is appointed. Vacancies on the commission shall be filled by appointment by the mayor with the approval of the city council of the unexpired portion of the term. The members of the commission shall serve without compensation, and shall be neither a member of any other standing commission, board or committee of the city nor an employee thereof. The city council may remove any member of the commission at any time, without cause, by a majority vote of the members of the city council. Three (3) members of the commission shall constitute a quorum."

Section 13. Section 2.64.040 of the Redlands Municipal Code relating to the organization of the Citrus Preservation Commission is hereby amended to read as follows:

"2.64.040: ORGANIZATION AND MEETINGS:

The commissioners shall, upon their appointment, organize and elect a chairman for the term of one year, and such other officers as the commissioners may deem advisable, and shall make such rules and regulations, and establish such subcommittees as are reasonable or necessary to fulfill the obligations and duties of the commission.

The commission shall meet quarterly in the months established by separate resolution of the City Council, which may be amended from time to time. There shall be a member of city staff, appointed by the city manager, who shall serve as an ex officio member of the commission, attend all meetings of the commission and shall act as a staff liaison for the city manager and the city council."

Section 14. Section 2.66.020 of the Redlands Municipal Code relating to the membership of the Human Relations Commission is hereby amended to read as follows:

"2.66.020: MEMBERSHIP:

The human relations commission shall consist of seven (7) members who shall each, with the exception of the student members, serve for a four (4) year term and until his or her successor is appointed. Five (5) members shall each be selected from one (1) council district, and be appointed by the Council Member of that corresponding district. Vacancies on the commission shall be filled by appointment as set forth above and the term of a commissioner appointed to fill a vacancy shall be for a four (4) year period. No person shall serve more than two (2) consecutive terms unless appointed to an additional term by a four-fifths ($^{4}/_{5}$) vote of the city council. The commission members shall serve without compensation, shall each be a resident of the city, with the exception of the student members, and shall be neither a member of any other standing commission, board or committee of the city nor an employee thereof. Two commission members appointed by the city council shall be from the sophomore or junior class of a Redlands high school or college student. The student member's term shall be for one year, beginning January 1 and ending December 31. The student members shall be considered two of the seven (7) members of the commission with full voting powers. Four (4) members of the commission shall constitute a quorum."

Section 15. Section 2.66.040 of the Redlands Municipal Code relating to the organization of the Human Relations Commission is hereby amended to read as follows:

"2.66.040: ORGANIZATION AND MEETINGS:

The commission shall annually elect a chairperson and a vice chairperson and there is no prohibition to the number of terms a member may serve in either capacity. The commission shall keep records of all of its proceedings and actions and shall meet quarterly in the months

established by separate resolution of the City Council, which may be amended from time to time."

Section 16. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") because, pursuant to section 15061(b)(3) of the State Guidelines implementing CEQA, it can be seen with certainty by this City Council that there is no possibility that the adoption of this ordinance will directly or indirectly have a significant effect on the environment.

Section 17. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 18. The Mayor shall sign this ordinance, and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **H. 6.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adoption of Ordinance No. 2996 adding Chapter 2.30 of the Redlands Municipal Code to establish a Street Tree Commission (Assistant City Manager McConnell)

MOTION(S):

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

I move to adopt Ordinance No. 2996.

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 2996 to add Chapter 2.30 of the Redlands Municipal Code to establish a Street Tree Commission.

DISCUSSION:

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

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2996.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Altheresa Rothschild, Assistant City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $375

Attachments

Ordinance No. 2996

ORDINANCE NO. 2996

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 2.30 OF THE REDLANDS MUNICIPAL CODE TO ESTABLISH A STREET TREE COMMISSION.

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

Section 1. Chapter 2.30 of the Redlands Municipal Code, entitled "Street Tree Commission," is hereby added to read as follows:

"Chapter 2.30

Street Tree Commission

2.30.010: EXISTENCE:

There is a Street Tree Commission established to make recommendations and advise the City Council regarding street trees.

2.30.020: MEMBERSHIP:

The Street Tree Commission shall consist of five (5) members appointed by the Mayor with the approval of the City Council. Each member shall serve for a staggered four (4) year term until his or her successor is appointed. No person shall serve more than two (2) consecutive full terms unless appointed to an additional term by a four-fifths (4/5) vote of the City Council. Vacancies on the Commission shall be filled by appointment by the Mayor with the approval of the City Council for the unexpired portion of the term. Appointments made to fill an unexpired term will constitute a full term if more than one-half (1/2) of a term remains. For example, if a term is four (4) years and an appointment for an unexpired term is for more than two (2) years, this appointment constitutes a full term. The members of the Commission shall serve without compensation, shall each be a resident of the City, and neither a member of any other standing commission, board or committee of the City, nor an employee thereof. The City Council may remove any member of the Commission at any time, without cause, by a majority vote. Three (3) members of the Commission shall constitute a quorum.

2.30.030: MEMBERS; FORFEITURE OF OFFICE BY ABSENCE:

Any Commission member who is absent from any three consecutive regular meetings of the Commission, unless excused from such attendance by consent of the Commission, expressed by action of record in its minutes, shall automatically forfeit his or her office as a member of the Commission. The vacancy so created shall be filled by appointment by the City Council for the unexpired portion of the term.

2.30.040: ORGANIZATION AND MEETINGS:

The Commission members, shall, upon their appointment, organize and elect a chairman for the term of one year, and such other officers as the Commission members may deem advisable, and shall make such rules and regulations as are necessary to fulfill the obligations and duties of the Commission.

The Commission shall meet quarterly in the months established by resolution of the City Council, which may be amended from time to time.

2.32.050: DUTIES:

The Street Tree Commission shall be advisory to the City Council and shall recommend to the City Council policies for the planting, care and removal of trees and shrubs in all parkways in the City. The Commission shall have regular meeting dates and shall keep records of all its acts and proceedings."

Section 2. The Mayor shall sign this ordinance and the City Clerk shall certify the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **H. 7.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Agreements with Family Service Association of Redlands and The Salvation Army to continue providing homeless resource services for rapid rehousing, and authorize the reallocation of funds in the amount of $50,000 to support these services (Assistant City Manager Boatman)

MOTION(S):

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

I move to approve the First Amendment to the Agreements with Family Service Association of Redlands and The Salvation Army to continue providing homeless resource services for rapid rehousing, and authorize the reallocation of funds in the amount of $50,000 to support these services.

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to the Agreements with Family Service Association of Redlands and The Salvation Army to continue providing homeless resource services for rapid rehousing, and authorize the reallocation of funds in the amount of $50,000 to support these services.

DISCUSSION:

On December 5, 2023, the City Council approved grant-funded agreements with the Family Service Association of Redlands and The Salvation Army under the State of California's Encampment Resolution Funding (ERF) Program to support homeless resource services, including rapid rehousing. Due to updated program needs and the expenditure deadline of June 30, 2026, it is necessary to reallocate $50,000 from the Family Service Association agreement to The Salvation Army to ensure timely use of funds and continued program

effectiveness.

ALTERNATIVES:

The City Council may elect not to approve the amendment and provide alternate direction.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety - Strategic Objective 4 - Homelessness

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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, Procurement Manager

PREPARED BY:
Ashley Rosario, Management Analyst

Fiscal Impact

Fiscal Year:	2025-2026
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$50,000
Budgeted Y/N:	Y
Account No.:	200120

Discussion:
No additional cost associated with this amendment. Funds were allocated in original agreements.

Attachments

FSA Original Agreement
Salvation Army Original Agreement
FSA First Amendment Agreement
Salvation Army First Amendment Agreement

HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services ("Agreement") is made and entered in this 5th day of December, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Family Service Association of Redlands, a California 501 (c)(3) nonprofit public benefit corporation ("Provider"). City and Provider are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Provider agree as follows:

ARTICLE 1 – ENGAGEMENT OF PROVIDER

1.1 This Agreement is being funded by grant funding from the State of California Encampment Resolution Funding Program ("ERF Grant") and administered by the California Interagency Council on Homelessness ("Cal ICH"). City is a grantee of the ERF Grant.

1.2 City hereby engages Provider to provide homeless resources and services for City (the "Services").

1.3 The Services shall be performed by Provider in a professional manner, and Provider 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 Providers in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF PROVIDER

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

2.2 Provider 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. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations, or any other laws whether federal, State of California or any agency, department, or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Provider information in its possession that may reasonably assist Provider in providing the Services.

3.2 City designates David Rabindranath, Homeless Solutions Coordinator, 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 Provider shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled, "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of no more than thirty (30) months commencing as of the Effective Date, until all available ERF Grant funds have been expended, or unless terminated earlier as provided herein.

4.3 Provider shall provide all information required by City to conform to the reporting and auditing requirements of the ERF Grant for which Services are associated as required by this Agreement.

4.4 If Provider'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 Provider to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO PROVIDER

5.1 The total compensation for Provider's Services shall be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents ($1,009,487.50). City shall pay Provider in full upon execution of this Agreement so that Services can be expedited to the homeless population.

5.2 Provider shall submit monthly reconciliation reports to City describing the Services provided during the preceding month in accordance with Exhibit "B" titled, "Rate Sheet," which is attached hereto and incorporated herein by this reference. Provider's reconciliation reports shall include a brief description of the Services performed, client identification, the dates the Services were performed, the value of resources expended, and any other pertinent information related to the Services. Additional ERF Grant auditing and reporting documents requirements are described in Exhibit "C" titled "ERF Grant Reporting" which is attached hereto and incorporated herein by this reference. Any additional required information or reporting will be requested in writing by the City as needed and shall be provided by Provider in a timely manner.

5.3 Upon termination of Agreement, any unexpended funds shall be returned to the City within 15 days. If at any time during the term of the Agreement, Provider determines or anticipates unexpended funds will be present at termination, Provider is to contact the City in writing

and coordinate possible reallocation of funds to ensure service goals of the ERF Grant are met.

5.4 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	PROVIDER
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Kyra Stewart, Executive Director Family Service Association of Redlands 612 Lawton St. Redlands, CA 92374 kyra@redlandsfamilyservice.org 909-793-2673

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Provider for the duration of its performance of the Services. Provider shall not perform any Services unless and until the required insurance listed below is obtained by Provider. Provider 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 Provider is self-insured or exempt from the workers' compensation laws of the State of California. Provider 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 Provider owned vehicles used in connection with Provider'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 Provider 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 Provider, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Provider 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 Provider's Services. Provider 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 Provider agrees it is not a designated employee within the meaning of the Political Reform Act because Provider:

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 Provider must disclose its financial interests, Provider 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 No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by Provider of this Agreement, shall in no way be construed to be a waiver of such provision nor to affect the validity of this Agreement or the right City to enforce the provisions of this Agreement.

8.2 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.

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

8.4 Provider 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 Provider or Provider's employees, except as herein set forth. Provider shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Provider are for its account only, and in no event shall Provider 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. Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Provider have any authority, express or implied, to bind City to any obligation.

8.5 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Provider of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Provider's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Provider at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Provider. Upon receipt of a termination notice, Provider 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, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Provider in performing the Services. Provider shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.6 This Agreement is valid and enforceable only if sufficient funds are made available from the State of California by legislative appropriation to continue funding the ERF Grant. If the ERF Grant funding is not appropriated by the Legislature or the ERF Grant is terminated or cancelled, the City may terminate this Agreement pursuant to Section 8.4.

8.7 Provider shall maintain books, ledgers, invoices, accounts, and other records and documents evidencing costs and expenses related to the Services for a period of five (5) years, or for any longer period required by law, from the date of final payment to Provider pursuant to this Agreement. City shall have the right to review, obtain and copy all records and supporting documentation pertaining to the performance of Services under the Agreement. Such books shall be available upon reasonable notice and during normal business hours for examination, inspecting and copying of records and documentation related to the Services provided under this Agreement, by City at the office of Provider.

8.8 During the performance of this Agreement, Provider and its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin, pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital status, military and veteran status, denial of medical and family care leave, pregnancy disability leave or any other protected class under state or federal law. Provider shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Provider shall comply with the provisions of California law against discriminatory practices relating to such protected classes.

8.9 Provider agrees to comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and have or will provide a drug-free workplace.

8.10 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 Provider.

8.11 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.

8.12 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 Provider have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
~~Eddie Tejeda, Mayor~~
Paul Barich, Mayor Pro Tem

ATTEST:

_____
Jeanne Donaldson, City Clerk

FAMILY SERVICE ASSOCIATION OF REDLANDS

By: _____
Kyra Stewart, Executive Director

EXHIBIT "A"

SCOPE OF SERVICES

Provide rapid re-housing services for minimum of 100 clients as referred by City Homeless Solutions Coordinator or designees including but not limited to the following:

Housing Navigation:

- Receive referrals from City of Redlands and affiliated outreach teams.
- Seek to move homeless individuals off the streets into shelters, hotels, transitional or bridge housing.
- Develop a housing plan with each homeless individual.
- Identify barriers to housing and plan to address them.
- Help individuals to acquire paperwork and documents needed for housing.
- Arrange for and accompany individual/family through housing process.
- Complete applications to landlords in coordination with City of Redlands team.
- Complete subsidy applications and recertifications.
- Offer assistance to tenants in requesting and obtaining a reasonable accommodation.
- Provide/Arrange for security deposits.
- Assist tenant with move in once housing is obtained.
- Acquire basic necessities.
- Arrange for utility deposits.
- Advocating with Property Management and other services providers.
- Provide up to 6 months rental assistance (case by case).

Tenancy Supports/Housing Retention:

- Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations.
- Education and training on the tenant and landlord's roles, rights, and responsibilities; lodger and owner, shelter participation.
- Coaching on developing and maintaining critical relationships with landlords/property managers to foster successful tenancy.
- Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action.
- Advocacy and linkage with community resources to prevent eviction when housing is, or may potentially become, jeopardized.
- Coordinating with the individual on a regular basis to reflect current needs and address existing or recurring housing retention barriers; and
- Continuing training in being a good tenant and lease compliance, including ongoing support with activities related to household management.

- Assisting with residents' daily living activities and linking them to other supportive services and physical health care services in order to continue to improve their independent living skills.
- Working to promote lease compliance and successful tenancy.
- Assist tenants in requesting and obtaining reasonable accommodations during the tenancy.
- Working with eligible households in imminent danger of losing their housing including, being evicted to avoid finalization of the eviction process through voluntary departure.
- Ongoing communication with City of Redlands and other ERF grant partners regarding rental subsidy oversight.
- Assist consumers with additional moves if required.
- Maintain ongoing relationship with the Case Manager and housed consumer.

Case Management:

- Individual Service and Support Plan development.
- Coordination with medical, dental, and mental health providers.
- Coaching and Crisis intervention.
- Transportation to appointments.
- Independent living skills coaching.
- Linkages to education, job skills training, and employment or assist with acquiring benefits.
- Maintain the ongoing relationship with the Tenancy Supports staff.
- Case manage client up to 6 months.

EXHIBIT "B"

RATE SHEET

Staff Hourly Rate (Fully Burdened) for Case Management / Housing Navigation	$32.00/hour
Housing Costs (Deposits, Rent) Paid on behalf of Client	Actual Cost
Supplies / Services Provided Directly to Client	Actual Cost
Mileage	Current IRS Rate
Admin Cost	5%

EXHIBIT "C"

ERF GRANT AUDITING AND REPORTING

Provider shall submit to all reporting and auditing requirements of the ERF Grant including, but not limited to the following:

Provide monthly reports of expenditures and services provided that include outreach and service path data at the anonymized level.

Maintain housing status data for persons served in the aggregate.

Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Provider shall maintain and make available, individual, client-level data for persons served by grant funding to the City, in addition to any data reported through local Homeless Management Information System, as required by the ERF Grant for the purposes of research.

Provider shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

Provider shall participate in a program evaluation regarding implementation of the ERF Grant is requested.

For the purpose of evaluation, Cal ICH, or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits. Provider should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation of the ERF Grant.

Provider shall coordinate and cooperate with City provided independent certified public accountant for audit purposes if requested.

Record Inspection: Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the ERF Grant and this agreement. The Provider agrees to provide the City, Cal ICH, or its designee, with any relevant information requested. The Provider agrees to give the City, Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, the ERF Grant, and this Agreement.

Record Retention: The Provider further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

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

KS 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).

KS 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.

PROVIDER,
FAMILY SERVICE ASSOCIATION OF REDLANDS

By: _____
Kyra Stewart, Executive Director

Date: 12/2/23

City Council/Successor Agency Meeting **AGENDA ITEM NO. K.3.**

DATE: 12/05/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8527 approving ten (10) Homeless Resource Services Agreements with Encampment Resolution Funding Grant totaling $3,498,975 with partners as identified in the grant proposal and award, and determination that the agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Homeless Coordinator David Rabindranath)

MOTION(S):

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

1. I move to determine that adoption of Resolution No. 8527 approving the agreements for the Homeless Solutions Division is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to adopt Resolution No. 8527 approving ten (10) Homeless Resource Services agreements totaling $3,498,975.00 with partners identified in the Encampment Resolution Funding Grant proposal and award to provide shelter, rapid rehousing, housing, and employment services to the homeless population in Redlands.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8527 approving Homeless Resource Services agreements with partners identified in the Encampment Resolution Funding Grant proposal and award to provide shelter, rapid rehousing, housing, and employment services to the homeless population in Redlands.

Staff further recommends that the City Council determine that the approval of the agreements is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") which is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds for Continuum of Care and/or Local Jurisdictions. To date, there have been two rounds of the Encampment Resolution Funding Program.

The City of Redlands has been awarded $4,529,069 in ERF funds to resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness has the intent of addressing the safety and wellness of people within encampments, resolving critical encampment concerns, and transitioning individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

The Homeless Solutions Division will be leading the efforts to coordinate outreach teams, emergency shelter placements, rapid rehousing support, and employment services to individuals who meet the criteria of the grant funding.

As part of the City of Redlands grant proposal, the below listed local agencies, organizations, and businesses were identified as partners to perform specific program tasks. Resolution No. 8527 will approve agreements with these partners to perform the tasks required to meet program milestones and goals which include permanent housing placement for a minimum of 200 chronically or literally homeless individuals from the City of Redlands.

- The Redlands Chamber of Commerce will provide employment services to individuals once placed in permanent housing in an effort to ensure sustainability of the placement. The agreement will be in the amount of seventy-five thousand dollars ($75,000).
- Family Service Association of Redlands will provide rapid rehousing services, including placements into permanent housing opportunities, for homeless individuals in Redlands. Rapid re-housing will include payment of deposits and up to six months of rent to help ensure the sustainability of the placement. The agreement will be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents ($1,009,487.50).

- Goodwill Southern California will provide employment services to individuals once placed in permanent housing in an effort to ensure sustainability of the placement. The agreement will be in the amount of seventy-five thousand dollars ($75,000).

- The Salvation Army will provide rapid re-housing services, including placements into permanent housing opportunities for homeless individuals in Redlands. Rapid re-housing will include payment of deposits and up to six months of rent to help ensure the sustainability of the placement. The agreement will be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents ($1,009,487.50).

- The Salvation Army will provide an outreach team of two staff to work in the community to engage, screen, connect with services, and refer for additional support chronically or literally homeless persons in Redlands. The agreement will be in the amount of two hundred twenty-five thousand dollars ($225,000.00).

- The Salvation Army will provide emergency shelter beds to homeless individuals for up to 30 days while a permanent housing solution can be located. The agreement will be in the amount of one hundred fifteen thousand dollars ($115,000.00).

- Step Up On Second will provide an outreach team of two staff to work in the community to engage, screen, connect with services, and refer for additional support chronically or literally homeless persons in Redlands. The agreement will be in the amount of three hundred thousand dollars ($300,000.00).

- Step Up On Second will provide continued operations and support of those once chronically or literally homeless in Redlands through the Step Up In Redlands facility that was funded by HomeKey 2 Grant funds and currently houses more than 100 individuals. The agreement will be in the amount of three hundred thousand dollars ($300,000.00).

- SB Express One LLC. will provide emergency shelter beds in the form of hotel rooms to homeless individuals for up to 30 days while a permanent housing solution can be located. The agreement will be in the amount of three hundred thousand dollars ($300,000.00).

- The Youth Hope Foundation will provide an outreach team of two staff to work in the community to engage, screen, connect with services, and refer for additional support teen and young adult homeless persons in Redlands. The agreement will be in the amount of ninety thousand dollars ($90,000.00).

The agreements with our local partner agencies and organizations included in this resolution add up to a total of three million four hundred ninety-eight thousand nine hundred seventy-five dollars ($3,498,975.00). The remaining grant funds awarded to the City through the ERF program are allocated to city staff, including two outreach workers and administrative assistant, as well as supplies, equipment, and administrative costs.

ALTERNATIVES:

Approval of these agreements is paramount to the successful implementation and outcome of the ERF grant.

STRATEGIC PLAN:

Priority B.4 Homelessness

SUBMITTED BY:
Christopher Boatman, Assistant City Manager

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:
Don Craw, Sr. Manager, Facilities and Community Services

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	NO
Appropriation Required Y/N:	NO
Amount:	$3,498,975
Budgeted Y/N:	YES
Account No.:	200120

Discussion:
Grant funds have been budgeted based on award.

Attachments

Resolution 8527
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F
Exhibit G
Exhibit H
Exhibit I
Exhibit J
Associated Grant Agreement
NOFA

Original Equipment Manufactured Hydraulic Hoses and Accessories Agreement

Facilities and Community Services Director Crocker reviewed the agreement with Bernell Hydraulics Inc. for the supply of Original Equipment Manufacturer (OEM) Parker Hannifin Hydraulic Hoses and Accessories. Within the City's Equipment Maintenance Division, the most frequent and anticipated repairs of solid waste trucks are related to the hydraulic system. To perform hydraulic repairs, it is imperative to have a supply of OEM Parker Hannifin Hydraulic Hoses and Accessories.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, an agreement with Bernell Hydraulics Inc. for the supply of OEM Parker Hannifin Hydraulic Hoses and Accessories in an amount not-to-exceed $150,000 for the initial term, with the option to extend for two additional one-year terms for a total amount not-to-exceed $450,000.

Vote: 5 - 0 Passed

Resolution No. 8527 Homeless Resource Services Agreements

Homeless Coordinator David Rabindranath presented Resolution No. 8527 to approve ten Homeless Resource Services Agreements with Encampment Resolution Funding (ERF) Grant totaling $3,498,975 with partners as identified in the grant proposal and award. The City has been awarded $4,529,069 in ERF funds to resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness has the intent of addressing the safety and wellness of people within encampments, resolving critical encampment concerns, and transitioning individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

The Homeless Solutions Division will be leading the efforts to coordinate outreach teams, emergency shelter placements, rapid rehousing support, and employment services for individuals who meet the criteria of the grant funding. Local agencies, organizations, and businesses identified as partners to perform specific program tasks include: Chamber of Commerce, Family Service Association of Redlands, Goodwill of Southern California, Salvation Army, Step Up in Redlands, SB Express One LLC and Youth Hope Foundation.

Mr. Rabindranath was praised for his commitment and dedication to serving the homeless population with a positive attitude and compassion. Council Member Guzman-Lowery raised a number of questions concerning the implementation of the partnerships, including service locations, methods of transportation, and the criteria process for qualification. As public comment, Chamber of Commerce Executive Director, Evan Sanford, voiced their support of the City's efforts and was pleased the Chamber will be a part of the program and a catalyst for positive change. Brian Seghers offered several suggestions to make the program more successful, including motivating and educating our youth. Bruce Laycook was hopeful about the good work the program will do, and he encouraged the Council to work closely with Youth Hope. Dan Jimenez recommended the City push to find a local motel that would be closer to home for those in need instead of using resources in San Bernardino. Council Members were extremely pleased with the

program and were grateful to all the various partners that will make this program a success.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8527 approving the agreements for the Homeless Solutions Division is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8527 approving ten (10) Homeless Resource Services agreements totaling $3,498,975.00 with partners identified in the Encampment Resolution Funding Grant proposal awarded to provide shelter, rapid rehousing, housing, and employment services to the homeless population in Redlands.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Saucedo attended the Groundbreaking event for the new Meritage Homes Project located behind Citrus Valley High School.

ADJOURNMENT

There being no further action required the meeting adjourned at 9:23 P.M. The next regular meeting of the City of Redlands City Council will be held on December 19, 2023.

SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

Vice Chair Barich called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Board Member Davis, seconded by Board Member Saucedo, the minutes of the regular meeting of November 7, 2023 were unanimously approved, by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 9:24 P.M. The next regular meeting of the Agency will be held on February 6, 2024.

RESOLUTION NO. 8527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING HOMELESS RESOURCE SERVICE AGREEMENTS FUNDED THOUGH ENCAMPMENT RESOLUTIONS FUNDING GRANT

WHEREAS, The City of Redlands ("City") was awarded $4,529,069 in grant funds through the Encampment Resolution Funding Program ("ERF") as administered by the California Interagency Council on Homelessness ("Cal ICH") to fund the proposal put forth by the City; and

WHEREAS, The City identified numerous partners in the proposal for EFR funds to provide the resources, staffing, and capacity needed to service the population of unsheltered homeless within the City; and

WHEREAS, The City seeks to enter into agreements with these pre-identified partners to provide outreach, shelter, housing, and employment services to the target population through the use of the ERF grant funds.

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

Section1. The City Council hereby approves the Homeless Resource Service Agreement with The Redlands Chamber of Commerce in the amount of seventy-five thousand dollars ($75,000) to provide employment services.

Section 2. The City Council hereby approves the Homeless Resource Service Agreement with Family Service Association of Redlands in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents ($1,009,487.50) to provide rapid rehousing services.

Section 3. The City Council hereby approves the Homeless Resource Service Agreement with Goodwill Industries of Southern California in the amount of seventy-five thousand dollars ($75,000) to provide employment services.

Section 4. The City Council hereby approves the Homeless Resource Service Agreement with The Salvation Army in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents ($1,009,487.50) to provide rapid rehousing services.

Section 5. The City Council hereby approves the Homeless Resource Service Agreement with The Salvation Army in the amount of two hundred twenty-five thousand dollars ($225,000.00) to provide outreach services.

Section 6. The City Council hereby approves the Homeless Resource Service Agreement with The Salvation Army in the amount of one hundred fifteen thousand dollars ($115,000.00) to provide temporary shelter beds.

Section 7. The City Council hereby approves the Homeless Resource Service Agreement with Step Up On Second Street, Inc. in the amount of three hundred thousand dollars ($300,000.00) to provide outreach services.

Section 8. The City Council hereby approves the Homeless Resource Service Agreement with Step Up On Second Street, Inc. in the amount of three hundred thousand dollars ($300,000.00) to provide continued housing and operations at the HomeKey 2 housing facility known as Step Up In Redlands.

Section 9. The City Council hereby approves the Homeless Resource Service Agreement with SB Express One, LLC in the amount of three hundred thousand dollars ($300,000) to provide temporary shelter beds.

Section 10. The City Council hereby approves the Homeless Resource Service Agreement with The Youth Hope Foundation in the amount of ninety thousand dollars ($90,000.00) to provide outreach services.

ADOPTED, SIGNED AND APPROVED this 5th day of December, 2023.

_____
Eddie Tejeda, 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 5th day of December, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Homeless Resource Services Agreement

Employment Services

THE REDLANDS CHAMBER OF COMMERCE

Exhibit "B"

Homeless Resource Services Agreement

Rapid Rehousing Services

FAMILY SERVICE ASSOCIATION OF REDLANDS

Exhibit "C"

Homeless Resource Services Agreement

Employment Services

GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA

Exhibit "D"

Homeless Resource Services Agreement

Rapid Rehousing Services

THE SALVATION ARMY

Exhibit "E"

Homeless Resource Services Agreement

Outreach Services

THE SALVATION ARMY

Exhibit "F"

Homeless Resource Services Agreement

Shelter Bed Services

THE SALVATION ARMY

Exhibit "G"

Homeless Resource Services Agreement

Outreach Services

STEP UP ON SECOND STREET, INC

Exhibit "H"

Homeless Resource Services Agreement

Housing Operation Services

STEP UP ON SECOND STREET, INC.

Exhibit "I"

Homeless Resource Services Agreement

Shelter Bed Services

SB EXPRESS ONE, LLC

Exhibit "J"

Homeless Resource Services Agreement

Outreach Services

THE YOUTH HOPE FOUNDATION

Business Search

Search By

Business Name

Value

family services assoc

Specify Start Date Range (Optional)

Search

Account #	Business Name	Expire Date	Address
08122493	FAMILY SERVICES ASSOC-CASA DE LA VISTA	12/31/2023	686 E REDLANDS BLVD, REDLANDS, CA 92373-5214

Total records found: 1

Contact Us

HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services supporting rapid rehousing ("Agreement") is made and entered in this 5th day of December, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and The Salvation Army, a California nonprofit corporation ("Provider"). City and Provider are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Provider agree as follows:

ARTICLE 1 – ENGAGEMENT OF PROVIDER

1.1 This Agreement is being funded by grant funding from the State of California Encampment Resolution Funding Program ("ERF Grant") and administered by the California Interagency Council on Homelessness ("Cal ICH"). City is a grantee of the ERF Grant.

1.2 City hereby engages Provider to provide homeless resources, supporting rapid rehousing and services for City (the "Services").

1.3 The Services shall be performed by Provider in a professional manner, and Provider 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 Providers in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF PROVIDER

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

2.2 Provider 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. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations, or any other laws whether federal, State of California or any agency, department, or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Provider information in its possession that may reasonably assist Provider in providing the Services.

3.2 City designates David Rabindranath, Homeless Solutions Coordinator, 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 Provider shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of no more than thirty-one (31) months commencing as of the Effective Date, until all available ERF Grant funds have been expended, or unless terminated earlier as provided herein.

4.3 Provider shall provide all information required by City to conform to the reporting and auditing requirements of the ERF Grant for which Services are associated as required by this Agreement

4.4 If Provider'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 Provider to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO PROVIDER

5.1 The total compensation for Provider's Services shall be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents ($1,009,487.50). City shall pay Provider in full upon execution of this Agreement so that Services can be expedited to the homeless population.

5.2 Provider shall submit monthly reconciliation reports to City describing the Services provided during the preceding month in accordance with Exhibit "B" titled "Rate Sheet," which is attached hereto and incorporated herein by this reference. Provider's reconciliation reports shall include a brief description of the Services performed, client identification, the dates the Services were performed, the value of resources expended, and any other pertinent information related to the Services. Additional ERF Grant auditing and reporting documents requirements are described in Exhibit "C" titled "ERF Grant Reporting" which is attached hereto and incorporated herein by this reference. Any additional required information or reporting will be requested in writing by the City as needed and shall be provided by Provider in a timely manner.

5.3 Upon termination of Agreement, any unexpended funds shall be returned to the City within 15 days. If at any time during the term of the Agreement, Provider determines or anticipates unexpended funds will be present at termination, Provider is to contact the City

in writing and coordinate possible reallocation of funds to ensure service goals of the ERF Grant are met.

5.4 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	PROVIDER
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	J Koebel, Captain The Salvation Army 16941 Keegan Avenue Carson CA, 90746 j.koebel@usw.salvationarmy.org (562)264-3620

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Provider for the duration of its performance of the Services. Provider shall not perform any Services unless and until the required insurance listed below is obtained by Provider. Provider 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 Provider is self-insured or exempt from the workers' compensation laws of the State of California. Provider 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 Provider owned vehicles used in **connection with Provider'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 Provider 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 Provider, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Provider 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 Provider's Services. Provider 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 Provider agrees it is not a designated employee within the meaning of the Political Reform Act because Provider:

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 Provider must disclose its financial interests, Provider 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 No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by Provider of this Agreement, shall in no way be construed to be a waiver of such provision nor to affect the validity of this Agreement or the right City to enforce the provisions of this Agreement.

8.2 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.

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

8.4 Provider 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 Provider or Provider's employees, except as herein set forth. Provider shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Provider are for its account only, and in no event shall Provider 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. Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Provider have any authority, express or implied, to bind City to any obligation.

8.5 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Provider of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Provider's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Provider at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Provider. Upon receipt of a termination notice, Provider 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, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Provider in performing the Services. Provider shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.6 This Agreement is valid and enforceable only if sufficient funds are made available from the State of California by legislative appropriation to continue funding the ERF Grant. If the ERF Grant funding is not appropriated by the Legislature or the ERF Grant is terminated or cancelled, the City may terminate this Agreement pursuant to Section 8.4.

8.7 Provider shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of five (5) years, or for any longer period required by law, from the date of final payment to Provider pursuant to this Agreement. City shall have the right to review, obtain and copy all records and supporting documentation pertaining to the performance of Services under the Agreement. Such books shall be available upon reasonable notice and during normal business hours for examination, inspecting and copying of records and documentation related to the Services provided under this Agreement, by City at the office of Provider.

8.8 During the performance of this Agreement, Provider and its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin, pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital status, military and veteran status, denial of medical and family care leave, pregnancy disability leave or any other protected class under state or federal law. Provider shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Provider shall comply with the provisions of California law against discriminatory practices relating to such protected classes.

8.9 Provider agrees to comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and have or will provide a drug-free workplace.

8.10 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 Provider.

8.11 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.

8.12 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 Provider have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____

~~Eddie Tejeda, Mayor~~

Paul Barich, Mayor Pro Tem

ATTEST:

_____

Jeanne Donaldson, City Clerk

THE SALVATION ARMY

By: _____

J. Koebel, Captain

Divisional Secretary for Business

I:\cmo\Agreements\The Salvation Army ERF Partner Agreement (Rapid Rehousing) FY22-0312.docx-ms

EXHIBIT "A"

SCOPE OF SERVICES

Provide rapid rehousing services for a minimum of 100 clients as referred by City Homeless Solutions team including but not limited to the following:

Housing Navigation:

- Receive referrals from City of Redlands and affiliated outreach teams.
- Seek to move homeless individuals off the streets into shelters, hotels, transitional or bridge housing.
- Develop a housing plan with each homeless individual.
- Identify barriers to housing and plan to address them.
- Help individuals to acquire paperwork and documents needed for housing.
- Arrange for and accompany individual/family through housing process.
- Complete applications to landlords in coordination with City of Redlands team.
- Complete subsidy applications and recertifications.
- Offer assistance to tenants in requesting and obtaining a reasonable accommodation.
- Provide/Arrange for security deposits.
- Assist tenant with move in once housing is obtained.
- Acquire basic necessities.
- Arrange for utility deposits.
- Advocating with Property Management and other services providers.
- Provide up to 6 months rental assistance (case by case).

Tenancy Supports/Housing Retention:

- Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations.
- Education and training on the tenant and landlord's roles, rights, and responsibilities; lodger and owner, shelter participation.
- Coaching on developing and maintaining critical relationships with landlords/property managers to foster successful tenancy.
- Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action.
- Advocacy and linkage with community resources to prevent eviction when housing is, or may potentially become, jeopardized.
- Coordinating with the individual on a regular basis to reflect current needs and address existing or recurring housing retention barriers, and;
- Continuing training in being a good tenant and lease compliance, including ongoing support with activities related to household management.

- Assisting with residents' daily living activities and linking them to other supportive services and physical health care services in order to continue to improve their independent living skills.
- **Working to promote lease compliance and successful tenancy.**
- Assist tenants in requesting and obtaining reasonable accommodations during the tenancy.
- Working with eligible households in imminent danger of losing their housing including, being evicted to avoid finalization of the eviction process through voluntary departure.
- Ongoing communication with City of Redlands and other ERF grant partners regarding rental subsidy oversight.
- Assist consumers with additional moves if required.
- Maintain ongoing relationship with the Case Manager and housed consumer.

Case Management:

- Individual Service and Support Plan development.
- Coordination with medical, dental, and mental health providers.
- Coaching and Crisis intervention.
- Transportation to appointments.
- Independent living skills coaching.
- Linkages to education, job skills training, and employment or assist with acquiring benefits.
- Maintain the ongoing relationship with the Tenancy Supports staff.
- Case manage client up to 6 months.

EXHIBIT "B"

RATE SHEET

Staff Hourly Rate (Fully Burdened) for Case Management / Housing Navigation	**$35.00**
Housing Costs (Deposits, Rent) Paid on behalf of Client	Actual Cost
Supplies / Services Provided Directly to Client	Actual Cost
Mileage	Current IRS Rate
Admin Cost	5%

EXHIBIT "C"

ERF GRANT AUDITING AND REPORTING

Provider shall submit to all reporting and auditing requirements of the ERF Grant including but not limited to the following:

Provide monthly reports of expenditures and services provided that include outreach and service path data at the anonymized level.

Maintain housing status data for persons served in the aggregate.

Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Provider shall maintain and make available, individual, client-level data for persons served by grant funding to the City, in addition to any data reported through local Homeless Management Information System, as required by the ERF Grant for the purposes of research.

Provider shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

Provider shall participate in a program evaluation regarding implementation of the ERF Grant is requested.

For the purpose of evaluation, Cal ICH, or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits. Provider should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation of the ERF Grant.

Provider shall coordinate and cooperate with City provided independent certified public accountant for audit purposes if requested.

Record Inspection: Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the ERF Grant and this agreement. The Provider agrees to provide the City, Cal ICH, or its designee, with any relevant information requested. The Provider agrees to give the City, Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, the ERF Grant, and this Agreement.

Record Retention: The Provider further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

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.

PROVIDER,
THE SALVATION ARMY

By: _____
J. Koebel, Captain
Divisional Secretary for Business

Date: 11/30/2023

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for Homeless Resource Services ("Agreement"), dated December 5, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Family Service Association of Redlands, a California 501 (c) (3) nonprofit public benefit corporation ("Provider"), is made and entered into this 16th day of December, 2025.

RECITALS

WHEREAS, it is the desire of the City and Provider to amend their existing Agreement, specifically to revise the compensation of funds and reduce the total dollar amount by Fifty Thousand Dollars ($50,000) to ensure the expenditure deadline is met by June 30, 2026.

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

AGREEMENT

Section 1. Article 5 ("Payment to Provider") subsection 5.1 of the Agreement is hereby amended to read as follows:

"5.1 The total compensation for Provider's Services shall be in the amount of Nine Hundred Fifty-Nine Thousand Four Hundred Eighty-Seven Dollars and Fifty Cents ($959,487.50). City shall pay Provider in full upon execution of this Agreement so that Services can be expedited to the homeless population."

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 December 16, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

FAMILY SERVICE ASSOCIATION OF REDLANDS

By: _____
Kyra, Stewart, Executive Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for Homeless Resource Services supporting rapid rehousing ("Agreement"), dated December 5, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and The Salvation Army, a California nonprofit public benefit corporation and 501(c)(3) ("Provider"), is made and entered into this 16th day of December, 2025.

RECITALS

WHEREAS, it is the desire of the City and Provider to amend their existing Agreement, specifically to revise the compensation of funds and increase the total dollar amount by Fifty Thousand Dollars ($50,000) to ensure the expenditure deadline is met by June 30th, 2026; and

WHEREAS, by this First Amendment, the City and Provider agree to the amendments to the Agreement.

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

AGREEMENT

Section 1. Article 5 ("Payment to Provider") subsection 5.1 of the Agreements hereby amended to read as follows:

"5.1 The total compensation for Provider's Services shall be in the amount of One Million Fifty-Nine Thousand Four Hundred Eighty-Seven Dollars and Fifty Cents. ($1,059,487.50). The City shall pay the Provider 75% of the total compensation upon execution of this Agreement and 25% of the total compensation shall be paid to Provider by April 1, 2026, so that Services can be expedited to the homeless population."

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 December 16, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

THE SALVATION ARMY

By: _____
Major Anthony Barnes, General Secretary

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **H. 8.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the side letter agreements with the Teamsters Local 1932, the Redlands Association of Mid-Management Employees, the Redlands Association of Management Employees, the Redlands Civilian Safety Employees Association, the Redlands Police Officers Association and the Redlands Association of Safety Management Employees to modify the respective articles within each Memorandum of Understanding relating to longevity pay to ensure compliance with CalPERS reporting requirements; and approve Salary Resolution No. 8744 and updated Salary Schedules (Human Resources/Risk Management Director Meteau)

MOTION(S):

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

1. I move to approve the side letter agreements with Teamsters Local 1932, the Redlands Association of Mid-Management Employees, the Redlands Association of Management Employees, the Redlands Civilian Safety Employees Association, the Redlands Police Officers Association and the Redlands Association of Safety Management Employees to modify the respective articles within each Memorandum of Understanding relating to longevity pay to ensure compliance with CalPERS reporting requirements.

2. I move to approve Salary Resolution No. 8744 including updated Salary Schedules.

RECOMMENDATION:

Staff recommends that the City Council approve the side letter agreements with Teamsters Local 1932, the Redlands Association of Mid-Management Employees, the Redlands Association of Management Employees, the Redlands Civilian Safety Employees Association, the Redlands Police Officers Association and the Redlands Association of Safety Management Employees to modify the

respective articles within each Memorandum of Understanding relating to longevity pay to ensure compliance with CalPERS reporting requirements; and approve Salary Resolution No. 8744 including updated Salary Schedules.

DISCUSSION:

The City is committed to maintaining compliance with all CalPERS regulations to ensure accurate reporting of employee compensation. As part of this effort, longevity pay will be separated from base salary and paid as a separate longevity incentive. This modification aligns with CalPERS' guidelines, which require longevity pay to be reported separately as special compensation rather than included as part of base wages.

To facilitate this transition, the City engaged in discussions with labor representatives, ensuring that all affected employees understand the change and its implications. As a result of these discussions, side letters have been signed by labor groups acknowledging the adjustment and confirming that there will be no negative impact on employees' total compensation. While longevity pay will be classified and reported differently, employees will continue to receive the full amount they are entitled to, maintaining their overall earnings. Longevity pay in the form of an incentive will appear on the employee paychecks received on February 25, 2026.

In addition to the side letters with each bargaining unit, a new Salary Resolution must be adopted to remove the longevity steps from the base salary schedules. Salary Resolution No. 8744 along with the updated salary schedules have been prepared for this purpose.

In regard to the updated salary schedules, part-time hourly rates have been adjusted where needed due to the minimum wage increase effective January 1, 2026. Further, since the City is currently recruiting for the new Municipal Utilities and Engineering Director and will soon be recruiting for the new Development Services Director, staff is also requesting to adjust the salary range table for Department Directors in order to be more competitive with the market. The adjusted salary ranges are included in the attached salary schedules. These adjustments will assist the City in attracting high-caliber candidates to apply for our open director positions. It should be noted that adjusting the director salary range table does not automatically increase the salary for current directors. Progression in the salary range is based on employee performance and is at the discretion of the City Manager.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Robert Meteau Jr., Director, Human Resources/Risk Management

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

Fiscal Impact

Discussion:
No fiscal impact.

Attachments

Teamsters Side Letter
RCSEA Side Letter
RAMME Side Letter
RAME Side Letter
RPOA Side Letter
RASME Side Letter
Salary Resolution No. 8744
Salary Schedule
PT Hourly Rates

CITY OF REDLANDS AND TEAMSTERS LOCAL #1932
SIDE LETTER OF AGREEMENT (2025)

This Side Letter of Agreement amending the July 1, 2023 - June 30, 2026, Memorandum of Understanding between Teamsters Local #1932 and the City of Redlands ("City") is made and entered into this 16th day of December, 2025. Teamsters Local #1932 and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 25, 2023, Teamsters Local #1932 and the City agreed to a Memorandum of Understanding ("Teamsters MOU") for the period of July 1, 2023 to June 30, 2026; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 7, of the Teamsters MOU; and

WHEREAS, representatives of the City and Teamsters Local #1932 have met and conferred in good faith and now wish to effect changes with respect to Article 7 of the Teamsters MOU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Teamsters Local #1932 and the City agree as follows:

AGREEMENT

Article 7 of the Teamsters MOU, entitled "Longevity Pay", is hereby amended to read as follows:

A. Employees with fifteen (15) years of continuous service with the City shall receive compensation in the amount of three (3) percent of base salary, effective with the beginning of the pay period closest to completion of their 15th year of service.
B. Employees with twenty (20) years of continuous service with the City shall receive compensation of two (2) percent, effective at the beginning of the pay period beginning closest to completion of their 20th year of service.
C. The 15-year longevity percentages shall be compounded with the 20-year longevity pay. Incentives and leave cash out shall be calculated based on the combination of base salary and longevity pay.

CITY OF REDLANDS

Mario Saucedo, Mayor

TEAMSTERS LOCAL #1932

11/17/2025
Rich Smith, Teamsters Business Rep

Attest:

Jeanne Donaldson, City Clerk

CITY OF REDLANDS AND REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION
SIDE LETTER OF AGREEMENT (2025)

This Side Letter of Agreement amending the July 1, 2023 - June 30, 2026, Memorandum of Understanding between Redlands Civilian Safety Employees Association (RCSEA) and the City of Redlands ("City") is made and entered into this 16th day of December 2025. RCSEA and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 5, 2023, RCSEA and the City agreed to a Memorandum of Understanding ("RCSEA MOU") for the period of July 1, 2023, to June 30, 2026; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 8, of the RCSEA MOU; and

WHEREAS, representatives of the City and RCSEA have met and conferred in good faith and now wish to effect changes with respect to Article 8 of the RCSEA MOU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, RCSEA and the City agree as follows:

AGREEMENT

Article 8 of the RCSEA MOU, entitled "Longevity Pay" is hereby amended to read as follows:

A. Employees with fifteen (15) years of continuous service with the City shall receive compensation in the amount of three (3) percent of base salary, effective with the beginning of the pay period closest to completion of their 15th year of service.
B. Employees with twenty (20) years of continuous service with the City shall receive compensation of two (2) percent, effective at the beginning of the pay period beginning closest to completion of their 20th year of service.
C. The 15-year longevity shall be compounded with the 20-year longevity pay. Incentives and leave cash out shall be calculated based on the combination of base salary and longevity pay.

CITY OF REDLANDS

Mario Saucedo, Mayor

REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION

Matthew Dennistoun, President

Attest:

Jeanne Donaldson, City Clerk

CITY OF REDLANDS AND THE REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES
SIDE LETTER OF AGREEMENT (2025)

This Side Letter of Agreement amending the July 1, 2023 - June 30, 2026, Memorandum of Understanding between the Redlands Association of Mid-Management Employees (RAMME) and the City of Redlands ("City") is made and entered into this 16th day of December 2025. RAMME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on June 20, 2023, RAMME and the City agreed to a Memorandum of Understanding ("RAMME MOU") for the period of July 1, 2023, to June 30, 2026; and

WHEREAS the Parties now wish to clarify their intentions with respect to Article 12 of the RAMME MOU; and

WHEREAS representatives of the City and RAMME have met and conferred in good faith and now wish to effect changes with respect to Article 12 of the RAMME MOU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, RAMME and the City agree as follows:

AGREEMENT

Article 12 of the RAMME MOU, entitled "Longevity Pay", is hereby amended to read as follows:

A. Employees with fifteen (15) years of continuous service with the City shall receive compensation in the amount of three (3) percent of base salary, effective at the beginning of the pay period closest to completion of their fifteenth (15th) year of service.

B. Employees with twenty (20) years of continuous service with the City, shall receive an additional two (2) percent, effective at the beginning of the pay period closest to completion of their twentieth (20th) year of service.

C. The 15-year longevity percentages shall be compounded with the 20-year longevity pay. Incentives and leave cash out shall be calculated based on the combination of base salary and longevity pay.

CITY OF REDLANDS

Mario Saucedo, Mayor

REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES

Armando Valles, President

Attest:

Jeanne Donaldson, City Clerk

CITY OF REDLANDS AND THE REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES
SIDE LETTER OF AGREEMENT (2025)

This Side Letter of Agreement amending the July 1, 2023 - June 30, 2026, Memorandum of Understanding between the Redlands Association of Management Employees (RAME) and the City of Redlands ("City") is made and entered into this 10th day of December, 2025. RAME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on June 20, 2023, RAME and the City agreed to a Memorandum of Understanding ("RAME MOU") for the period of July 1, 2023 to June 30, 2026; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 7 of the RAME MOU; and

WHEREAS, representatives of the City and RAME have met and conferred in good faith and now wish to effect changes with respect to Article 7 of the RAME MOU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, RAME and the City agree as follows:

AGREEMENT

Article 7 of the RAME MOU, entitled "Longevity Pay" is hereby amended to read as follows:

A. Employees with ten (10) years of continuous service with the City shall receive compensation in the amount of three (3) percent of base salary, effective at the beginning of the pay period closest to completion of their tenth (10th) year of service.

B. Employees with fifteen (15) years of continuous service with the City, shall receive an additional two (2) percent, effective at the beginning of the pay period closest to completion of their fifteenth (15th) year of service.

C. The 10-year longevity percentages shall be compounded with the 15-year longevity pay. Incentives and leave cash out shall be calculated based on the combination of base salary and longevity pay.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES

_____
Brian Foote, President

CITY OF REDLANDS AND THE REDLANDS POLICE OFFICERS ASSOCIATION
SIDE LETTER OF AGREEMENT (2025)

This Side Letter of Agreement amending the July 1, 2023 - June 30, 2026, Memorandum of Understanding between the Redlands Police Officers Association (RPOA) and the City of Redlands ("City") is made and entered into this 16th day of December ,2025. RPOA and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 5, 2023, RPOA and the City agreed to a Memorandum of Understanding ("RPOA MOU") for the period of July 1, 2023, to June 30, 2026; and

WHEREAS the Parties now wish to clarify their intentions with respect to Articles 13 and 38 of the RPOA MOU; and

WHEREAS representatives of the City and RPOA have met and conferred in good faith and now wish to effect changes with respect to Articles 13 and 38 of the RPOA MOU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, RPOA and the City agree as follows:

AGREEMENT

Article 13 of the RPOA MOU, entitled "Longevity Pay (City of Redlands)" is hereby amended to read as follows:

A. Employees with fourteen (14) years of continuous service with the City shall receive compensation in the amount of five (5) percent of base salary, effective at the beginning of the first pay period following the completion of their fourteenth (14th) year of service.

B. Employees with nineteen (19) years of continuous service with the City shall receive an additional three (3) percent, effective at the beginning of the first pay period following the completion of their nineteenth (19th) year of service.

C. The 19-year longevity percentage shall be compounded with the 14-year longevity pay.

Article 38 of the RPOA MOU, entitled "Longevity Pay (Peace Officer)" is hereby amended to read as follows:

A. The City agrees that unit members that have at least five (5) years of continuous service with the City of Redlands and a combination of fourteen (14) years of continuous service with the City of Redlands and/or as a peace officer (as defined in Penal Code section 830.01 to 830.4)

in the State of California shall receive compensation in the amount of five (5) percent of base salary, effective at the beginning of the first pay period following the completion of their fourteenth (14th) year of service.

B. The City agrees that unit members that have at least five (5) years of continuous service with the City of Redlands and a combination of nineteen (19) years of continuous service with the City of Redlands and/or as a peace officer (as defined in Penal Code section 830.01 to 830.4) in the State of California shall receive compensation in the amount of three (3) percent, effective at the beginning of the first pay period following the completion of their nineteenth (19th) year of service.

C. The 19-year longevity percentages shall be compounded with the 14-year longevity pay.

D. An employee may only receive Longevity Pay under Article 38 or Article 13. An employee is not eligible or entitled to receive Longevity Pay under both Articles at the same time.

The Parties agree that Longevity Pay and Longevity Pay (Peace Officer) will be included in the calculation of other incentives and leave cash outs. This means all such calculations will be based on base pay plus longevity pay and this applies throughout the RPOA MOU, including Articles 7, 8, 12, 15, 16, 26, 27, 28, and 47.

CITY OF REDLANDS

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

REDLANDS POLICE OFFICERS ASSOCIATION

12/2/2025

Jeffrey Frisch, President

CITY OF REDLANDS AND THE REDLANDS ASSOCIATION OF SAFETY MANAGEMENT EMPLOYEES
SIDE LETTER OF AGREEMENT (2025)

This Side Letter of Agreement amending the July 1, 2023 - June 30, 2026, Memorandum of Understanding between the Redlands Association of Safety Management Employees (RASME) and the City of Redlands ("City") is made and entered into this 16 day of December 2025. RASME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on June 20, 2023, RASME and the City agreed to a Memorandum of Understanding ("RASME MOU") for the period of July 1, 2023, to June 30, 2026; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 16 of the RASME MOU; and

WHEREAS, representatives of the City and RASME have met and conferred in good faith and now wish to effect changes with respect to Article 16 of the RASME MOU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, RASME and the City agree as follows:

AGREEMENT

Article 16 of the RASME MOU, entitled "Longevity Pay", is hereby read as follows:

A. Employees with twenty (20) years of continuous service with the City shall receive compensation in the amount of five (5) percent of base salary, effective at the beginning of the pay period closest to completion of their twentieth (20th) year of service.

B. Incentives and leave cash out shall be calculated based on the combination of base salary and longevity pay.

CITY OF REDLANDS

Mario Saucedo, Mayor

Attest:

Jeanne Donaldson, City Clerk

REDLANDS ASSOCIATION OF SFAETY MANAGEMENT EMPLOYEES

Stephen Crane

Stephen Crane, President

RESOLUTION NO. 8744

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR CITY EMPLOYEES AND RESCINDING RESOLUTION NO. 8697

WHEREAS, the City Council is authorized and directed by Section 2.56.040 of the Redlands Municipal Code to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council of the City of Redlands hereby establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 2 of this resolution to be effective December 16, 2025.

Section 2. Salary schedule and Compensation Plan.

Position Title	PT	FT	Unit	Range				
City Clerk's Office								
Assistant City Clerk		1	MM	33				
Administrative Assistant I/II		1	T	33	38			
Part Time Positions								
Administrative Assistant	1		PT					
Total City Clerk's Office	***1***	***2***						
City Manager's Office								
City Manager		1	C	3				
City Attorney		1	C	2				
Assistant City Manager		2	DD	6				
Homeless Solutions Manager		1	MM	75				
Grants Coordinator		1	MM	48				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
Senior Administrative Assistant		1	T	48				
Public Information								
Public Information Officer		1	M	75				
Communications Specialist		1	MM	35				
Multimedia Production Coordinator		1	T	61				
Total City Manager's Office	***0***	***12***						
Human Resources/Risk Management								
Director, Human Resources/Risk Management		1	DD	1				
Assistant Director, HR/Risk Management		1	M	90				
HR/Risk Manager		2	M	78				
Human Resource Analyst		2	MM	53				
HR Coordinator		1	MM	47				
HR Specialist		4	MM	35				

Position Title	PT	FT	Unit	Range				
Administrative Assistant I/II		1	T	33	38			
Mid-Management Trainee		2	MM	30-90				

Total Human Resources/Risk Management	***0***	***14***

Management Services								
Director, Management Services*		1	DD	3				

Information Technology

Information Technology Manager		1	M	83				
Network Engineer		1	MM	77				
GIS Supervisor		1	MM	73				
IT Systems Supervisor		1	MM	66				
Database Administrator		1	T	95				
IT Applications Analyst		1	T	86				
System Administrator		1	T	84				
GIS Analyst		2	T	84				
IT Security Analyst		1	T	82				
Network Specialist I/II		1	T	79	84			
GIS Technician		1	T	59				
Sr. Help Desk Technician		1	T	72				
Help Desk Technician		3	T	57				
Administrative Assistant I/II		1	T	33	38			

Finance

Assistant Finance Director		1	M	90				
Finance Manager		1	M	78				
Principal Accountant		1	MM	59				
Senior Accountant		2	MM	51				
Budget Analyst		1	MM	50				
Management Analyst		1	MM	50				
Accountant		1	MM	35				
Senior Accounting Technician		1	T	50				
Accounting Technician I/II		2	T	29	39			

Revenue

Revenue Manager		1	MM	65				
Utilities Customer Service Supervisor		1	MM	45				
Accountant		1	MM	35				
Administrative Analyst		1	MM	35				
Senior Customer Account Specialist		2	T	52				
Utilities Billing Specialist		1	T	51				
Senior Accounting Technician		1	T	50				
Utilities Billing Technician		2	T	41				
Customer Account Specialist		6	T	37				

Position Title	PT	FT	Unit	Range				
Customer Service Technician I/II		4	T	24	32			

Purchasing

Procurement Manager		1	M	74				
Purchasing Clerk		1	T	35				

Payroll

Payroll Coordinator		1	MM	34				
Payroll Assistant		1	T	40				

Part Time Position

Finance Intern	1		PT					

Total Management Services	***1***	***53***

*the position of Director, Management Services shall perform the duties of Director of Finance as outlined in Redlands Municipal Code 2.08

Development Services Department

Administration

Development Services Director		1	DD	2				
Sustainability Coordinator		1	MM	60				
Management Analyst		1	MM	50				
Sr. Administrative Assistant		1	T	48				
Administrative Assistant I/II		1	T	33	38			

Land Use

One Stop Permit Center Manager		1	M	82				
Asst/Assoc/Civil/Sr. Civil Engineer		3	MM	41	51	61	73	
NPDES Inspector I/II		1	T	59	64			
Counter Services Technician		2	T	30				

Building Safety

Chief Building Official		1	M	81				
Sr. Plans Examiner		1	MM	62				
Plans Examiner		1	T	80				
Sr. Building Inspector		1	T	80				
Building Inspector I/II		2	T	60	70			
Permit Technician I/II		2	T	52	57			

Economic Development

Economic Development Coordinator		1	MM	68				

Planning

City Planner		1	M	82				
Principal Planner		1	MM	75				
Senior Planner		2	MM	65				
Junior/Assistant/Associate Planner		3	T	53	70	80		

Position Title	PT	FT	Unit	Range				
Part Time Positions								
Planning Intern	2		PT					
Total Development Services Department	***2***	***28***						
Fire Department								
Fire Chief		1	DD	7				
Fire Marshal		1	M	88				
Deputy Fire Chief		1	F	85				
Deputy Fire Marshal		1	MM	79				
Battalion Chief		4	F	79				
Fire Captain		15	F	60				
Fire Engineer		18	F	55				
Fire Fighter		21	F	50				
EMS Coordinator		1	MM	82				
Management Analyst		1	MM	50				
Emergency Operations Specialist		1	MM	34				
Fire Prevention Inspector		2	CS	75				
Sr. Administrative Assistant		2	T	48				
Administrative Assistant I/II		1	T	33	38			
Total Fire Department		***70***						
Library								
Library Director		1	C	1				
Archivist Curator		1	M	80				
Principal Librarian		1	MM	53				
Systems Administrator		1	T	84				
Management Analyst		1	MM	50				
Senior Librarian		1	MM	37				
Special Collections Manager		1	MM	36				
Adult Literacy Coordinator		1	MM	32				
Technical Services Coordinator		1	MM	30				
Museum Collections Specialist		1	T	57				
Librarian		1	T	52				
Sr. Administrative Assistant		1	T	45				
Library Specialist I/II		5	T	22	32			
Maintenance Worker I/II		2	T	24	31			
Administrative Assistant I/II		1	T	33	38			
Technical Services Clerk		2	T	12				
Library Clerk		2	T	5				
Part Time Positions								
Administrative Assistant	1		PT					

Position Title	PT	FT	Unit	Range				
Library Specialist	1		PT					
Library Clerk	4		PT					
Library Page	4		PT					
Museum Attendant	4		PT					

Total Library	***14***	***24***

Municipal Utilities & Engineering Department

Administration

Director of Municipal Utilities and Public Works Engineering		1	DD	5				
Senior Administrative Assistant		3	T	48				

Engineering Services

City Engineer		1	M	87				
Asst/Assoc/Civil/Sr. Civil Engineer		6	MM	41	51	61	73	
Construction Inspector I/II		5	T	75	85			
Water Conservation Specialist		2	T	49				

Utilities

Laboratory Manager		1	MM	75				
Laboratory Quality Manager		1	MM	65				
Laboratory Analyst I/II/III/IV		4	T	53	63	73	83	

Water

Water Utility Manager		1	M	86				
Water Production/Maint. Superintendent		1	MM	85				
Water Distribution Superintendent		1	MM	85				
Water Production Operations Supervisor		1	T	100				
Water Production Maintenance Supervisor		1	T	100				
Water Distribution Supervisor		1	T	100				
Regulatory Compliance Officer		1	T	90				
Utilities Maintenance Foreperson		1	T	80				
Electrical and Instrumentation Technician		2	T	69				
Senior Water Quality Technician		1	T	63				
Cross Connection Control Inspector		1	T	63				
Water Distribution Crewleader		4	T	83				
Water Treatment Operator I/II/III/IV/V		8	T	55	60	77	80	83
Water Quality Technician I/II		2	T	52	57			
Water Distribution Operator		12	T	49				
Sr. Customer Service Field Technician		1	T	48				
Plant Mechanic I/II		6	T	48	58			
Customer Service Field Technician		1	T	39				
Water Meter Reader I/II		3	T	21	31			

Position Title	PT	FT	Unit	Range				
Wastewater								
Wastewater Utility Manager		1	M	86				
Wastewater Operations Supervisor		1	T	100				
Wastewater Facilities Maintenance Supervisor		1	T	100				
Wastewater Collection System Supervisor		1	T	100				
Regulatory Compliance Officer		1	T	90				
Utilities Maintenance Foreperson		1	T	80				
Wastewater Facilities Operator I/II/III/IV		6	T	51	61	68	78	
Plant Mechanic I/II		5	T	48	58			
Wastewater Collection System Worker I/II/III		7	T	47	50	54		
Part Time Positions								
Administrative Assistant	1		PT					
Total MUED Department	***1***	***97***						
Police Department								
Chief of Police		1	DD	8				
Deputy Police Chief		2	P	85				
Police Commander		4	P	81				
Police Sergeant		13	P	70				
Police Corporal		20	P	64				
Police Officer/Police Recruit		58	P/CS	60/79				
Police Operations Manager		1	M	74				
Management Analyst		1	MM	50				
Support Services Supervisor		1	MM	38				
Police Operations Coordinator		1	MM	36				
Digital Forensic Examiner		1	CS	88				
Crime Analyst		2	CS	85				
Dispatch Supervisor		3	CS	82				
Executive Police Assistant		1	CS	74				
Forensic Specialist		2	CS	73				
Records Supervisor		1	CS	66				
Property and Evidence Technician		2	CS	60				
Sr. Community Service Officer		1	CS	56				
Dispatcher I/II/III		15	CS	52	57	63		
Community Service Officer I/II		9	CS	40	48			
Records Specialist I/II		8	CS	22	36			
Administrative Assistant I/II		1	T	33	38			
Part Time Positions								
Community Services Officer	1		PT					
Administrative Assistant	1		PT					

Position Title	PT	FT	Unit	Range				
Camera Operator	6		PT					
Background Investigator	4		PT					

Total Police Department	***12***	***148***

Facilities and Community Services

Director, Facilities & Community Serv		1	DD	4				
Senior Manager, Fac & Comm Serv		2	M	81				
Manager, Fac & Comm Serv		1	MM	73				
Field Services Superintendent		1	MM	73				
Field Services Project Supervisor		1	MM	61				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
Sr. Administrative Assistant		2	T	48				
Administrative Assistant I/II		3	T	33	38			

Airport

Airport Supervisor		1	MM	40				

Animal Services

Animal Services Supervisor		1	CS	72				
Animal Services Officer		3	CS	46				
Administrative Assistant I/II		1	T	33	38			
Kennel Attendant		4	CS	17				

Building Maintenance

Senior Building Maintenance Worker		1	T	55				
Building Maintenance Worker		4	T	40				

Cemetery

Cemetery Manager		1	MM	58				
Cemetery Sales and Services Representative		1	T	58				
Cemetery Crew Leader		1	T	49				
Cemetery Caretaker I/II		2	T	26	31			

Code Enforcement

Code Enforcement Supervisor		1	MM	51				
Code Enforcement Officer I/II		3	T	40	55			
Administrative Assistant I/II		1	T	33	38			

Fleet Services

Fleet Services Supervisor		1	MM	53				
Sr. Administrative Assistant		1	T	48				
Sr. Equipment Mechanic		1	T	70				
Fire Mechanic		1	T	69				
Equipment Mechanic I/II		3	T	45	50			

Position Title	PT	FT	Unit	Range				
Fleet Parts Technician		1	T	35				

Parks and Trees

Field Services Supervisor		1	MM	51				
Senior Grounds Maintenance Worker		6	T	43				
Senior Grove Maintenance Worker		1	T	43				
Tree Trimmer I/II		4	T	33	43			
Grove Maintenance Worker		2	T	28				
Grounds Maintenance Worker I/II		13	T	23	28			
Maintenance Worker I/II		1	T	24	31			

Recreation/Senior Services

Recreation Supervisor		1	MM	49				
Recreation Coordinator		1	T	54				
Program Specialist		2	T	45				
Administrative Assistant I/II		1	T	33	38			
Program Aid I/II		7	T	5	9			

Solid Waste

Solid Waste Manager		1	MM	64				
Solid Waste Collections Supervisor		2	MM	42				
Solid Waste Route Coordinator		2	T	57				
Sr. Administrative Assistant		1	T	48				
Welder		1	T	47				
Recycling Coordinator		1	T	44				
Solid Waste Truck Driver		32	T	36				
Equipment Operator OIT/I/II		3	T	19	34	39		
Maintenance Worker I/II		7	T	24	31			

Streets

Field Services Supervisor		1	MM	51				
Electrician		1	T	46				
Senior Asphalt Worker		1	T	44				
Senior Street Maintenance Worker I/II		2	T	44	49			
Equipment Operator OIT/I/II		3	T	19	34	39		
Asphalt Worker		2	T	34				
Sign & Paint Worker		1	T	34				
Maintenance Worker I/II		3	T	24	31			

Part Time Positions

Program Aide	2		PT					
Cemetery Aid	1		PT					

Total Facilities and Community Services	***3***	***150***

Grant Funded Positions - City Manager's Office

Administrative Assistant I/II	1		T	33	38			

Position Title	PT	FT	Unit		Range			
Community Outreach Specialist	2		T	42				
Management Analyst	1		1	MM	50			
Substance Use Navigator		1	1	MM	30			

Total Full Time Positions	*598*
Total Part Time Positions	*34*
Total Grant Funded Positions	*5*
Total Authorized Positions	*637*
TOTAL POSITIONS	*637*

Section 3. In addition to the salary schedule set forth above, the compensation plan established by this resolution permits the City Manager to establish programs for incentive awards, length of service awards, pay for performance, and other methods of recognizing employee work performance.

Section 4. Resolution No.8697 of the City of Redlands is hereby rescinded effective December 16, 2025.

Adopted, approved and signed this 16th day of December, 2025.

Mario Saucedo, Mayor, City of Redlands

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 16th day of December, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
T5	NE	HOURLY	18.150	19.057	20.010	21.011	22.061
		MONTHLY	3146	3303	3468	3642	**3824**
		ANNUAL	37752	39640	41622	43703	45888
T6	NE	HOURLY	18.331	19.248	20.210	21.221	22.282
		MONTHLY	3177	3336	3503	3678	**3862**
		ANNUAL	38129	40036	42038	44140	46347
T7	NE	HOURLY	18.515	19.441	20.413	21.433	22.505
		MONTHLY	3209	3370	3538	3715	**3901**
		ANNUAL	38511	40436	42458	44581	46810
T8	NE	HOURLY	18.700	19.635	20.617	21.648	22.730
		MONTHLY	3241	3403	3574	3752	**3940**
		ANNUAL	38896	40841	42883	45027	47278
T9	NE	HOURLY	18.887	19.831	20.823	21.864	22.957
		MONTHLY	3274	3437	3609	3790	**3979**
		ANNUAL	39285	41249	43312	45477	47751
T10	NE	HOURLY	19.076	20.030	21.031	22.083	23.187
		MONTHLY	3306	3472	3645	3828	**4019**
		ANNUAL	39678	41662	43745	45932	48228
T11	NE	HOURLY	19.267	20.230	21.241	22.303	23.419
		MONTHLY	3340	3507	3682	3866	**4059**
		ANNUAL	40074	42078	44182	46391	48711
T12	NE	HOURLY	19.459	20.432	21.454	22.527	23.653
		MONTHLY	3373	3542	3719	3905	**4100**
		ANNUAL	40475	42499	44624	46855	49198
T13	NE	HOURLY	19.654	20.637	21.668	22.752	23.889
		MONTHLY	3407	3577	3756	3944	**4141**
		ANNUAL	40880	42924	45070	47324	49690
T14	NE	HOURLY	19.850	20.843	21.885	22.979	24.128
		MONTHLY	3441	3613	3793	3983	**4182**
		ANNUAL	41289	43353	45521	47797	50187
T15	NE	HOURLY	20.049	21.051	22.104	23.209	24.370
		MONTHLY	3475	3649	3831	4023	**4224**
		ANNUAL	41702	43787	45976	48275	50689
T16	NE	HOURLY	20.249	21.262	22.325	23.441	24.613
		MONTHLY	3510	3685	3870	4063	**4266**
		ANNUAL	42119	44225	46436	48758	51196
T17	NE	HOURLY	20.452	21.474	22.548	23.676	24.859
		MONTHLY	3545	3722	3908	4104	**4309**
		ANNUAL	42540	44667	46900	49245	51707

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
T18	NE	HOURLY	20.656	21.689	22.774	23.912	25.108
		MONTHLY	3580	3759	3947	4145	**4352**
		ANNUAL	42965	45114	47369	49738	52225
T19	NE	HOURLY	20.863	21.906	23.001	24.151	25.359
		MONTHLY	3616	3797	3987	4186	**4396**
		ANNUAL	43395	45565	47843	50235	52747
T20	NE	HOURLY	21.072	22.125	23.231	24.393	25.613
		MONTHLY	3652	3835	4027	4228	**4440**
		ANNUAL	43829	46020	48321	50737	53274
T21	NE	HOURLY	21.282	22.346	23.464	24.637	25.869
		MONTHLY	3689	3873	4067	4270	**4484**
		ANNUAL	44267	46481	48805	51245	53807
T22	NE	HOURLY	21.495	22.570	23.698	24.883	26.127
		MONTHLY	3726	3912	4108	4313	**4529**
		ANNUAL	44710	46945	49293	51757	54345
T23	NE	HOURLY	21.710	22.796	23.935	25.132	26.389
		MONTHLY	3763	3951	4149	4356	**4574**
		ANNUAL	45157	47415	49786	52275	54889
T24	NE	HOURLY	21.927	23.024	24.175	25.383	26.653
		MONTHLY	3801	3991	4190	4400	**4620**
		ANNUAL	45608	47889	50283	52798	55437
T25	NE	HOURLY	22.146	23.254	24.416	25.637	26.919
		MONTHLY	3839	4031	4232	4444	**4666**
		ANNUAL	46065	48368	50786	53326	55992
T26	NE	HOURLY	22.368	23.486	24.661	25.894	27.188
		MONTHLY	3877	4071	4275	4488	**4713**
		ANNUAL	46525	48851	51294	53859	56552
T27	NE	HOURLY	22.592	23.721	24.907	26.153	27.460
		MONTHLY	3916	4112	4317	4533	**4760**
		ANNUAL	46990	49340	51807	54397	57117
T28	NE	HOURLY	22.817	23.958	25.156	26.414	27.735
		MONTHLY	3955	4153	4360	4578	**4807**
		ANNUAL	47460	49833	52325	54941	57688
T29	NE	HOURLY	23.046	24.198	25.408	26.678	28.012
		MONTHLY	3995	4194	4404	4624	**4855**
		ANNUAL	47935	50332	52848	55491	58265
T30	NE	HOURLY	23.276	24.440	25.662	26.945	28.292
		MONTHLY	4035	4236	4448	4670	**4904**
		ANNUAL	48414	50835	53377	56046	58848

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
T31	NE	HOURLY	23.509	24.684	25.919	27.214	28.575
		MONTHLY	4075	4279	4493	4717	**4953**
		ANNUAL	48898	51343	53911	56606	59436
T32	NE	HOURLY	23.744	24.931	26.178	27.487	28.861
		MONTHLY	4116	4321	4537	4764	**5003**
		ANNUAL	49387	51857	54450	57172	60031
T33	NE	HOURLY	23.981	25.180	26.440	27.761	29.150
		MONTHLY	4157	4365	4583	4812	**5053**
		ANNUAL	49881	52375	54994	57744	60631
T34	NE	HOURLY	24.221	25.432	26.704	28.039	29.441
		MONTHLY	4198	4408	4629	4860	**5103**
		ANNUAL	50380	52899	55544	58321	61237
T35	NE	HOURLY	24.463	25.687	26.971	28.319	29.735
		MONTHLY	4240	4452	4675	4909	**5154**
		ANNUAL	50884	53428	56100	58905	61850
T36	NE	HOURLY	24.708	25.943	27.241	28.603	30.033
		MONTHLY	4283	4497	4722	4958	**5206**
		ANNUAL	51393	53962	56661	59494	62468
T37	NE	HOURLY	24.955	26.203	27.513	28.889	30.333
		MONTHLY	4326	4542	4769	5007	**5258**
		ANNUAL	51907	54502	57227	60089	63093
T38	NE	HOURLY	25.205	26.465	27.788	29.178	30.636
		MONTHLY	4369	4587	4817	5057	**5310**
		ANNUAL	52426	55047	57799	60689	63724
T39	NE	HOURLY	25.457	26.730	28.066	29.469	30.943
		MONTHLY	4413	4633	4865	5108	**5363**
		ANNUAL	52950	55598	58377	61296	64361
T40	NE	HOURLY	25.711	26.997	28.347	29.764	31.252
		MONTHLY	4457	4679	4913	5159	**5417**
		ANNUAL	53480	56154	58961	61909	65005
T41	NE	HOURLY	25.968	27.267	28.630	30.062	31.565
		MONTHLY	4501	4726	4963	5211	**5471**
		ANNUAL	54014	56715	59551	62528	65655
T42	NE	HOURLY	26.228	27.540	28.917	30.362	31.880
		MONTHLY	4546	4774	5012	5263	**5526**
		ANNUAL	54554	57282	60146	63154	66311
T43	NE	HOURLY	26.490	27.815	29.206	30.666	32.199
		MONTHLY	4592	4821	5062	5315	**5581**
		ANNUAL	55100	57855	60748	63785	66974

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
T44	NE	HOURLY	26.755	28.093	29.498	30.973	32.521
		MONTHLY	4638	4869	5113	5369	**5637**
		ANNUAL	55651	58434	61355	64423	67644
T45	NE	HOURLY	27.023	28.374	29.793	31.282	32.846
		MONTHLY	4684	4918	5164	5422	**5693**
		ANNUAL	56208	59018	61969	65067	68321
T46	NE	HOURLY	27.293	28.658	30.091	31.595	33.175
		MONTHLY	4731	4967	5216	5476	**5750**
		ANNUAL	56770	59608	62589	65718	69004
T47	NE	HOURLY	27.566	28.944	30.392	31.911	33.507
		MONTHLY	4778	5017	5268	5531	**5808**
		ANNUAL	57337	60204	63214	66375	69694
T48	NE	HOURLY	27.842	29.234	30.695	32.230	33.842
		MONTHLY	4826	5067	5321	5587	**5866**
		ANNUAL	57911	60806	63847	67039	70391
T49	NE	HOURLY	28.120	29.526	31.002	32.553	34.180
		MONTHLY	4874	5118	5374	5642	**5925**
		ANNUAL	58490	61414	64485	67709	71095
T50	NE	HOURLY	28.401	29.821	31.312	32.878	34.522
		MONTHLY	4923	5169	5427	5699	**5984**
		ANNUAL	59075	62028	65130	68386	71806
T51	NE	HOURLY	28.685	30.120	31.626	33.207	34.867
		MONTHLY	4972	5221	5482	5756	**6044**
		ANNUAL	59665	62649	65781	69070	72524
T52	NE	HOURLY	28.972	30.421	31.942	33.539	35.216
		MONTHLY	5022	5273	5537	5813	**6104**
		ANNUAL	60262	63275	66439	69761	73249
T53	NE	HOURLY	29.262	30.725	32.261	33.874	35.568
		MONTHLY	5072	5326	5592	5872	**6165**
		ANNUAL	60865	63908	67103	70459	73981
T54	NE	HOURLY	29.555	31.032	32.584	34.213	35.924
		MONTHLY	5123	5379	5648	5930	**6227**
		ANNUAL	61473	64547	67774	71163	74721
T55	NE	HOURLY	29.850	31.343	32.910	34.555	36.283
		MONTHLY	5174	5433	5704	5990	**6289**
		ANNUAL	62088	65193	68452	71875	75468
T56	NE	HOURLY	30.149	31.656	33.239	34.901	36.646
		MONTHLY	5226	5487	5761	6049	**6352**
		ANNUAL	62709	65844	69137	72593	76223

Employee Units Included:
Teamsters

City of Redlands
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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
T57	NE	HOURLY	30.450	31.973	33.571	35.250	37.012
		MONTHLY	5278	5542	5819	6110	**6415**
		ANNUAL	63336	66503	69828	73319	76985
T58	NE	HOURLY	30.755	32.292	33.907	35.602	37.382
		MONTHLY	5331	5597	5877	6171	**6480**
		ANNUAL	63969	67168	70526	74053	77755
T59	NE	HOURLY	31.062	32.615	34.246	35.958	37.756
		MONTHLY	5384	5653	5936	6233	**6544**
		ANNUAL	64609	67840	71232	74793	78533
T60	NE	HOURLY	31.373	32.941	34.588	36.318	38.134
		MONTHLY	5438	5710	5995	6295	**6610**
		ANNUAL	65255	68518	71944	75541	79318
T61	NE	HOURLY	31.686	33.271	34.934	36.681	38.515
		MONTHLY	5492	5767	6055	6358	**6676**
		ANNUAL	65908	69203	72663	76296	80111
T62	NE	HOURLY	32.003	33.603	35.284	37.048	38.900
		MONTHLY	5547	5825	6116	6422	**6743**
		ANNUAL	66567	69895	73390	77059	80912
T63	NE	HOURLY	32.323	33.939	35.636	37.418	39.289
		MONTHLY	5603	5883	6177	6486	**6810**
		ANNUAL	67233	70594	74124	77830	81722
T64	NE	HOURLY	32.647	34.279	35.993	37.792	39.682
		MONTHLY	5659	5942	6239	6551	**6878**
		ANNUAL	67905	71300	74865	78608	82539
T65	NE	HOURLY	32.973	34.622	36.353	38.170	40.079
		MONTHLY	5715	6001	6301	6616	**6947**
		ANNUAL	68584	72013	75614	79394	83364
T66	NE	HOURLY	33.303	34.968	36.716	38.552	40.480
		MONTHLY	5772	6061	6364	6682	**7016**
		ANNUAL	69270	72733	76370	80188	84198
T67	NE	HOURLY	33.636	35.318	37.083	38.938	40.885
		MONTHLY	5830	6122	6428	6749	**7087**
		ANNUAL	69962	73461	77134	80990	85040
T68	NE	HOURLY	33.972	35.671	37.454	39.327	41.293
		MONTHLY	5889	6183	6492	6817	**7158**
		ANNUAL	70662	74195	77905	81800	85890
T69	NE	HOURLY	34.312	36.027	37.829	39.720	41.706
		MONTHLY	5947	6245	6557	6885	**7229**
		ANNUAL	71369	74937	78684	82618	86749

Employee Units Included:
Teamsters

City of Redlands
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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
T70	NE	HOURLY	34.655	36.388	38.207	40.117	42.123
		MONTHLY	6007	6307	6623	6954	**7301**
		ANNUAL	72082	75686	79471	83444	87617
T71	NE	HOURLY	35.002	36.752	38.589	40.519	42.545
		MONTHLY	6067	6370	6689	7023	**7374**
		ANNUAL	72803	76443	80266	84279	88493
T72	NE	HOURLY	35.352	37.119	38.975	40.924	42.970
		MONTHLY	6128	6434	6756	7093	**7448**
		ANNUAL	73531	77208	81068	85122	89378
T73	NE	HOURLY	35.705	37.490	39.365	41.333	43.400
		MONTHLY	6189	6498	6823	7164	**7523**
		ANNUAL	74267	77980	81879	85973	90271
T74	NE	HOURLY	36.062	37.865	39.758	41.746	43.834
		MONTHLY	6251	6563	6891	7236	**7598**
		ANNUAL	75009	78760	82698	86833	91174
T75	NE	HOURLY	36.423	38.244	40.156	42.164	44.272
		MONTHLY	6313	6629	6960	7308	**7674**
		ANNUAL	75759	79547	83525	87701	92086
T76	NE	HOURLY	36.787	38.626	40.558	42.586	44.715
		MONTHLY	6376	6695	7030	7381	**7751**
		ANNUAL	76517	80343	84360	88578	93007
T77	NE	HOURLY	37.155	39.013	40.963	43.011	45.162
		MONTHLY	6440	6762	7100	7455	**7828**
		ANNUAL	77282	81146	85203	89464	93937
T78	NE	HOURLY	37.526	39.403	41.373	43.441	45.614
		MONTHLY	6505	6830	7171	7530	**7906**
		ANNUAL	78055	81958	86055	90358	94876
T79	NE	HOURLY	37.902	39.797	41.787	43.876	46.070
		MONTHLY	6570	6898	7243	7605	**7985**
		ANNUAL	78835	82777	86916	91262	95825
T80	NE	HOURLY	38.281	40.195	42.204	44.315	46.530
		MONTHLY	6635	6967	7315	7681	**8065**
		ANNUAL	79624	83605	87785	92174	96783
T81	NE	HOURLY	38.663	40.597	42.626	44.758	46.996
		MONTHLY	6702	7037	7389	7758	**8146**
		ANNUAL	80420	84441	88663	93096	97751
T82	NE	HOURLY	39.050	41.003	43.053	45.205	47.466
		MONTHLY	6769	7107	7462	7836	**8227**
		ANNUAL	81224	85285	89550	94027	98729

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
T83	NE	HOURLY	39.441	41.413	43.483	45.657	47.940
		MONTHLY	6836	7178	7537	7914	**8310**
		ANNUAL	82036	86138	90445	94967	99716
T84	NE	HOURLY	39.835	41.827	43.918	46.114	48.420
		MONTHLY	6905	7250	7612	7993	**8393**
		ANNUAL	82857	87000	91350	95917	100713
T85	NE	HOURLY	40.233	42.245	44.357	46.575	48.904
		MONTHLY	6974	7322	7689	8073	**8477**
		ANNUAL	83685	87870	92263	96876	101720
T86	NE	HOURLY	40.636	42.667	44.801	47.041	49.393
		MONTHLY	7044	7396	7765	8154	**8561**
		ANNUAL	84522	88748	93186	97845	102737
T87	NE	HOURLY	41.042	43.094	45.249	47.511	49.887
		MONTHLY	7114	7470	7843	8235	**8647**
		ANNUAL	85367	89636	94118	98823	103765
T88	NE	HOURLY	41.452	43.525	45.701	47.986	50.386
		MONTHLY	7185	7544	7922	8318	**8734**
		ANNUAL	86221	90532	95059	99812	104802
T89	NE	HOURLY	41.867	43.960	46.158	48.466	50.890
		MONTHLY	7257	7620	8001	8401	**8821**
		ANNUAL	87083	91438	96009	100810	105850
T90	NE	HOURLY	42.286	44.400	46.620	48.951	51.398
		MONTHLY	7330	7696	8081	8485	**8909**
		ANNUAL	87954	92352	96969	101818	106909
T91	NE	HOURLY	42.709	44.844	47.086	49.440	51.912
		MONTHLY	7403	7773	8162	8570	**8998**
		ANNUAL	88834	93275	97939	102836	107978
T92	NE	HOURLY	43.136	45.292	47.557	49.935	52.432
		MONTHLY	7477	7851	8243	8655	**9088**
		ANNUAL	89722	94208	98919	103864	109058
T93	NE	HOURLY	43.567	45.745	48.033	50.434	52.956
		MONTHLY	7552	7929	8326	8742	**9179**
		ANNUAL	90619	95150	99908	104903	110148
T94	NE	HOURLY	44.003	46.203	48.513	50.939	53.485
		MONTHLY	7627	8008	8409	8829	**9271**
		ANNUAL	91525	96102	100907	105952	111250
T95	NE	HOURLY	44.443	46.665	48.998	51.448	54.020
		MONTHLY	7703	8089	8493	8918	**9364**

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
		ANNUAL	92441	97063	101916	107012	112362
T96	NE	HOURLY	44.887	47.131	49.488	51.962	54.561
		MONTHLY	7780	8169	8578	9007	**9457**
		ANNUAL	93365	98033	102935	108082	113486
T97	NE	HOURLY	45.336	47.603	49.983	52.482	55.106
		MONTHLY	7858	8251	8664	9097	**9552**
		ANNUAL	94299	99014	103964	109163	114621
T98	NE	HOURLY	45.789	48.079	50.483	53.007	55.657
		MONTHLY	7937	8334	8750	9188	**9647**
		ANNUAL	95242	100004	105004	110254	115767
T99	NE	HOURLY	46.247	48.560	50.988	53.537	56.214
		MONTHLY	8016	8417	8838	9280	**9744**
		ANNUAL	96194	101004	106054	111357	116925
T100	NE	HOURLY	46.710	49.045	51.497	54.072	56.776
		MONTHLY	8096	8501	8926	9373	**9841**
		ANNUAL	97156	102014	107115	112470	118094

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
CS10	NE	HOURLY	18.107	19.012	19.963	20.961	22.009
		MONTHLY	3138	3295	3460	3633	**3814.84**
		ANNUAL	37662	39545	41522	43598	45778
CS11	NE	HOURLY	18.288	19.202	20.162	21.170	22.229
		MONTHLY	3170	3328	3495	3670	**3853**
		ANNUAL	38038	39940	41937	44034	46236
CS12	NE	HOURLY	18.471	19.394	20.364	21.382	22.451
		MONTHLY	3202	3362	3530	3706	**3892**
		ANNUAL	38419	40340	42357	44474	46698
CS13	NE	HOURLY	18.655	19.588	20.567	21.596	22.676
		MONTHLY	3234	3395	3565	3743	**3930**
		ANNUAL	38803	40743	42780	44919	47165
CS14	NE	HOURLY	18.842	19.784	20.773	21.812	22.902
		MONTHLY	3266	3429	3601	3781	**3970**
		ANNUAL	39191	41151	43208	45368	47637
CS15	NE	HOURLY	19.030	19.982	20.981	22.030	23.131
		MONTHLY	3299	3464	3637	3819	**4009**
		ANNUAL	39583	41562	43640	45822	48113
CS16	NE	HOURLY	19.221	20.182	21.191	22.250	23.363
		MONTHLY	3332	3498	3673	3857	**4050**
		ANNUAL	39979	41978	44077	46280	48594
CS17	NE	HOURLY	19.413	20.383	21.403	22.473	23.596
		MONTHLY	3365	3533	3710	3895	**4090**
		ANNUAL	40378	42397	44517	46743	49080
CS18	NE	HOURLY	19.607	20.587	21.617	22.697	23.832
		MONTHLY	3399	3568	3747	3934	**4131**
		ANNUAL	40782	42821	44962	47211	49571
CS19	NE	HOURLY	19.803	20.793	21.833	22.924	24.071
		MONTHLY	3433	3604	3784	3974	**4172**
		ANNUAL	41190	43250	45412	47683	50067
CS20	NE	HOURLY	20.001	21.001	22.051	23.154	24.311
		MONTHLY	3467	3640	3822	4013	**4214**
		ANNUAL	41602	43682	45866	48160	50567
CS21	NE	HOURLY	20.201	21.211	22.272	23.385	24.554
		MONTHLY	3502	3677	3860	4053	**4256**
		ANNUAL	42018	44119	46325	48641	51073
CS22	NE	HOURLY	20.403	21.423	22.494	23.619	24.800
		MONTHLY	3537	3713	3899	4094	**4299**
		ANNUAL	42438	44560	46788	49128	51584

Effective: December 16, 2025

*Due to rounding, salary are a close approximation of actual salary

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
CS23	NE	HOURLY	20.607	21.637	22.719	23.855	25.048
		MONTHLY	3572	3750	3938	4135	**4342**
		ANNUAL	42863	45006	47256	49619	52100
CS24	NE	HOURLY	20.813	21.854	22.946	24.094	25.298
		MONTHLY	3608	3788	3977	4176	**4385**
		ANNUAL	43291	45456	47729	50115	52621
CS25	NE	HOURLY	21.021	22.072	23.176	24.335	25.551
		MONTHLY	3644	3826	4017	4218	**4429**
		ANNUAL	43724	45910	48206	50616	53147
CS26	NE	HOURLY	21.231	22.293	23.408	24.578	25.807
		MONTHLY	3680	3864	4057	4260	**4473**
		ANNUAL	44161	46369	48688	51122	53678
CS27	NE	HOURLY	21.444	22.516	23.642	24.824	26.065
		MONTHLY	3717	3903	4098	4303	**4518**
		ANNUAL	44603	46833	49175	51634	54215
CS28	NE	HOURLY	21.658	22.741	23.878	25.072	26.326
		MONTHLY	3754	3942	4139	4346	**4563**
		ANNUAL	45049	47301	49667	52150	54757
CS29	NE	HOURLY	21.875	22.968	24.117	25.323	26.589
		MONTHLY	3792	3981	4180	4389	**4609**
		ANNUAL	45499	47774	50163	52671	55305
CS30	NE	HOURLY	22.093	23.198	24.358	25.576	26.855
		MONTHLY	3830	4021	4222	4433	**4655**
		ANNUAL	45954	48252	50665	53198	55858
CS31	NE	HOURLY	22.314	23.430	24.602	25.832	27.123
		MONTHLY	3868	4061	4264	4478	**4701**
		ANNUAL	46414	48735	51171	53730	56417
CS32	NE	HOURLY	22.538	23.664	24.848	26.090	27.395
		MONTHLY	3907	4102	4307	4522	**4748**
		ANNUAL	46878	49222	51683	54267	56981
CS33	NE	HOURLY	22.763	23.901	25.096	26.351	27.669
		MONTHLY	3946	4143	4350	4568	**4796**
		ANNUAL	47347	49714	52200	54810	57551
CS34	NE	HOURLY	22.991	24.140	25.347	26.614	27.945
		MONTHLY	3985	4184	4394	4613	**4844**
		ANNUAL	47820	50211	52722	55358	58126
CS35	NE	HOURLY	23.220	24.382	25.601	26.881	28.225
		MONTHLY	4025	4226	4437	4659	**4892**
		ANNUAL	48299	50714	53249	55912	58707

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CS36	NE	HOURLY	23.453	24.625	25.857	27.149	28.507
		MONTHLY	4065	4268	4482	4706	**4941**
		ANNUAL	48782	51221	53782	56471	59294
CS37	NE	HOURLY	23.687	24.872	26.115	27.421	28.792
		MONTHLY	4106	4311	4527	4753	**4991**
		ANNUAL	49269	51733	54320	57036	59887
CS38	NE	HOURLY	23.924	25.120	26.376	27.695	29.080
		MONTHLY	4147	4354	4572	4800	**5041**
		ANNUAL	49762	52250	54863	57606	60486
CS39	NE	HOURLY	24.163	25.372	26.640	27.972	29.371
		MONTHLY	4188	4398	4618	4848	**5091**
		ANNUAL	50260	52773	55411	58182	61091
CS40	NE	HOURLY	24.405	25.625	26.906	28.252	29.664
		MONTHLY	4230	4442	4664	4897	**5142**
		ANNUAL	50762	53300	55965	58764	61702
CS41	NE	HOURLY	24.649	25.881	27.176	28.534	29.961
		MONTHLY	4272	4486	4710	4946	**5193**
		ANNUAL	51270	53833	56525	59351	62319
CS42	NE	HOURLY	24.896	26.140	27.447	28.820	30.261
		MONTHLY	4315	4531	4758	4995	**5245**
		ANNUAL	51783	54372	57090	59945	62942
CS43	NE	HOURLY	25.144	26.402	27.722	29.108	30.563
		MONTHLY	4358	4576	4805	5045	**5298**
		ANNUAL	52300	54916	57661	60544	63572
CS44	NE	HOURLY	25.396	26.666	27.999	29.399	30.869
		MONTHLY	4402	4622	4853	5096	**5351**
		ANNUAL	52823	55465	58238	61150	64207
CS45	NE	HOURLY	25.650	26.932	28.279	29.693	31.178
		MONTHLY	4446	4668	4902	5147	**5404**
		ANNUAL	53352	56019	58820	61761	64849
CS46	NE	HOURLY	25.906	27.202	28.562	29.990	31.489
		MONTHLY	4490	4715	4951	5198	**5458**
		ANNUAL	53885	56580	59408	62379	65498
CS47	NE	HOURLY	26.165	27.474	28.847	30.290	31.804
		MONTHLY	4535	4762	5000	5250	**5513**
		ANNUAL	54424	57145	60003	63003	66153
CS48	NE	HOURLY	26.427	27.748	29.136	30.593	32.122
		MONTHLY	4581	4810	5050	5303	**5568**
		ANNUAL	54968	57717	60603	63633	66814

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CS49	NE	HOURLY	26.691	28.026	29.427	30.899	32.444
		MONTHLY	4627	4858	5101	5356	**5624**
		ANNUAL	55518	58294	61209	64269	67482
CS50	NE	HOURLY	26.958	28.306	29.721	31.208	32.768
		MONTHLY	4673	4906	5152	5409	**5680**
		ANNUAL	56073	58877	61821	64912	68157
CS51	NE	HOURLY	27.228	28.589	30.019	31.520	33.096
		MONTHLY	4719	4955	5203	5463	**5737**
		ANNUAL	56634	59466	62439	65561	68839
CS52	NE	HOURLY	27.500	28.875	30.319	31.835	33.427
		MONTHLY	4767	5005	5255	5518	**5794**
		ANNUAL	57200	60060	63063	66216	69527
CS53	NE	HOURLY	27.775	29.164	30.622	32.153	33.761
		MONTHLY	4814	5055	5308	5573	**5852**
		ANNUAL	57772	60661	63694	66879	70223
CS54	NE	HOURLY	28.053	29.456	30.928	32.475	34.098
		MONTHLY	4862	5106	5361	5629	**5910**
		ANNUAL	58350	61267	64331	67547	70925
CS55	NE	HOURLY	28.333	29.750	31.238	32.799	34.439
		MONTHLY	4911	5157	5415	5685	**5970**
		ANNUAL	58933	61880	64974	68223	71634
CS56	NE	HOURLY	28.617	30.048	31.550	33.127	34.784
		MONTHLY	4960	5208	5469	5742	**6029**
		ANNUAL	59523	62499	65624	68905	72350
CS57	NE	HOURLY	28.903	30.348	31.865	33.459	35.132
		MONTHLY	5010	5260	5523	5800	**6089**
		ANNUAL	60118	63124	66280	69594	73074
CS58	NE	HOURLY	29.192	30.652	32.184	33.793	35.483
		MONTHLY	5060	5313	5579	5858	**6150**
		ANNUAL	60719	63755	66943	70290	73805
CS59	NE	HOURLY	29.484	30.958	32.506	34.131	35.838
		MONTHLY	5111	5366	5634	5916	**6212**
		ANNUAL	61326	64393	67612	70993	74543
CS60	NE	HOURLY	29.779	31.268	32.831	34.473	36.196
		MONTHLY	5162	5420	5691	5975	**6274**
		ANNUAL	61940	65037	68289	71703	75288
CS61	NE	HOURLY	30.076	31.580	33.159	34.817	36.558
		MONTHLY	5213	5474	5748	6035	**6337**
		ANNUAL	62559	65687	68971	72420	76041

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CS62	NE	HOURLY	30.377	31.896	33.491	35.165	36.924
		MONTHLY	5265	5529	5805	6095	**6400**
		ANNUAL	63185	66344	69661	73144	76801
CS63	NE	HOURLY	30.681	32.215	33.826	35.517	37.293
		MONTHLY	5318	5584	5863	6156	**6464**
		ANNUAL	63817	67007	70358	73876	77569
CS64	NE	HOURLY	30.988	32.537	34.164	35.872	37.666
		MONTHLY	5371	5640	5922	6218	**6529**
		ANNUAL	64455	67677	71061	74614	78345
CS65	NE	HOURLY	31.298	32.863	34.506	36.231	38.043
		MONTHLY	5425	5696	5981	6280	**6594**
		ANNUAL	65099	68354	71772	75361	79129
CS66	NE	HOURLY	31.611	33.191	34.851	36.593	38.423
		MONTHLY	5479	5753	6041	6343	**6660**
		ANNUAL	65750	69038	72490	76114	79920
CS67	NE	HOURLY	31.927	33.523	35.199	36.959	38.807
		MONTHLY	5534	5811	6101	6406	**6727**
		ANNUAL	66408	69728	73215	76875	80719
CS68	NE	HOURLY	32.246	33.858	35.551	37.329	39.195
		MONTHLY	5589	5869	6162	6470	**6794**
		ANNUAL	67072	70425	73947	77644	81526
CS69	NE	HOURLY	32.569	34.197	35.907	37.702	39.587
		MONTHLY	5645	5927	6224	6535	**6862**
		ANNUAL	67743	71130	74686	78420	82341
CS70	NE	HOURLY	32.894	34.539	36.266	38.079	39.983
		MONTHLY	5702	5987	6286	6600	**6930**
		ANNUAL	68420	71841	75433	79205	83165
CS71	NE	HOURLY	33.223	34.884	36.629	38.460	40.383
		MONTHLY	5759	6047	6349	6666	**7000**
		ANNUAL	69104	72559	76187	79997	83997
CS72	NE	HOURLY	33.555	35.233	36.995	38.845	40.787
		MONTHLY	5816	6107	6412	6733	**7070**
		ANNUAL	69795	73285	76949	80797	84837
CS73	NE	HOURLY	33.891	35.585	37.365	39.233	41.195
		MONTHLY	5874	6168	6477	6800	**7140**
		ANNUAL	70493	74018	77719	81605	85685
CS74	NE	HOURLY	34.230	35.941	37.738	39.625	41.607
		MONTHLY	5933	6230	6541	6868	**7212**
		ANNUAL	71198	74758	78496	82421	86542

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CS75	NE	HOURLY	34.572	36.301	38.116	40.022	42.023
		MONTHLY	5993	6292	6607	6937	**7284**
		ANNUAL	71910	75506	79281	83245	87407
CS76	NE	HOURLY	34.918	36.664	38.497	40.422	42.443
		MONTHLY	6052	6355	6673	7006	**7357**
		ANNUAL	72629	76261	80074	84077	88281
CS77	NE	HOURLY	35.267	37.030	38.882	40.826	42.867
		MONTHLY	6113	6419	6740	7077	**7430**
		ANNUAL	73355	77023	80874	84918	89164
CS78	NE	HOURLY	35.620	37.401	39.271	41.234	43.296
		MONTHLY	6174	6483	6807	7147	**7505**
		ANNUAL	74089	77793	81683	85767	90056
CS79	NE	HOURLY	35.976	37.775	39.663	41.647	43.729
		MONTHLY	6236	6548	6875	7219	**7580**
		ANNUAL	74830	78571	82500	86625	90956
CS80	NE	HOURLY	36.336	38.152	40.060	42.063	44.166
		MONTHLY	6298	6613	6944	7291	**7655**
		ANNUAL	75578	79357	83325	87491	91866
CS81	NE	HOURLY	36.699	38.534	40.461	42.484	44.608
		MONTHLY	6361	6679	7013	7364	**7732**
		ANNUAL	76334	80151	84158	88366	92784
CS82	NE	HOURLY	37.066	38.919	40.865	42.909	45.054
		MONTHLY	6425	6746	7083	7437	**7809**
		ANNUAL	77097	80952	85000	89250	93712
CS83	NE	HOURLY	37.437	39.309	41.274	43.338	45.505
		MONTHLY	6489	6813	7154	7512	**7887**
		ANNUAL	77868	81762	85850	90142	94649
CS84	NE	HOURLY	37.811	39.702	41.687	43.771	45.960
		MONTHLY	6554	6882	7226	7587	**7966**
		ANNUAL	78647	82579	86708	91044	95596
CS85	NE	HOURLY	38.189	40.099	42.104	44.209	46.419
		MONTHLY	6619	6950	7298	7663	**8046**
		ANNUAL	79433	83405	87575	91954	96552
CS86	NE	HOURLY	38.571	40.500	42.525	44.651	46.883
		MONTHLY	6686	7020	7371	7739	**8126**
		ANNUAL	80228	84239	88451	92874	97517
CS87	NE	HOURLY	38.957	40.905	42.950	45.097	47.352
		MONTHLY	6753	7090	7445	7817	**8208**
		ANNUAL	81030	85082	89336	93802	98493

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CS88	NE	HOURLY	39.346	41.314	43.379	45.548	47.826
		MONTHLY	6820	7161	7519	7895	**8290**
		ANNUAL	81840	85932	90229	94740	99477
CS89	NE	HOURLY	39.740	41.727	43.813	46.004	48.304
		MONTHLY	6888	7233	7594	7974	**8373**
		ANNUAL	82659	86792	91131	95688	100472
CS90	NE	HOURLY	40.137	42.144	44.251	46.464	48.787
		MONTHLY	6957	7305	7670	8054	**8456**
		ANNUAL	83485	87660	92043	96645	101477

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MM30	E	HOURLY	32.408	34.029	35.730	37.516	39.392
		MONTHLY	5617	5898	6193	6503	**6828**
		ANNUAL	67409	70779	74318	78034	81936
MM31	E	HOURLY	32.732	34.369	36.087	37.892	39.786
		MONTHLY	5674	5957	6255	6568	**6896**
		ANNUAL	68083	71487	75062	78815	82755
MM32	E	HOURLY	33.060	34.713	36.448	38.271	40.184
		MONTHLY	5730	6017	6318	6634	**6965**
		ANNUAL	68764	72202	75812	79603	83583
MM33	E	HOURLY	33.390	35.060	36.813	38.653	40.586
		MONTHLY	5788	6077	6381	6700	**7035**
		ANNUAL	69452	72924	76570	80399	84419
MM34	E	HOURLY	33.724	35.410	37.181	39.040	40.992
		MONTHLY	5846	6138	6445	6767	**7105**
		ANNUAL	70146	73653	77336	81203	85263
MM35	E	HOURLY	34.061	35.764	37.553	39.430	41.402
		MONTHLY	5904	6199	6509	6835	**7176**
		ANNUAL	70847	74390	78109	82015	86116
MM36	E	HOURLY	34.402	36.122	37.928	39.825	41.816
		MONTHLY	5963	6261	6574	6903	**7248**
		ANNUAL	71556	75134	78890	82835	86977
MM37	E	HOURLY	34.746	36.483	38.307	40.223	42.234
		MONTHLY	6023	6324	6640	6972	**7321**
		ANNUAL	72272	75885	79679	83663	87846
MM38	E	HOURLY	35.093	36.848	38.690	40.625	42.656
		MONTHLY	6083	6387	6706	7042	**7394**
		ANNUAL	72994	76644	80476	84500	88725
MM39	E	HOURLY	35.444	37.217	39.077	41.031	43.083
		MONTHLY	6144	6451	6773	7112	**7468**
		ANNUAL	73724	77410	81281	85345	89612
MM40	E	HOURLY	35.799	37.589	39.468	41.442	43.514
		MONTHLY	6205	6515	6841	7183	**7542**
		ANNUAL	74461	78184	82094	86198	90508
MM41	E	HOURLY	36.157	37.965	39.863	41.856	43.949
		MONTHLY	6267	6581	6910	7255	**7618**
		ANNUAL	75206	78966	82915	87060	91413
MM42	E	HOURLY	36.518	38.344	40.261	42.275	44.388
		MONTHLY	6330	6646	6979	7328	**7694**
		ANNUAL	75958	79756	83744	87931	92328
MM43	E	HOURLY	36.883	38.728	40.664	42.697	44.832
		MONTHLY	6393	6713	7048	7401	**7771**
		ANNUAL	76718	80554	84581	88810	93251

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MM44	E	HOURLY	37.252	39.115	41.071	43.124	45.280
		MONTHLY	6457	6780	7119	7475	**7849**
		ANNUAL	77485	81359	85427	89698	94183
MM45	E	HOURLY	37.625	39.506	41.481	43.555	45.733
		MONTHLY	6522	6848	7190	7550	**7927**
		ANNUAL	78260	82173	86281	90595	95125
MM46	E	HOURLY	38.001	39.901	41.896	43.991	46.191
		MONTHLY	6587	6916	7262	7625	**8006**
		ANNUAL	79042	82994	87144	91501	96076
MM47	E	HOURLY	38.381	40.300	42.315	44.431	46.652
		MONTHLY	6653	6985	7335	7701	**8086**
		ANNUAL	79833	83824	88016	92416	97037
MM48	E	HOURLY	38.765	40.703	42.738	44.875	47.119
		MONTHLY	6719	7055	7408	7778	**8167**
		ANNUAL	80631	84663	88896	93341	98008
MM49	E	HOURLY	39.153	41.110	43.166	45.324	47.590
		MONTHLY	6786	7126	7482	7856	**8249**
		ANNUAL	81437	85509	89785	94274	98988
MM50	E	HOURLY	39.544	41.521	43.597	45.777	48.066
		MONTHLY	6854	7197	7557	7935	**8331**
		ANNUAL	82252	86364	90683	95217	99977
MM51	E	HOURLY	39.940	41.937	44.033	46.235	48.547
		MONTHLY	6923	7269	7632	8014	**8415**
		ANNUAL	83074	87228	91589	96169	100977
MM52	E	HOURLY	40.339	42.356	44.474	46.697	49.032
		MONTHLY	6992	7342	7709	8094	**8499**
		ANNUAL	83905	88100	92505	97131	101987
MM53	E	HOURLY	40.742	42.779	44.918	47.164	49.523
		MONTHLY	7062	7415	7786	8175	**8584**
		ANNUAL	84744	88981	93430	98102	103007
MM54	E	HOURLY	41.150	43.207	45.368	47.636	50.018
		MONTHLY	7133	7489	7864	8257	**8670**
		ANNUAL	85591	89871	94365	99083	104037
MM55	E	HOURLY	41.561	43.639	45.821	48.112	50.518
		MONTHLY	7204	7564	7942	8339	**8756**
		ANNUAL	86447	90770	95308	100074	105077
MM56	E	HOURLY	41.977	44.076	46.279	48.593	51.023
		MONTHLY	7276	7640	8022	8423	**8844**
		ANNUAL	87312	91677	96261	101074	106128
MM57	E	HOURLY	42.397	44.516	46.742	49.079	51.533
		MONTHLY	7349	7716	8102	8507	**8932**
		ANNUAL	88185	92594	97224	102085	107189
MM58	E	HOURLY	42.821	44.962	47.210	49.570	52.049
		MONTHLY	7422	7793	8183	8592	**9022**
		ANNUAL	89067	93520	98196	103106	108261
MM59	E	HOURLY	43.249	45.411	47.682	50.066	52.569
		MONTHLY	7496	7871	8265	8678	**9112**
		ANNUAL	89958	94455	99178	104137	109344
MM60	E	HOURLY	43.681	45.865	48.159	50.567	53.095
		MONTHLY	7571	7950	8347	8765	**9203**
		ANNUAL	90857	95400	100170	105178	110437

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MM61	E	HOURLY	44.118	46.324	48.640	51.072	53.626
		MONTHLY	7647	8029	8431	8853	**9295**
		ANNUAL	91766	96354	101172	106230	111542
MM62	E	HOURLY	44.559	46.787	49.127	51.583	54.162
		MONTHLY	7724	8110	8515	8941	**9388**
		ANNUAL	92683	97317	102183	107293	112657
MM63	E	HOURLY	45.005	47.255	49.618	52.099	54.704
		MONTHLY	7801	8191	8600	9030	**9482**
		ANNUAL	93610	98291	103205	108365	113784
MM64	E	HOURLY	45.455	47.728	50.114	52.620	55.251
		MONTHLY	7879	8273	8686	9121	**9577**
		ANNUAL	94546	99274	104237	109449	114922
MM65	E	HOURLY	45.909	48.205	50.615	53.146	55.803
		MONTHLY	7958	8356	8773	9212	**9673**
		ANNUAL	95492	100266	105280	110544	116071
MM66	E	HOURLY	46.369	48.687	51.121	53.677	56.361
		MONTHLY	8037	8439	8861	9304	**9769**
		ANNUAL	96447	101269	106332	111649	117231
MM67	E	HOURLY	46.832	49.174	51.633	54.214	56.925
		MONTHLY	8118	8523	8950	9397	**9867**
		ANNUAL	97411	102282	107396	112766	118404
MM68	E	HOURLY	47.301	49.666	52.149	54.756	57.494
		MONTHLY	8199	8609	9039	9491	**9966**
		ANNUAL	98385	103304	108470	113893	119588
MM69	E	HOURLY	47.774	50.162	52.670	55.304	58.069
		MONTHLY	8281	8695	9130	9586	**10065**
		ANNUAL	99369	104338	109554	115032	120784
MM70	E	HOURLY	48.251	50.664	53.197	55.857	58.650
		MONTHLY	8364	8782	9221	9682	**10166**
		ANNUAL	100363	105381	110650	116182	121992
MM71	E	HOURLY	48.734	51.171	53.729	56.416	59.236
		MONTHLY	8447	8870	9313	9779	**10268**
		ANNUAL	101366	106435	111756	117344	123211
MM72	E	HOURLY	49.221	51.682	54.266	56.980	59.829
		MONTHLY	8532	8958	9406	9876	**10370**
		ANNUAL	102380	107499	112874	118518	124444
MM73	E	HOURLY	49.713	52.199	54.809	57.549	60.427
		MONTHLY	8617	9048	9500	9975	**10474**
		ANNUAL	103404	108574	114003	119703	125688
MM74	E	HOURLY	50.211	52.721	55.357	58.125	61.031
		MONTHLY	8703	9138	9595	10075	**10579**
		ANNUAL	104438	109660	115143	120900	126945
MM75	E	HOURLY	50.713	53.248	55.911	58.706	61.642
		MONTHLY	8790	9230	9691	10176	**10685**
		ANNUAL	105482	110756	116294	122109	128214
MM76	E	HOURLY	51.220	53.781	56.470	59.293	62.258
		MONTHLY	8878	9322	9788	10277	**10791**
		ANNUAL	106537	111864	117457	123330	129496
MM77	E	HOURLY	51.732	54.319	57.034	59.886	62.881
		MONTHLY	8967	9415	9886	10380	**10899**
		ANNUAL	107602	112983	118632	124563	130791

*Due to rounding, salary schedules are a close approximation of actual salary.

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
MM78	E	HOURLY	52.249	54.862	57.605	60.485	63.509
		MONTHLY	9057	9509	9985	10484	**11008**
		ANNUAL	108678	114112	119818	125809	132099
MM79	E	HOURLY	52.772	55.410	58.181	61.090	64.144
		MONTHLY	9147	9604	10085	10589	**11118**
		ANNUAL	109765	115254	121016	127067	133420
MM80	E	HOURLY	53.299	55.964	58.763	61.701	64.786
		MONTHLY	9239	9701	10186	10695	**11230**
		ANNUAL	110863	116406	122226	128338	134755
MM81	E	HOURLY	53.832	56.524	59.350	62.318	65.434
		MONTHLY	9331	9798	10287	10802	**11342**
		ANNUAL	111972	117570	123449	129621	136102
MM82	E	HOURLY	54.371	57.089	59.944	62.941	66.088
		MONTHLY	9424	9895	10390	10910	**11455**
		ANNUAL	113091	118746	124683	130917	137463
MM83	E	HOURLY	54.915	57.660	60.543	63.570	66.749
		MONTHLY	9519	9994	10494	11019	**11570**
		ANNUAL	114222	119933	125930	132226	138838
MM84	E	HOURLY	55.464	58.237	61.149	64.206	67.416
		MONTHLY	9614	10094	10599	11129	**11686**
		ANNUAL	115364	121133	127189	133549	140226
MM85	E	HOURLY	56.018	58.819	61.760	64.848	68.091
		MONTHLY	9710	10195	10705	11240	**11802**
		ANNUAL	116518	122344	128461	134884	141628
MM86	E	HOURLY	56.578	59.407	62.378	65.497	68.771
		MONTHLY	9807	10297	10812	11353	**11920**
		ANNUAL	117683	123567	129746	136233	143045
MM87	E	HOURLY	57.144	60.001	63.002	66.152	69.459
		MONTHLY	9905	10400	10920	11466	**12040**
		ANNUAL	118860	124803	131043	137595	144475
MM88	E	HOURLY	57.716	60.601	63.632	66.813	70.154
		MONTHLY	10004	10504	11029	11581	**12160**
		ANNUAL	120049	126051	132354	138971	145920
MM89	E	HOURLY	58.293	61.207	64.268	67.481	70.855
		MONTHLY	10104	10609	11140	11697	**12282**
		ANNUAL	121249	127312	133677	140361	147379
MM90	E	HOURLY	58.876	61.820	64.911	68.156	71.564
		MONTHLY	10205	10715	11251	11814	**12404**
		ANNUAL	122462	128585	135014	141765	148853

*Due to rounding, salary schedules are a close approximation of actual salary.

Employee Units Included:
Redlands Professional Firefighters Association
Redlands Association of Fire Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5	6 (Longevity 14 Years)	7 (Longevity 19 years)
Firefighter (24 hour days)	F50	NE	HOURLY	26.133	27.440	28.812	30.252	31.765	32.718	34.354	35.385
			MONTHLY	6342	6659	6992	7341	**7708.32**	7940	8337	8587
			ANNUAL	76100	79905	83900	88095	92500	95275	100039	103040
Fire Engineer (24 hour days)	F55	NE	HOURLY	30.808	32.349	33.966	35.664	37.448	38.571	40.500	41.715
			MONTHLY	7476	7850	8242	8655	**9087.28**	9360	9828	10123
			ANNUAL	89714	94199	98909	103855	109047	112319	117935	121473
Fire Captain (24 hour days)	F60	NE	HOURLY	36.062	37.865	39.759	41.746	43.834	45.149	47.406	48.828
			MONTHLY	8751	9189	9648	10130	**10637.00**	10956	11504	11849
			ANNUAL	105013	110264	115777	121566	127644	131473	138047	142188
Battalion Chief (40 hour week)	F79	E	HOURLY	65.580	68.859	72.302	75.918	79.713	82.105	86.210	88.796
			MONTHLY	11367	11936	12532	13159	**13817.00**	14232	14943	15391
			ANNUAL	136407	143228	150389	157909	165804	170778	179317	184697
Battalion Chief (56 hour week)	F80	NE	HOURLY	46.843	49.185	51.645	54.227	56.938	58.646	61.579	63.426
			MONTHLY	11367	11936	12532	13159	**13817.00**	14232	14943	15391
			ANNUAL	136407	143228	150389	157909	165804	170778	179317	184697
Deputy Fire Chief (40 hour week)	F85	E	HOURLY	81.974	86.073	90.377	94.896	99.640	102.630	107.761	110.994
			MONTHLY	14209	14919	15665	16449	**17271.00**	17789	18679	19239
			ANNUAL	170507	179032	187984	197383	207252	213470	224143	230867

Effective July 2025

*Due to rounding, salary schedules are close approximations of actual salary

Employee Units Included:
Redlands Professional Police Officers Association
Redlands Association of Safety Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4
Police Officer	P60	HOURLY	39.148	41.105	43.161	45.319	47.585
		MONTHLY	6786	7125	7481	7855	**8248**
		ANNUAL	81428	85499	89774	94263	98976
Police Corporal	P64	HOURLY	44.208	46.418	48.739	51.176	53.735
		MONTHLY	7663	8046	8448	8870	**9314**
		ANNUAL	91952	96549	101377	106446	111768
Police Sergeant	P70	HOURLY	52.708	55.344	58.111	61.016	64.067
		MONTHLY	9136	9593	10073	10576	**11105**
		ANNUAL	109633	115115	120871	126914	133260
Police Commander	P81	HOURLY	72.344	75.961	79.759	83.747	87.935
		MONTHLY	12540	13167	13825	14516	**15242**
		ANNUAL	150476	157999	165899	174194	182904
Deputy Chief	P85	HOURLY	81.965	86.063	90.366	94.885	99.629
		MONTHLY	14207	14918	15663	16447	**17269**
		ANNUAL	170487	179011	187962	197360	207228

*Due to rounding, salary schedules are close approximations of actual salary

Effective: December 16, 2025

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
M65		HOURLY	40.727	42.763	44.901	47.146	49.504
		MONTHLY	7059	7412	7783	8172	**8580.63**
		ANNUAL	84712	88947	93395	98064	102968
M66		HOURLY	41.745	43.832	46.024	48.325	50.741
		MONTHLY	7236	7598	7977	8376	**8795**
		ANNUAL	86829	91171	95729	100516	105542
M67		HOURLY	42.789	44.928	47.174	49.533	52.010
		MONTHLY	7417	7788	8177	8586	**9015**
		ANNUAL	89000	93450	98123	103029	108180
M68		HOURLY	43.858	46.051	48.354	50.771	53.310
		MONTHLY	7602	7982	8381	8800	**9240**
		ANNUAL	91225	95786	100576	105605	110885
M69		HOURLY	44.955	47.202	49.563	52.041	54.643
		MONTHLY	7792	8182	8591	9020	**9471**
		ANNUAL	93506	98181	103090	108245	113657
M70		HOURLY	46.079	48.383	50.802	53.342	56.009
		MONTHLY	7987	8386	8806	9246	**9708**
		ANNUAL	95843	100636	105667	110951	116498
M71		HOURLY	47.231	49.592	52.072	54.675	57.409
		MONTHLY	8187	8596	9026	9477	**9951**
		ANNUAL	98240	103152	108309	113725	119411
M72		HOURLY	48.411	50.832	53.373	56.042	58.844
		MONTHLY	8391	8811	9251	9714	**10200**
		ANNUAL	100696	105730	111017	116568	122396
M73		HOURLY	49.622	52.103	54.708	57.443	60.315
		MONTHLY	8601	9031	9483	9957	**10455**
		ANNUAL	103213	108374	113792	119482	125456
M74		HOURLY	50.862	53.405	56.076	58.879	61.823
		MONTHLY	8816	9257	9720	10206	**10716**
		ANNUAL	105793	111083	116637	122469	128592
M75		HOURLY	52.134	54.740	57.477	60.351	63.369
		MONTHLY	9037	9488	9963	10461	**10984**
		ANNUAL	108438	113860	119553	125531	131807
M76		HOURLY	53.437	56.109	58.914	61.860	64.953
		MONTHLY	9262	9726	10212	10722	**11259**
		ANNUAL	111149	116706	122542	128669	135102

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
M77		HOURLY	54.773	57.512	60.387	63.407	66.577
		MONTHLY	9494	9969	10467	10990	**11540**
		ANNUAL	113928	119624	125605	131886	138480
M78		HOURLY	56.142	58.949	61.897	64.992	68.241
		MONTHLY	9731	10218	10729	11265	**11828**
		ANNUAL	116776	122615	128746	135183	141942
M79		HOURLY	57.546	60.423	63.444	66.617	69.947
		MONTHLY	9975	10473	10997	11547	**12124**
		ANNUAL	119695	125680	131964	138562	145490
M80		HOURLY	58.984	61.934	65.030	68.282	71.696
		MONTHLY	10224	10735	11272	11836	**12427**
		ANNUAL	122688	128822	135263	142026	149128
M81		HOURLY	60.459	63.482	66.656	69.989	73.488
		MONTHLY	10480	11004	11554	12131	**12738**
		ANNUAL	125755	132043	138645	145577	152856
M82		HOURLY	61.971	65.069	68.323	71.739	75.326
		MONTHLY	10742	11279	11843	12435	**13056**
		ANNUAL	128899	135344	142111	149216	156677
M83		HOURLY	63.520	66.696	70.031	73.532	77.209
		MONTHLY	11010	11561	12139	12746	**13383**
		ANNUAL	132121	138727	145664	152947	160594
M84		HOURLY	65.108	68.363	71.781	75.370	79.139
		MONTHLY	11285	11850	12442	13064	**13717**
		ANNUAL	135424	142196	149305	156771	164609
M85		HOURLY	66.736	70.072	73.576	77.255	81.117
		MONTHLY	11567	12146	12753	13391	**14060**
		ANNUAL	138810	145750	153038	160690	168724
M86		HOURLY	68.404	71.824	75.415	79.186	83.145
		MONTHLY	11857	12450	13072	13726	**14412**
		ANNUAL	142280	149394	156864	164707	172942
M87		HOURLY	70.114	73.620	77.301	81.166	85.224
		MONTHLY	12153	12761	13399	14069	**14772**
		ANNUAL	145837	153129	160785	168825	177266
M88		HOURLY	71.867	75.460	79.233	83.195	87.355
		MONTHLY	12457	13080	13734	14420	**15141**
		ANNUAL	149483	156957	164805	173045	181698

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4
M89		HOURLY	73.664	77.347	81.214	85.275	89.539
		MONTHLY	12768	13407	14077	14781	**15520**
		ANNUAL	153220	160881	168925	177372	186240
M90		HOURLY	75.505	79.280	83.244	87.407	91.777
		MONTHLY	13088	13742	14429	15150	**15908**
		ANNUAL	157051	164903	173148	181806	190896
M91		HOURLY	77.393	81.262	85.326	89.592	94.071
		MONTHLY	13415	14085	14790	15529	**16306**
		ANNUAL	160977	169026	177477	186351	195669
M92		HOURLY	79.328	83.294	87.459	91.832	96.423
		MONTHLY	13750	14438	15160	15917	**16713**
		ANNUAL	165001	173251	181914	191010	200560
M93		HOURLY	81.311	85.376	89.645	94.127	98.834
		MONTHLY	14094	14799	15538	16315	**17131**
		ANNUAL	169126	177583	186462	195785	205574
M94		HOURLY	83.344	87.511	91.886	96.481	101.305
		MONTHLY	14446	15169	15927	16723	**17559**
		ANNUAL	173355	182022	191123	200680	210714
M95		HOURLY	85.427	89.698	94.183	98.893	103.837
		MONTHLY	14807	15548	16325	17141	**17998**
		ANNUAL	177688	186573	195902	205697	215981
M96		HOURLY	87.563	91.941	96.538	101.365	106.433
		MONTHLY	15178	15936	16733	17570	**18448**
		ANNUAL	182131	191237	200799	210839	221381
M97		HOURLY	89.752	94.239	98.951	103.899	109.094
		MONTHLY	15557	16335	17152	18009	**18910**
		ANNUAL	186684	196018	205819	216110	226915
M98		HOURLY	91.996	96.595	101.425	106.497	111.821
		MONTHLY	15946	16743	17580	18459	**19382**
		ANNUAL	191351	200919	210965	221513	232588
M99		HOURLY	94.296	99.010	103.961	109.159	114.617
		MONTHLY	16345	17162	18020	18921	**19867**
		ANNUAL	196135	205942	216239	227051	238403
M100		HOURLY	96.653	101.486	106.560	111.888	117.482
		MONTHLY	16753	17591	18470	19394	**20364**
		ANNUAL	201038	211090	221645	232727	244363

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
01 - Director, Human Resources/Risk Management	17,089	21,017
02 - Director, Development Services	17,361	21,352
03 - Director, Management Services	18,004	22,142
04 - Director, Facilities and Community Services	18,361	22,581
05 - Director, Municipal Utilities and Engineering	17,068	22,822
06 - Assistant City Manager	19,986	24,580
07 - Fire Chief	19,992	24,588
08 - Police Chief	20,600	28,611

Salary Schedule (C)

Range	Minimum Monthly Salary	Maximum Monthly Salary
C1 - Library Director	15,779	19,406
C2 - City Attorney	20,734	25,500
C3 - City Manager	24,225	29,749

City of Redlands

Part Time Hourly Rate Schedule Effective January 5, 2026

CLASSIFICATION TITLE	HOURLY RATE	
Administrative Assistant		23.98
Adult Literacy Assistant		19.89
Background Investigator I/II	30.60	35.70
Camera Operator		17.29
Cemetery Aide		17.25
Community Service Officer I/II	24.40	26.43
Finance Intern		17.25
Library Page		17.25
Library Clerk		18.15
Library Specialist		21.49
Maintenance Worker		21.93
Museum Attendant		17.25
Planning Intern		17.25
Program Aide		18.15

City Council Meeting **H. 9.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8741 - Annual Report of Development Impact Fees for the Year Ended June 30, 2025, and Adoption of Findings (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 adopt Resolution No. 8741.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8741, approving the Annual Report of Development Impact Fees for the year ended June 30, 2025, and the findings contained therein.

DISCUSSION:

State law (Government Code Section 66006) requires each local agency that imposes development impact fees to follow certain accounting procedures for tracking fee revenue received and to prepare an annual report providing specific information about those fees. These requirements are part of the law commonly referred to as AB 1600 or the Mitigation Fee Act (Act). The annual report must be reviewed by the City Council at a regularly scheduled public meeting no less than 15 days after the information is made available to the public. Notice of the time and place of the meeting must be mailed at least 15 days prior to the meeting to any interested party who files a written request with the City for such a mailed notice. In compliance with the Act, a copy of this report was made available at the City Clerk's Office and on the City website on December 1, 2025.

The Act also requires that in the fifth fiscal year following the first receipt of a development impact fee and at least every five years thereafter, the local agency

must make certain findings with respect to any portion of the fee remaining unexpended, whether committed or uncommitted. The City has opted to make the required five-year findings for development impact fees every year when the annual report is presented. This increases efficiency and public transparency. These findings must 1) identify the purpose for which the fee is to be used, 2) demonstrate a reasonable relationship between the fee and the purpose for which it is charged, 3) identify all sources and amounts of funding anticipated to be utilized to complete incomplete improvements, and 4) provide the approximate dates on which the anticipated funding is expected to be received.

By adopting the attached resolution and acceptance of the accompanying Development Impact Fee Report, the City satisfies the annual reporting and compliance requirements set forth in Government Code Sections 66000–66008.

ALTERNATIVES:

Not Applicable

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

Fiscal Impact

Fiscal Year: FY 2025

Discussion:

None. All required findings are included in the report.

Attachments

Resolution No. 8741 DIF Annual Report FY 2024-2025
Public Facilities Summary of Cash Transactions FY 2024-25
Resolution No. 7591
Ordinance No. 2968
FY 2025 AB 1600 Annual Report

RESOLUTION NO. 8741

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE CITY'S ANNUAL DEVELOPMENT IMPACT FEE REPORT AND MAKING CERTAIN FINDINGS WITH RESPECT THERETO

WHEREAS, Government Code Section 66006 requires local agencies that impose development impact fees upon development projects to deposit such fees in separate capital facilities accounts to avoid commingling of such fees with other revenues and funds of the local agency, and to expend those fees only for the purposes collected; and

WHEREAS, for each separate capital facility account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

A. A brief description of the fee;
B. The amount of the fee;
C. The beginning and ending fund balance of the account;
D. The amount of the fees collected and the interest earned;
E. The identification of the improvements on which the fees were expended, including the percentage of the cost of the public improvements funded with fees;
F. The identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, and the public improvement remains incomplete;
    a. An identification of each public improvement identified in a previous report and whether construction began on the approximate date noted in the previous report.
    b. For a project identified for which construction did not commence by the approximate date provided in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction.
G. A description of each interfund transfer or loan, and the date of such loan, the repayment date, and the interest rate;
H. The amount of refunds of fees, if any made pursuant to Government Code Section 66001; and

WHEREAS, Government Code Section 66001 requires local agencies, for the fifth fiscal year following the first deposit of fees into an account or fund, and every five years thereafter, to make certain findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted; and

WHEREAS, the annual report reflecting the balance in each capital improvement fee account, the fee, interest, income, and the amount of expenditure upon public improvements, and the amount of refunds made for the fiscal year, if any, has been available for public review as required by law;

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

Section1. The City Council hereby approves the Annual Report of Development Impact Fees for the year ended June 30, 2025.

Section 2. The City Council finds and determines that with respect to development impact fees remaining unexpended or uncommitted in their respective accounts, for five (5) or more years after deposit of the fee, as follows:

A. New development in the City will continue to generate additional demands on public facilities throughout the City and will contribute to the impact on existing public facilities.

B. There is reasonable relationship between the fees' uses and the types of development for which the fees are charged, as these reasonable relationships are described in more detail in the City's Development Impact Fee studies and improvement master plans.

C. There is a reasonable relationship between the need for the public facility and the type of development project upon which the fee is imposed.

D. The fees expected to be generated by new development will not exceed the costs for construction of the public facilities identified in the City's improvement master plans and as set forth in the Developer Impact Fee Study.

E. That the annual report identifies all sources and amounts of funding anticipated to complete financing for any incomplete improvements.

F. That the annual report designates, wherever possible, the approximate dates on which fees are expected to be deposited for the financing of any incomplete improvements.

ADOPTED, SIGNED AND APPROVED this 16th day of December, 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 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City of Redlands
Public Facilities Development Fees
Cash Transactions for Fiscal Year 2025
Prepared 9/17/2025

DESCRIPTION	Police Facilities	Fire Facilities	Library Facilities	Gen Gov't Facilities	Comm Ctr Facilities	TOTAL
Beginning Cash Balance (July 1)	$ 507,571.73	$ 1,130,680.55	$ 38,550.60	$ 182,796.88	$ 69,336.73	$ 1,928,936.49
Impact Fee Receipts	112,530.78	144,789.65	149,279.87	221,503.68	575.67	628,679.65
Misc. Receipts	-	-	-	-	-	-
Investment Income	-	-	-	-	-	-
Expenditures**	-		-	-	-	-
Interest on Loans	-	-	-	-	-	-
2% Admin Charge	(2,250.62)	(2,895.79)	(2,985.60)	(4,430.07)	(11.51)	(12,573.59)
Debt Service - COPs	-	-	-	-	-	-
Debt Service - Fire	-	-	-	-	-	-
Loan from (repayment to):						
- General Fund (101)	-	-	-	-	-	-
- General Fund (101) Int	-	-	-	-	-	-
- Open Space Fund (227)	-	-	-			-
- Park/Open Space Dev Fund (250)	-	-	-			-
- Storm Drain Const Fund (405)	-	-	-	-	-	-
- Storm Drain Const Fund (405) Int			-			-
- Water Fund (501)	-	-	-	-	-	-
- Water Fund (501) Int	-	-	-	-	-	-
Ending Cash Balance (June 30)	$ 617,851.90	$ 1,272,574.41	$ 184,844.87	$ 399,870.49	$ 69,900.89	$ 2,545,042.55
Liabilities & Equity:						
Loans Payable	-	-	-	-	-	-
Fund Balance	617,851.90	1,272,574.41	184,844.87	399,870.49	69,900.89	2,545,042.55
Total Liabilities & Equity	$ 617,851.90	$ 1,272,574.41	$ 184,844.87	$ 399,870.49	$ 69,900.89	$ 2,545,042.55

** = excludes accounts payable

Notes: 1. Although the Public Facilities Development Fund is accounted for as a special revenue fund, each fee must be accounted for separately (Government Code Section 66001 et seq, commonly known as "AB 1600").

2. The fees collected for Fire Facilities, Library and City Yard were previously committed toward one-half of the annual debt service requirements of the 2003 Lease Revenue Refunding Certificates of Participation which refunded the 1993 Refunding of the 1986/87 Projects Certificates of Participation. Annual debt service on this one-half portion was charged to each of the three fees based upon an allocated share of the original proceeds used for acquisition and construction activities. The General Fund was responsible for the other half of the total annual debt service requirements. The debt was fully defeased in FY 2018-19. Loan amounts from the General Fund, Water and Storm Drain Funds remain outstanding.

3. When fees collected for these three categories of public facilities were not sufficient to cover their share of the annual debt service, the General Fund made loans to each category as necessary. These loans are governed by Resolution No. 7354, the City's interfund loan policy.

4. In FY 2010-11, for one-time only, Council authorized loans from other specific funds to cover, as necessary, the public facilities share of debt service. These loans, with interest at the annual LAIF rate, are to be repaid in proportion to the loan balances, **before** repayment to the General Fund. Actual loans required were as follows: General Fund,$300,753; Open Space, $130,000: Park/Open Space Dev, $130,000; Storm Drain, $100,000; Water, $150.000.

RESOLUTION NO. 7951

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING DEVELOPMENT IMPACT FEES FOR ACCESSORY DWELLING UNITS WITH RESPECT TO SEWER, WATER, SOLID WASTE, ACQUISITION OF WATER STOCK AND WATER RIGHTS, OPEN SPACE AND PARKS, TRANSPORTATION, AND PUBLIC FACILITIES, RESTATING SUCH DEVELOPMENT IMPACT FEES FOR ALL OTHER TYPES OF DEVELOPMENT, AND RESCINDING RESOLUTION NO. 7907

WHEREAS, Chapters 3.32, 3.44, 3.48, 3.54, 3.56, 3.60, 3.70 and 13.40 of the Redlands Municipal Code establish, respectively, Open Space and Parks, Sewer Capital Improvement, Water Capital Improvement, Transportation Improvements, Storm Drain Facilities, Public Facilities Fees, Solid Waste Improvement, and the Acquisition of Water Stock And Water Rights, to implement the City's General Plan to ensure that public facilities improvements which meet City standards are available concurrent with the need caused for such facilities by new development in the City; and

WHEREAS, it is now the desire of the City Council of the City of Redlands ("this City Council") to establish development impact fees for Accessory Dwelling Units; and

WHEREAS, on August 31, 2018, DTA, formally known as David Taussig and Associates, prepared a study in accordance with Government code section 66000 et seq. for the City recommending the amounts of development impact fees which may be imposed for Accessory Dwelling Units; and

WHEREAS, the development impact fee provisions of the Redlands Municipal Code provide that the specific amounts of fees shall be established by resolution of this City Council; and

WHEREAS, by purposes of efficiency, it is further the desire of this City Council to establish the development impact fees for Accessory Dwelling Units and restate the development impact fees for all other categories of development within this one resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The Open Space and Parks Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$2,454.85
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$1,841.14
2.	Single Family	$3,959.94
3.	Multi-Family	$3,624.62
4.	Transit Oriented	$2,454.85

Section 2. The Library Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$164.02

	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$123.01
2.	Single Family	$264.58
3.	Multi-Family	$242.18
4.	Transit Oriented	$164.02

Section 3. The Storm Drain Facilities Fee is hereby established in the following amounts:

	Residential	Fee per dwelling unit
1.	Single Family	$700.00
2.	Multi-Family	$343.00
3.	Transit Oriented	$343.00

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$170.00
2.	Commercial	$170.00
3.	Food Service and Entertainment	$170.00
4.	Office	$170.00
5.	Warehousing – Standard	$150.00
6.	Warehousing – High Cube	$150.00
7.	Manufacturing and Assembly	$150.00
8.	Industrial/Other	$150.00
9.	Institutional and Health Care	$150.00

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$170.00

Section 4. The Public Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$425.55
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$319.16
2.	Single Family	$686.45
3.	Multi-Family	$628.33
4.	Transit Oriented	$425.55

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$197.03
2.	Commercial	$83.13
3.	Food Service and Entertainment	$1,068.13
4.	Office	$852.83
5.	Warehousing – Standard	$266.06
6.	Warehousing – High Cube	$44.83

7.	Manufacturing and Assembly	$230.16
8.	Industrial/Other	$217.54
9.	Institutional and Health Care	$ 439.10

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$198.70

Section 5. The Fire Protection Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$357.74
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$268.31
2.	Single Family	$577.08
3.	Multi-Family	$528.21
4.	Transit Oriented	$357.74

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$165.64
2.	Commercial	$69.89
3.	Food Service and Entertainment	$897.94
4.	Office	$716.94
5.	Warehousing – Standard	$223.67
6.	Warehousing – High Cube	$37.69
7.	Manufacturing and Assembly	$193.49
8.	Industrial/Other	$182.88
9.	Institutional and Health Care	$369.14

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$167.04

Section 6. The Police Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$18.67
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$14.00
2.	Single Family	$30.11
3.	Multi-Family	$27.56
4.	Transit Oriented	$18.66

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$8.64
2.	Commercial	$3.65
3.	Food Service and Entertainment	$46.85
4.	Office	$37.40

5.	Warehousing – Standard	$11.67
6.	Warehousing – High Cube	$1.97
7.	Manufacturing and Assembly	$10.09
8.	Industrial/Other	$9.54
9.	Institutional and Health Care	$19.26

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$8.71

Section 7. The Transportation System Improvements Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$937.54
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$703.16
2.	Single Family	$1,512.36
3.	Multi-Family	$1,048.32
4.	Transit Oriented	$1,074.63

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$3,438.17
2.	Commercial	$3,331.11
3.	Food Service and Entertainment	$6,977.94
4.	Office	$2,007.94
5.	Warehousing – Standard	$709.44
6.	Warehousing – High Cube	$262.62
7.	Manufacturing and Assembly	$388.46
8.	Industrial/Other	$1,271.14
9.	Institutional and Health Care	$3,009.17

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$1,049.11

In lieu of using the San Bernardino County Congestion Management Program manual, the transportation system improvements fee for a non-residential project may be determined, at the discretion of the Municipal Utilities and Engineering Director, by use of an approved engineering traffic study to establish a more precise number of trips generated by that specific non-residential project to determine Transportation fees at the fee rate of $334.29 per trip which is the same per trip rate used in the establishment of the specific transportation rates listed above.

Section 8. The Sewer Capital Improvement Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$824.65
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$618.49

2.	Single Family	$3,130.00
3.	Multi-Family	$2,295.00
4.	Building Permit issued prior To November 1, 1961	$366.00
5.	Senior Restricted dwelling unit	$1,774.00

	Non-Residential	Fee per 100 gallons per day estimated flow
1.	Retail/Commercial	$1,482.00

Note, the Sewer Capital Improvement Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 9. The Water Capital Improvement Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$1,146.08
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$859.56
2.	Single Family (more than 1 acre)	$9,431.00
	Single Family (more than 21,000 sq. ft.)	$6,896.00
	Single Family (11,000 - 21,000 sq. ft.)	$5,623.00
	Single Family (less than 11,000 sq. ft.)	$4,350.00
3.	Multi-Family	$2,181.00
4.	Senior Restricted dwelling unit	$1,096.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$188.00

Note, the Water Capital Improvement Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 10. The Solid Waste Capital Improvement Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$325.00
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$325.00
2.	Single Family	$650.00
3.	Multi-Family	$325.00

	Non-Residential	Fee PPD estimated waste stream
1.	Retail/Commercial	$52.00

Section 11. The Acquisition of Water Stocks and Water Rights Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$206.29
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$154.72
2.	Single Family (more than 1 acre)	$1,701.00
	Single Family (more than 21,000 sq. ft.)	$1,242.00
	Single Family (11,000 - 21,000 sq. ft.)	$1,023.00
	Single Family (less than 11,000 sq. ft.)	$783.00
3.	Multi-Family	$397.00
4.	Senior Restricted dwelling unit	$167.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$33.00

Note, the Water Stocks and Water Rights Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 12. Notwithstanding any other section of this resolution, the development impact fees for Accessory Dwelling Units established herein shall take effect thirty (30) days after the effective date of City of Redlands Ordinance No. 2880.

Section 13. This resolution shall take effect on April 2, 2019.

ADOPTED, SIGNED AND APPROVED this 2nd day of April, 2019.

Paul W. Foster, 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 of April, 2019, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger, Davis; Mayor Foster
NOES:	None
ABSTAIN:	None
ABSENT:	None

Jeanne Donaldson, City Clerk

ORDINANCE NO. 2968

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING DEVELOPMENT IMPACT FEES FOR NEW DEVELOPMENT WITH RESPECT TO STORM DRAIN, SEWER, WATER, SOLID WASTE, ACQUISITION OF WATER STOCK AND WATER RIGHTS, OPEN SPACE AND PARKS, TRANSPORTATION, AND PUBLIC FACILITIES, AND RESCINDING RESOLUTION NO. 7951

WHEREAS, Chapters 3.32, 3.44, 3.48, 3.54, 3.56, 3.60, 3.70, and 13.40 of the Redlands Municipal Code establish, respectively, Open Space and Parks, Sewer Capital Improvement, Water Capital Improvement, Transportation Improvements, Storm Drain Facilities, Public Facilities Fees, Solid Waste Improvement, and the Acquisition of Water Stock And Water Rights to implement the City's General Plan and Master Plans to ensure that public facilities improvements which meet City standards are available concurrent with the need caused for such facilities by new development in the City; and

WHEREAS, new residential and non-residential development within the City will generate additional residents and employees who will require additional public facilities. Land for these facilities will have to be acquired and public facilities and equipment will have to be expanded, constructed or purchased to meet this increased demand; and

WHEREAS, the Development Impact Fee Nexus Study ("Fee Study") has been prepared in response to the projected direct and cumulated effect of future development. Each new development will contribute to the need for new public facilities. Without future development many of the new public facilities on the Needs Lists would not be necessary as the existing facilities are adequate for the City's present population. In instances where facilities would be built regardless of new development, the costs of such facilities have been allocated to new and existing development based on their respective level of benefit; and

WHEREAS, the proposed impact fee will be charged to all new/future development, irrespective of location, in the City. Even future "in fill" development projects contribute to impacts on public facilities because they are an interactive component of a much greater universe of development located throughout the City. First, the property owners and/or the tenants associated with any new development in the City can be expected to place additional demands on City facilities funded by the fee. Second, these property owners and tenants are dependent on and, in fact, may not have chosen to utilize their development, except for residential, retail, employment and recreational opportunities located nearby on other existing and future development. Third, the availability of residents, employees, and customers throughout the City has a growth inducing impact without which some of the "in-fill" development would not occur. As a result, all development projects in the City contribute to the cumulative impacts of development; and

WHEREAS, the fee will be used for the acquisition, installation, and construction of the public facilities identified on the Needs Lists, included in Section IV of the Fee Study and other appropriate costs to mitigate the direct and cumulative impacts of new development in the City. The fee will provide a source of revenue to the City to allow for the acquisition, installation, and construction of public facilities, which in turn will maintain the current standard of service, preserve the quality of

life in City and protect the health, safety, and welfare of the existing and future residents, visitors, and employees; and

WHEREAS, it is the projected direct and cumulative effect of future development that has prompted the preparation of the Fee Study. Each development will contribute to the need for new public facilities. Without future development, the City would have no need to construct many of the public facilities on the Needs Lists. For all other facilities, the costs have been allocated to both existing and new development based on their level of benefit. Even future "infill" development projects, which may be adjacent to existing facilities, further burden existing public facilities. Consequently, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth; and

WHEREAS, the fees will be expended for the acquisition, installation, and construction of the public facilities identified on the Needs Lists and other authorized uses, as that is the purpose for which the Fee is collected. As previously stated, all new development creates either a direct impact on public facilities or contributes to the cumulative impact on public facilities. Moreover, this impact is generally equalized among all types of development because it is the increased demands for public facilities created by the future residents and employees that create the impact upon existing facilities; and

WHEREAS, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth. Without future development, many of the facilities on the Needs Lists would not be necessary. For certain other facilities, the costs have been allocated to both existing and new development based on their level of benefit; and

WHEREAS, it is now the desire of the City Council of the City of Redlands ("this City Council") to establish development impact fees for new development; and

WHEREAS, on May 2, 2024, David Taussig and Associates, Inc. dba DTA, prepared a study in accordance with Assembly Bill (AB) 1600 and Government Code Section 66000, *et. seq.* for the City recommending the amounts of development impact fees which may be imposed for new development; and

WHEREAS, the development impact fee provisions of the Redlands Municipal Code provide that the specific amounts of fees shall be established by this City Council;

WHEREAS, the term "Residential Property" includes Accessory Dwelling Unit above 750 sq.ft., Single Family, Multi-Family, and Transit Oriented; and

WHEREAS, by purposes of efficiency, it is further the desire of this City Council to establish the development impact fees for new development in this ordinance.

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

Section 1. The Open Space and Parks Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 1.1794

Section 2. The Library Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.5997

Section 3. The Storm Drain Facilities Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.5113

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 611.00
2.	Commercial	$ 611.00
3.	Food Service and Entertainment	$ 611.00
4.	Office	$ 611.00
5.	Warehousing – Standard	$ 611.00
6.	Warehousing – High Cube	$ 611.00
7.	Manufacturing and Assembly	$ 611.00
8.	Industrial/Other	$ 645.00
9.	Industrial and Health Care	$ 645.00

Non-Residential	Fee per Room
Hotel/Motel	$ 351.00

Section 4. The Public Facilities Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.7145

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 1,052.00
2.	Commercial	$ 261.00
3.	Food Service and Entertainment	$ 5,243.00
4.	Office	$ 3,296.00
5.	Warehousing – Standard	$ 1,414.00
6.	Warehousing – High Cube	$ 283.00
7.	Manufacturing and Assembly	$ 381.00
8.	Industrial/Other	$ 3,900.00
9.	Industrial and Health Care	$ 874.00

Non-Residential	Fee per Room
Hotel/Motel	$ 226.00

Section 5. The Fire Protection Facilities Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.4503

Non-Residential	Fee per 1,000 Building Sq.Ft.
1. Retail	$ 663.00
2. Commercial	$ 165.00
3. Food Service and Entertainment	$ 3,305.00
4. Office	$ 2,077.00
5. Warehousing – Standard	$ 891.00
6. Warehousing – High Cube	$ 178.00
7. Manufacturing and Assembly	$ 240.00
8. Industrial/Other	$ 2,458.00
9. Industrial and Health Care	$ 551.00

Non-Residential	Fee per Room
Hotel/Motel	$ 143.00

Section 6. The Police Facilities Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.5197

Non-Residential	Fee per 1,000 Building Sq.Ft.
1. Retail	$ 765.00
2. Commercial	$ 190.00
3. Food Service and Entertainment	$ 3,814.00
4. Office	$ 2,397.00
5. Warehousing – Standard	$ 1,029.00
6. Warehousing – High Cube	$ 206.00
7. Manufacturing and Assembly	$ 277.00
8. Industrial/Other	$ 2,837.00
9. Industrial and Health Care	$ 636.00

Non-Residential	Fee per Room
Hotel/Motel	$ 165.00

Section 7. The Transportation System Improvements Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 1.3954

Non-Residential	Fee per 1,000 Building Sq.Ft.
1. Retail	$ 7,382.00
2. Commercial	$ 7,150.00

3.	Food Service and Entertainment	$14,979.00
4.	Office	$ 4,312.00
5.	Warehousing – Standard	$ 1,522.00
6.	Warehousing – High Cube	$ 563.00
7.	Manufacturing and Assembly	$ 833.00
8.	Industrial/Other	$ 2,729.00
9.	Industrial and Health Care	$ 6,462.00

Non-Residential	Fee per Room
Hotel/Motel	$ 2,253.00

Section 8. The Sewer Capital Improvement Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.2696

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 450.00
2.	Commercial	$ 450.00
3.	Food Service and Entertainment	$ 450.00
4.	Office	$ 450.00
5.	Warehousing – Standard	$ 480.00
6.	Warehousing – High Cube	$ 480.00
7.	Manufacturing and Assembly	$ 480.00
8.	Industrial/Other	$ 480.00
9.	Industrial and Health Care	$ 150.00

Non-Residential	Fee per Room
Hotel/Motel	$ 392.00

Note, the Sewer Capital Improvement Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single-family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 9. The Water Capital Improvement Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 2.3657

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 438.00
2.	Commercial	$ 951.00
3.	Food Service and Entertainment	$ 951.00
4.	Office	$ 1,141.00
5.	Warehousing – Standard	$ 190.00
6.	Warehousing – High Cube	$ 190.00

7.	Manufacturing and Assembly	$ 951.00
8.	Industrial/Other	$ 951.00
9.	Industrial and Health Care	$ 3,139.00

Non-Residential	Fee per Room
Hotel/Motel	$ 1,902.00

Note, the Water Capital Improvement Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single-family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 10. The Solid Waste Capital Improvement Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.0702

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 60.00
2.	Commercial	$ 60.00
3.	Food Service and Entertainment	$ 60.00
4.	Office	$ 60.00
5.	Warehousing – Standard	$ 60.00
6.	Warehousing – High Cube	$ 60.00
7.	Manufacturing and Assembly	$ 60.00
8.	Industrial/Other	$ 60.00
9.	Industrial and Health Care	$ 60.00

Non-Residential	Fee per Room
Hotel/Motel	$ 10.00

Section 11. The Acquisition of Water Stocks and Water Rights Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.6633

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 123.00
2.	Commercial	$ 267.00
3.	Food Service and Entertainment	$ 267.00
4.	Office	$ 320.00
5.	Warehousing – Standard	$ 53.00
6.	Warehousing – High Cube	$ 53.00
7.	Manufacturing and Assembly	$ 267.00
8.	Industrial/Other	$ 267.00
9.	Industrial and Health Care	$ 880.00

Non-Residential	Fee per Room
Hotel/Motel	$ 533.00

Note, the Acquisition of Water Stocks and Water Rights Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single-family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 12. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15061(b)(3) because this City Council determines that it can be seen with certainty that approval of this ordinance will have no direct or indirect impact on the physical environment, and that approval of this ordinance is not a "project" under CEQA as that term is defined in Public Resources Code section 21065.

Section 13. Notwithstanding any other section of this ordinance, the development impact fees established herein shall take effect January 1, 2025 and Resolution No. 7951 shall be rescinded.

Section 14. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 15. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of July 2024, by the following vote:

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

Jeanne Donaldson, City Clerk

December 16, 2025
The Honorable Mayor, Members of the City Council, and Residents of Redlands
Redlands, CA 92373

Subject: Annual Report of Development Impact Fees

Dear Mayor, Members of the City Council, and Residents of Redlands,

Pursuant to the Mitigation Fee Act (the “Act”) (Government Code section 66000 et seq.), and specifically section 66006 of the Act, the following report on the receipt, use, and retention of development impact fees for Fiscal Year 2024-2025 is hereby presented to the City Council for review and approval. Development impact fees are charged by local governments to defray all or a portion of the cost of public facilities related to new development being constructed within the City. The legal requirements for enactment of a Development Impact Fee program are set forth in Government Code §§ 66000- 66025 (the "Mitigation Fee Act"), the bulk of which was adopted as 1987’s Assembly Bill 1600 and thus commonly referred to as “AB 1600 requirements”.

In the City of Redlands, development impact fees may be collected at the time of issuance of a certificate of occupancy or date of final inspection, as permitted by Government Code section 66000 et seq., for the purpose of mitigating the impacts caused by new development on the City’s infrastructure. Fees are used to finance the acquisition, construction, and improvement of public facilities related to new development projects. A separate funding structure has been established to account for the impact of new development on each of the following types of public facilities: Open Space, Parks, Public Facilities (including police, fire, community center, library, and general government facilities), Transportation, Water, Non-Potable Water, Solid Waste, and Sewer.

From July 1, 2024, through December 31, 2024, development impact fees were imposed pursuant to Resolution No. 7951, adopted by the City Council on April 2, 2019, which rescinded Resolution No. 7907. Effective January 1, 2025, impact fee amounts were established by Ordinance No. 2968, adopted by the City Council on July 16, 2024, thereby rescinding Resolution No. 7951. The schedule of current fee amounts, as set forth in Ordinance No. 2968, is attached hereto.

Pursuant to Government Code Section 66006, local agencies are required to prepare and make available annual and five-year reports summarizing the status of development impact fees, including revenues, interest income, and expenditures by fund category. This report was filed with the City Clerk’s Office and the A.K. Smiley Public Library and made available for public review on December 1, 2025.

Respectfully submitted,

Management Services / Finance Staff
City Manager’s Office

(227) Open Space Fund – Redlands Municipal Code Chapter 3.32 establishes an Open Space and Park Development Impact Fee. Twenty-five percent (25%) of this fee is deposited into an Open Space Fund to be used solely for the purpose of acquisition, improvement, preservation, and expansion of open space areas within the City in accordance with the provisions of the recreation, open space, and conservation element of the City's General Plan. The General plan specifies the policy to preserve open space land in order to protect the visual character of the City, provide for public outdoor recreation, conserve natural resources, support groundwater recharge, and otherwise preserve open space areas. In the General Plan, specific open space areas in the Planning Area include the "Emerald Necklace" concept, San Timoteo Canyon, the Santa Ana Wash, and Live Oak Canyon. California Govt. Code 65301(a) requires general plan planning areas to include all land within a city or county's limits, and territory outside its boundaries "which in its judgment bears relation to its planning." Redlands' Planning Area encompasses 46 square miles, including all land within the Redlands city limits, the area within the City's Sphere of Influence (SOI), and an unincorporated island known as the "Donut Hole" that is located in the northwestern portion of the city. Fee amounts are set by Ordinance No. 2968.

The following table shows the balances, receipts, and expenditures of the Open Space Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	1,508,088	1,622,321	1,746,567	2,156,054	2,261,887	2,568,209
Receipts	185,482	126,661	419,086[2]	107,615	310,386	268,902
Expenditures	(71,249)	(2,416)	(9,599)	(1,782)	(4,063)	(2,916)
Ending Balance	1,622,321	1,746,567	2,156,054	2,261,887	2,568,209	2,834,195

[1]Includes non-DIF revenue of $785,000 deposit of land sale proceeds designated by the City Council for the acquisition of open space and received from the sale of the City's Mullin grove property.

[2]Receipts also include a GASB 31 Adjustment.

Receipts include fees of $145,810 and investment income of $123,092.

Expenditures include $2,916 in administrative charges.

Over the last ten years, monies collected in the Open Space Fund, along with grant monies, have been spent on the restoration and acquisition of open space within San Timoteo Canyon, including the San Timoteo Creek Habitat Enhancement Project, the Thompson Property, the Allen property, the Mistretta property and most recently, the Hudson property.

The current cash balance exceeds the cumulative fee collection over the past five years by $1,014,815, when adjusting for the $785,000 deposit of land sale proceeds as detailed above[1]. As a result, the City must make "findings" in accordance with the requirements of Government Code Section 66006.

Findings:

Fees deposited into an Open Space Fund are to be used solely for the purpose of acquisition, improvement, preservation, and expansion of open space areas within the City in accordance with the provisions of the recreation, open space, and conservation element of the City's General Plan. Because development impact fee revenue fluctuates and is difficult to forecast, there is no estimate for anticipated funding sources or amounts to complete the projects listed below. Monies collected into the Open Space Fund, including the existing excess cash, are expected to be used in accordance with the General Plan for the following projects over the next 5 years:

1. **Open Space/Citrus Acquisition –** the City is committed to retaining and improving the maximum feasible amount of open space property for recreational opportunities, conservation, agricultural uses, and resource protection. In terms of agricultural open space, one of the City's goals is to increase the City's acreage of citrus groves to an approximate target of 200 acres. As of FY 2025, the city owns 184 acres.
2. **Emerald Necklace –** the Emerald Necklace is a conceptual framework for a series of green open spaces and park areas surrounding the city approximately 45 miles in length, joined together with a special scenic road and trail system. The City has identified gaps in the Emerald Necklace and is working collaboratively to prioritize land acquisition or other resource preservation strategies in those areas. Several sites and properties have been purchased under this framework. Additionally, as suitable properties become available for acquisition, the City will evaluate opportunities to purchase the same.
3. **Scenic Routes and Trails –** The City has several project priorities: develop a linear parkway/recreational corridor centered along San Timoteo Creek and extending throughout the canyon, coordinate with San Bernardino County and the Santa Ana River Conservancy on implementing the objectives of the Santa Ana River Trail Parkway and Open Space Plan, and to complete the Emerald Necklace system of scenic routes and trails, including the Zanja Trail, Santa Ana River Trail, San Timoteo Trail, and other trails linking parks, regional trails, and open space areas.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

(250) Park Development Fund – Park development impact fees are levied for the purpose of acquiring and developing land for parks. The fees are established per the Redlands Municipal Code as noted above for Open Space. Fee amounts are set by Ordinance No. 2968. Seventy-five percent (75%) of the Open Space and Parks fees are deposited into the Park Development Fund. The General Plan sets the policy on park development as one aimed towards creating and maintaining a high-quality, diversified park system that enhances Redlands' unique attributes. The General Plan prescribes the parkland standard of 5 acres per 1,000 residents.

The following table shows the balances, receipts, and expenditures of the Park Development Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	477,392	609,313	878,329	2,042,124	2,035,257	2,649,005
Receipts	454,596	382,923	1,408,479	315,063	732,233	5766,702
Expenditures	(322,674)	(113,907)	(244,684)	(321,930)	(118,485)	(114,396)
Ending Balance	609,313	878,329	2,042,124	2,035,257	2,649,005	3,111,310

Impact fee revenue in this category consists of $448,667 in fees and $128,035 in investment income.

Disbursements totaled $114,396, including a payment of $66,888 in principal, $33,172 in interest, and $3,263 in fiscal agent fees associated with the State I-Bank loan for the Sports Park. In addition to this loan repayment for the Sports Park, there was also $8,973 in administrative charges.

No refunds of fees, because of the cumulative cash balance in the Park Development fund, are required, and none have been made during Fiscal Year 2024-2025.

(251) Public Facilities Development Fund - Public Facilities Development Fees have been established per Redlands Municipal Code Chapter 3.60 with the purpose and intent of implementing the Redlands General Plan to ensure that public facilities and related improvements which satisfy City standards are sufficient and keep pace with needs that arise as new development occurs within the City. Fee amounts are set by Ordinance No. 2968. Fees are collected from applicants for development projects to construct, improve, and maintain public facilities as identified in the City's Development Impact Fee Justification Study, dated May 2, 2024.

Police Facilities

The purpose of this fee is to provide a revenue source that will provide funds to acquire vehicles, equipment, and facilities that will mitigate the impacts of new residential and non-residential development on the City's Police resources. A complete listing of proposed facilities is contained within the City's Development Impact Fee Justification Study, dated May 2, 2024.

The following table shows the balances, receipts, and expenditures of the Police Facilities Fee for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	440,922	464,906	471,706	493,582	499,550	507,572
Receipts	24,474	6,939	22,322	6,090	8,185	112,531
Expenditures	(489)	(139)	(446)	(122)	(164)	(2,251)
Ending Balance	464,906	471,706	493,582	499,550	507,572	617,852

Receipts consist of $112,531 in fees. Disbursements include $2,251 in administrative charges.

The current cash balance exceeds the cumulative fee collection over the past five years by $533,609. As a result, the City must make a "finding" in accordance with the requirements of Government Code Section 66006.

Findings:

Fees deposited into the Public Facilities Fund – Police Facilities category are to be used solely for costs related to police facilities, vehicles, and equipment. The largest cost, by far, will be the development of a new safety hall facility. The current buildings that house police staff are outdated and in a state of significant disrepair, no longer meeting the functional or safety standards required for effective operations. As a result, plans have been underway to conceptualize and fund a new Safety Hall. In spring 2022, the City acquired a property at 1625 West Redlands Boulevard to retrofit into a new safety hall facility. The total project to convert this building into a new police facility is estimated to cost somewhere between $80 and $90 million dollars, including construction, commissioning, and furnishing. Impact fees will be used to help fund the retrofit project once it commences and their expenditure will reflect a portion of new development's share in the cost of the new facility. The City anticipates drawing down the balance of cash in this fee category in total once capital expenditures start on this project. The project is currently in its design phase, with plans being compiled into a bid package and potential bid award slated for the second quarter of calendar year 2026. Based on this timeline, the estimated date for completion of the project is summer 2028.

No refunds are required, and none have been made during Fiscal Year 2024-2025.

Fire Facilities

The purpose of this fee is to establish a revenue source that will provide funds to construct various Fire facilities and acquire equipment and vehicles that will mitigate the impacts of new residential and non-residential development on the City's Fire facilities. A complete listing of proposed facilities is contained within the City's Development Impact Fee Justification Study, dated May 2, 2024.

The following table shows the balances, receipts, and expenditures, including loan activity, of the Fire Facilities Fee for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	315,622	399,928	463,557	862,051	973,267	1,130,680
Receipts	196,707	140,752	427,545	113,486	156,782	114,790
Expenditures	(112,401)	(77,123)	(29,051)	(2,270)	(3,136)	(2,896)
Ending Balance	399,928	463,557	862,051	973,267	1,126,882	1,272,574

Receipts consist of $144,790 in fees.

Disbursements include $2,896 in administrative charges.

No refunds are required, and none have been made during Fiscal Year 2024-2025.

Library Facilities

The library facility impact fees were established to provide a revenue source that will generate funds to acquire various library collection items and remodel/refurbish existing facilities that will mitigate the impacts of new residential development on the City's Library facilities. Planned uses from the proceeds of these fees include the expansion of library collection items as well as the remodeling and refurbishment of existing facilities. Collection items include, but are not limited to, books, periodicals, newspapers, DVDs, e-books, etc.

Previously, impact fees collected for Library Facilities were also used to make contributions towards the annual debt service of the 2003 Lease Revenue Refunding Certificates of Participation (COP). The 2003 COPs refunded prior COPs that were used to finance major improvements to the Library's facilities. The past fees collected were earmarked to pay debt service on these bonds, which matured in Fiscal Year 2017-2018 and are now designated to repay outstanding loans from the General Fund, as well as loans that were provided by the Storm Drain Construction, and Water funds. Those loans were incurred during those fiscal years when library impact fee revenues were insufficient to meet the debt service requirements. These loans have either been forgiven or repaid in full as of the close of Fiscal Year 2024.

The following table shows the balances, receipts, and expenditures, including loan activity, of the Library Facilities Fee for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	-	-	-	-	-	38,551
Receipts	42,926	33,427	133,379	25,616	56,431	149,280
Expenditures	(42,926)	(33,427)	(133,379)	(25,616)	(17,881)	(2,986)
Ending Balance	-	-	-	-	38,551	184,280

Receipts consist of $149,280 in fees.

Disbursements include $2,986 in administrative costs.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

General Government Facilities

Impact fees for General Government Facilities were first established with the completion of the impact fee study performed in Fiscal Year 2006-2007 and implemented in August 2007, and the most recent fee justification study is the City's Development Impact Fee Justification Study dated May 2, 2024.
The purpose of this fee is to establish a revenue source that will provide funds to purchase and install additional IT hardware and construct a government center/safety hall building and public parking

facility that will mitigate the impacts of new residential and non-residential development on the City's general government facilities.

The following table shows the balances, receipts, and expenditures, including loan activity, of the General Government Facilities Fee for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	535	-	-	-	-	182,797
Receipts	233,858	159,044	511,327	138,580	186,527	221,504
Expenditures	(234,392)	(159,044)	(511,327)	(138,580)	(3,731)	(4,430)
Ending Balance	-	-	-	-	182,797	399,870

Receipts consist of $221,504 in fees.

Disbursements include $4,430 in administrative charges.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

Community Center Facilities

Community Center Facilities impact fees were established in Fiscal Year 2014-2015 and are collected using a replacement cost per capita for the City's existing community centers as the basis for the fees. The fees charged to future residential development are set at a level needed to maintain the existing level of service as the City grows. The purpose of these fees is to collect the proportion of new development's share in the cost of adding community center space while maintaining the current ratio of community center asset value to population. The most recent fee justification study is the City's Development Impact Fee Justification Study, dated May 2, 2024, which contains details of proposed community center facilities.

The following table shows the balances, receipts, and expenditures of the Community Center Facilities Fee for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	68,208	68,208	68,208	68,208	68,208	69,336
Receipts	-	0	-	-	1,151	576
Expenditures	-	0	-	-	(23)	(12)
Ending Balance	68,208	68,208	68,208	68,208	69,336	69,900

Receipts consist of $576 in fees.

Disbursements include $12 in administrative charges.

The current cash balance exceeds the cumulative fee collection over the past five years by $68,749. As a result, the City must make a "finding" in accordance with the requirements of Government Code Section 66006.

Findings:

Fees deposited into the Public Facilities Fund – Community Center Facilities category are to be used solely for the purpose of costs related to adding community center space to maintain the current ratio of community center asset value to population.

The largest cost, by far, will involve the construction of a new community center. The cost estimate for community center facilities, inclusive of tennis/pickleball courts and multi-use fields/courts was $2,000,000. Timelines for completing this project are difficult to estimate due mainly to the significant costs and the unpredictability of the timing of adequate impact fee revenue.

No refunds are required, and none have been made during Fiscal Year 2024-2025.

Transportation Facilities Fees

During Fiscal Year 2024-2025, Resolution No. 7951 and Ordinance No. 2968 prescribed methodologies and amounts of Transportation fees. Impact fees in this category are intended to fund transportation improvements, including the following components: interchange improvements, railroad crossing improvements, improvements to regional arterials, and improvements to local streets. The first three components are intended to satisfy the requirement, pursuant to Measure I (2010-2041) and the San Bernardino County Transportation Authority (SBCTA) Congestion Management Plan, that the City assess new development for its fair share of the cost of those improvements. The local street component is based on data provided by the City that represents the full cost of local street improvement projects needed entirely to serve future development. Allocations are established based on a weighted average for each improvement type based on cost. The City's Development Impact Fee Study, dated May 2, 2024, estimated transportation improvement costs in each component category and allocated them according to the tables below.

Ordinance No. 2968, DIF Study May 2024		
Fund 252 -	Regional Arterial	34%
Fund 252 -	RR Crossings	1%
Fund 252 -	Local Streets	3%
Fund 253 -	Signals	2%
Fund 254 -	Interchanges	60%

These development impact fees are utilized in conjunction with revenue generated under the Measure "I" half-cent sales tax to fund regional transportation projects. These fees establish a revenue source

that will provide funds to construct various transportation projects that will mitigate the impacts of new development on the City's circulation system. The uses to which the fees are to be put include the funding of new roadways within the City limits.

(252) Arterial Street Construction Fund – This fund includes development fees, as discussed above, for both the regional (SBCTA) and local transportation development fees which, in concert with the Regional Measure "I" sales tax revenue, when needed, are used to construct transportation improvements. Both development impact fees and Measure "I" funds are required to construct the transportation improvement projects. A complete listing of proposed facilities is contained within the City's Development Impact Fee Justification Study, dated May 2, 2024.

The following table shows the balances, receipts, and expenditures of the Arterial Street Construction Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	3,721,696	3,954,816	3,928,436	4,444,102	4,639,255	5,035,393
Receipts	597,315	398,827	528,723	343,623	544,198	536,911
Expenditures	(364,193)	(425,207)	(13,058)	(148,469)	(170,463)	(78,528)
Ending Balance	3,954,816	3,928,436	4,444,102	4,639,255	5,035,393*	5,493,777

*The ending cash balance is higher than the net change in fund balance due to $22,403 in accounts payable and development deposits that are temporarily reported in cash but offset by corresponding liabilities.

Impact fee revenue in this category consists of $297,857 in fees and $239,054 in investment income.

Disbursements consist of $905 for mapping, coordination, utility & as-built research, as it relates to the management, procurement support, and construction support for the California Street and Redlands Boulevard Widening Project. Another $71,666 was also spent on preliminary & final engineering, environmental technical studies, and record drawings for the same project. Lastly, the fund was charged $5,957 in administrative charges.

The current cash balance exceeds the cumulative fee collection over the past five years by $3,342,631. As a result, the City must make "findings" in accordance with the requirements of Government Code Section 66006.

Findings:

Monies collected into the Arterial Street Construction Fund, including the existing excess cash, are based on a detailed breakdown of citywide transportation projects needed to mitigate the impacts of new development through the year 2035. These projects have been approved by the City Council for construction under this program, as a part of Ordinance No. 2968 and the Development Impact Fee Study dated May 2, 2024. The project list includes improvements to regional arterials with a total estimated cost allocated to new development of $26,697,495.

A complete listing of proposed facilities is contained within the City's Development Impact Fee Justification Study, dated May 2, 2024.

Below is a partial listing from that study.

- Alabama Street from the northerly City limit to Palmetto Avenue
  - 2023 Estimated Cost - $13,952,521
  - New Development Fair Share – 29.63% ($4,134,066)
- Live Oak Canyon Road from San Timoteo Canyon to East City Limits
  - 2023 Estimated Cost - $7,863,600
  - New Development Fair Share – 29.63% ($2,329,948)
- Orange Street from Lugonia Avenue to Interstate 10 freeway
  - 2023 Estimated Cost - $3,876,792
  - New Development Fair Share – 29.63% ($1,148,675)
- San Bernardino Avenue from Church Street to Wabash Avenue
  - 2023 Estimated Cost - $3,593,891
  - New Development Fair Share – 29.63% ($1,064,853)
- State Route (SR) 38 (Orange Street/Lugonia Ave.) from West City Limit to East City Limit
  - 2023 Estimated Cost - $10,464,718
  - New Development Fair Share – 29.63% ($3,100,647)

As a part of the City's Capital Projects Needs Analysis established By Resolution No. 8704 (adopted by City Council on July 15, 2025), several smaller projects from the DIF Justification Study were listed to be funded by both Measure I Funds as well as Development Impact Fee funds from this category. It is estimated that approximately $5,132,820 will be expended on these projects included over the next five (5) fiscal years.

Projects listed in the Five-Year CPNA (FY 25/26 through FY 29/30) include:

- California Street/Redlands Boulevard Turn Lane Addition
- Citrus Avenue Widening - Dearborn Street to Wabash Avenue (2 lanes to 4 lanes)
- Highland/Redlands Regional Connector Gap Project
- Citrus Avenue at Redlands High School Underpass Project
- University Street/Colton Avenue Intersection Improvements
- University Street Improvements - Park Avenue to Brockton Avenue

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

(253) Traffic Signals Fund – This fund includes four percent (4%) of the transportation development impact fees collected and is for the purpose of constructing traffic signals and signal improvements.

The following table shows the balances, receipts, and expenditures of the Traffic Signals Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	20224-2025
Beg. Balance	1,283,765	1,382,585	1,444,989	1,449,748	1,287,694	1,121,787
Receipts	99,412	62,910	40,123	119,945	102,184	71,404
Expenditures	(591)	(507)	(35,363)	(282,000)	(268,091)	(3,237)
Ending Balance	1,382,585	1,444,989	1,449,748	1,287,694	1,121,787	1,189,954

Impact fee revenue in this category consists of $18,145 in fees, $53,259 in investment income.

Disbursements consist of $363 in administrative charges and $2,874 for work related to the construction of the signal hardware improvements citywide as well as the installation of a traffic signal at San Bernardino Avenue and Church Street.

The current cash balance exceeds the cumulative fee collection over the past five years by $1,018,155. As a result, the City must make "findings" in accordance with the requirements of Government Code Section 66006.

Findings:

Monies collected into the Traffic Signals Fund, including the existing excess cash, are based on a detailed breakdown of citywide transportation projects needed to mitigate the impacts of new development through the year 2035. A complete listing of proposed facilities is contained within the City's Development Impact Fee Justification Study, dated May 2, 2024.

As a part of the City's Capital Projects Needs Analysis established By Resolution No. 8704 (adopted by City Council on July 15, 2025), several smaller projects from the DIF Justification Study were listed to be funded by both Measure I Funds as well as Development Impact Fee funds from this category. It is estimated that approximately $653,268 will be expended on the following projects included over the next five (5) fiscal years.

- Dearborn Street/Citrus Avenue Traffic Signal
  - 2023 Estimated Cost - $649,864
  - New Development Fair Share – 29.63% ($192,552)
- Wabash Avenue/Citrus Avenue Traffic Signal
  - 2023 Estimated Cost - $649,864
  - New Development Fair Share – 29.63% ($192,552)
- Wabash Avenue/5th Avenue Traffic Signal
  - 2023 Estimated Cost - $649,864
  - New Development Fair Share – 29.63% ($192,552)
- Ford Street/I-10 EB Traffic Signal
  - 2023 Estimated Cost - $649,864

  - New Development Fair Share – 29.63% ($192,552)
- Ford Street/I-10 WB Traffic Signal
  - 2023 Estimated Cost - $649,864
  - New Development Fair Share – 29.63% ($192,552)

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

(254) Freeway Interchange Fund – As discussed above, thirty-six percent of the transportation fees collected are to meet the City's responsibility for the construction of major freeway interchange improvements on I-10 and one freeway interchange on the I-210 freeway. These projects are funded through the collection of multi-jurisdictional development fees and the collection of regional Measure "I" revenue, under the 2010-2040 Measure "I" voter-approved half-cent sales tax transportation program.

In February 2016, the City entered into a memorandum of understanding (MOU) to commence the alternative Interstate 10 – Alabama Street Interchange project. The project is designed to improve Interstate 10 at the Alabama Street Interchange between Orange Tree Lane and Industrial Park Avenue, with on and off-ramp widening, the addition of turning lanes, new pavement, and striping.

SBCTA has completed the construction of the project, which began in January 2022 and finished in early 2023. The last expenditure was made in Fiscal Year 2024-2025, to close out all accounting of costs associated with this project.

The following table shows the balances, receipts, and expenditures of the Freeway Interchange Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	2,941,748	3,815,420	3,046,266	1,618,566	2,055,393	2,240,697
Receipts	1,293,437	243,103	479,165	2,948,193	734,240	342,522
Expenditures	(419,765)	(1,012,257)	(1,906,865)	(2,511,366)	(548,936)	(118,394)
Ending Balance	3,815,420	3,046,266	1,618,566	2,055,393	2,240,697	2,464,825

Impact fee revenue in this category consists of $175,584 in fees, reimbursement from the County of San Bernardino of $60,515 for a share of the portion of construction costs related to the I-10 Alabama Street Interchange Project, and $106,423 in investment income.

Disbursements consist of $3,512 in administrative charges. Expenses also included $15,727 that was disbursed in connection with the City's cooperative cost-sharing agreement for project management services associated with the I-10 Alabama Street Interchange Project. Capital expenditures were also made from this account in the amount of $99,155 for the I-10 Alabama Street Interchange Project for street construction.

During Fiscal Year 2024-2025, the current cash balance exceeds the cumulative fee collection over the past five years by $1,171,219. As a result, the City must make "findings" in accordance with the requirements of Government Code Section 66006.

Findings:

Monies collected into the Freeway Interchanges Fund, including the existing excess cash, are based on a detailed breakdown of citywide transportation projects needed to mitigate the impacts of new development through the year 2035. The interchange projects are part of the Riverside-San Bernardino Area Comprehensive Transportation Plan Model (CTP Model) by SCAG and San Bernardino County Transportation Authority Nexus Study. These projects are identified by these plans as being needed solely or partially to mitigate the impacts of new development.

Additionally, projects have been approved by the City Council for construction under this program, as a part of Ordinance No. 2968 and the Development Impact Fee Study dated May 2, 2024. The project list includes four (4) interchange projects, whose total costs amount to $153,813,163. Cost sharing with the state and SBCTA is anticipated in order for the projects to be financially feasible.

Below is a partial listing from that study.

- I-10 at Mountain View:
  - 2023 Estimated Cost - $66,631,014
  - New Development Fair Share – 29.63% ($19,742,455)
- I-10 at Wabash
  - 2023 Estimated Cost - $52,338,075
  - New Development Fair Share – 29.63% ($15,507,525)
- I-10 at Live Oak
  - 2023 Estimated Cost - $24,376,459
  - New Development Fair Share – 29.63% ($7,222,630)
- I-10 at 5th Street
  - 2023 Estimated Cost - $10,467,615
  - New Development Fair Share – 29.63% ($3,101,505)

Because development impact fee revenue fluctuates and is difficult to forecast, there is no estimate for the date on which the project will be completed. At this time, no other sources of revenue are projected, but it is anticipated that these projects may be included in future transportation improvement projects brought forth by SBCTA.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

(405) Storm Drain Fund – New development generates additional stormwater runoff by increasing the amount of land that is not penetrable to precipitation. Consequently, new development generates the need for, and benefits from, expanded storm drain facilities. Storm Drain Development Fees have been established per Redlands Municipal Code Chapter 3.56. This chapter establishes the methods of financing the construction of the required storm drain facilities. Fees are established by Ordinance No. 2968.

The following table shows the balances, receipts, and expenditures of the Storm Drain Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	1,985,305	1,975,112	2,118,971	2,405,945	2,545,321	2,764,922
Receipts	227,799	151,397	299,402	206,750	263,236	302,072
Expenditures	(237,992)	(7,538)	(12,428)	(67,373)	(43,634)	(3,400)
Ending Balance	1,975,112	2,118,971	2,405,945	2,545,321	2,764,922	3,063,594

Impact fee revenue in this category consists of $169,981 in fees and $132,091 in investment income.

Disbursements consist of $3,400 in administrative costs.

During Fiscal Year 2024-2025, the current cash balance exceeds the cumulative fee collection over the past five years by $2,148,929. As a result, the City must make "findings" in accordance with the requirements of Government Code Section 66006.

Findings:

New development generates additional stormwater runoff by increasing the amount of land that is not penetrable to precipitation. Consequently, new development generates the need for, and benefits from, expanded storm drain facilities. Fees are to be used on the costs associated with the construction of regional and local facilities, based on the amount of estimated costs allocable to new development and new service population.

In 2014, the City adopted a Drainage Master Plan. The outlines scope and priority of various projects. Timelines for completing these projects are difficult to estimate due mainly to each project's significant costs and the unpredictability of the timing of adequate impact fee revenue. Additionally, projects have been approved by the City Council for construction under this program, as a part of Ordinance No. 2968 and the Development Impact Fee Study dated May 2, 2024.

It is clear all new development in the City will impact the City's current ability to provide drainage systems and flood protection. The discharge capacity of the existing drainage systems is determined by design and in many cases is at design capacity for the appropriate storm event. When capacity is exceeded due to the runoff impacts of new development, the level of flood protection afforded to existing development will be reduced. In other words, if development continues without new

improvements to the drainage systems, the existing facilities would be unable to provide the level of flood protection consistent with City standards.

1. **Reservoir Canyon –** The Reservoir Canyon Channel is the second largest watershed area tributary to downtown. The total project cost is estimated at $16,506,000 allocated to New Development.
2. **Downtown Watershed** – The Downtown watershed consists of the local drainage systems in the downtown area. The total project cost is estimated at $10,206,000 allocated to New Development.
3. **Mill Creek Drainage Area** – This project addresses the Mission Zanja watershed (the largest watershed tributary) and consists of the construction of a retention basin and is one of two major facilities needed to protect the City during a 100-year storm event. When completed, the facility will retain up to 825 acre-feet of water. The total project cost is estimated at $3,740,000 to New Development.

Because development impact fee revenue fluctuates and is difficult to forecast, there is no estimate for the date on which the project will be completed. At this time, no other sources of revenue are projected.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

(508) Water Source Acquisition Fund - The Water Source Acquisition Fund is established per Redlands Municipal Code Chapter 13.40.020 to implement the Redlands General Plan and finance the acquisition of approved water stock and water rights to assist the City in maintaining an adequate supply of water to meet the needs of development requiring water service from the City. Water Source Acquisition charges are established per Section 13.40.040 of the Redlands Municipal Code. Fee amounts are set by Ordinance No. 2968.

The City is reexamining the intent and amount of this development impact fee. The City originally intended this fee to be used for purchasing water shares and water rights from individual shareholders and mutual water companies. However, as California's water rights system has become increasingly complex, acquiring "water rights" is now primarily a state-level action and has effectively ceased at the local level. As such, the City is currently restructuring this impact fee category and its corresponding fee amount to support the pre-purchase of State Water Project water to be recharged into the groundwater basin for future use. A nexus study is currently being developed that will analyze new development's share of such costs and the City will adjust the fee accordingly.

The following table shows the balances, receipts, and expenditures of the Water Source Acquisition Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	753,768	898,102	943,636	1,444,054	1,488,235	1,983,054
Receipts	144,333	45,534	500,418	44,181	494,818	173,566
Expenditures	-	-	-	-	-	-
Ending Balance	898,102	943,363	1,444,054	1,488,235	1,983,054	2,156,620

Receipts include $79,273 in fees and $94,293 in investment income.

There were no disbursements for fiscal year 2024-2025.

During Fiscal Year 2024-2025, the current cash balance exceeds the cumulative fee collection over the past five years by $1,073,222. As a result, the City must make "findings" in accordance with the requirements of Government Code Section 66006.

Findings:

The Water Source Acquisition Fund is intended to provide funds for the purchase of approved water stocks and rights, as set forth in the Redlands Municipal Code. As the City expands its housing stock and non-residential development, it is critical that the City plan on acquiring supplies sufficient, not just to serve development needs, but also to meet its annual groundwater recharge/replenishment requirements, which are affected by new development.

Most recently, this fund was used to repay the Water Fund (501) for an intra-fund loan. The intra-fund loan from the Water Fund (501) was for the purpose of purchasing 2,000 shares of Bear Valley Mutual Water Company Stock for $300,000, which was originally authorized as part of an agreement approved by the City Council on March 1, 2011. The cost to purchase water stock in Fund 508 is allocated in proportion to the benefit for new and existing users.

To date, the City's 2022 Water Systems Master Plan has identified that, as service areas and demands grow, the City may need an additional five to six (5-6) million gallons daily of supply capacity to meet the peak hour demand in 2045. Plans to develop a strategy for water rights purchase is in development and the City anticipates adopting a plan of action during fiscal year 2026 - 2027. To this end, the following sources for water rights and stocks have been identified.

- West Redlands Water Company
- Redlands Water Company
- Crafton Water Company
- Redlands Heights Water Company
- Lugonia Water Company
- South Mountain Water Company
- Bear Valley Mutual Water Company

The City is actively exploring options related to the prepurchase of State Water Project water to recharge the groundwater basin for future use. Currently a nexus study is under development to ascertain the appropriate share of this cost to new development.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

(509) Water Capital Improvement Fund – The Water Capital Improvement Fund is established per Redlands Municipal Code Chapter 3.48 to implement the Redlands General Plan and finance the construction of water capital facilities and improvements to provide new capacity required to serve new development requiring water service from the city. This chapter establishes the methods of collecting fees for financing the construction of water facilities. Fee amounts are set by Ordinance No. 2968.

The following table shows the balances, receipts, and expenditures of the Water Capital Improvement Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	-	-	-	-	-	-
Receipts	1,132,991	772,122	1,624,228	574,653	1,518,682	991,463
Expenditures	(1,132,991)	(772,122)	(1,624,228)	(574,693)	(1,518,682)	(991,463)
Ending Balance	-	-	-	-	-	-

Receipts include $991,463 in fees.

Disbursements include payment to the Water Fund (501) in the amount of $991,463. This represents a 55% share of the Water Fund's capital improvement plan spending; the Water Fund provides the remaining 45%.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

(519) Solid Waste Capital Improvement Fund - The Solid Waste Capital Improvement Fund is established per the Redlands Municipal Code Chapter 3.70 to implement the Redlands General Plan and finance the cost of solid waste capital facilities and equipment to provide added capacity required to serve new development requiring solid waste service from the city. Included are landfill, material recovery and transfer station facilities, solid waste collection equipment, transfer equipment, and other capital facilities equipment. Fee amounts are set by Ordinance No. 2968.

The following table shows the balances, receipts, and expenditures of the Solid Waste Capital Improvement Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	4,556,559	4,452,524	5,157,797	4,352,597	4,691,907	3,982,958
Receipts	453,305	163,410	284,311	339,309	422,826	308,366
Expenditures	(557,340)	(15,477)	(1,089,511)	-	(1,131,774)	(1,441,769)
Ending Balance	4,452,524	4,600,457	4,352,597	4,691,907	3,982,958	2,849,555

Receipts include $88,151 in fees and $220,215 in investment income.

Disbursements include $1,131,774 for the purchase of three (3) solid waste collection vehicles used on residential and commercial routes. These new vehicles expand the number of routes driven by solid waste collections in order to support the growth in residential and commercial development over the past several years.

The current cash balance exceeds the cumulative fee collection over the past five years by $1,485,143. As a result, the City must make "findings" in accordance with the requirements of Government Code Section 66006.

Findings:

Monies collected into the Solid Waste Capital Improvements Fund, including the existing excess cash, are expected to be used for the developer-paid portion of major capital improvements. The project list includes capital improvement projects as well as capital equipment replacement, with a total estimated cost allocated to new development of approximately $2,660,000.

1. **Phase V landfill expansion** (FY 2027) –costs estimated at approximately $8 million. New Development Fair Share – 20% ($1,600,000).
2. **Expansion of the landfill gas recovery & flare systems** (FY 2026-2028) – these projects are necessary to provide extraction and collection on landfill expansion areas as well as capital improvement to the existing systems in order to maintain regulatory compliance with State and Federal requirements. Estimated costs depend on the scope of the project and are estimated at $1,500,000 to $2,000,000 for construction and engineering. New Development Fair Share – 20% per project ($300,000 - $400,000).
3. **Landfill operation heavy equipment** (ongoing) the projected expense for capital replacement of landfill equipment ranges from $1.5 to 2.3 million dollars and covers off-road vehicles such as Loaders, Scrapers and Compactors as well as on-road vehicles such as Fuel Trucks and Water Trucks. New Development Fair Share – 20% per project ($300,000 - $460,000).

The estimated time for completion of these projects and purchases is FY 2026 - 2028 for the landfill operation heavy equipment and the landfill gas recovery & flare systems. The completion of the Phase V landfill expansion is dependent on the rate at which the current phase is filled, but estimates indicate

it may start as early as FY 2026, but it is more likely that the project will be started in FY 2027 and completed in FY 2028.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

(529) Sewer Capital Improvement Fund - The Sewer Capital Improvement Fund is established per Redlands Municipal Code Chapter 3.44 to implement the Redlands General Plan and finance the construction of wastewater capital facilities to provide added capacity required to serve new development requiring sewer service from the City. Included are wastewater treatment plant facilities, sewer trunk lines sized larger than the eight-inch local collection mains and appurtenances used to serve property frontage, and other capital facilities and appurtenances. Fee amounts are set by Ordinance No. 2968.

The following table shows the balances, receipts, and expenditures of the Sewer Capital Improvement Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	5,041,145	6,115,482	-	1,594,334	1,829,742	3,220,667
Receipts	1,275,108	845,212	1,650,192	568,884	1,591,696	703,573
Expenditures	(200,771)	(6,960,694)	(55,858)	(333,475)	(200,771)	(200,771)
Ending Balance	6,115,482	-	1,594,334	1,829,742	3,220,667	3,723,470

Receipts include $541,047 in fees and $162,526 in investment income.

Disbursements include a payment to the Wastewater Debt Service Fund (521) in the amount of $200,771. This represents a 55% share of that fund's debt service, with the Water Operating Fund picking up the other 45% share of debt service. This debt financed the construction of advanced wastewater treatment facilities at the City's existing Wastewater Treatment Plant. The note carries an annual interest rate of 2.5 percent. The note matures in November 2025.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

(532) Nonpotable Capital Improvement Fund - The Nonpotable Capital Improvement Fund is established per the Redlands Municipal Code Chapter 3.53 to implement the Redlands General Plan and finance the construction of nonpotable capital facilities to provide added capacity required to serve new development requiring nonpotable water service from the City. Included are mains and appurtenances used to serve property frontage, and other capital facilities and appurtenances. Fee amounts are set by Ordinance No. 2968.

The following table shows the balances, receipts, and expenditures of the Nonpotable Capital Improvement Fund for the current and last five fiscal years:

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Beg. Balance	1,254,427	1,331,477	1,536,923	1,514,107	1,298,730	1,243,017
Receipts	77,050	205,446	30,445	128,615	201,951	257,263
Expenditures	-	-	(53,262)	(343,992)	(257,664)	(54,053)
Ending Balance	1,331,477	1,536,923	1,514,107	1,298,730	1,243,017	1,455,584

Receipts include $195,984 in fees and $61,279 in investment income.

Disbursements include $54,053 expended on engineering, hydraulic modeling and supply & demand analysis related to the Recycled Water Distribution Expansion project. This project should be completed in late calendar year 2026.

The current cash balance exceeds the cumulative fee collection over the past five years by $897,813. As a result, the City must make “findings” in accordance with the requirements of Government Code Section 66006.

Findings:

Monies collected into the Nonpotable Capital Improvements Fund, including the existing excess cash, are expected to be used for several projects that will enhance and expand the nonpotable water distribution system pressure zones. Specifically, major projects under evaluation include:

1. Construction of a nonpotable reservoir, booster station and pipeline needed to operate Pressure Zones 1350 and 1570. These two pressure zones are the City’s two lowest and, as such, are particularly sensitive to increases in demand from new growth and development. Cost estimates for the project total $4.8 million.

Because development impact fee revenue fluctuates and is difficult to forecast, there is no estimate for the date on which the project will be completed. At this time, no other sources of revenue are projected.

No refunds of fees are required, and none have been made during Fiscal Year 2024-2025.

City Council Meeting **H. 10.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Agreement with KNN Public Finance, LLC to extend the term of the agreement to October 2027 to allow for continued financial advisory services (Management Services/Finance Director Garcia)

MOTION(S):

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

I move approval of the First Amendment to the Agreement with KNN Public Finance, LLC.

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to the Agreement with KNN Public Finance, LLC to extend the term of the agreement by eighteen (18) months, update the firm's fee schedule, and incorporate fixed transaction fees applicable to the City's upcoming debt issuance.

DISCUSSION:

The City of Redlands entered into a Professional Services Agreement with KNN Public Finance, LLC in April 2021 to provide municipal and financial advisory services related to the City's capital financing, debt management, and related municipal financing activities.

The current agreement is set to expire in April 2026. KNN has been instrumental in assisting the City with various debt planning and financial advisory efforts, including the preliminary structuring and financing strategy for the planned issuance of Certificates of Participation (COPs) to fund the construction of two key public safety facilities:

- Safety Hall (new Police Department headquarters); and
- Fire Station No. 264 (construction of a permanent facility).

The combined financing for these projects is expected to range between $70 million and $105 million.

In order to ensure continuity of service through completion of the anticipated debt issuance, staff recommends extending KNN's agreement by eighteen (18) months, from April 2026 through October 2027. This extension will allow sufficient time to complete the following:

- Debt structuring, Council workshops, and public meetings;
- Transaction documentation and closing process;
- Post-issuance reporting and continuing disclosure; and
- Procurement of a successor financial advisory services agreement, whether with KNN or through a new competitive selection process.

The amendment will also update KNN's compensation structure. The firm's current hourly rate and fixed transaction fee schedule (set forth in Exhibit "B" of the agreement) will be replaced with a revised fee schedule, which will apply from the effective date of the amendment through the end of the extended term.

The revised fee schedule reflects approximately a 20% increase over the rates established in the first year of the agreement (April 2021). The original agreement provided for annual rate adjustments of about three percent (3%), which would equate to roughly a 15% cumulative increase through 2025. The proposed adjustment therefore represents a modest escalation of about five percent (5%) beyond the compounded rate of the prior schedule, consistent with market trends for professional financial advisory services over the same period.

The amendment will also add reference to the fixed transaction fee under the agreement's Compensation Article (Section 5.1), clarifying that all services related to the upcoming financing transaction will be covered under these fixed fees.

All other terms and conditions of the existing agreement will remain unchanged.

ALTERNATIVES:

The City Council may decline to approve the amendment and direct staff to immediately initiate a new procurement process for municipal advisory services. However, doing so could delay the planned financing schedule and create discontinuity in advisory services during the critical pre-issuance and closing stages of the COP transaction.

STRATEGIC PLAN:

Priority B — Public Health & Safety: Complete steps to prepare for construction of a police station.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

Fiscal Impact

Fiscal Year:	FY 2026
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

Costs associated with this amendment are anticipated to be funded through the proceeds of the COP issuance, as permitted under applicable bond regulations. No General Fund impact is anticipated for the advisory services related to this transaction.

Attachments

KNN Public Finance Agreement April 2021

First Amendment to KNN Public Finance Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of municipal advisory services ("Agreement") is made and entered in this 20th day of April, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and KNN Public Finance, a Limited Liability Company. ("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 municipal finance consulting services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Danielle Garcia, Management Services and Finance 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. The initial term of this Agreement shall be for a period of three (3) years 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 hereof, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and any Extended Terms are collectively defined to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The total compensation for Consultant's performance of the Services shall not exceed two hundred and fifty thousand ($250,000) during the Term of this Agreement. City shall pay Consultant on a time and materials basis, up to the not to exceed amount, in accordance with Exhibit "B," titled "Fee Schedule Title," which is attached hereto and incorporated herein by this reference.

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

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, 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:

Mark T. Young, Managing Director
KNN Public Finance, LLC
5901 W. Century Blvd., Suite 750
Los Angeles, CA 90045
myoung@knninc.com
Phone: 310-348-2901

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

7.4 Consultant's regulatory disclosures are provided as an Exhibit "D."

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account

only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

KNN PUBLIC FINANCE, LLC

By: _____
Mark T. Young, Managing Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Overview

Consultant will act as an independent Municipal Advisor and economic market expert, and provide financial advice and analysis, and assist on debt issuance, structuring, timing of issuance, call provision options, rating matters, and on existing and proposed financial arrangements on an as-needed basis. The Municipal Advisor may also be called upon to provide municipal advisory services during the course of the fiscal year for other financings that the City may undertake as well as any other 'on call' advisory services including but not limited to strategic planning, capital project analysis, and financial alternatives.

Specifically, the municipal advisor may, on an as-needed basis, perform the following services:

General Financial Assistance

- Work with City staff to review and provide advice on operational budgets and funding plans.
- Assist in appropriate continuing disclosure process for some or all of the City's outstanding obligations requiring annual filings and event notices.
- Review and assist staff in responding to general questions related to public finance.
- Assist staff with reports or information items relating to financing strategies or opportunities.
- Respond to general inquiries from staff.

Planning

- In coordination with City staff, prepare a Five-Year Financial Plan to identify known and/or anticipated factors that may have a significant effect on the City's General Fund spending.
- Develop and recommend financing structure options, including the preparation of financing plans and analyses.
- Perform special projects, including assisting debt structuring & debt affordability analysis.
- Provide information, judgements, and forecasts regarding economic, capital market and money market conditions as applicable to the City's ability to borrow money.
- Provide continuing updates and advice on the impact of current or proposed state or federal legislation and market conditions that could affect the City's financial plans.
- Prepare analytical data and/or projections related to internal evaluations of capital projects and City liabilities including outstanding indebtedness.
- Assist in developing capital financing plans for equipment and other assets.
- Develop financial analyses and special reports as requested.
- Work with City to determine budget and tax impact of bonding scenarios, debt capacity analysis, and credit benchmarks.
- Work with City to update its debt policy to reflect new debt, plans, and market changes.

Debt Strategy

- Develop and recommend financing structure options, including the preparation of financing plans and analyses.
- Develop rating agency strategy, prepare rating agency presentation material, schedule meetings with rating agencies, organize and coordinate Council and staff rehearsals and presentations, coordinate itinerary for rating agency visits as required.
- Review and evaluate the City's existing capital financing plans and work closely with the Director to review any borrowing strategies included therein.
- Assist with new revenue/refunding bond issuances, evaluate financing structure, pricing, rating and reserve requirements, formulate relevant forecasts and quantitative models.
- Serve as the City's bond market expert, including tax-exempt and taxable markets, fixed rate and variable markets, and provide ongoing analysis of current and upcoming trends and events in these and related areas.
- Periodically monitor outstanding debt issues for refunding opportunities, update staff and executive management on findings and advise when and when not to issue refunding bonds based on savings analysis and market trends.
- Advise on methods of debt sales (where appropriate).
- Provide advice on approaches to ratings and assist with rating presentations and the preparation of the presentation.
- Assist in preparing and reviewing documents, including preliminary and final official statements.
- Conduct pre-marketing of issues (competitive sale).
- Evaluate bids, including accuracy of TIC calculation, and recommend award (competitive sale).
- Review pricing, underwriter roles, and allocation of bonds (negotiated sale).
- Coordinate closing arrangements with the City, bond counsel and underwriter.
- Assist the Director in coordinating receipt and disbursement of funds on the settlement date.
- Provide advice on investment of bond proceeds and compliance with arbitrage regulations, and guidance on post-issuance compliance.
- Prepare and update a debt amortization schedule for new and existing debt at the request of the Director.
- Assist the City in securing, or providing, Paying Agent services for bonds and notes.
- Assist the City in preparing and managing the procurement of other debt-related services as needed.
- Should circumstances require municipal bond insurance, assist the City in coverage qualification and, if necessary, making presentations to municipal bond insurance companies. Analyze premium costs and the impact on the financing rate.

Policy Development

- Assist staff by evaluating program proposals or changes in policy.
- Review of practices and policies and recommended steps that can be taken to improve city's fiscal health and programs.

- Assist with benchmarking against other municipalities.
- Coordinate relationship with rating agencies.

Bond Sales

- Coordinate the tasks, responsibilities, and dates for completing activities leading up to a bond sale with the City's financing team;
- Assist the City in preparing and managing the procurement of other financing members as needed.
- Attend in person or by phone all organizational, document review, and special meetings related to a bond financing;
- Evaluate, advise, and consult with the City and bond counsel regarding financial and non-financial bond covenants of the bond issue;
- Assist in furnishing materials / data to rating agencies, bond insurers, and letter of credit providers;
- Assist in structuring bond transactions;
- Assist in team discussions in conjunction with bond counsel on form, content, and sufficiency of information in the preliminary and final official statements;
- Assist in preparing preliminary and final official statements in conjunction with bond counsel;
- Coordinate paying agent, escrow, advertising, and any other services necessary for the bond sale;
- Provide advice on approaches to ratings and facilitate the presentations to ratings agencies; and
- Evaluate the use and obtain bids for credit enhancements, when appropriate.

Competitive Sales

- Coordination of pre-sale publicity, call for bids, evaluation of bids, recommendations regarding sufficiency of bids and awarding of bonds.

Negotiated Sales

- Coordinate pricing meetings and offerings of negotiated issues;
- Recommend structure of underwriting teams; i.e., co-managers, selling group, syndicate, etc.;
- Recommend timing of bond pricing; and
- Review, monitor and advise the City regarding proposed negotiated interest rates, spreads and underwriter compensation.

Bond Closing

- Prepare closing memorandum with bond counsel to confirm activities at the closing and role of each party;
- Assist in evaluating the investment of bond proceeds (where applicable) for construction fund, debt service, fund, escrow, etc.; and

- Assist with the allocation of debt service principal and interest from a bond sale to the underlying borrowings at high level.

Public Meetings

- Prepare and deliver presentations designed to facilitate an understanding of public sector financing and its implications to public officials and residents.

Post-Issuance Assistance

- Review the City's CAFR for adequacy of meeting continuing disclosure requirements;
- Assist in appropriate continuing disclosure process for some or all of the City's outstanding obligations requiring annual filings and event notices;
    - Provide advice related to compliance with arbitrage regulations.

EXHIBIT "B"

FEE SCHEDULE

Consultant's fees for such Services will be based upon the following hourly rates schedule:

Title	Hourly Fee*
Managing Director	$345
Director	$325
Vice President	$295
Assistant Vice President	$275
Associate	$245
Analyst	$205
*Subject to annual increases not-to-exceed 3% a year with written approval from the City.	

The following fixed transactions fees for debt offerings are separate from the hourly compensation capped annually at $50,000 and will be billed in the event the City requires these services. Fixed transaction fees, including reimbursement of out-of-pocket expenses, are payable from bond proceeds and contingent on the closing of a transaction.

Transaction Type	Fee Range
General Obligation Bonds	$35,000 - $60,000
Lease Revenue Bonds or COPs	$35,000 - $60,000
Enterprise Revenue Bonds	$35,000 - $60,000
Refunding Tax Allocation Bonds	$40,000 - $65,000
Special Assessment Bonds	$45,000 - $70,000
Mello-Roos Bonds	$45,000 - $70,000
Pension Obligation Bonds	$45,000 - $80,000

Reimbursement for a limited number of out-of-pocket expenses, such as conference call services, color copying and statistical data obtained from outside sources, as well as air travel and hotels if necessary, will be capped at $2,500.

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

KNN PUBLIC FINANCE, LLC

By: _____
Mark T. Young, Managing Director

Date: 4/20/21

EXHIBIT "D"

Disclosures Pursuant to MSRB Rules G-42 and G-10

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties on Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary Events of KNN Public Finance, LLC ("KNN Public Finance") and its associated persons.

Conflicts of Interest

Other Municipal Advisor Relationships. KNN serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another KNN client. For example, KNN serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it will to your entity, if hired. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, KNN could potentially face a conflict of interest arising from these competing client interests. KNN fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

Compensation. KNN Public Finance represents that in connection with the issuance of municipal securities, KNN Public Finance may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN Public Finance hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN Public Finance's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair KNN Public Finance's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If KNN Public Finance becomes aware of any additional potential or actual conflict of interest after this disclosure, KNN Public Finance will disclose the detailed information in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

KNN Public Finance, LLC, has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN's municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access

KNN Public Finance's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at http://brokercheck.finra.org. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on KNN Public Finance's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

Additional Disclosures - MSRB Rule G-10

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

a) KNN Public Finance, LLC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

b) Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, City of Redlands may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

City Council Meeting

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AGENDA ITEM NO. J.2.

Meeting Date: 04/20/2021

SUBJECT:

Consideration of an agreement with KNN Public Finance, LLC for the provision of municipal advisory services in an amount not-to-exceed $150,000 for a period of three years, with two additional one-year options for a total agreement amount not-to-exceed $250,000 for five years (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve the agreement with KNN Public Finance, LLC for the provision of municipal advisory services.

RECOMMENDATION:

Staff recommends the City Council approve the agreement with KNN Public Finance, LLC for the provision of municipal advisory services in an amount not-to-exceed $150,000 for a period of three (3) years, with two one-year options to extend under the same terms at an amount not-to-exceed $50,000 per year, for a total not-to-exceed amount of $250,000 for a period of five (5) years.

DISCUSSION:

On November 12, 2020, staff advertised a Request for Proposals (RFP) for municipal advisory services. The City received a total of five (5) responses to its RFP. Staff reviewed each proposal and ranked it on the basis of experience and ability to perform the services as well as cost proposed for providing the service.

After reaching a consensus on the top two ranked firms, staff held interviews with each firm. The goal of the interview process was to assess each firm's approach with respect to the specific services the City will most likely engage them in over the course of the next three years. After the interviews were concluded, it was determined that KNN Public Finance, LLC was ranked the highest out of the two firms based on their depth of experience, the precision with which they responded to the staff's questions during the interview, and their innovative approach to strategic financial planning.

Staff is recommending approval of the agreement with KNN Public Finance, LLC to provide municipal advisory services. Examples of such include:

- Assisting the City in preparation of a Five-Year Financial Plan
- Reviewing and evaluating the City's existing capital financing plans
- Assisting in the City's credit rating process and presentations
- Providing information, judgments, and forecasts regarding economic, capital market and money market conditions as applicable
- Assisting in the development of financial policies to meet modern standards, including new regulatory requirements
- Advising the City on debt refunding opportunities

Under the agreement, expenses will be billed according to the rate schedule included in Exhibit "B" of the agreement on a time and materials basis. The total costs of the services shall not exceed a total of $50,000 per year during the terms of the agreement. Additional costs under this agreement for transaction-related services may be authorized by the City Manager according to the fee schedule for the same listed in Exhibit B, if and when the need for such additional service arises.

ALTERNATIVES:

The City Council may choose to reject, modify or table this item.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

Fiscal Impact
Fiscal Year: FY 2021
Discussion:
If approved, the agreement would allow for the provision of services on an as-needed basis up to an amount not-to-exceed $50,000 annually for a period of five (5) years. Partial funding for the agreement is included in the Management Services Budget for Fiscal Year 2020-21. Funding for subsequent years of the agreement will be included in future budget requests.

Staff does not anticipate requiring $50,000 each year to fulfill the need for such advisory services, but in order to provide for the "as-needed" nature of these efforts, a $50,000 limit will help facilitate an efficient engagement with the consulting firm.

Attachments

Agreement with KNN Public Finance

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primary intent of the ordinance was to allow flexibility in adjusting hours, specifically related to the Skatepark, and give the City options to adapt to different circumstances, such as construction or unknown variables. It was not intended to modify and adjust park hours on a larger scale.

On motion of Council Member Paul Foster, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council adopted, by roll call vote, Ordinance No. 2919, amending Chapter 12.44 of the Redlands Municipal Code relating to rules and regulations for City parks and the Redlands Skatepark.

Vote: 3 - 2 Passed

NAY: Council Member Denise Davis
Council Member Jenna Guzman-Lowery

NEW BUSINESS

CIP Water Pipeline Replacement Project Contract Award

Municipal Utilities and Engineering Director Harris presented background of a contract with Tryco General Engineering for the construction of the FY 20/21 CIP Water Pipeline Replacement Project. The Project includes the replacement of water pipelines that are deteriorated and have exceeded their anticipated service lives. Pipelines to be replaced were selected based on maintenance history, inspection records, and coordination with future paving improvements. Following the replacement of the pipelines, streets will be resurfaced with the PMP 2020 Street Improvement Project.

On motion of Council Member Paul Foster, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously determined, by roll call vote, that the project is categorically exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act; and approved an award of contract with Tryco General Engineering for the construction of the FY 20/21 CIP Water Pipeline Replacement Project in an amount of $2,025,170.

Vote: 5 - 0 Passed

Municipal Advisory Services Agreement

Management Services/Finance Director Garcia explained the need for an agreement with KNN Public Finance, LLC for the provision of municipal advisory services. Examples include: assisting the City in preparation of a Five-Year Financial Plan, reviewing and evaluating the City's existing capital financing plans, assisting in the City's credit rating process and presentations, providing information, judgments, and forecasts regarding economic, capital market and money market conditions as applicable, assisting in the development of financial policies to meet modern standards, including new regulatory requirements and advising the City on debt refunding opportunities.

On motion of Council Member Paul Foster, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, an agreement with KNN Public Finance, LLC for the provision of municipal advisory services in an amount not-to-exceed $150,000 for a period of three years, with two additional one-year options for a total agreement amount not-to-exceed $250,000 for five years.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Barich was honored to witness the collaborative efforts of the Fire Department and community partners as vaccination number 25,000 was successfully administered on April 20, 2021. What a great achievement and he was very proud to be a part of the day.

ADJOURNMENT

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for professional services ("Agreement"), dated April 20, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and KNN Public Finance, LLC, a California limited liability company ("Consultant"), is made and entered into this 16th day of December, 2025.

RECITALS

WHEREAS, the City and Consultant entered into the Agreement on April 20, 2021, under which Consultant provides municipal and financial advisory services related to the City's capital financing, debt management and related financial advisory needs; and

WHEREAS, the Agreement is currently set to expire in April 2026; and

WHEREAS, the City anticipates the issuance of Certificates of Participation (COPs) to finance the construction of the City's Safety Hall and Fire Station No. 264, with an estimated financing amount ranging from $70 million to $105 million; and

WHEREAS, to ensure continuity of service through completion of the financing transaction, closing process, post-issuance work and procurement of future advisory services, the City desires to extend the Agreement by eighteen (18) months, through October 2027; and

WHEREAS, the City and Consultant further desire to amend the Agreement to update the compensation terms with a revised fee schedule reflecting updated hourly and fixed-transaction fees, and to add reference to the fixed-transaction fee within the Compensation Article of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Article 4 ("Performance of Services") subsection 4.1 of the Agreement, is hereby amended to read as follows:

"4.1 Consultant shall perform and complete the Services in a prompt and diligent manner. The initial term of this agreement shall be for a period of three (3) years 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 and one (1) additional 18-month term (each, an "Extended Term") on the same terms and conditions hereof, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and any Extended Terms are collectively defined to herein as the "Term" of this Agreement."

Section 2. The "Fee Schedule" set forth in Exhibit "B" of the Agreement is hereby amended as set forth in Attachment "1," which is attached hereto and incorporated herein by this reference.

Section 3. 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 December 16, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

KNN PUBLIC FINANCE, LLC

By: _____
Mark T. Young, Managing Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT “1”
EXHIBIT "B"
FEE SCHEDULE

Consultant’s fees for such Services will be based upon the following hourly rates schedule:

Title	Hourly Fee*
Managing Director	$395
Director	$375
Vice President	$350
Assistant Vice President	$325
Associate	$300
Analyst	$275
*Subject to annual increases not-to-exceed 3% a year with written approval from the City.	

Hourly compensation will be capped annually at $50,000.

The following fixed transactions fees for debt offerings are separate from the hourly compensation and will be billed in the event the City requires these services. Fixed transaction fees, including reimbursement of out-of-pocket expenses, are contingent on the closing of a transaction. Contingent fee structures do raise a potential conflict of interest, which is addressed in our MSRB G-42 disclosure statement attached.

Transaction Type	Fee Range
General Obligation Bonds	$35,000 - $60,000
Lease Revenue Bonds or COPs	$35,000 - $80,000
Enterprise Revenue Bonds	$35,000 - $60,000
Refunding Tax Allocation Bonds	$40,000 - $65,000
Special Assessment Bonds	$45,000 - $70,000
Mello-Roos Bonds	$45,000 - $70,000
Pension Obligation Bonds	$45,000 - $80,000

Reimbursement for a limited number of out-of-pocket expenses, such as conference call services, color copying and statistical data obtained from outside sources, as well as air travel and hotels if necessary, will be capped at $2,500 per transaction / debt offering.

City Council Meeting **H. 11.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Agreement with NewEdge Services, LLC, to increase the total compensation by an amount not to exceed $154,900, to implement system improvements to the City's permitting software, Cityworks (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve the First Amendment to the Agreement with NewEdge Services, LLC. to increase the total compensation by an amount not to exceed $154,900, to implement system improvements identified in the Cityworks Business Process Review.

RECOMMENDATION:

Staff recommends that Council approve the First Amendment to the Professional Services Agreement with NewEdge Services, LLC, to increase the total compensation by an amount not to exceed $154,900, to implement the system configuration, integration and workflow improvements identified in the Cityworks Business Process Review, representing the implementation phase of the solutions recommended under the initial engagement.

DISCUSSION:

On May 20, 2025, the City Council approved a sole source Professional Services Agreement with NewEdge Services, LLC to provide integration and consulting services between the City's permitting software (Cityworks PLL) and financial software (Tyler Munis ERP). As noted in that staff report, the agreement included an option to extend the scope for future related services upon completion of NewEdge's initial assessment. Staff anticipated that

additional professional services would be required once NewEdge completed a more in-depth review of the City's business processes and technical configurations across departments.

Since the Council's approval, NewEdge has made significant progress on the initial phase of work, including a comprehensive Business Process Review of Cityworks AMS and PLL environments. That review, conducted in September 2025, identified specific configuration changes and workflow improvements needed to achieve the City's long-term objectives: enabling online permit payments, strengthening integrations with ProjectDox (the City's electronic plan review software) and Tyler Munis ERP, and improving workflow efficiency and data integrity across departments.

Based on the results of that assessment, staff now recommends amending the agreement with NewEdge Services to include additional professional services necessary to implement the prioritized items identified in the Business Process Review. These new tasks include:

- Reconfiguration of fees and application data to align with the City's adopted fee schedule and eliminating unsupported database triggers;
- Upgrading and testing of production environments for the latest version of Cityworks (23.x), including migration of Fire Inspections into the unified Cityworks site;
- Integration planning for Tyler Munis ERP and ProjectDox, including discovery and testing phases for a payment gateway and review of workflow connectivity; and
- Workflow and notification improvements across permitting, engineering and fire processes to streamline online payments and enhance customer communication.

Together, these services will directly support the City's objective of enabling end-to-end digital permitting with online payment capability, a streamlined customer experience and improved internal coordination between Development Services, Fire, and Finance.

Staff finds the proposed pricing from NewEdge Services, LLC to be reasonable and appropriate for the level of work proposed. The City has already realized measurable value through the Business Process Review and the quality of technical direction, documentation and recommendations received to date. Comparable proposals from other firms for developing a Cityworks improvement or modernization plan alone—not including any implementation—have equaled or exceeded the total cost of this amendment, which covers actual configuration and system implementation. The pricing for this amendment is based on the same hourly rates established in the original agreement approved earlier this year.

The total cost for the additional scope of services is based on time-and-materials, following the firm's hourly rate schedule, and will be funded

through existing appropriations in the IT Division's budget.

ALTERNATIVES:

The Council may choose to modify, reject or table this item.

STRATEGIC PLAN:

Services provided under this amendment will facilitate Strategic Goal A-2 (Economic Vitality): Implement an electronic plan review and permitting process, in that electronic plan review requires online payment options through Cityworks.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

Fiscal Impact

Fiscal Year:	FY 2026
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$154,900

Discussion:

Approval of this amendment increases the not-to-exceed amount of the agreement by $154,900, for a revised total contract amount not to exceed $214,200. The amendment establishes a maximum authorization only; actual expenditures will be billed on a time-and-materials basis and are expected to be less than the not-to-exceed amount. Funding is available in the adopted IT Division budget.

Attachments

NewEdge Services LLC Agreement 5-20-2025
First Amendment to Agreement with NewEdge Services LLC

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Cityworks Consulting Services ("Agreement") is made and entered in this 20th day of May, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and NewEdge Services, LLC, a Texas limited liability company ("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 Cityworks Consulting 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 Danielle Garcia, Management Services/Finance 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.

4.2 The Initial 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 four (4) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: The compensation for Consultant's performance of the Services shall not exceed the amount of Forty Seven Thousand Three Hundred Dollars ($47,300) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Three Thousand Dollars ($3,000) for each of the four (4) Extended Terms, bringing the total possible amount of compensation to a not-to-exceed amount of Fifty Nine Thousand Three Hundred dollars ($59,300). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Cost Summary and Rates," which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Laura Carr, Chief Operating Officer
NewEdge Services, LLC
9191 Kyser Way, Suite 103
Frisco, TX 75033
lcarr@newedgeservices.com
Phone: (469) 888-5044
Fax: (214) 705-1573

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and

litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

NEWEDGE SERVICES, LLC

By: _____
Laura Carr, Chief Operating Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Item	Description
1.0	**Cityworks Application Business Process Review**

The NewEdge team understands the City of Redlands is looking for a qualified, experienced Trimble Business Partner to evaluate the current Cityworks environment.

The NewEdge team understands the client desires a consultant that will work closely with personnel to understand the present and future goals for the use of the Cityworks software and recommend how to remedy the deficiencies in the current system and provide a roadmap of the Cityworks software. This health check does not include the implementation of new divisions or departments.

Tasks / Deliverables for the NewEdge Health Check include the following:

- Kickoff Meeting
- NewEdge Virtual Process Review Workshop
    - o Review of the current Cityworks database configuration and user interface,
    - o Review of the GIS data and how it is configured to work with the Cityworks software
    - o Review of business processes and workflows within the divisions currently using Cityworks
    - o Review of the Cityworks database to ensure those processes are configured correctly.
- Assessment report that will include recommendations for database configuration changes, workflow processes, field deployment, training and reporting needs and will include cost estimates for these tasks.
- Delivery of assessment report - NewEdge staff will meet with each division interviewed in the workshops and provide an overview of the assessment report.

NewEdge has met with the City of Redlands staff and understands there are key functions that they would like NewEdge to take into account while performing the review. These include:

- Primary Target of preparing Cityworks PLL to accept on-line payments via Invoice Cloud. NewEdge will work with the City and Invoice Cloud to understand how the integration is being configured and implemented.
- There are currently 2 instances of Cityworks configured at the City, one for Fire (AMS for inspections) and one for Development Services (PLL). City staff would like to look at consolidating these into 1 instance.
- Issues with ProjectDox and the webhooks used to integrate ProjectDox with Cityworks

From the kickoff meeting to delivery of the Assessment Report, the project should take approximately 6 weeks months. The NewEdge project manager will generate a more detailed schedule upon receiving a notice to proceed.

1.1 Upgrade of the Cityworks Software to Version 23.x

NewEdge staff will perform an upgrade of the client's Cityworks software to Version 23.x. NewEdge understands the City is currently running two instances of the Cityworks software that will be migrated into one instance under this task. Fire uses Cityworks Server AMS for Fire Inspections and while Development Services uses Cityworks Server PLL for permitting. Both instances are in separate application environments and different versions of the software. The goal of this task will be to combine the two instances into one Cityworks database environment and upgrade to the current version of Cityworks 23.x. All users will remain in the Office Companion environment. This project will consist of the following tasks:

- Kickoff Meeting via conference call
- Upgrade of Cityworks Server AMS in the current environment.
- Upgrade of the Cityworks test PLL environment
- Migration of the Cityworks Server AMS data into the PLL environment in test
- Upgrade of the Cityworks production environment.

NewEdge staff will remote desktop or VPN into the Cityworks test environment to upgrade the Cityworks software to the new version. Client staff will have 30 days for testing the upgraded application.

Once thoroughly tested in the test environment, NewEdge staff will upgrade the production environment. The upgrade will need to occur off-hours and preferably over a weekend so as not to disrupt the use of Cityworks. NewEdge staff will be available the following day of the upgrade to support any issues.

Third party integrations, such as Citizen Engagement, CCTV or custom integrations with financial or human resources software, will be thoroughly tested by the client.
For all tasks IT and Database staff should be available to address questions and assist with network/communication issues if they should arise.

Cityworks 23 is a new platform for the Cityworks software. Due to differences in the application frameworks, Office and Respond, an upgrade to Cityworks 23 will require users to run two different sites. Clients using only Office, now called Office Companion, or Respond will see no differences in their use of Cityworks. For clients using Office and Respond, users will have to log in and out of each application to access the interface.

Running Crystal Reports can only occur in the Office Companion environment. Respond only users with Crystal Templates will need to either migrate those reports to the report writer in Respond, ActiveReports, or switch between the two interfaces to run Crystal reports.

2.0 Munis Integration for Payments Received through Cityworks PLL

Identified Integrations between Cityworks and Third-Party Software

- Munis and Cityworks Server PLL Integration
  Fees received through PLL would be automatically pushed to the appropriate GL accounts in the Munis financial software.

Costs identified in this section are for the Discovery and Requirements phase only. This is an upfront cost that will be billed upon receiving the notice to proceed. NewEdge will then start working with both the client and the third party software to identify integration methods (database to database, API, etc) and start documenting the client requirements for the integration.

See section below for more details on the NewEdge methodology, schedule and costs for the Third Party Integration Services.

Goal / Purpose of Integrations:

The goal of NewEdge integration services between Cityworks and third-party applications is to eliminate the manual or paper processes that occur when a trigger or work process occurs in one application and requires action to be taken in another application. Example being money/fees collected through the PLL software are either delivered to finance in a report or csv file. This report and/or the csv file must be reviewed and then the information is either entered manually or imported from the csv file.

Workflow:

The general workflow for such communication between software systems is that data is entered into one system then printed, emailed or a phone call occurs to initiate the work. Work performed is recorded in Cityworks fees either received through the PLL Public Access module (InvoiceCloud) or entered into PLL and then manually documented on printouts delivered to finance.

Integrations relieve the paper delivery/pick-up and the dual entry by departmental or division personnel. The workflow for most integrations with a 3rd party software and Cityworks can be streamlined to the following:

Deliverables for Each Integration

- ☐ Discovery / Requirements Phase
- ☐ Web Service to run Cityworks APIs
- ☐ Windows Service

☐ Tables in the Cityworks database (if required)
☐ Trigger on Cityworks database table (would be used for instantaneous push/pull of data)
☐ Program for cleanup should issues occur (can also run as a scheduled task)

The Discovery / Requirements Phase will be an opportunity to evaluate the methodology for the requested integration(s). This is the time that NewEdge staff will work with the 3rd party software to determine:

- Does the 3rd party have established APIs or will they be developing them during the project
- Can the 3rd party provide documentation on their APIs
- If no APIs – what will be the integration methodology such as database to database triggers or export/import operations.
- Does the 3rd party software have developers available to NewEdge staff and what will that cost be to the client

Once the methodology of the integration is established, NewEdge staff will conduct a requirement meeting with the client to review the data that will be pushed and pulled between the two systems.

Schedule:
Upon receiving a notice to proceed, NewEdge staff will work with client staff to contact the 3rd party software vendor and begin discussions on integration methodology. Once this is complete, NewEdge can then schedule the requirements meeting with client staff.

Once requirements are signed off by the client, the project duration will be approximately 4 months with the following milestones:

- Installation of the integration on the client's test environment / client testing
- Installation of the integration on the client's production environment. Could be contingent upon the go-live of the 3rd party software
- Final acceptance

Schedule and availability of 3rd party resources could extend the timeline.

EXHIBIT "B"
COST SUMMARY AND RATES

For all integrations there is an up-front cost for the Discovery/Requirements phase. After the requirements are complete, the client will receive a revised cost for the coding and installation of the integration. NewEdge will continue to support the integration for 1 year after the install and go-live of the integration.

Following the initial year, the integration will have a yearly maintenance cost to account for:

- Issues that arise with the integration
- Updates/Upgrades to the Cityworks application
- Support for third-party upgrades / modifications

Note – NewEdge staff will support third-party application staff if changes are made to the software, however, NewEdge staff will not make modifications to the third-party software or API code.

- Changes / modifications to the data passed between the two systems

Payment Schedule

Discovery / Requirements Phase – billed when NTP received	$8,000.00
Revised integration costs approved Requirements approved; Coding begins	33% of integration costs
Installation on Test Environment	60% of integration costs
Installation on Production Environment	90% of integration costs
Final Acceptance	100% of integration costs
Maintenance / Continued Support	Billed Yearly from Go-Live

Integration Estimates

Integration Description	***Integration Type***	Cost	***Maintenance***
Munis Integration for Permitting Fees	One-Way integration	$15,000.00	$3,000.00

**Costs will be further refined after Discovery / Requirements phase.

Cityworks Hourly Support Services

NewEdge Services, LLC will provide the City Redlands IT staff advisory service hours related to Cityworks and GIS initiatives. These hours can be used remotely, or the City can request NewEdge staff to be on-site. Tasks can include but are not limited to:

- **Configurations**

  Changing Cityworks and / or GIS configurations based on assessment meetings, advising staff on configuration options and best practices.

- **Reporting**
  Generate or complete reports in the Crystal Reports software
- General Consulting Services
  NewEdge will address user questions and hours can be used for additional training.

Prior to work commencing, tasks must be requested and approved by Richardson IT. Any work performed under this Agreement will be itemized on the invoice(s) provided to Richardson and billed at the hourly rates listed below:

Title	**Rate**
GIS Intern	$80/hour
GIS Technician	$110/hour
GIS/Cityworks Specialist	$130/hour
Senior GIS/Cityworks Specialist	$165/hour
Database Administrator/System Admin	$165/hour
Developer	$165/hour
Project Manager	$200/hour

Cost Summary:

Immediate Tasks	**Estimated Time of Billing**	**Costs**
Cityworks Application Business Review	50% upon receiving NTP 50% delivery of report	$8,100.00
Upgrade of Cityworks Software to 23.x	Task will start after delivery of Business Review Report 50% at Kickoff Meeting 50% upgrade of production	$16,200.00
Billing of Hourly Support Hours Primary task will be to set up PA to accept on-line payments	Billed to the client on a monthly basis	TBD
Integration between Munis and PLL Discovery and Requirements Phase	100% Billed when receive NTP	$8,000.00
Integration between Munis and PLL Coding and Installation Phase	10% billed at Kickoff 50% install on test 90% install on production 100% integration final	Estimated: $15,000.00
Total Estimated Immediate Costs:	**$47,300.00** **Plus hourly support hours**	

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

NEWEDGE SERVICES, LLC

By: Laura Carr
Laura Carr, Chief Operating Officer

Date: 09/07/2025

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for professional services ("Agreement"), dated May 20, 2025, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and NewEdge Services, LLC, a Texas limited liability company ("Consultant"), is made and entered into this 16th day of December, 2025.

RECITALS

WHEREAS, the City and Consultant entered into the Agreement on May 20, 2025 for the provision of Cityworks consulting services, including software integration between Cityworks Server PLL and Tyler Munis ERP, upgrade of Cityworks to Version 23, and consolidation of server instances; and

WHEREAS, the Agreement provided an option to extend the scope of services for future related work following the completion of Consultant's assessment of the City's business processes and technical configurations; and

WHEREAS, Consultant has completed the initial Business Process Review and related technical tasks, identifying additional configuration, workflow, and integration needs to fully implement the City's goals for a unified Cityworks environment and integration with the Tyler Munis system; and

WHEREAS, the City now desires to amend the Agreement to authorize Consultant to perform the additional professional services described herein, consistent with the findings and recommendations of the Business Process Review, and to increase the not-to-exceed compensation accordingly;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. Article 5 ("Payments to Consultant") subsection 5.1 of the Agreement, is hereby amended to read as follows:

"5.1 Compensation: The compensation for Consultant's performance of the Services shall not exceed the amount of Two Hundred Two Thousand Two Hundred dollars ($202,200) for the Services provided during the Initial Term. Notwithstanding the expiration of the Initial Term, any unexpended balance of the Initial Term compensation amount may be applied during the first Extended Term, provided such amounts constitute remaining project implementation costs required to fulfill the scope of work and which could not reasonably be completed within the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Three Thousand Dollars ($3,000) for each of the four (4) Extended Terms, bringing the total possible amount of compensation to a not-to-exceed amount

of Two Hundred Fourteen Thousand Two Hundred Dollars ($214,200). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Cost Summary and Rates," which is attached hereto and incorporated herein by this reference.

Section 2. Exhibit "A" of the agreement, entitled "Scope of Services," is hereby replaced in its entirety by a new Exhibit "A," attached hereto as Attachment "1" and incorporated by this reference.

Section 3. Exhibit "B" of the agreement, entitled "Cost Summary and Rates," is hereby replaced in its entirety by a new Exhibit "B," attached hereto as Attachment "2" and incorporated by this reference.

Section 4. 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 December 16, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

NEWEDGE SERVICES, LLC

By: _____
Laura Carr, Chief Operating Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT “1”
EXHIBIT "A"
SCOPE OF SERVICES

PHASE 1:

Item **Description**

1.0 **Cityworks Application Business Process Review**

The NewEdge team understands the City of Redlands is looking for a qualified, experienced Trimble Business Partner to evaluate the current Cityworks environment.

The NewEdge team understands the client desires a consultant that will work closely with personnel to understand the present and future goals for the use of the Cityworks software and recommend how to remedy the deficiencies in the current system and provide a roadmap of the Cityworks software. This health check does not include the implementation of new divisions or departments.

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NewEdge staff will remote desktop or VPN into the Cityworks test environment to upgrade the Cityworks software to the new version. Client staff will have 30 days for testing the upgraded application.

Once thoroughly tested in the test environment, NewEdge staff will upgrade the production environment. The upgrade will need to occur off-hours and preferably over a weekend so as not to disrupt the use of Cityworks. NewEdge staff will be available the following day of the upgrade to support any issues.

Third party integrations, such as Citizen Engagement, CCTV or custom integrations with financial or human resources software, will be thoroughly tested by the client.
For all tasks IT and Database staff should be available to address questions and assist with network/communication issues if they should arise.

Cityworks 23 is a new platform for the Cityworks software. Due to differences in the application frameworks, Office and Respond, an upgrade to Cityworks 23 will require users to run two different sites. Clients using only Office, now called Office Companion, or Respond will see no differences in their use of Cityworks. For clients using Office and Respond, users will have to log in and out of each application to access the interface.

Running Crystal Reports can only occur in the Office Companion environment. Respond only users with Crystal Templates will need to either migrate those reports to the report writer in Respond, ActiveReports, or switch between the two interfaces to run Crystal reports.

2.0 Munis Integration for Payments Received through Cityworks PLL

Identified Integrations between Cityworks and Third-Party Software

- Munis and Cityworks Server PLL Integration
  Fees received through PLL would be automatically pushed to the appropriate GL accounts in the Munis financial software.

Costs identified in this section are for the Discovery and Requirements phase only. This is an upfront cost that will be billed upon receiving the notice to proceed. NewEdge will then start working with both the client and the third party software to identify integration methods (database to database, API, etc) and start documenting the client requirements for the integration.

See section below for more details on the NewEdge methodology, schedule and costs for the Third Party Integration Services.

Goal / Purpose of Integrations:
The goal of NewEdge integration services between Cityworks and third-party applications is to eliminate the manual or paper processes that occur when a trigger or work process occurs in one application and requires action to be taken in another application. Example being money/fees collected through the PLL software are either delivered to finance in a report or csv file. This report and/or the csv file must be reviewed and then the information is either entered manually or imported from the csv file.

Workflow:
The general workflow for such communication between software systems is that data is entered into one system then printed, emailed or a phone call occurs to initiate the work. Work performed is recorded in Cityworks fees either received through the PLL Public Access module (InvoiceCloud) or entered into PLL and then manually documented on printouts delivered to finance.

Integrations relieve the paper delivery/pick-up and the dual entry by departmental or division personnel. The workflow for most integrations with a 3rd party software and Cityworks can be streamlined to the following:

Deliverables for Each Integration

- Discovery / Requirements Phase
- Web Service to run Cityworks APIs
- Windows Service
- Tables in the Cityworks database (if required)
- Trigger on Cityworks database table (would be used for instantaneous push/pull of data)
- Program for cleanup should issues occur (can also run as a scheduled task)

The Discovery / Requirements Phase will be an opportunity to evaluate the methodology for the requested integration(s). This is the time that NewEdge staff will work with the 3rd party software to determine:

- Does the 3rd party have established APIs or will they be developing them during the project
- Can the 3rd party provide documentation on their APIs
- If no APIs – what will be the integration methodology such as database to database triggers or export/import operations.
- Does the 3rd party software have developers available to NewEdge staff and what will that cost be to the client

Once the methodology of the integration is established, NewEdge staff will conduct a requirement meeting with the client to review the data that will be pushed and pulled between the two systems.

Schedule:
Upon receiving a notice to proceed, NewEdge staff will work with client staff to contact the 3rd party software vendor and begin discussions on integration methodology. Once this is complete, NewEdge can then schedule the requirements meeting with client staff.

Once requirements are signed off by the client, the project duration will be approximately 4 months with the following milestones:

- Installation of the integration on the client's test environment / client testing
- Installation of the integration on the client's production environment. Could be contingent upon the go-live of the 3rd party software
- Final acceptance

Schedule and availability of 3rd party resources could extend the timeline.

PHASE 2:

1.0 Reconfigure Fees and Application Data

Currently, the City has fees configured using database triggers and lookup tables that are not supported by Trimble support. Fees must be reassessed and configured to use the built-in capabilities within the Cityworks PLL platform. Consultant understands the city has passed a new fee schedule that will be incorporated in place of the current database triggers. The fees are based on application data provided by applicant and controlled by City staff. To achieve a streamlined fee process the application information (also known as case data) must also be reconfigured. It is assumed that all fees using the database trigger will be migrated first to facilitate an upgrade. After this trigger is disabled, the remaining fees and application data for Permitting will be addressed and configured where appropriate. Engineering, Fire and Planning to follow in order of importance to the City. The case data should be structured for the public to complete instead of office staff.

Implementation Options

1. Consultant trains City staff how to configure fees– 4 Hours (1 hour training with 3 hours of support)
2. Consultant completes the configurations – 40 hours
    a. Consultant will need to conduct interviews with the staff currently using Cityworks to complete the configurations (6 hours of meetings, 34 hours of configurations)
    b. Fee Triggers that are using the helper tables will be attended to first ([Azteca].[AAABuildingFeesNewTotals], [dbo].[AAABuildingFeesDeptPercentage], [dbo].[AAABuildingFeesPCvInspPercent], and [Azteca].[AAABuildingFees).

1.0a Upgrade Cityworks test to 23.x (included - no additional cost)

There are improvements within the Cityworks 23.x release. The main tasks would include Consultant completing the Cityworks site upgrade and performing basic functionality testing. The City would follow to test the current configurations and reports still work as expected. The City IT Department are actively working on deploying new servers for the installation. Once servers are organized, Consultant will complete the installation.

Implementation

1. Consultant completes upgrade on Cityworks test – included with current scope
2. City conducts testing – 16 hours

2.0 ProjectDox

ProjectDox workflows have already been established. During the interviews, Consultant determined the issue could reside with some of the webhooks API calls and task configurations between the two systems. A deeper understanding of the current configuration and potentially small configuration changes in either software may be required. Consultant will set up a meeting with Avolve staff to discuss options and current workflows to address the errors.

It is understood that the City would like to implement ProjectDox for all Cityworks templates that require reviews. Once the current permitting process is resolved, discussions surrounding planning, engineering and fire can begin.

Implementation

1. Consultant schedules meeting(s) with Avolve and updates API calls – 2 hours
    a. This does not include any changes to current workflows. Tweaks can be addressed with support contract
2. The City conducts testing for permitting – 4 hours
3. Consultant leads discussions with other divisions for additional ProjectDox integrations. – 5 hours
    a. Depending on workflows, an hour estimate will be provided after. In addition, this will require a change order from Avolve.

2.0.a Move Fire Inspections to Main Cityworks Site (included – no additional cost)

The City has two Cityworks sites, one for Fire Inspections and one for all other activities. Consultant will move the Fire Inspection configurations and all related data from the Fire Inspection database to the core Cityworks database. Once thoroughly tested, the data will be moved, and Fire will begin daily activities in one site rather than two.

Implementation

1. Consultant creates migration scripts in Cityworks Test environment. – included with current scope
2. The City Fire tests migration – 4 hours
3. Consultant moves to production – included with current scope

3.0 Permitting, Fire, Engineering Workflow Reconfiguration

With so many moving parts surrounding the end goal of getting the City taking payments online in Cityworks 23.x, many workflow changes need to be addressed. To prepare for the ProjectDox integration, the review process may need to be adjusted to keep communication between the two software platforms running smoothly. Furthermore, with online payments, applicants and contractors can be notified that fees have been assessed instead of the fees being exposed during the intake process. This will require each template to be configured to change the status of the permits during the review to ask for fees to be paid. Each template can also be configured to automate the status to change when payments are made in full. Cityworks can also provide feedback to the office staff that the permit cannot move to the next status without payments in full. There was a consistent theme during the interviews with all the departments and divisions that staff were frequently manually adjusting the workflows. Cityworks tasks should be set to fit the rules of the process rather than manually adjusting. In addition, the divisions are completing different processes for in-office payments and invoicing. Some groups are essentially tricking Cityworks to print invoices and receipts. Consultant recommends consolidating these processes with report changes.

Implementation

1. Consultant conducts interviews with permitting staff to identify ways to streamline workflows, specifically surrounding reviews and fees for online payments. – 8 hours.
1. Consultant will create basic inboxes for Cityworks Office users. The City Cityworks Administrators will be able to share the inboxes to users as needed. – 8 hours

4.0 GIS Improvements

Currently production Cityworks is pointed to old ArcServer REST endpoints. Consultant recommends using the production GIS rest endpoint for the OneStop map. This may require some configuration of the asset groups and asset alias. Consultant also recommends updating Cityworks configurations to include the accurate geocoder that includes units.

Implementation

1. Consultant configures the new service and completes testing on assets with the City Cityworks Administration staff. – 2 hours

4.0.a Single Sign On

The City utilizes ESRI Enterprise Portal. A general discussion topic during our interviews was moving the City to a Single Sign On (SSO) using the portal with organizations and groups to control permissions. It is understood that the City Uses Microsoft Entra ID and will be able to have the portal configured to accept the logins sometime in late 2025.

Implementation

1. It is assumed that the City will handle the Entra ID set up within ArcGIS Portal. Consultant is available to assist using support hours as needed.

2. Cityworks GIS services will need to be updated to utilize the OAuth option with the new Portal rather than being open to the public. Consultant assumes permissions will be in place to make the transition before upgrading Cityworks Production utilizing the new SSO method.

5.0 Utilize Equipment, Labor, and Materials for cost tracking

Cityworks AMS is an asset management system assigning cost to field assets during work. The City elected to not implement this important feature during the original configurations. It is Consultant's suggestion to begin configuring and implementing these items to provide better insight on the cost of operations within the City. There are some decisions that will need to be vetted by upper management and an in-depth exploration of how the warehouse could be managed.

Implementation

1. Consultant to conduct meetings to determine the number of needed storerooms and provide insight on best management practices for Equipment, Labor, and Materials. – 4 hours
2. Consultant configures warehouses – 4 – 50 hours depending on requirements.
3. The City will need to do a full inventory counts – time depends on quantity of widgets
4. Training staff – completed by Consultant or the City. This can be rolled into other training tasks to be completed all at once

6.0 AMS Custom Fields

The interviews with staff using AMS gleamed very little information is being collected. Not only is cost or assets being attached, but the current Service Request to Work Order process is not the best practice. Data is being tracked with spreadsheets and on paper. Identifying what data needs to be collected for each work order can allow for easy access for reporting. Further interviews with the divisions are required to optimize Cityworks for condition assessment and budgeting.

Implementation

1. Division interviews to determine metrics for each work activity – 8 hours
2. Configuration of metrics and dashboards – 8 hours

7.0 Cityworks Permissions

The City has implemented some security groups but has not enforced policies surrounding who can access features within the platform. Consultant does not recommend users being tied down to a finite level of detail as it creates issues as they maneuver through the platform, but some features, such as payments (deleting and waiving fees) and GIS data editing are imperative for auditing purposes.

Implementation

1. Consultant conducts virtual meetings to discuss permission requirements and

1. completes configurations. – 12 hours

8.0 811 Integration

In the past, the City had utilized DigTest as an 811 integration. There are a couple of Trimble Business Partners that Consultant recommends to automate 811 requests to Cityworks. If the city prefers, Consultant can investigate level of effort to complete an integration to avoid relying on a business partner that would be hosted by a 3rd party.

Implementation

1. Option 1 - Consultant introduces the City and Business Partner(s)
2. Option 2 - Consultant completes a discovery phase for California 811 integration. Typically, Consultant charges $8,000 for all discovery phases and will provide a quote for the integration. If the integration can be completed within the discovery PO without further cost, Consultant will program the integration with no additional cost.

9.0 Permitting Notifications

Currently notifications are not being sent out to applicants or contractors for any PLL permits or cases. Consultant recommends determining what types of notifications should be sent and what information to include. These can be simple, or complex depending on task type or results and can entail a considerable amount of time.

Implementation

1. Consultant conducts meetings with divisions to determine if notification could help communication between the City and applicants/contractors. Depending on complexity, Consultant could train Admin staff to complete set up of the notifications or configure them as necessary. – 2 – 40 hours depending on number and difficulty

10.0 Public Access

The City has 9 applications on the Public Portal for submission. Once fees, application data, payments and ProjectDox items have been addressed, Consultant recommends moving additional templates to the public portal. There are many options within the 23.x release that are not within the 15.x version.
The City can optionally deploy one division or template at a time or do all of them together. The more applications that are available online, the less paper manual entry on office staff. There could be workflow considerations that need to be addressed for each template, such as when the fees are due and appear within the portal for payment. Depending on how streamlined the City elects to implement with ProjectDox reviews, this could be addressed beforehand. There is one help document about Public Access that may need a couple of screenshots updated, but if guided access is implemented for each permit type, it may not be necessary. Inspection scheduling can be explored during this task.

Implementation

1. Considerations depend on if all workflow items have been addressed with ProjectDox. Assuming they are complete, configurations for what items appear, guided access for each template will be addressed.
    a. Option 1 – Consultant completes all items related to moving a template to Public Access – 1 hour per template
    b. Option 2 – Consultant trains staff to complete the configuration – 2 hour training
    c. Option 3 – If inspection scheduling is desired. Additional configuration will be required - 8 hours

11.0 Cityworks Workflow for Planning and Zoning

During interviews with Planning and Zoning, it was determined that this division is only using Cityworks for project numbers and status changes. Consultant recommends additional meetings with this division to determine if this is how they want to continue using Cityworks. There was interest in utilizing the Public Portal for applications and payments, therefore Consultant would recommend using Cityworks to track timelines and meetings in addition to status. This information is also used by Code Enforcement and more detail could be helpful for both departments.

Implementation

1. Consultant conducts discovery of options and the return on investment to complete this task – 4 hours. An hourly estimate will be provided after interviews.

12.0 Style Profiles

Upgrading Cityworks allows for customizing the user interface to exclude items not needed for daily use. Style is used to customize the Cityworks data entry screens to make it easier to read and/or understand. A Style profile can be configured per function, division, job title or user individually depending on need. Consultant recommends developing profiles to streamline data entry and only display necessary information. There are also options to force users to enter data in the correct fields and require them for certain actions. For instance, when a work order is set to 'field complete', Cityworks can verify data fields are completed and give the user an error or warning. A possible configuration is to require a GIS asset on certain Work Order templates or making the custom fields required to close.

Implementation

1. Option – conduct meetings with each division to determine requirements and train City staff to configure profiles– 8 hours
2. Option – Consultant completes meeting and configurations – 16 hours

13.0 Training

In Cityworks 23.x, the ‘Office Companion’ is still available to be used. However, Consultant and Trimble recommends all users move to Respond. All new features and functionality are only within the Respond platform. This requires all users in the City to be trained on the new user

interface. The intent is to conduct training after all new workflows and configurations have been accomplished from tasks above.

Implementation

1. Consultant conducts onsite user training – 1 week (4 days for users, 1 day for Admin)

14.0 Crystal Reports to ActiveReports

Cityworks 23.x no longer uses Crystal Reports. All reports must be converted to ActiveReports.

Implementation

1. Consultant trains City staff to use ActiveReports and the city creates new reports. 8 hours
2. Consultant recreates all Crystal Reports to ActiveReports. Estimated 2 hours per report for print templates (highest priority). General reports within the Reports menu will be evaluated per report for an hourly estimate.

B.12 Upgrade Cityworks Production (included – no additional cost)

The overall goal of this project is to upgrade Cityworks to 23.x. While this could be included in the immediate actions, there are some factors to consider that would impact the future of Cityworks in the City. Office mode is still available in 23.x but is a separate website to Cityworks with other functions (Respond, Admin, Style, Storeroom, OpX). To take advantage of all the features in 23.x Consultant recommends keeping your current Cityworks site as the new app site and creating a new Office Companion site. This requires anyone who wants to use the Office platform will change to a new website URL. All others will use the existing upgraded site URL. Since office is not available here, all users would need to be trained in Respond and any Crystal Reports moved to Active Reports. Respond dashboards will also be implemented. This is why this task is within intermediate due to the extreme amount of time and staff training that needs to take place.

Implementation

1. Consultant completes upgrade of Cityworks and Public Access and new install of Office Companion. – included within current scope of work. This would occur directly after training.

ATTACHMENT "2"
EXHIBIT "B"
COST SUMMARY AND RATES

Phase 1:

For all integrations there is an up-front cost for the Discovery/Requirements phase. After the requirements are complete, the client will receive a revised cost for the coding and installation of the integration. NewEdge will continue to support the integration for 1 year after the install and go-live of the integration.

Following the initial year, the integration will have a yearly maintenance cost to account for:

- Issues that arise with the integration
- Updates/Upgrades to the Cityworks application
- Support for third-party upgrades / modifications

Note – NewEdge staff will support third-party application staff if changes are made to the software, however, NewEdge staff will not make modifications to the third-party software or API code.

- Changes / modifications to the data passed between the two systems

Payment Schedule

Discovery / Requirements Phase – billed when NTP received	$8,000.00
Revised integration costs approved	
Requirements approved; Coding begins	33% of integration costs
Installation on Test Environment	60% of integration costs
Installation on Production Environment	90% of integration costs
Final Acceptance	100% of integration costs
Maintenance / Continued Support	Billed Yearly from Go-Live

Integration Estimates

Integration Description	***Integration Type***	Cost	***Maintenance***
Munis Integration for Permitting Fees	One-Way integration	$15,000.00	$3,000.00

**Costs will be further refined after Discovery / Requirements phase.

Cityworks Hourly Support Services

NewEdge Services, LLC will provide the City Redlands IT staff advisory service hours related to Cityworks and GIS initiatives. These hours can be used remotely, or the City can request NewEdge staff to be on-site. Tasks can include but are not limited to:

- **Configurations**
  Changing Cityworks and / or GIS configurations based on assessment meetings, advising staff on configuration options and best practices.
- **Reporting**
  Generate or complete reports in the Crystal Reports software
- General Consulting Services
  NewEdge will address user questions and hours can be used for additional training.

Prior to work commencing, tasks must be requested and approved by Richardson IT. Any work performed under this Agreement will be itemized on the invoice(s) provided to Richardson and billed at the hourly rates listed below:

Title	Rate
GIS Intern	$80/hour
GIS Technician	$110/hour
GIS/Cityworks Specialist	$130/hour
Senior GIS/Cityworks Specialist	$165/hour
Database Administrator/System Admin	$165/hour
Developer	$165/hour
Project Manager	$200/hour

Immediate Tasks	Estimated Time of Billing	Costs
Cityworks Application Business Review	50% upon receiving NTP 50% delivery of report	$8,100.00
Upgrade of Cityworks Software to 23.x	Task will start after delivery of Business Review Report 50% at Kickoff Meeting 50% upgrade of production	$16,200.00
Billing of Hourly Support Hours Primary task will be to set up PA to accept on-line payments	Billed to the client on a monthly basis	TBD
Integration between Munis and PLL Discovery and Requirements Phase	100% Billed when receive NTP	$8,000.00
Integration between Munis and PLL Coding and Installation Phase	10% billed at Kickoff 50% install on test 90% install on production 100% integration final	Estimated: $15,000.00
Total Estimated Immediate Costs:	$47,300.00 Plus hourly support hours	

Phase 2:

1.0 Reconfigure Fees and Application Data
Consultant Services, LLC (Consultant) will assess and reconfigure fees with application data to use out of the box tools within Cityworks for all applications.

$8,000.00

2.0 ProjectDox Integration Streamlining
Consultant and Avolve will coordinate to streamline the integration for project reviews above and beyond the current integration scope.

$3,000.00

3.0 Permitting, Fire, Engineering Workflow Reconfiguration
Consultant conducts interviews with permitting staff to identify ways to streamline workflows, specifically surrounding reviews and fees for online payments. Consultant estimates 80 hours to complete the requested

changes.

$16,000.00

4.0 GIS Improvements
Consultant recommends using the OneStop map and implementing Single Sign On in ArcGIS Portal. Consultant assumes City will update the map and geocode services along with the EntraID information with support as needed.

$2,000.00

5.0 Utilize Equipment, Labor, and Materials for cost tracking
Consultant will work with City staff to determine cost assignments for tracking and implement the Warehouse app for Cityworks for material inventory.

$12,000.00

6.0 AMS Custom Fields
Division interviews to determine metrics for each work activity with configurations to collect custom data. Dashboards and metric for staff as needed will be completed.

$3,200.00

7.0 Cityworks Permissions
Consultant conducts virtual meetings to discuss permission requirements and completes configurations.

$2,400.00

8.0 811 Integration
Consultant completes a discovery phase for California 811 integration. If the integration can be completed within the discovery PO without further cost, Consultant will program the integration with no additional cost.

$8,000.00

9.0 Permitting Notifications
Consultant conducts meetings with divisions to determine if notification could help communication between the City and applicants/contractors. Notifications can be sent during case status changes or tasks being completed. Consultant will complete the configurations for each type after requirements are determined.

$8,000.00

10.0 Public Access
Consultant completes configurations of templates to be included in the Public Portal with application creating, payments, and inspection scheduling if applicable.

$30,000.00

11.0 Cityworks Workflow for Planning and Zoning
Consultant conducts interviews with Planning staff to assess pertinent workflow changes to enhance processes for staff. Consultant assumes there will be 4 distinct workflows that will be developed and applied to all

Planning and Zoning templates.

$9,000.00

12.0 Style Profiles

Consultant will conduct meetings with each division to determine requirements and completes new profiles. This will remove unnecessary fields from the Cityworks interface before training on Cityworks Respond.

$3,200.00

13.0 Training

2 Consultant staff conducts onsite user training in Cityworks Respond or Native Mobile App – 1 week (4 days for users, 1 day for Admin).

$17,100.00

14.0 Crystal Reports to ActiveReports

Consultant recreates all Crystal Reports to ActiveReports. Estimated 2 hours per report for print templates (highest priority). General reports within the Reports menu have been estimated within this task.

$33,000.00

City Council Meeting **H. 12.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8740 establishing a contractor list pursuant to the California Uniform Public Construction Cost Accounting Act, and determine that approval of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Interim Municipal Utilities and Engineering Director Casey)

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 Resolution No. 8740 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 adopt Resolution No. 8740, establishing a contractor list pursuant to the California Uniform Public Construction Cost Accounting Act.

RECOMMENDATION:

Staff recommends that City Council determine that adoption of Resolution No. 8740 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and adopt Resolution No. 8740.

DISCUSSION:

The California Uniform Public Construction Cost Accounting Act (Act), enacted in 1983, allows alternative bidding procedures when an agency performs public works projects by contract in accordance with the cost accounting procedures outlined in the Cost Accounting Policies and Procedures Manual (Manual) of the California Uniform Cost Accounting Commission. California law provides public agencies with relief from the formal bid process for smaller projects, provided the agency establishes specific administrative procedures necessary to comply with the Act. These procedures require the City to develop and annually update a qualified contractor list, as well as adopt an Ordinance that provides alternative bidding procedures.

On July 1, 2025, the City Council adopted Ordinance No. 2984, amending the City's Purchasing Ordinance to align with recent changes in state law and modern procurement practices. The update incorporates the revised public project bid thresholds established under the Act, as amended by Assembly Bill 2192 (2024). The Act now provides that for public works projects of $75,000 or less, the City may use its own employees or negotiate contract terms. For public works projects valued at $220,000 or less, the City may issue a contract using informal bid procedures, typically through a notice inviting informal bids, issued to listed contractors for the category of work to be bid on. Using these procedures, public agencies can complete projects in a more timely manner as a result of the streamlined award process and reduce the paperwork related to advertising and report filing.

The City is a participating agency under the Act, and the alternative bidding provisions of the Act are codified in Chapter 2.16 of the Redlands Municipal Code. As part of the Act, staff is required to develop and maintain a contractor list under Public Contract Code section 22034 (a)(1). Each calendar year, the City is required to provide a new or updated list of qualified contractors. In October 2025, a written notice inviting contractors to be included in the City's contractor list was emailed to all construction trade journals designated under Section 22036 of the Public Contract Code. The notice invited all licensed contractors to submit their firm's name and other required information for inclusion on the City's list of qualified bidders. The attached contractor list has been updated for the calendar year 2026 to include contractors who submitted the required information. Additionally, a contractor may request to be added to the City's contractor list at any time by providing the required information.

Approval of Resolution No. 8740 establishes the contractor list, which is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act because approval of the resolution will not result in any direct or reasonably foreseeable indirect physical change in 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
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Senior Civil Engineer

Fiscal Impact

Discussion:
There is no fiscal impact associated with the approval of this Resolution.

Attachments

Resolution No. 8740

RESOLUTION NO. 8740

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A CONTRACTOR LIST PURSUANT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT.

WHEREAS, the City established Ordinance No. 2984 amending Chapter 2.16 of the Redlands Municipal Code relating to contract value limits for the purposes of soliciting bids pursuant to the California Uniform Public Construction Cost Accounting Act; and

WHEREAS, at least once per calendar year, a list of qualified contractors shall be developed and maintained by those City departments undertaking public projects in accordance with the provisions of section 22034 of the Public Contract Code;

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

Section 1. The City of Redlands' Contractor List pursuant to the California Uniform Public Construction Cost Accounting Act, attached hereto as Exhibit "A," is hereby adopted for the calendar year 2026.

ADOPTED, SIGNED AND APPROVED this 16th day of December, 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 16th day of December 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

Contractor List per California Uniform Public Construction Cost Accounting Act
Above All Names Construction Services, Inc., Rialto, CA
All American Building Services, Santa Clarita, CA
All Cities Engineering, Inc., Ontario, CA
Alcorn Fence Company, Duarte, CA
Armstrong Cal Builders, Inc., Stanton, CA
Baker Electric, Inc., Escondido, CA
Best Contracting Services, Inc., Gardena, CA
Borden Excavating, Inc., Calimesa, CA
California Professional Engineering, Inc., La Puente, CA
Color New Co., Woodland Hills, CA
CT&T Concrete Paving, Inc., Diamond Bar, CA
Deark E&C, Inc., Fullerton, CA
Econolite Systems, Inc., Anaheim, CA
Elecnor Belco Electric, Inc., Chino, CA
Elegant Construction, Inc., Irvine, CA
EverFence Corporation, Orange, CA
Fix Painting Company, Woodland Hills, CA
F.M. Thomas Air Conditioning, Inc., Brea, CA
Garcon Construction, Ontario, CA
GCI Construction, Inc., San Clemente, CA
GM Sager Construction Co., Inc., Pomona, CA
GSE Construction Co., Inc., Livermore, CA
Harbor Coating and Restoration, Orange, CA
Humphrey Constructors, Diamond Bar, CA
Integrated Demolition and Remediation Inc., Anaheim, CA
J.M. Olvera Engineering, Inc., Highland, CA
KASA Construction, Inc., Escondido, CA
Kerns, Inc., A California Corp., Hesperia, CA
KSM Electric, Inc., Calimesa, CA
Layne Christensen Company, Redlands, CA
LC Paving and Sealing, Inc., Escondido, CA
Legend Pump and Well Service, Inc., San Bernardino, CA
Liftech Elevator Services, Signal Hill, CA
Matich Corporation, Highland, CA
Metrocell Construction, Inc., Chino, CA

My Electrician, Inc., Menifee, CA
Contractor List per California Uniform Public Construction Cost Accounting Act
Oakridge Energy, Redlands, CA
Oakview Constructors, Inc., Calimesa, CA
Onyx Paving Company, Inc., Anaheim, CA
Osborne Painting Inc., Beaumont, CA
PTM General Engineering Services, Inc., Riverside, CA
Resilient Contracting Solutions, Inc., San Bernardino, CA
RND Contractors, Inc., Fontana, CA
Roadway Engineering & Contracting, Inc., Fontana, CA
S & H Civilworks, Colton, CA
Sierra Pacific Electrical, Jurupa Valley, CA
Southwest Pipeline & Trenchless Corp., Torrance, CA
Southwest Pump & Drilling, Inc., Coachella, CA
Sully-Miller Contracting Company, Brea, CA
Three Peaks Corp., Calimesa, CA
Tony Painting, Garden Grove, CA
Tri-County Pump Company, Auburn, CA
Tryco General Engineering, Rimforest, CA
TESCO Controls, Inc., Sacramento, CA
Universal Construction and Engineering, Palm Desert, CA
Urban Habitat, La Quinta, CA
Valley Cities/Gonzales Fence, Inc., Norco, CA
Weber Water Resources, Riverside, CA

City Council Meeting **H. 13.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding with Redlands Chamber Foundation, recommended by the Parks and Recreation Advisory Commission, authorizing enhancements within the parcel described as APN 0170-142-12-0000 and determination that approval of the agreement is exempt from California Environmental Quality Act (CEQA) guidelines pursuant to Section 15061 (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that the approval of the Memorandum of Understanding with Redlands Chamber Foundation is exempt from California Environmental Quality Act guidelines pursuant to Section 15061; and

2. I move to approve a Memorandum of Understanding with Redlands Chamber Foundation for the implementation of enhancements within the parcel described as APN 0170-142-12-0000.

RECOMMENDATION:

A. Commission Recommendation
At their July 10, 2025 meeting, the Parks and Recreation Advisory Commission recommended City Council approve this project and direct staff to work with Leadership Redlands to identify the space requested to establish a native plant and pollinator garden.

B. Staff Recommendation
Staff recommends that the City Council approve the Memorandum of Understanding with Redlands Chamber Foundation to install enhancements on city property on the parcel described as APN 0170-142-12-0000.

DISCUSSION:

The City has recently acquired the parcel located at the northwest corner of Division Street and East Park Avenue, more particularly described as APN 0170-142-12-0000. This parcel is just west of Sylvan Park and is currently a vacant undeveloped parcel.

At the July 10th meeting of the Parks and Recreation Advisory Commission, the Redlands Chamber Foundation, Leadership Redlands presented its proposed plan to enhance a portion of a city park with native plantings, which would beautify the surrounding neighborhoods and attract native pollinators. The Parks and Recreation Commission unanimously voted in favor of the proposed native garden. Initially, the project was proposed to be located at Centennial Park along Riverview. However, after an analysis by staff, it was determined that the Sylvan Park location would be more conducive to a successful project.

In collaboration with the Redlands Chamber Foundation, staff developed the attached Memorandum of Understanding (MOU) for the Redlands Chamber Foundation project. The MOU holds Leadership Redlands responsible for the landscaping and maintenance of the parcel. Within this partnership, the City will provide a water source for the area to sustain the native plantings. In addition, the MOU allows either party to cancel within 30 days' notice. The following is a list of improvements that Redlands Leadership has proposed for the enhancement of the parcel.

1. Base Plan (Confirmed Enhancements)
Planting Zone:

- 5,000 sq. ft. native/wildflower planting area using drought-tolerant, pollinator-supportive plants;
- Designed for year-round seasonal blooms with clustered and mixed plantings; and
- Manzanita, Toyon, Buckwheat, Cleveland Sage, Milkweed, Fuchsia, Penstemon, etc.

Irrigation:

- A drip irrigation system will be installed to connect to the city water lines; and
- Zoned for low/moderate water species.

Educational Signage:

- Plant ID plaques with bloom time & pollinator connections; and
- Signage explaining the garden and its significance.

2. Potential Future Enhancements (Fundraising Dependent)
Priority:
Central Gathering Space:

- Decomposed granite (DG) gathering area or pathway;
- Serves as a public space where visitors can view and appreciate the garden;
- ADA accessible; and
- Seating with 2 to 3 benches at shaded or central points along the DG path for visitors to sit and appreciate the plantings.
    - Donor recognition engraved pavers.

Art Installations (fundraising dependent):

- Native pollinator-themed sculpture (butterfly, hummingbird, bee); and
- Murals on nearby surfaces (if available). Donor recognition engraved pavers.

3. Placement Overview (Parcel Layout)

- Perimeter (Border Planting): native shrubs, wildflowers, grasses, trees spaced by type for seasonal coverage and pollinator habitat;
- Center (DG Path & Seating): light bulb-shaped DG open space with possible benches (fundraising dependent) placed at rest points; and
- Potential Art Nodes: identified along walking path or corners of the parcel (fundraising dependent).

Approval of the MOU with Redlands Chamber Foundation authorizing enhancements within the parcel described as APN 0170-142-12-0000 for native landscaping is exempt from California Environmental Quality Act (CEQA) guidelines pursuant to Section 15061.

ALTERNATIVES:

The City Council may deny the approval of the Memorandum of Understanding with Redlands Chamber Foundation, and provide staff with alternate direction.

STRATEGIC PLAN:

Priority A: Quality of Life

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year: FY 2025-26

Discussion:

The Leadership Redlands group has put forth a fundraising plan which will alleviate any city cost for installing the proposed enhancements.

Attachments

A. MOU
B. Leadership Redlands Project Overview
C. Leadership Redlands Project Site Plan
D. Aerial Reference

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDLANDS AND THE REDLANDS CHAMBER FOUNDATION REGARDING COMMUNITY GREENSPACE ENHANCEMENT COLLABORATION

This Memorandum of Understanding Regarding Community Greenspace Enhancement Collaboration ("MOU") is dated this 16th day of December 2025 (“Effective Date”) and is entered into by and between the Redlands Chamber Foundation (the “Foundation”), a California nonprofit corporation and 501(c)(3) tax-exempt organization, and the City of Redlands ("City"), a municipal corporation and general law city. The Foundation and the City may be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, City has recently acquired a parcel at the northwest corner of Division Street and East Park Avenue in the City of Redlands; and

WHEREAS, the Redlands Chamber of Commerce formed a non-profit organization, the Foundation for the purpose of sponsoring education training programs relating to both the public and private sectors of the economy, the environment, and government; and

WHEREAS, the Foundation’s Leadership Redlands group desires to beautify the community with the planting of plants, flowers and other plant materials for a green space and garden and the installation of pavers and benches and other improvements in accordance with the Foundation Site Proposal attached hereto and incorporated by reference as Exhibit “A” (the “Improvements”); and

WHEREAS, the City has agreed to provide a portion of city-owned property for the Improvements located at northwest corner of Division Street and East Park, as more accurately described as Assessor’s Parcel Number 0170-142-12-0000 (the “Property”), and as depicted on Exhibit “B” attached hereto and incorporated by reference herein as well as to provide access to irrigation for the Improvements; and

WHEREAS, research evidence suggests that green spaces such as parks and gardens provide numerous benefits for human health, well-being, and the environment; and

WHEREAS, the Foundation will provide the City with more green space for the community.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. The above recitals are true and correct and are hereby incorporated into this MOU by this reference.

Section 2. Authority. Unless otherwise specified herein, all authority to act on behalf of the City will be exercised by the City of Redlands Facilities and Community Services (FCS) Department Director, or his or her designee. Unless otherwise specified herein, all authority to act on behalf of the Foundation pursuant to this MOU shall be exercised by the Foundation Executive Director.

Section 3. Foundation Obligations.

A. The Foundation will provide the City with a site plan in digital or paper form which provides an overview of the Improvements, including but not limited to, the type of plants for the green space/gardens and enhancements, such as the installation of pavers and benches and their placement on the Property, which is subject to prior approval by the FCS Director, or his or her designee.

B. The Foundation will perform the Improvements on the Property which is in substantial conformance with the approved site plan provided to the City and approved by the FCS Director or his or her designee.

C. Foundation will be responsible for acquiring all necessary plant materials, planting soil, benches, pavers and other materials and equipment to perform the Improvements at its sole cost and expense.

D. Foundation will perform the Improvements on the Property using its own employees and volunteers and shall not utilize City employees, volunteers or contractors to assist in the Improvements on the Property.

E. The planting period for the Improvements shall take place either Spring (third week of March, to the second week of June) or Fall (fourth week of September, to the third week of December) based on a planting schedule approved in advance by the FCS Director or his or her designee. Access to the Property by Foundation outside of the planting schedule shall be with prior approval of the FCS Director or his or her designee.

F. Foundation shall install benches and signage on the Property in accordance with City codes and policies and shall correct, at its sole cost and expense, any Improvements that do not conform to said codes and policies. Installation of benches or other park furniture must be approved by the FCS Director or his or her designee prior to installation.

G. Foundation will allow City to inspect the Property at any time to ensure all Improvements have been performed consistent with this MOU, to ensure that there are no public safety concerns, and that the work complies with all local and state laws and policies.

Section 4. City Obligations.

A. The City agrees, at its own cost and expense, to prepare the Property for the Foundation's Improvements by doing the following: (1) Any clearing necessary to prepare the parcel; (2) Providing a water source; (3) Providing water distribution infrastructure to the parcel; (4) Providing Irrigation valve(s) and valve box; (5) Providing one point of supply water line connection (Quick Connect Receiver) to the southern portion of the parcel which abuts Division Street and (6) Providing one point of supply water line connection (Quick Connect Receiver) to the northern portion of the parcel which abuts Division Street. It is Foundation's responsibility to inspect the Property prior to making the Improvements to ensure it is satisfactory for Foundation's purpose and safe for Foundation's staff and volunteers.

B. The City agrees to provide the Foundation with traffic control during the scheduled planting periods.

C. The City agrees to provide an appropriately sized water meter for maintenance of the Improvements, should it be deemed necessary at the discretion of City.

Section 5. City and Foundation Obligations.

A. The Parties agree to abide by all applicable laws, and regulations governing this MOU.

B. The Parties agree that all Improvements on the Property shall be the sole property of City and Foundation shall have no ownership rights over any of the Improvements on the Property.

Section 6. Indemnity and Insurance.

A. Foundation shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents from and against any and all claims, causes of action, damages and liability resulting from Foundation 's negligent acts or omissions, and the willful misconduct of Foundation, and Foundation's employees, contractors, volunteers, agents, and invitees in the performance of its obligations as set forth in this MOU. This section shall survive any termination or expiration of this MOU.

B. City shall defend, indemnify and hold harmless Foundation, and its officers, employees, volunteers and agents from and against any and all claims, causes of action, damages and liability resulting solely from City's negligent acts or omissions, and the willful misconduct of City and City's officers, officials, employees, contractors, volunteers, contractors, and agents in the performance of its obligations as set forth in this MOU. This section shall survive any termination or expiration of this MOU.

C. Foundation shall provide the following insurance coverages:

1. Comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) aggregate for public liability, property damage and personal injury. 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. A certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to Foundation's occupancy of the Property.

2. 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 Foundation is self-insured or exempt from the worker's compensation laws of the State of California. Workers' Compensation coverage shall be endorsed to include volunteer coverage for Foundation's employees and volunteers. Foundation shall provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.

Any contractors or subcontractors assisting Foundation with the Improvements must maintain the same insurance coverage as Foundation. Foundation shall provide a certificate of insurance with endorsements evidencing such coverage and the certificate shall be provided to City prior to contractor or subcontractor's performance of the Improvements on Property.

Section 7. Duration and Termination. This MOU will be effective for a period of three (3) years commencing from the Effective Date set forth above. Either Party may terminate this MOU at any time by providing 30 days' prior written notice to the other party.

Section 8. Notices. Any notice or other communication required, or which may be given, pursuant, to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section.

If to the City:	City of Redlands Facilities and Community Services Department 35 Cajon Street, Suite 222, Redlands CA 92373 Attn: Director of Facilities and Community Services
If to the Foundation:	Redlands Chamber Foundation 47 N. 1st Street, Redlands, CA 92373 Attn: Executive Director

Section 9. Miscellaneous Terms.

A. Representation and Warranties. Each Party has the requisite power and authority to execute and perform this MOU. Each person executing this MOU warrants that he or she has the legal power, right, and authority to execute this MOU and bind his or her respective Party.

B. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California. Prior to initiating any legal action arising out of or relating to this MOU, the parties agree to meet and confer in a good faith effort to resolve the dispute. If such efforts are unsuccessful, venue for any legal action will be in the courts located in San Bernardino County, California.

C. Relationship of the Parties. Nothing contained in this MOU shall be construed as creating a joint venture, partnership, or any other similar arrangement between the Parties. No Party to this MOU shall be deemed to be a representative, an agent, or an employee of the other Party. Unless otherwise expressly specified in this MOU, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of, any other Party, nor bind any other Party in any respect, without the specific prior written authorization of the other Party.

D. Waiver. No Party shall be deemed to have waived any provision of this MOU unless such waiver is in writing and signed by such Party.

E. Legal Compliance. The Parties shall comply with all applicable Federal, State, and local laws and regulations related to the transactions set forth in, or referenced by, this MOU.

F. Third-Party Beneficiary. No claim as a third-party beneficiary under this MOU by any person, corporation, or any other entity, shall be made or be valid against the Foundation or the City.

G. Headings. The section headings used in this MOU are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of this MOU.

H. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the matters contained herein and shall supersede and replace any and all other prior understandings, correspondence, and agreements, oral or written, between the Parties with respect thereto.

I. Modification. No change, amendment or modification of this MOU shall be valid or binding upon the Parties unless such change, amendment, or modification is in writing and duly executed by all Parties.

J. Assignment or Transfer. The Foundation shall not assign, hypothecate, or transfer, either directly or by operation of law, this MOU or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

K. Binding Effect. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

L. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability

shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this MOU which are hereby declared as severable, and shall be interpreted to carry out the intent of the Parties hereunder.

M. Cooperation: Further Acts. The Parties shall reasonably cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this MOU.

N. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original.

[Signatures on Next Page]

SIGNATURE PAGE
TO
MOU BETWEEN THE REDLANDS CHAMBER FOUNDATION AND THE CITY OF REDLANDS REGARDING COMMUNITY GREEN SPACE ENHANCEMENT COLLABORATION

IN WITNESS WHEREOF, the Parties have executed this MOU as of December 16, 2025.

Redlands Chamber Foundation

By: _____
Evan Sanford, Executive Director

Date: _____

City of Redlands

By: _____
Mario Saucedo, Mayor

Date: _____

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

FOUNDATION SITE PROPOSAL

EXHIBIT “B”

DESCRIPTION OF PROPERTY

EXHIBIT "C"

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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.

Redlands Chamber Foundation

By:_____ Date:_____

Evan Sanford, Executive Director

REDLANDS
CHAMBER FOUNDATION

Native Plant & Pollinator Garden Enhancement Plan

1. Base Plan (Confirmed Enhancements)

Planting Zone:

- ~5,000 sq ft native/wildflower planting area using drought-tolerant, pollinator-supportive plants.
- Designed for year-round seasonal blooms with clustered and mixed plantings.
- Manzanita, Toyon, Buckwheat, Cleveland Sage, Milkweed, Fuchsia, Penstemon, etc.

Irrigation:

- Drip irrigation system will be installed to connect to existing city water lines.
- Zoned for low/moderate water species.

Educational Signage:

- Plant ID plaques with bloom time & pollinator connections.
- Signage explaining garden and significance

2. Potential Future Enhancements (Fundraising Dependent)

Priority:

Central Gathering Space:

- Decomposed granite (DG) gathering area or pathway
- Serves as public space where visitors can view and appreciate the garden
- ADA accessible.
- Seating 2–3 benches at shaded or central points along the DG path for visitors to sit and appreciate the plantings.
    - Donor recognition engraved pavers.

Art Installations (pending fundraising success):

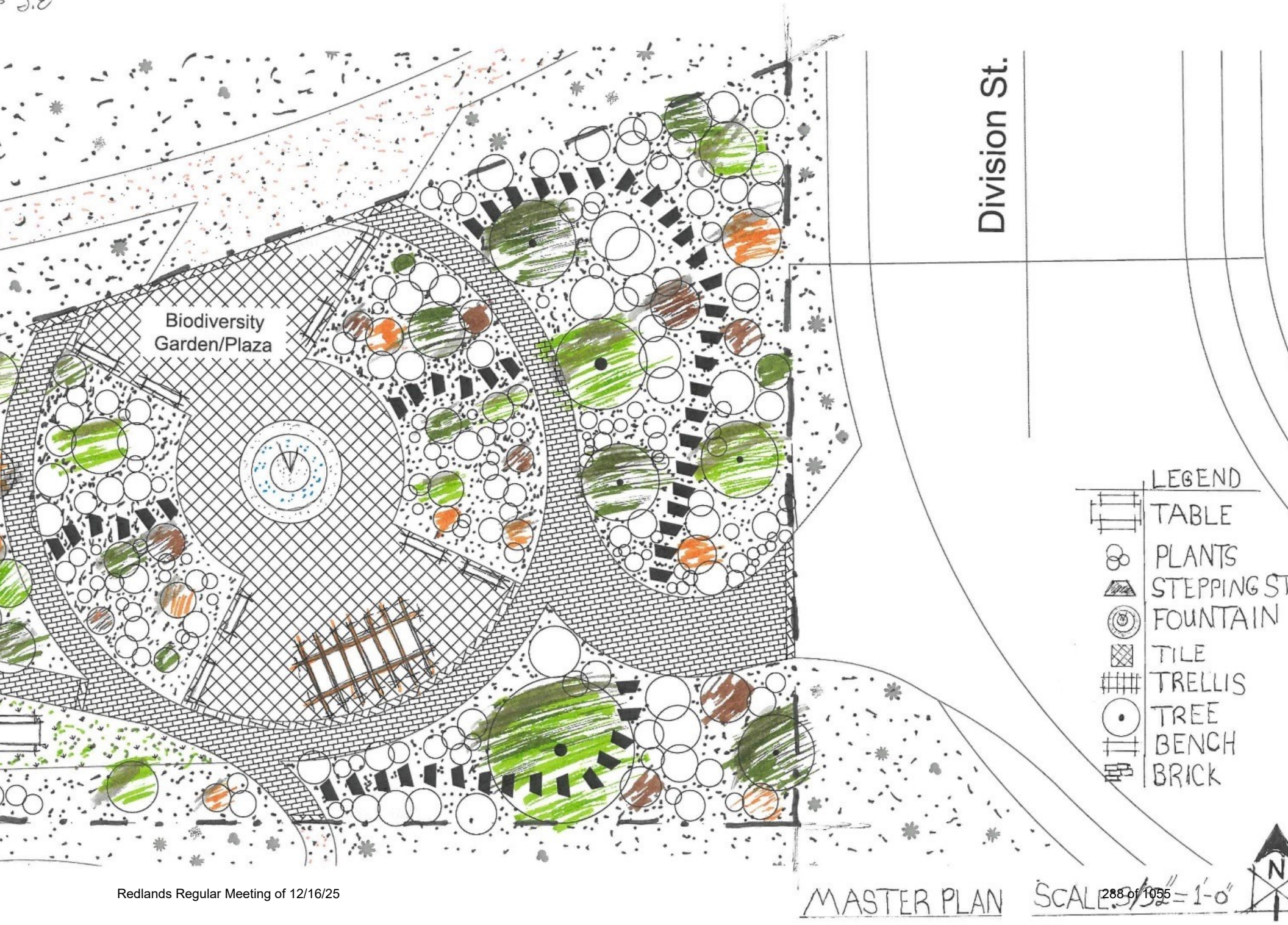
- Native pollinator-themed sculpture (butterfly, hummingbird, bee).
- Murals on nearby surfaces (if available). Donor recognition engraved pavers.

3. Placement Overview (Parcel Layout)

- Perimeter (Border Planting): native shrubs, wildflowers, grasses, trees spaced by type for seasonal coverage and pollinator habitat.

- Center (DG Path & Seating): light bulb-shaped DG open space with possible benches (fundraising dependent) placed at rest points.

- Potential Art Nodes: identified along walking path or corners of parcel depending on budget.


Division St.
Biodiversity
Garden/Plaza
LEGEND
TABLE
PLANTS
STEPPING ST
FOUNTAIN
TILE
TRELLIS
TREE
BENCH
BRICK
N
MASTER PLAN
SCALE: 3/32" = 1'-0"

017013230
017013225
017013227
017013232
017013215
Sylvan Blvd
Sylvan Blvd
Sylvan Blvd
Sylvan Park Trail
017014210
017014213
017014211
017014212
Division St
017014207
E Park Ave
017018132
017018132
Metrolink
10

City Council Meeting **I. 1.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider and adopt Ordinance No. 2997 amending Chapter 15.20 of the Redlands Municipal Code and adopting the 2025 Edition of the California Fire Code which incorporates by reference the 2024 International Fire Code, with necessary California and City of Redlands amendments (Fire Chief Sessler)

(Mayor to declare meeting open as a public hearing)

a. Public Hearing to consider Ordinance No. 2997 amending Chapter 15.20 of the Redlands Municipal Code relating to the adoption 2025 California Fire Code (California Code of Regulations, Title 24, Part 9 including Appendices B, BB, C, CC, D, P), by reference and making amendments thereto.

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

I move to adopt Ordinance No. 2997.

RECOMMENDATION:

Staff recommends the City Council open the public hearing, receive any public comment, close the public hearing and adopt Ordinance No. 2997.

DISCUSSION:

On January 1, 2026, the State of California Building Standards Commission (CBSC) will adopt the 2024 Edition of the International Fire Code whereby creating the 2025 Edition of the California Code. Adoption of the 2025 California Fire Code and the 2024 International Fire Code will continue to provide regulations and requirements that pertain specifically to the climatic, topographical and geological conditions for the City of Redlands. These requirements are needed in order to continue to provide and maintain fire and life safety requirements consistent with ordinances previously in place within the City. The most considerable change from previous fire code adoptions is the proposed ordinance for additional fire safety evaluations and protection features for buildings when they include new internal parking of electric or alternate fuel vehicles, as well as battery-based energy storage systems. Additionally, the California Building Standards Commission has transferred the majority of wildfire safety regulations to the newly created 2025 California Wildland-Urban Interface Code, which will be a separate Ordinance adoption for Municipal Code Chapter 15.30.

ALTERNATIVES:

The City Council may request this item to be continued for additional clarification or information regarding the Ordinance.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:

Rich Sessler, Fire Chief

RECOMMENDED BY:

Charles M. Duggan, Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Vince Anderson, Fire Marshall

Fiscal Impact

Fiscal Year: 2025-2026
Revenue Generating: N
Appropriation Required Y/N: N
Discussion:
There is no fiscal impact with the proposed ordinance.

Attachments

2997 Ordinance - Clean
2997 Ordinance - Legislative

ORDINANCE NO. 2997

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 15.20 OF THE REDLANDS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9) WITH NECESSARY LOCAL AMENDMENTS

WHEREAS, Health and Safety Code Section 17958 and Government Code Section 50022 empower the City to adopt by reference the California Building Standards Code, including the California Fire Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make amendments to the California Fire Code on the basis of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, the City Council of the City shall make an express finding of local necessity that such modifications or changes are needed; and

WHEREAS, the City Council of the City of Redlands ("City Council") is informed and finds that these climatic, geological and topographical conditions include, but are not limited to, the following conditions;

1. The City receives relatively low amounts of precipitation, and experiences very low relative humidity levels and extremely high temperatures. These climatic conditions are conductive to the spread of fire. For example, the following data was taken from the recorded temperatures and measured rainfall at the San Bernardino County Flood Control District Office, located at 825 East 3rd Street, San Bernardino:

   2022: Maximum temperature greater than 100°F recorded during the months of July, August and September. Total recorded annual rainfall of 2.92.00 inches, with 0.64 inches of rain measured in the months of July, August, September and October.

   2023: Maximum temperature greater than 100°F recorded during the months of July, August and September. Total recorded annual rainfall of 16.4972 inches, with 1.23 inches total of rain measured in the months of July, August and October.

   2024: Maximum temperature greater than 100°F recorded during the months of July, August and September. Total recorded annual rainfall of 14.60 inches, with 0.72 inches total of rain measured in the months of July, August and October.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of more than 40 miles per hour. Extensive damage

often occurs during such winds including downed trees, power lines, utility poles and utility service lines. These adverse conditions cause:

A. Fires.
B. Impairment of emergency apparatus access.
C. Delays in response times of emergency apparatus; and
D. The depletion of apparatus readily available for fire suppression activities.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60_108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

3. Within the City there are four earthquake faults:

A. Redlands Heights
B. Banning
C. Crafton
D. The Redlands Fault

Numerous other faults lie in close proximity, including the San Andreas Fault. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including extensive damage to buildings, fire damage to major infrastructure including water and sewer distribution lines, roadways, bridges across a major storm drain and railroad right-of-way and other impairments to the movement of emergency apparatus.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60_108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

4. Within the City development has occurred, and continues to occur, which has resulted in severe traffic congestion during peak hours, weekends and holidays,

particularly on the following streets and highways: Citrus Avenue, Cajon Street, Orange Street, Lugonia Avenue, Colton Avenue, Tennessee Street, San Timoteo Canyon, Interstate 10 Freeway, and Alabama Street; thus decreasing response time. This development includes high-rise structures, institutional, commercial, industrial and residential structures. Development has occurred within the portion of the City known as Sunset Hills, where roadways have been built in areas of severe topographical conditions including street and driveway grades in excess of 12%. Such traffic congestion and severe roadway conditions extend the time for emergency vehicles to reach the scene of fires and other emergencies.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60 108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

WHEREAS, this City Council is informed and finds that because the City is subject to the above referenced climatic, geological and topographical conditions, that amendments to the California Fire Code, 2025 Edition, are necessary to protect life and property, and that such amendments address the following issues: (1) high fire hazard areas; (2) water supplies; (3) fire extinguishing systems and sprinkler systems, and (4) the storage, handling and use of flammable and combustible liquids and hazardous materials; and

WHEREAS, this City Council does hereby determine that the modifications to the 2025 California Fire Code, as outlined in this Ordinance, are necessary due to local climatic, geographical and topographical conditions;

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

Section 1. Chapter 15.20 of the Redlands Municipal Code, titled, “Fire Code,” is hereby deleted in its entirety and rewritten to read as follows:

“Chapter 15.20
FIRE CODE”

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:

15.20.020: DEFINITIONS:

15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:

15.20.040: TITLE:

15.20.050: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

15.20.060: LIABILITY:

15.20.070: FIRE INVESTIGATIONS:

15.20.072: OPERATING GUIDELINES

15.20.074: REQUIRED OPERATIONAL PERMITS

15.20.090: PERMIT FEES:

15.20.100: FEES NOT REFUNDABLE:

15.20.110: REQUIRED OPERATIONAL PERMITS:

15.20.120: INSPECTION FEES:

15.20.130: ELECTRONIC RECORD KEEPING

15.20.140: BOARD OF APPEALS

15.20.150: VIOLATION PENALTIES

15.20.160: ABATEMENT OF VIOLATION:

15.20.162: VIOLATION PENALTY

15.20.170: FAILURE TO COMPLY:

15.20.180: RELIGIOUS CEREMONIES:

15.30.182: OUTDOOR FIRES - WHERE PROHIBITED:

15.20.184: RESIDENTIAL CARE FACILITY EVACUATION PLANS

15.20.186: FIRE APPARATUS ACCESS ROADS FOR BUILDINGS AND FACILITIES

15.20.190: SURFACE AND TURNING RADIUS:

15.20.200: GRADE:

15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

15.20.220: PREMISES IDENTIFICATION:

15.20.230: ROOFTOP ADDRESSES:

15.20.240: FIRE HYDRANTS AND MAINS:

15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION:

15.20.260: PRIVATE FIRE HYDRANT MARKERS:

15.20.270: ACCESS TO EQUIPMENT:

15.20.280: SMOKE OR FOG EMITTING SYSTEMS:

15.20.290: GROUP A-1:

15.20.300: GROUP A-2:

15.20.310: GROUP A-3:

15.20.320: GROUP A-4:

15.20.330: GROUP A-5:

15.20.340: GROUP B:

15.20.350: GROUP E:

15.20.360: GROUP F:

15.20.370: GROUP M:

15.20.380: GROUP R:

15.20.390: GROUP S:

15.20.400: REPAIR GARAGES:

15.20.410: BULK STORAGE OF TIRES:

15.20.430: STORIES WITHOUT OPENINGS

15.20.440: SECTION 903.2.11.3 AMENDED

15.20.450: GROUP U OCCUPANCY

15.20.460: NFPA 13D SPRINKLER SYSTEMS

15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE

15.20.480: AREA INCREASE OR RECONSTRUCTION

15.20.490: CHANGE IN USE

15.20.500: ADAPTIVE REUSE

15.20.512: PRIVATE FIRE PROTECTION WATER SUPPLY POINTS OF CONNECTION

15.20.510: SECTION 905.4 AMENDED

15.20.514: REQUIREMENTS FOR DEDICATED FUNCTION FIRE ALARM SYSTEMS

15.20.520:SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS

15.20.540: REQUIREMENTS FOR GROUP F, M, S-1 OR S-2 DISTRIBUTION WAREHOUSES GREATER THAN 50,000 SQUARE FEET IN FLOOR AREA

15.20.550: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS

15.20.552: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS

15.20.554: FIRE PROTECTION EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES

15.20.560: FIREWORKS PROHIBITION

15.20.570: APPLICATION OF STATE LAW

15.20.580: LIABILITY FOR RESPONSE COSTS

15.20.590: FIREWORKS DEFINED

15.20.600: MINOR CHARGE

15.20.610: PROPERTY

15.20.620: RESPONSE COSTS

15.20.630: RESPONSIBLE GUARDIAN

15.20.640: APPENDIX B

15.20.650: APPENDIX BB

15.20.660: APPENDIX C

15.20.670: APPENDIX CC

15.20.680: APPENDIX D

15.20.690: APPENDIX P

15.20.700: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:

A. Findings: The City Council of the City of Redlands hereby finds and determines:

1. That the International Code Council is a private organization which has been in existence for a period of at least three (3) years.

2. That the International Fire Code, 2024 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

3. That the international fire code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.

4. That the California fire code, also known as the California code of regulations, title 24, part 9, a portion of the "California building standards code" as defined in the "California building standards law" commencing with section 18901 of the Health And Safety Code, is assigned to the California building standards commission, which by law is responsible for approving all building standards within the state of California. The 2025 edition of the California fire code incorporates by reference the 2024 edition of the international fire code, with necessary California amendments.

5. That a copy of the 2025 California fire code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the Redlands fire department and the office of the city clerk.

6. The sections of said California fire code may be referred to by the number used in said published compilation, preceded by the words "California fire code section" or "fire code section", and may also be referred to by additional reference to this municipal code and sections therein pertaining to said California fire code.

7. That the additional requirements and standards established herein are needed to properly protect the health, safety, and welfare of the existing and future residents and workers within the city of Redlands. Said requirements and standards are reasonably necessary because of local climatic, geological, and topographical conditions, and comply with existing state laws and regulations.

8. The city council finds and determines that the local variances from the California fire code - building standards, California code of regulations, title 24, part 9, contained in the city fire code, are reasonably necessary because of local climatic, topographic and geographical considerations.

B. Adoption Of The California Fire Code: The city council of the city of Redlands hereby adopts by reference, the 2025 California fire code, and appendices B, BB, C, CC, and D, including fees and penalties, as compiled and adopted by the California building standards commission; along with certain amendments, additions, deletions and exceptions based upon the city council's findings that the same are necessary based upon local climatic, geologic and topographical conditions. The provisions of the California fire code, California fire code appendix chapters, and the California fire code appendices shall be applicable in all areas within the city of Redlands. The city council of the city of Redlands hereby adopts and amends the 2025 edition of the California fire code, as compiled and published by the California building standards commission.

15.20.020: DEFINITIONS:

A. Wherever the word "jurisdiction" is used in the fire code, it shall mean the city of Redlands.

B. Wherever the term "fire chief" is used in the fire code, it shall mean the fire chief of the city of Redlands, or his or her authorized representative.

C. Wherever the term "fire department" is used in the fire code, it shall mean the fire department of the city of Redlands.

D. An employee of the city of Redlands fire department, when enforcing the California fire code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "peace officer" as those words are used in section 830.31 of the California Penal Code.

E. Whenever the term "fire code official" is used in the fire code, it shall mean the supervisor of the fire prevention bureau and shall serve as the fire code official under the direction of the fire chief, or the fire chief's authorized representative. The community risk reduction division of the fire department shall be responsible for fire prevention department duties within the city of Redlands.

15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:

A. Storage of Flammable Cryogenic Fluids: Pursuant to section 5806.2 of the California fire code, flammable cryogenic fluids shall not be permitted to be stored, dispensed, or used unless, in the opinion of the fire code official, such storage will not create an unacceptable threat to the occupants and property owners.

B. Storage of Explosives and Blasting Agents: Pursuant to section 5601.1 of the California fire code, the storage of explosives and blasting agents is prohibited in all areas unless authorized by the fire code official, or the listed exceptions of this code section.

C. Storage Of Class I And II Liquids: Pursuant to sections 5704.2.9.5.2 and 5706.2.4.4 of the California fire code, the storage of class I and class II liquids in outside aboveground unprotected tanks is prohibited in all areas of the city unless the fire code official determines, with specific documented findings, that such an installation will not create a hazard to life or property in the area.

D. Storage Of Liquefied Petroleum Gases: Pursuant to section 6104.2 of the California fire code, the aggregate capacity of any one installation for the bulk storage of liquefied petroleum gases shall not exceed two thousand (2,000) water gallons (7571 liters) in commercial, residential and other areas where, in the opinion of the fire code official, the location of bulk storage of liquefied petroleum gases would create a threat to life and property.

15.20.040: TITLE:

Section 101.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 101.1 Title. These regulations shall be known as the fire code of the city of Redlands, hereinafter referred to for purposes of this chapter 15.20 as "this code."

15.20.050: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

Section 103.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 103.1 Identification of Authority Having Jurisdiction. The fire department of the city of Redlands is hereby identified as the authority having jurisdiction and the official in charge thereof shall be known as the fire code official. The function of the Authority Having Jurisdiction shall be the implementation, administration, and enforcement of the provisions of this code.

15.20.060: LIABILITY:

Section 104.8 of chapter 1, division II of the California fire code is hereby added to read as follows:

> 104.8.2 Cost Recovery. Fire suppression, investigation and rescue or emergency medical costs are recoverable in accordance with Health and Safety Code sections 13009 and 13009.1. Any person who negligently or intentionally, or in violation of law, causes an emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Health And Safety Code section 13009 et seq. and Government Code section 53150 et seq. Any expense incurred by the city for securing such an emergency situation shall constitute a debt of such person and shall be collectible by the city in the same manner as in the case of an obligation under contract, expressed or implied.

A false fire alarm response fee may be imposed and paid after two (2) false fire alarms have been received from any one residential or commercial source, or from any one alarm system, within any consecutive three hundred sixty five (365) day period. The false alarm response fee shall be established by resolution of the city council.

104.8.3 Expense for Securing an Emergency. The expense of securing any emergency or hazard which is the result of a violation of this code or any other code, ordinance or state law, or any damages caused by malicious mischief requiring any corrective or preventive actions conducted by the city may be a charge against the persons or entity whose such emergency or action may constitute a debt of such persons or entity as provided below.

1. The fire chief, or duly authorized representative, may impose the reasonable cost of fire prevention, fire suppression, and protection of the public from other safety hazards when a fire or hazardous condition results from any of the following activities or conditions:

A. Manufacture, transportation, storage, handling, or spilling of hazardous chemicals, flammable or combustible liquids, explosives, or blasting agents;

B. Failure to correct a hazardous condition for which a "notice of violation," or equivalent notice, has been previously given by the chief, or duly authorized representative;

C. Use of welding equipment, cutting torch, tar pot, or other open flame device;

D. Permitting or causing the accumulation of hazardous or flammable materials;

E. Setting of a fire or allowing a fire to be set in violation of any code, ordinance, law or regulation;

F. Creating, allowing, or maintaining a fire hazard.

15.20.070: FIRE INVESTIGATIONS:

Section 104.10 of chapter 1, division II of the California fire code is hereby amended to read as follows:

104.10 Fire Investigations. The fire code official and the fire department shall investigate the cause, origin and circumstances of any fire, explosion and other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as required by law.

The fire chief or duly authorized representative, is authorized to investigate the cause, origin and circumstances of unauthorized releases of hazardous materials. The Redlands police

department and allied law enforcement agencies are authorized to assist the fire department in its investigations when requested to do so.

15.20.072: OPERATING GUIDELINES:

Section 104.12 of the California fire code is hereby added to read as follows:

104.12 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Fire Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.

15.20.074: REQUIRED OPERATIONAL PERMITS:

Section 105.5.60 of chapter 1, division II of the California fire code is hereby added to read as follows:

105.5.60 – Temporary Haunted Houses, Ghost Walks, and Similar Amusement uses. An operational permit is required in accordance with Appendix P for temporary haunted houses, ghost walks, and similar amusement uses.

15.20.090: PERMIT FEES:

Section 108.2 of chapter 1, division II of the California fire code is hereby added to read as follows:

108.2 Permit Fees. Permit fees as established by city council resolution shall be collected by the finance department. Proof of receipt shall accompany all applications for permit prior to any inspection and approval by the city.

15.20.100: FEES NONREFUNDABLE:

Section 108.6 of chapter 1, division II of the California fire code is hereby added to read as follows:

108.6 Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of plan review or inspection procedures.

15.20.120: INSPECTION FEES:

Section 108.7 of chapter 1, division II of the California fire code is hereby added to read as follows:

108.7 Inspection Fees. The fire code official is authorized to impose and collect appropriate fees for inspections established by resolution of the city council.

15.20.130: ELECTRONIC RECORD KEEPING:

Section 109.5 of chapter 1, division II of California Fire Code is hereby added to read as follows:

> 109.5. Electronic Record Keeping. The Fire Code Official is authorized to require electronic format submittals for fire protection systems maintenance records.

15.20.140: BOARD OF APPEALS:

Section 112.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 112.1 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so. Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

15.20.150: VIOLATION PENALTIES:

Section 113.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 113.4 Administrative Citation Process Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of one thousand dollars ($1,000.00) a day or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The city may also prosecute or enforce violations of this chapter as a criminal offense in accordance with this section.

15.20.160: ABATEMENT OF VIOLATION:

Section 113.4.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 113.4.1 Abatement of Violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute an appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises. The expense of such action may be made a lien upon the property upon which such condition exists.

15.20.162: VIOLATION; PENALTY:

Section 113.5 of chapter 1, division II of the California fire code is hereby amended to read as follows:

A. It is unlawful to violate or fail to comply with any of the provisions of the California fire code, or to fail to comply with any order made pursuant thereto. It is also unlawful to build in violation of any detailed statement of plans or specifications submitted and approved under the California fire code, or any certificate or permit issued thereunder, and from which no appeal has been taken.

15.20.170: FAILURE TO COMPLY:

Section 114.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 114.4 Failure To Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to violation penalties pursuant to section 113.4.

15.20.180: RELIGIOUS CEREMONIES:

Section 308.1.8 of the California fire code is hereby amended to read as follows:

> 308.1.8 Religious or Other Assembly Ceremonies. Candles held in persons' hands (or on a non-stable device) are especially dangerous and shall not be permitted. Battery operated simulated candles are available and may be used. No permit is required for battery-operated candles or other electric candles.

15.20.182: OUTDOOR FIRES - WHERE PROHIBITED:

Section 324 of the California fire code is hereby added to read as follows:

> Section 324: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted where conditions could cause the spread of fire, unless all of the following safety requirements and conditions are met:
>
> 1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.
>
> 2. No Hazardous Weather Conditions: Outdoor fires shall not be conducted during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and -sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.

3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times

4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.

5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.

15.20.184: RESIDENTIAL CARE FACILITY EVACUATION PLANS:

Section 403.9.3.4 of the California fire code is hereby added to read as follows:

403.9.3.4. Residential Care Facility Evacuation Plans. Residential care facilities shall review the Emergency and Disaster Plan as required by California Health and Safety Code Section 1569.695 and California Code of Regulations, Title 22, Section 87212, with the fire department to verify the plan accounts for an acceptable level of emergency communication monitoring and facility self-reliance for vehicle-based evacuations of residents.

15.20.186: FIRE APPARATUS ACCESS ROADS FOR BUILDINGS AND FACILITIES:

Section 503.1.1 Exception 1.3 of the California fire code is hereby deleted.

15.20.190: SURFACE AND TURNING RADIUS:

Section 503.2.3 of the California fire code is hereby amended to read as follows:

503.2.3 Surface §503.2.3 Fire apparatus access roads for purposes of rapid and reliable fire apparatus access shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds. Fire apparatus access roads shall be surfaced with an approved concrete or asphalt covering so as to provide all-weather driving capabilities. Turf block, Ritter Rings, Turf Paver and other similar products shall not be used for fire department access surfacing. Where rural road grades do not exceed 8%, the fire code official may approve access roads of approved native materials or gravel when compacted to ninety-five percent (95%).

TURNING RADIUS:

Section 503.2.4 of the California fire code is hereby amended to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of twenty (20) feet and outer radius of forty (40) feet.

15.20.200: GRADE:

Section 503.2.7 of the California fire code is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be a maximum of twelve percent (12%), unless otherwise approved by the fire code official for short distances when appropriate mitigation measures are utilized.

15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

Section 503.4 of the California fire code is hereby amended to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in section 503.2.1 shall be maintained at all times. Any obstruction or impedance to reasonable access may be removed at the order of the fire code official or the fire department, with the expense of such removal to be borne by the owner of the roadway, or in the case of an obstructing vehicle or object, by the owner of said vehicle or object.

15.20.220: PREMISES IDENTIFICATION:

Section 505.1 of the California fire code is hereby amended to read as follows:

505.1 Premises Identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be affixed on a structure in a location with a clear, unobstructed view from the street. All numbers shall be electrically illuminated during the hours of darkness.

Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch for single-family residences.

All multi-family, multi-retail and multi-commercial occupancies shall:

Have a minimum of 6 inch high numbers, with a minimum one inch (1") stroke.

Identify individual units with numbers a minimum of four (4) inches, affixed to the unit's front door entrance or frame. All buildings with a rear door access shall identify that unit with the proper numbers affixed to the door or frame.

All light and heavy industrial occupancies shall have a minimum of ten (10) inch high numbers, with a minimum one-and-one-half inch ($1^1/2$") stroke. All complexes that are three (3) stories or greater in height and/or have two (2) or more building units shall have a minimum of ten (10) inch high numbers, with a one-and-one-half inch ($1^1/2$") stroke.

Buildings with a total floor area of 100,000 square feet (9290 m^2) or greater shall have minimum 12 inch (305 mm) high numbers, with a minimum stroke width of $1^1/2$ inches (38 mm).

All buildings with two (2) or more units shall identify utility meters according to the unit being serviced.

Buildings set-back from the street by 200' or more, shall have additional address number of a minimum of 4" located at the property entrance.

15.20.230: ROOFTOP ADDRESSES:

Section 505.1.1 of the California fire code is hereby added to read as follows:

505.1.1 Rooftop Addressing. Buildings exceeding a total square footage of 50,000 square feet shall have rooftop numbers placed parallel to the addressed street for purposes of being visible from the air. The numbers shall be block lettered and shall be a minimum of four (4) feet in height and eighteen (18) inches in width. When more than one street address is assigned to a building, the beginning and ending address numbers are to be placed at opposite ends of the building, indicating the approximate location of the addressed portion of the building.

15.20.240: FIRE HYDRANTS AND MAINS:

Section 507.5.1 of the California fire code is hereby amended to read as follows:

507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For group R-3 and group U occupancies, the distance requirement shall be 600 feet (183 m). This distance may be further modified by the fire code official for such occupancies when buildings are equipped throughout with an approved fire sprinkler system installed in accordance with section 903.3.1.3.

2. Deleted.

15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION:
Section 507.5.7: California fire code is hereby added to read as follows:

507.5.7 Private fire hydrants shall be painted OSHA Safety red or equivalent.

15.20.260: PRIVATE FIRE HYDRANT MARKERS:

Section 507.5.8: of the California Fire Code is hereby added to read as follows:

507.5.8 Blue reflective pavement markers shall be placed within six (6) inches of the edge of the center lane line on the side of the nearest hydrant.

15.20.270: ACCESS TO EQUIPMENT:

Section 509.3 of the California fire code is hereby added to read as follows:

509.3 Access to Equipment in Multi-Unit Buildings. When automatic fire sprinkler systems or fire alarm systems are installed in buildings constructed for multiple tenants and these systems protect multiple tenant spaces, the main controls and control appurtenances, such as risers, fire alarm control panels, and valves for such systems, shall be located in an attached or included room or an approved weather-resistant enclosure with at least one exterior access door of not less than 3'-0" by 6'-8".

15.20.280: SMOKE OR FOG EMITTING SYSTEMS:

Section 511 of the California fire code is hereby added to read as follows:

511 Smoke Or Fog Emitting Systems. No alarm system shall be installed in a building or portion of a building which as a part of its operation discharges any gas, vapor, liquid, or other product when the primary intent of the system discharge is to obscure the vision of any person, cause disorientation, or incapacitate any person within the building or portion thereof. Nothing in this section is intended to preclude the connection of an alarm system to any fire suppression system.

15.20.290: GROUP A-1:

Section 903.2.1.1 of the California fire code is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for group A-1 occupancies.

15.20.300: GROUP A-2:

Section 903.2.1.2 of the California fire code is hereby amended to read as follows:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for group A-2 occupancies.

15.20.310: GROUP A-3:

Section 903.2.1.3 of the California fire code is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for group A-3 occupancies.

15.20.320: GROUP A-4:

Section 903.2.1.4 of the California fire code is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for group A-4 occupancies.

15.20.330: GROUP A-5:

Section 903.2.1.5 of the California fire code is hereby amended to read as follows:

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in excess of 200 square feet (19 m^2).

15.20.340: GROUP B:

Section 903.2..2 of the California fire code is hereby added to read as follows:

903.2..2 Group B. An automatic sprinkler system shall be provided throughout all buildings containing group B occupancies where the fire area exceeds 200 square feet (19 m^2).

15.20.350: GROUP E:

Section 903.2.3 of the California fire code is hereby amended to read as follows:

903.2.3 Group E. Except as provided for in sections 903.2.19 for a new public school campus and 903.2.20 (modernization project), an automatic sprinkler system shall be provided for group E occupancies as follows:

1. Throughout all group E fire areas greater than 200 square feet (19 m^2) in area.

2. Throughout every portion of educational buildings below the level of exit discharge.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in exempt amounts are used or stored.

15.20.360: GROUP F:

Section 903.2.4 of the California fire code is hereby amended to read as follows:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing group F occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.370: GROUP M:
Section 903.2.7 of the California fire code is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a group M occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.380: GROUP R:

Section 903.2.8 of the California fire code is hereby amended to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.

2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.

3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and buildings or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.

4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

15.20.390: GROUP S:

Section 903.2.9 of the California fire code is hereby amended to read as follows:

903.2.9 Group S. An automatic sprinkler system shall be provided throughout all buildings containing a group S occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.400: REPAIR GARAGES:

Section 903.2.9.1 of the California fire code is hereby amended to read as follows:

> 903.2.9.1 Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the California building code.

15.20.410: BULK STORAGE OF TIRES:

Section 903.2.9.2 of the California fire code is hereby amended to read as follows:

> 903.2.9.2 Bulk Storage of Tires. New construction or change in occupancy of buildings and structures where the area for the storage of tires exceeds 200 square feet (19 m^2) shall be equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1.

15.20.430: STORIES WITHOUT OPENINGS:

Section 903.2.11.1 of the California fire code is hereby amended to read as follows:

> 903.2.11.1 Stories without Openings. An automatic sprinkler system shall be installed throughout all stories, including basements, of all buildings where the floor area exceeds 200 square feet (19 m^2) and where there is not provided at least one of the following types of exterior wall openings:
>
> 1. Openings below grade that lead directly to ground level by an exterior stairway complying with section 1011 or an outside ramp complying with section 1012. Openings shall be located in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.
>
> 2. Openings entirely above the adjoining ground level totaling at least 20 square feet (1.86 m^2) in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

15.20.440: SECTION 903.2.11.3 AMENDED:

Section 903.2.11.3 of the California fire code is hereby amended by the deletion of the exception.

15.20.450: GROUP U OCCUPANCY:

Section 903.2.18 of the California fire code is hereby amended to read as follows:

903.2.18 Group U Occupancy. An automatic sprinkler system shall be provided throughout buildings containing a group U occupancy where the fire area exceeds 200 square feet (19 m^2).

Exceptions:

1. When a group U occupancy is not located within fifty (50) feet from an adjacent building, structure, and/or property line.

15.20.460: NFPA 13D SPRINKLER SYSTEMS:

Section 903.3.1.3 of the California fire code is hereby amended to read as follows:

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13D, including attached garages.

15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE:

Section 903.3.5.3 of the California fire code is hereby added to read as follows:

903.3.5.3 Water Supply For Areas Without City Water Service. In areas without city water service, buildings where the fire area exceeds 200 square feet (19 m^2) shall be provided with an approved automatic sprinkler system. Group R-3 occupancies shall be provided with on-site water storage for a minimum 10-minute sprinkler demand. When approved by the fire code official, on-site water storage for other than group R occupancies may be reduced to that required for an approved 30-minute sprinkler demand. These flows and duration do not consider the needs required to provide domestic service. All sprinkler systems shall be suitably freeze-protected for climatic conditions when necessary.

15.20.480: AREA INCREASE OR RECONSTRUCTION:

Section 903.6.1 of the California fire code is hereby amended by adding the following:

903.6.1 Area Increase or Reconstruction. Every existing building or structure relocated or moved onto a property, every building or structure which as a result of fire, earthquake, or other disaster requires demolition and reconstruction, or every existing building or structure that is receiving or has received an addition(s) in which fifty percent (50%) of the original area is exceeded, or every existing building or structure that undergoes an Alteration Level 3 as defined by the California Existing Building Code shall have an approved automatic sprinkler system installed throughout therein.

15.20.490: CHANGE IN USE:

Section 903.6.2 of the California fire code is hereby amended by adding the following:

903.6.2 Change in Use. Changes made in the character or use of an occupancy shall be approved by the building official and the chief. When there is a change of use or occupancy

of a building which exceeds 5,000 square feet in floor area which would place the building in a different division of the same group of occupancy or in a different group of occupancies, the occupancy shall be provided with an approved automatic sprinkler system throughout, unless the proposed use is less hazardous based on fire or life safety risk, than the existing use.

15.20.500: ADAPTIVE REUSE:

Section 903.6.3 of the California fire code is hereby amended by adding the following:

903.6.3 Adaptive Reuse. Every existing group R occupancy that is changed to a commercial use shall have an approved automatic sprinkler system installed throughout.

15.20.502: SECTION 903.7 PRIVATE FIRE PROTECTION WATER SUPPLY POINTS OF CONNECTION:

Section 903.7 of the California fire code is hereby amended by adding to read as follows:

903.7 Private Fire Protection Water Supply Points Of Connection. Any development within the City of Redlands that consists of more than a single structure on a commercially developed site; multiple floor commercial structures; multi-family commercial residences or fire flow requirements in excess of 2000 gallons per minute will require a two point of connection full looped fire supply to the development. All required onsite fire hydrants will be supplied from this looped system and will be private to the development. When there are practical difficulties involved in carrying out the provisions of this ordinance the fire code official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special reason makes enforcement of the strict letter of the ordinance impractical and any modification or change does not lessen any fire protection requirements. If so changes or modifications may be approved by the fire code official or fire chief

15.20.510: SECTION 905.4 LOCATION OF CLASS I STANDPIPE HOSE CONNECTIONS:

Section 905.4 of the California fire code is hereby amended by adding location number 7 to read as follows:

7. When required by other provisions of this code, $2^{1}/2$ inch hose connections, meeting the requirements of this section and fire department standards, shall be located at every other exterior fire department access door as defined by section 2306.6.1, and arranged so that every portion of the building and its contents can be reached with 150 feet of hose and stream.

15.20.512: SECTION 907.11 REQUIREMENTS FOR DEDICATED FUNCTION FIRE ALARM SYSTEMS:

Section 907.11 of the California fire code is hereby amended by adding to read as follows:

907.11 Requirements For Dedicated Function Fire Alarm Systems. One interior audible and visual notification device to alert occupants shall be provided from the dedicated function fire alarm systems. Multi-tenant buildings that each have their own exterior access (i.e. strip mall) do not need to be equipped with an interior notification device. A single manual fire alarm box shall be located next to the sprinkler riser, fire alarm control unit, or fire alarm annunciator. A fire department key box shall be provided adjacent to the exterior entry point to the area of the fire alarm control unit.

15.20.520: SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS:

Section 910.2 of the California fire code is hereby amended to read as follows:

910.2 Where Required. Where required by this code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems and draft curtains shall conform to the requirements of this section.

Exceptions:

1. Frozen food warehouses used solely for storage of class I and II commodities where protected by an approved automatic sprinkler system.

2. Deleted.

3. Deleted.

15.20.540: REQUIREMENTS FOR GROUP F, M, S-1 OR S-2 DISTRIBUTION WAREHOUSES GREATER THAN 50,000 SQUARE FEET IN FLOOR AREA:

Section 914.12 of the California fire code is hereby added to read as follows:

914.12 Special Requirements For Group F, M, S-1 Or S-2 Distribution Warehouses Greater Than 50,000 Square Feet in Floor Area. Buildings classified primarily as group M, group S-1 or S-2, with no more than 10% of the building square footage occupied with accessory uses, in which the primary use is wholesale or retail sales of bulk products or packaged materials, or for the storage of commodities for distribution, shall be in accordance with this section.

914.12.1 Fire Command Center. A fire command center for fire department operations shall be provided. The location and accessibility of the fire control room shall be approved by the fire code official. The fire control room shall be separated from the remainder of the building by walls and ceilings not less than one-hour fire partitions. The room shall be a minimum of 200 square feet (19 m^2) in area, with a minimum dimension of 10 feet (3048 mm). The room shall contain the following as a minimum:

1. The fire alarm control unit and associated equipment.
2. Annunciator panel displaying status of sprinkler control valves and waterflow detectors.

3. Main controls and indicators for mechanical smoke exhaust systems.

4. Graphic with schematic indicating building floor plans, means of egress, fire protection systems, firefighting equipment and access.

5. Other firefighting equipment and system controls as required by the fire code official.

6. Emergency lighting powered by the standby electrical system.

914.12.2 Mechanical Smoke Exhaust. A mechanical smoke exhaust system conforming to the requirements of section 910.4 shall be provided. The system may be combined with environmental or other ventilation air systems when approved by the fire code official. Manual override controls of mechanical smoke exhaust systems shall be designed for fire department use only.

914.12.3 Standpipe Systems. A class I standpipe system shall be provided, with hose connections located at fire department access doors as required by section 905.4. The system may be interconnected with the building automatic sprinkler systems, and may be supplied by adjacent systems or by a separate riser. Standpipe systems shall conform to the requirements of NFPA 14.

914.12.4 Fire Department Graphic. A printed graphic with schematic diagrams of the building automatic sprinkler systems, fire alarm systems, means of egress, standpipe systems, smoke exhaust systems, access doors, and any other equipment as required by the fire code official shall be superimposed over a building floor plan or site plan and mounted on the wall in a highly visible location in the fire control room. The graphic shall be durable and waterproofed.

914.12.5 Standby Power. A standby power generator conforming to the California electrical code shall be provided on the premises, in a protected location. The generator shall have a rated capacity necessary to supply the load of all fire protection features listed below at the same time:

1. Emergency lighting and exit signs necessary for egress.

2. Lighting for the fire control room.

3. Signal and communication systems as applicable.

4. Electrically powered fire pumps required to maintain pressure.

5. Mechanical smoke exhaust systems as required by section 914.12.2.

In addition, a fuel supply sufficient for not less than two hours of operation shall be required on the premises. All electrically connected systems shall be transferred within 60 seconds after losing primary power.

914.12.6 Enhanced Communications. When required by the fire code official, enhanced communication equipment, such as bi-directional amplifiers, shall be provided in the building for dedicated use by the fire department. When such equipment is required to be installed, it shall be provided with a standby power supply.

914.12.7 Other Requirements. All fire protection systems shall comply with fire department standards regarding installation, signage and labeling, maintenance, and other requirements as specified by the fire code official.

15.20.550: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS:

Section 1103.2 of the California Fire Code is hereby amended to read as follows:

1103.2 Criteria 2: Within one (1) year of completion date. All plans and permits shall be submitted for review within six (6) months of completion date.

15.20.552: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS:

Section 1207.7.5 of the California fire code is hereby added to read as follows:

1207.7.5 Fire Protection Features For Indoor Installation Of ESS Systems – Safety Evaluations And Requirements. The fire code official is authorized to require safety evaluations of ESS systems installations for corresponding building features including but not limited to: passive fire resistance features, protected openings, locations and clearances for equipment, and active fire protection systems. The evaluation shall be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.

15.20.554: VEHICLE SAFETY EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES:

Section 1208 of the California fire code is hereby added to read as follows:

1208 Vehicle Safety Evaluation When Inside Or Adjacent To New Buildings: Electric And Or Alternative Fueled Vehicles. New Buildings with electric and or alternative fueled vehicle safety evaluation. When new buildings include parking or charging of electric and alternative fueled vehicles inside or within 25 feet adjacent, the fire code official is authorized to require a safety evaluation be conducted by a qualified professional to determine the acceptable level of life safety protections for the building. The evaluation shall

include the following aspects and be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.

The evaluation shall include:
1. Anticipated smoke production and associated removal strategies to provide occupants sufficient tenable conditions to evacuate the building.

2. Anticipated heat release & associated passive fire protection strategies to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.

3. Active fire suppression systems to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.

4. Anticipated amount of water needed for fire suppression systems and fire department operations. Strategies to collect water discharge from the site to mitigate adverse impacts to public infrastructure and the environment.

15.20.560: FIREWORKS PROHIBITION:

Section 5601.9 of the California Fire Code is hereby added to read as follows:

Except as otherwise provided in this Code, no person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give, transport, or improperly dispose of any fireworks or dangerous or safe and sane fireworks.

A. Except where otherwise expressly provided in this Code or under a permit issued by the California State Fire Marshal or the Fire Chief, it shall be unlawful for any person to possess, offer for sale, or store any fireworks.

B. Except where otherwise expressly provided in this Code, it shall be unlawful for any property owner or tenant to allow or permit the possession, sale, use or discharge of fireworks at or on their property when the property owner or tenant knows or should know of the possession, sale, use or discharge of fireworks at or on such property.

C. The Fire Chief and his or her authorized representatives shall have the authority to seize, take, and remove any fireworks, dangerous fireworks, and safe and sane fireworks. The Fire Chief and his authorized representatives may charge any person whose fireworks are seized pursuant to this section.

D. Every person who causes, aids, abets or conceals a violation of the California Fire Code is guilty of violating the California Fire Code. Each such person, corporation or firm shall be deemed guilty of a misdemeanor of a separate offense for each day or portion thereof during which any violation of any provision of the California Fire Code is

committed, continued, permitted or maintained by such person, firm or corporation.

15.20.570: APPLICATION OF STATE LAW:

Section 5601.10 of the California Fire Code is hereby added to read as follows:

> Nothing in this section 15.20.520 shall limit any of the penalties provided in the California Health and Safety Code or the California Penal Code with regard to the offer for sale, exposing for sale, sale at retail, use or discharge of any fireworks.

15.20.580: LIABILITY FOR RESPONSE COSTS:

Section 5601.11 of the California Fire Code is hereby added to read as follows:

A. Any person who violates this section 15.20.560 shall be liable for response costs incurred in responding to the unpermitted use, discharge or storage of fireworks.

B. If a person who violated this section 15.20.560 is a minor charge, the responsible guardian of the minor charge and the minor charge shall be jointly and severally liable for the response costs incurred pursuant to this section 15.20.580.

C. To incur liability for response costs imposed by this section 15.20.580, a person who violates this section 15.20.560 need not be present at the event that causes the response giving rise to the imposition of response costs.

D. Response costs imposed by this section 15.20.580 are in addition to any other costs that may be recovered under this Code or State law.

15.20.590: FIREWORKS DEFINED:

Section 5602.2 of the California Fire Code is hereby added to read as follows:

> "Fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effect which are useful as pyrotechnic devices or for entertainment. The term "Fireworks" includes, but is not limited to, devices designated by the manufacturer as Fireworks, firecrackers, torpedoes, skyrockets, roman candles, rockets, sparklers, chasers, fountains, smoke sparks, aerial bombs, and Fireworks kits. "Fireworks" includes both "dangerous Fireworks" and "safe and sane" Fireworks as defined in the California Health and Safety Code.

15.20.6000: MINOR CHARGE:

Section 5602.3 of the California Fire Code is hereby added to read as follows:

"Minor charge" is a person under the age of eighteen (18) years for whom a responsible guardian has the legal care, custody or control.

15.20.610: PROPERTY:

Section 5602.4 of the California Fire Code is hereby added to read as follows:

"Property" shall mean any private property; including but not limited to, a residence, yard, or field, whether or not occupied as a dwelling, and whether owned, leased, rented or used with or without compensation.

15.20.620: RESPONSE COSTS:

Section 5602.5 of the California Fire Code is hereby added to read as follows:

"Response costs" means those reasonable and necessary costs directly incurred by City public safety or other personnel for a response to an unpermitted discharge or illegal storage of fireworks, and include the cost of providing law enforcement, firefighting, or other services arising from the unpermitted discharge or illegal storage, maintaining or handling of fireworks, including but not limited to:

A. Salaries and benefits of public safety or other personnel for the amount of time spent responding to, remaining at, or otherwise dealing with the unpermitted discharge or illegal storage of fireworks, and the administrative costs attributable to any response;

B. The cost of any medical treatment to or for any public safety personnel injured responding to, remaining at, or leaving the scene of the unpermitted discharge or illegal storage of fireworks;

C. The cost of repairing or replacing any public safety equipment or property damage, and the cost of use of any such equipment, in responding to, remaining at, or leaving the scene of any unpermitted discharge or illegal storage of fireworks; and

D. The disposal cost of confiscated fireworks.

15.20.630: RESPONSIBLE GUARDIAN:

Section 5602.6, of the California Fire Code is hereby added to read as follows:

"Responsible guardian" means a parent, guardian or other person having the legal care, custody, or control of his or her minor charge.

15.20.640: APPENDIX B:

Section B105.2 of appendix B of the California fire code is hereby amended by amending the exception to read as follows:

Exception: A reduction in required fire-flow of up to 50 percent (50%), as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 l/min) for the prescribed duration as specified in table B105.1(2).

15.20.650: APPENDIX BB:

Section BB105.1 of appendix BB of the California fire code is hereby amended by amending the exception to read as follows:

Exception: A reduction in required fire-flow of up to 50 percent (50%), is allowed when the building is provided with an approved automatic sprinkler system. When a reduction in fire flow is used, fire flow shall not be less than 1500 gpm.

15.20.660: APPENDIX C:

Appendix C is hereby adopted in its entirety without amendments or deletions.

15.20.670: APPENDIX CC:

Appendix CC is hereby adopted in its entirety without amendments or deletions.

15.20.680: APPENDIX D:

Appendix D is hereby adopted in its entirety with the following additions and amendments:

Section D101.2 of appendix D of the California fire code is hereby added to read as follows:

D101.2 Construction Documents. Construction documents for proposed fire apparatus access location of fire lanes, security gates across fire apparatus access and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

Section D101.3 of appendix D of the California fire code is hereby added to read as follows:

D101.3 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles.

Section D102.1 of appendix D of the California fire code is hereby amended to read as follows:

D102.1 Access and Loading. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building thereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior wall for the first story of the building as measured by an approved route around the exterior of the building or facility.

Section D103.3 of appendix D of the California fire code is hereby amended to read as follows:

D103.3 Turning Radius. 503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of nineteen (20) feet and outer radius of forty (40) feet.

Section D103.4 of appendix D of the California fire code is hereby amended to read as follows:

D103.4 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. City of Redlands Municipal Utilities and Engineering Department Standard Specifications and Detail Drawings for Design and Construction of Public Improvements, or California Fire Code Figure D103.1 shall be utilized for turn around area design.

Section D103.7 of appendix D of the California fire code is hereby added to read as follows:

D103.7 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing at least 75,000 pounds. The roadway shall be surfaced so as to provide all weather driving capabilities.

Section D103.8 of appendix D of the California fire code is hereby added to read as follows:

D103.8 Authority. The fire code official shall have the authority to require an increase in the minimum access width where they are inadequate for fire or rescue operations.

Section D103.9 of appendix D of the California fire code is hereby added to read as follows:

D103.9 Bygone Roadways. Where fire department access is unduly difficult utilizing bygone roadways, and where modifications would significantly impact the historical significance of the area, the fire chief may authorize alternative means and methods in order to maintain fire department access. Methods may include but are not limited to the posting of signs and notices of parking requirements in order to maintain access.

15.20.690: APPENDIX P:

Section P101.2 of the California fire code is hereby amended to read as follows:

P101.2 Permits. An operational permit shall be required for haunted houses, ghost walks or similar uses in accordance with Appendix P101.2. Permit applications and documents shall be submitted within three (3) weeks of occupancy date. Additional permits shall be obtained from local building department as required for any structural, electrical, or other modifications.

Section P103.2 of the California fire code is hereby amended to read as follows:

P103.2 Tents or membrane structures. Tents and membrane structures may be used when in compliance with all applicable requirements of this regulation, chapter 31 of this code, and when the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet.

Section P103.7 of the California fire code is hereby amended to read as follows

P103.7 Exception 2: Existing unsprinklered assembly spaces, such as gymnasiums, when used for assembly purposes such as grad night.

Section P103.7.1. of the California fire code is hereby amended to read as follows:

P103.7.1.1 Obstructions. Fire sprinkler systems and piping, when provided, shall not be obstructed, altered, or used to support any decorations.

Section P103.7.2. of the California fire code is hereby amended to read as follows:

P103.7.2.1 Obstructions. Automatic smoke detection systems or devices, when present, shall not be obstructed, altered, or turned off.

Section P103.7.4 of the California fire code is hereby added to read as follows:

P103.7.4 Add Exception. When the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet, manually activated devices suitable for sounding an alarm or another approved method of alerting staff shall be provided as approved by the fire code official.

Section P103.9.1 of the California fire code is hereby amended to read as follows:

P103.9.1 Flame retardant. All decorative materials shall be both inherently flame retardant, labeled as such, or be treated with a listed flame-retardant material registered with the California State Fire Marshal. If the material is treated by the user, a container and receipt will serve as proof.

Section P103.12 of the California fire code is hereby amended to read as follows:

P103.12 Inspections. A fire and life safety inspection shall be conducted by the fire department prior to the start of the event. Final building department inspection and sign-off shall be made in conjunction with the fire department.

15.20.700: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE:

Section 15.20.700 of Chapter 15.20 is hereby added to read as follows:

The local responsibility fire hazard severity zone for City of Redlands is designated with geographical boundaries found in the map adopted with ordinance number 2986.

B. Except as otherwise specified in this chapter, all violations of the California fire code or its appendices, or the amendments thereto contained in this chapter, are misdemeanors and are punishable as provided in title 1, chapter 1.20 of this code.

C. Every person who causes, aids, abets or conceals a violation of the California fire code is guilty of violating the California fire code. Each such person, corporation or firm shall be deemed guilty of a separate offense for each day or portion thereof during which any violation of any provisions of the California fire code is committed, continued, permitted or maintained by such person, firm or corporation."

Section 2. If any subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by State or Federal legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. The provisions of this Ordinance shall be in force on and after the date upon which this Ordinance becomes effective; provided, however, that where complete plans for buildings have been filed and are pending for building permits prior to the effective date of this Ordinance, permits may be issued in compliance with the governing laws at the time of review and approval of such plans, and the applicant may proceed with construction, provided physical construction is commenced within one hundred eighty (180) days from the date of issuance of the permit and continued to completion.

Section 4. Unless superseded and expressly repealed, references in City forms, documents and regulations to Chapter 15.20 of the Redlands Municipal Code and to the former edition of the California Fire Code shall be construed to apply to the corresponding provisions of Chapter 15.20 of the Redlands Municipal Code and the 2025 edition of the California Fire Code as adopted and established by this Ordinance.

Section 5. The City Council hereby determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) for the reason that it can be seen with certainty there is no possibility that the adoption of this Ordinance will have a significant effect on the environment.

Section 6. The City Clerk is hereby directed to publish notice in a newspaper of general circulation within the City, in accordance with Government Code section 6066, of the scheduling of a public hearing to consider adoption of this Ordinance on December 2, 2025. The notice shall state the time and place of the hearing, and shall also state that copies of the California Fire Code, 2025 edition, and the proposed amendments thereto, are on file with the office of the City Clerk and open to public inspection. The notice shall also contain a description which the City Council deems sufficient to serve notice to the interested persons of the purpose of this Ordinance and the subject matter hereof. The City Council further delegates the determination of such sufficiency to the City Manager.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this Ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2997

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 15.20 OF THE REDLANDS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9) WITH NECESSARY LOCAL AMENDMENTS

WHEREAS, Health and Safety Code Section 17958 and Government Code Section 50022 empower the City to adopt by reference the California Building Standards Code, including the California Fire Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make amendments to the California Fire Code on the basis of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, the City Council of the City shall make an express finding of local necessity that such modifications or changes are needed; and

WHEREAS, the City Council of the City of Redlands ("City Council") is informed and finds that these climatic, geological and topographical conditions include, but are not limited to, the following conditions;

1. The City receives relatively low amounts of precipitation, and experiences very low relative humidity levels and extremely high temperatures. These climatic conditions are conductive to the spread of fire. For example, the following data was taken from the recorded temperatures and measured rainfall at the San Bernardino County Flood Control District Office, located at 825 East 3rd Street, San Bernardino:

   2022: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 2.92.00 inches, with 0.64 inches of rain measured in the months of July, August, September, and October.

   2023: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 16.4972 inches, with 1.23 inches total of rain measured in the months of July, August, and October.

   2024: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 14.60 inches, with 0.72 inches total of rain measured in the months of July, August, and October.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of more than 40 miles per hour. Extensive damage

often occurs during such winds including downed trees, power lines, utility poles and utility service lines. These adverse conditions cause:

A. Fires.
B. Impairment of emergency apparatus access.
C. Delays in response times of emergency apparatus; and
D. The depletion of apparatus readily available for fire suppression activities.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60_108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

3. Within the City there are four earthquake faults:

A. Redlands Heights
B. Banning
C. Crafton
D. The Redlands Fault

Numerous other faults lie in close proximity, including the San Andreas Fault. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including extensive damage to buildings, fire damage to major infrastructure including water and sewer distribution lines, roadways, bridges across a major storm drain and railroad right-of-way, and other impairments to the movement of emergency apparatus.

Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60_108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

4. Within the City development has occurred, and continues to occur, which has resulted in severe traffic congestion during peak hours, weekends and holidays, particularly on the following streets and highways: Citrus Avenue, Cajon Street, Orange Street, Lugonia Avenue, Colton Avenue, Tennessee Street, San Timoteo Canyon, Interstate 10 Freeway, and Alabama Street; thus decreasing response time. This development includes high-rise structures, institutional, commercial, industrial and residential structures. Development has occurred within the portion of the City known as Sunset Hills, where roadways have been built in areas of severe topographical conditions including street and driveway grades in excess of 12%. Such traffic congestion and severe roadway conditions extend the time for emergency vehicles to reach the scene of fires and other emergencies.

   Specific amendments to the California Fire Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.1, 104.8, 104.10, 104.12, 105.5.60 108.2, 108.6, 108.7, 109.5, 112.1, 113.4, 113.4.1, 113.5, 114.4, 308.1.8, 324, 403.9.3.4, 503.1.1, 503.2.3, 503.2.4, 503.2.7, 503.4, 505.1, 505.1.1, 507.5.1, 507.5.7, 507.5.8, 509.3, 511, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.11.1, 903.2.11.3, 903.2.18, 903.3.1.3, 903.3.5.3, 903.6.1, 903.6.2, 903.6.3, 903.7, 905.4, 907.11, 910.2, 914.12, 1103.2, 1207.7.5, 1208, 5601.9, 5601.10, 5601.11, 5602.2, 5602.3, 5602.4, 5602.5, 5602.6, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix D, and Appendix P.

WHEREAS, this City Council is informed and finds that because the City is subject to the above referenced climatic, geological and topographical conditions, that amendments to the California Fire Code, 2025 Edition, are necessary to protect life and property, and that such amendments address the following issues: (1) high fire hazard areas; (2) water supplies; (3) fire extinguishing systems and sprinkler systems, and (4) the storage, handling and use of flammable and combustible liquids and hazardous materials; and

WHEREAS, this City Council does hereby determine that the modifications to the 2025 California Fire Code, as outlined in this Ordinance, are necessary due to local climatic, geographical and topographical conditions;

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

Section 1. Chapter 15.20 of the Redlands Municipal Code, titled, "Fire Code," is hereby deleted in its entirety and rewritten to read as follows:

"Chapter 15.20
FIRE CODE"

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:

15.20.020: DEFINITIONS:

15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:

15.20.040: TITLE:

15.20.050: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

15.20.060: LIABILITY:

15.20.070: FIRE INVESTIGATIONS:

15.20.072: OPERATING GUIDELINES

15.20.074: REQUIRED OPERATIONAL PERMITS

15.20.090: PERMIT FEES:

15.20.100: FEES NOT REFUNDABLE:

15.20.110: REQUIRED OPERATIONAL PERMITS:

15.20.120: INSPECTION FEES:

15.20.130: ELECTRONIC RECORD KEEPING

15.20.140: BOARD OF APPEALS

15.20.150: VIOLATION PENALTIES

15.20.160: ABATEMENT OF VIOLATION:

15.20.162: VIOLATION PENALTY

15.20.170: FAILURE TO COMPLY:

15.20.180: RELIGIOUS CEREMONIES:

15.30.182: OUTDOOR FIRES - WHERE PROHIBITED:

15.20.184: RESIDENTIAL CARE FACILITY EVACUATION PLANS

15.20.186: FIRE APPARATUS ACCESS ROADS FOR BUILDINGS AND FACILITIES

15.20.190: SURFACE AND TURNING RADIUS:

15.20.200: GRADE:

15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

15.20.220: PREMISES IDENTIFICATION:

15.20.230: ROOFTOP ADDRESSES:

15.20.240: FIRE HYDRANTS AND MAINS:

15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION:

15.20.260: PRIVATE FIRE HYDRANT MARKERS:

15.20.270: ACCESS TO EQUIPMENT:

15.20.280: SMOKE OR FOG EMITTING SYSTEMS:

15.20.290: GROUP A-1:

15.20.300: GROUP A-2:

15.20.310: GROUP A-3:

15.20.320: GROUP A-4:

15.20.330: GROUP A-5:

15.20.340: GROUP B:

15.20.350: GROUP E:

15.20.360: GROUP F:

15.20.370: GROUP M:

15.20.380: GROUP R:

15.20.390: GROUP S:

15.20.400: REPAIR GARAGES:

15.20.410: BULK STORAGE OF TIRES:

15.20.430: STORIES WITHOUT OPENINGS

15.20.440: SECTION 903.2.11.3 AMENDED

15.20.450: GROUP U OCCUPANCY

15.20.460: NFPA 13D SPRINKLER SYSTEMS

15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE

15.20.480: AREA INCREASE OR RECONSTRUCTION

15.20.490: CHANGE IN USE

15.20.500: ADAPTIVE REUSE

15.20.512: PRIVATE FIRE PROTECTION WATER SUPPLY POINTS OF CONNECTION

15.20.510: SECTION 905.4 AMENDED

15.20.514: REQUIREMENTS FOR DEDICATED FUNCTION FIRE ALARM SYSTEMS

15.20.520:SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS

15.20.540: REQUIREMENTS FOR GROUP F, M, S-1 OR S-2 DISTRIBUTION WAREHOUSES GREATER THAN 50,000 SQUARE FEET IN FLOOR AREA

15.20.550: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS

15.20.552: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS

15.20.554: ~~VEHICLE SAFETY~~FIRE PROTECTION EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES

15.20.560: FIREWORKS PROHIBITION

15.20.570: APPLICATION OF STATE LAW

15.20.580: LIABILITY FOR RESPONSE COSTS

15.20.590: FIREWORKS DEFINED

15.20.600: MINOR CHARGE

15.20.610: PROPERTY

15.20.620: RESPONSE COSTS

15.20.630: RESPONSIBLE GUARDIAN

15.20.640: APPENDIX B

15.20.650: APPENDIX BB

15.20.660: APPENDIX C

15.20.670: APPENDIX CC

15.20.680: APPENDIX D

15.20.690: APPENDIX P

15.20.700: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

~~15.20.740: VIOLATION PENALTY~~

15.20.010: FINDINGS AND ADOPTION OF THE CALIFORNIA FIRE CODE:

A. Findings: The City Council of the City of Redlands hereby finds and determines:

1. That the International Code Council is a private organization which has been in existence for a period of at least three (3) years.

2. That the International Fire Code, 2024 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

3. That the international fire code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.

4. That the California fire code, also known as the California code of regulations, title 24, part 9, a portion of the "California building standards code" as defined in the "California building standards law" commencing with section 18901 of the Health And Safety Code, is assigned to the California building standards commission, which by law is responsible for approving all building standards within the state of California. The 2025 edition of the California fire code incorporates by reference the 2024 edition of the international fire code, with necessary California amendments.

5. That a copy of the 2025 California fire code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the Redlands fire department and the office of the city clerk.

6. The sections of said California fire code may be referred to by the number used in said published compilation, preceded by the words "California fire code section" or "fire code

section", and may also be referred to by additional reference to this municipal code and sections therein pertaining to said California fire code.

7. That the additional requirements and standards established herein are needed to properly protect the health, safety, and welfare of the existing and future residents and workers within the city of Redlands. Said requirements and standards are reasonably necessary because of local climatic, geological, and topographical conditions, and comply with existing state laws and regulations.

8. The city council finds and determines that the local variances from the California fire code - building standards, California code of regulations, title 24, part 9, contained in the city fire code, are reasonably necessary because of local climatic, topographic and geographical considerations.

B. Adoption Of The California Fire Code: The city council of the city of Redlands hereby adopts by reference, the 2025 California fire code, and appendices B, BB, C, CC, and D, including fees and penalties, as compiled and adopted by the California building standards commission; along with certain amendments, additions, deletions and exceptions based upon the city council's findings that the same are necessary based upon local climatic, geologic and topographical conditions. The provisions of the California fire code, California fire code appendix chapters, and the California fire code appendices shall be applicable in all areas within the city of Redlands. The city council of the city of Redlands hereby adopts and amends the 2025 edition of the California fire code, as compiled and published by the California building standards commission.

15.20.020: DEFINITIONS:

A. Wherever the word "jurisdiction" is used in the fire code, it shall mean the city of Redlands.

~~B. Wherever the term "corporation counsel" is used in the fire code, it shall mean the city attorney for the city of Redlands.~~

~~C.~~B. Wherever the term "fire chief" is used in the fire code, it shall mean the fire chief of the city of Redlands, or his or her authorized representative.

~~D.~~C. Wherever the term "fire department" is used in the fire code, it shall mean the fire department of the city of Redlands.

~~E.~~D. An employee of the city of Redlands fire department, when enforcing the California fire code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "peace officer" as those words are used in section 830.31 of the California Penal Code.

~~F.~~E. Whenever the term "fire ~~marshal~~code official" is used in the fire code, it shall mean the supervisor of the fire prevention bureau and shall serve as the fire code official under the direction of the fire chief, or the fire chief's authorized representative. The community risk

reduction division of the fire department shall be responsible for fire prevention department duties within the city of Redlands.

15.20.030: ESTABLISHMENT OF LIMITS REQUIRED BY THE CALIFORNIA FIRE CODE:

A. Storage of Flammable Cryogenic Fluids: Pursuant to section 5~~85~~0~~64~~.2~~1~~ of the California fire code, flammable cryogenic fluids shall not be permitted to be stored, dispensed, or used unless, in the opinion of the fire code official, such storage will not create an unacceptable threat to the occupants and property owners.

B. Storage of Explosives and Blasting Agents: Pursuant to section 5601.1 of the California fire code, the storage of explosives and blasting agents is prohibited in all areas unless authorized by the fire code official, or the listed exceptions of this code section.

C. Storage Of Class I And II Liquids: Pursuant to sections 5704.2.9.5.2~~1~~ and 5706.2.4.4~~1~~ of the California fire code, the storage of class I and class II liquids in outside aboveground unprotected tanks is prohibited in all areas of the city unless the fire code official determines, with specific documented findings, that such an installation will not create a hazard to life or property in the area.

D. Storage Of Liquefied Petroleum Gases: Pursuant to section 6104.2~~1.3~~ of the California fire code, the aggregate capacity of any one installation for the bulk storage of liquefied petroleum gases shall not exceed two thousand (2,000) water gallons (7571 liters) in commercial, residential and other areas where, in the opinion of the fire code official, the location of bulk storage of liquefied petroleum gases would create a threat to life and property.

15.20.040: TITLE:

Section 101.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 101.1 Title. These regulations shall be known as the fire code of the city of Redlands, hereinafter referred to for purposes of this chapter 15.20 as "this code."

15.20.050: ~~DEPARTMENT OF FIRE PREVENTION~~CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

Section 103.1~~2~~ of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 103.1 Identification of Authority Having Jurisdiction. The fire department of the city of Redlands is hereby identified as the authority having jurisdiction and the official in charge thereof shall be known as the fire code official. The function of the Authority Having Jurisdiction shall be the implementation, administration, and enforcement of the provisions of this code~~deleted~~.

15.20.060: LIABILITY:

Section 104.8~~13~~ of chapter 1, division II of the California fire code is hereby added to read as follows:

104.8.2~~13.1~~ Cost Recovery. Fire suppression, investigation and rescue or emergency medical costs are recoverable in accordance with Health and Safety Code sections 13009 and 13009.1. Any person who negligently or intentionally, or in violation of law, causes an emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Health And Safety Code section 13009 et seq. and Government Code section 53150 et seq. Any expense incurred by the city for securing such an emergency situation shall constitute a debt of such person and shall be collectible by the city in the same manner as in the case of an obligation under contract, expressed or implied.

A false fire alarm response fee may be imposed and paid after two (2) false fire alarms have been received from any one residential or commercial source, or from any one alarm system, within any consecutive three hundred sixty five (365) day period. The false alarm response fee shall be established by resolution of the city council.

104.8.3~~13.2~~ Expense for Securing an Emergency. The expense of securing any emergency or hazard which is the result of a violation of this code or any other code, ordinance or state law, or any damages caused by malicious mischief requiring any corrective or preventive actions conducted by the city may be a charge against the persons or entity whose such emergency or action may constitute a debt of such persons or entity as provided below.

1. The fire chief, or duly authorized representative, may impose the reasonable cost of fire prevention, fire suppression, and protection of the public from other safety hazards when a fire or hazardous condition results from any of the following activities or conditions:

A. Manufacture, transportation, storage, handling, or spilling of hazardous chemicals, flammable or combustible liquids, explosives, or blasting agents;

B. Failure to correct a hazardous condition for which a "notice of violation," or equivalent notice, has been previously given by the chief, or duly authorized representative;

C. Use of welding equipment, cutting torch, tar pot, or other open flame device;

D. Permitting or causing the accumulation of hazardous or flammable materials;

E. Setting of a fire or allowing a fire to be set in violation of any code, ordinance, law or regulation;

F. Creating, allowing, or maintaining a fire hazard.

15.20.070: FIRE INVESTIGATIONS:

Section 104.10~~1~~ of chapter 1, division II of the California fire code is hereby amended to read as follows:

> 104.10~~1~~ Fire Investigations. The fire code official and the fire department shall investigate the cause, origin and circumstances of any fire, explosion and other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as required by law.
>
> The fire chief or duly authorized representative, is authorized to investigate the cause, origin and circumstances of unauthorized releases of hazardous materials. The Redlands police department and allied law enforcement agencies are authorized to assist the fire department in its investigations when requested to do so.

15.20.072: OPERATING GUIDELINES:

Section 104.12 of the California fire code is hereby added to read as follows:

> 104.12 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Fire Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.

~~15.20.080: ANNUAL PERMIT:~~

~~Section 105.1.6 of chapter 1, division II of the California fire code is hereby deleted.~~

15.20.074: REQUIRED OPERATIONAL PERMITS:

Section 105.5.60 of chapter 1, division II of the California fire code is hereby added to read as follows:

> 105.5.60 – Temporary Haunted Houses, Ghost Walks, and Similar Amusement uses. An operational permit is required in accordance with Appendix P for temporary haunted houses, ghost walks, and similar amusement uses.

15.20.090: PERMIT FEES:

Section 10~~5~~8.2.~~5~~ of chapter 1, division II of the California fire code is hereby added to read as follows:

108.25.2.5 Permit Fees. Permit fees as established by city council resolution shall be collected by the finance department. Proof of receipt shall accompany all applications for permit prior to any inspection and approval by the city.

15.20.100: FEES NONREFUNDABLE:

Section 108.65.2.6 of chapter 1, division II of the California fire code is hereby added to read as follows:

108.65.2.6 Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of plan review or inspection procedures.

~~15.20.110: REQUIRED OPERATIONAL PERMITS:~~

~~Section 105.5.50 of chapter 1, division II of the California fire code is hereby added to read as follows:~~

~~105.5.55 Fixed Kitchen Hood and Duct Extinguishing System. An operational permit is required to utilize commercial cooking appliances, as defined in Section 602, with a fixed hood and duct fire extinguishing system~~

~~105.5.56 Temporary Haunted Houses, Ghost Walks, and Similar Amusement uses. An operational permit is required in accordance with Appendix O for temporary haunted houses, ghost walks, and similar amusement uses.~~

15.20.120: INSPECTION FEES:

Section 1087.77 of chapter 1, division II of the California fire code is hereby added to read as follows:

108.77.7 Inspection Fees. The fire code official is authorized to impose and collect appropriate fees for inspections established by resolution of the city council.

15.20.130: ELECTRONIC RECORD KEEPING

Section 109.53.1 of chapter 1, division II of California Fire Code is hereby added to read as follows:

109.53.1. Electronic Record Keeping. The Fire Code Official is authorized to require electronic format submittals for fire protection systems maintenance records.

15.20.140: BOARD OF APPEALS:

Section 112.1~~1~~ of chapter 1, division II of the California fire code is hereby amended to read as follows:

112~~1~~.1 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so. Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

~~Section 104.12 of the California fire code is hereby added to read as follows:~~

~~104.12 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Wildland-Urban Interface Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.~~

15.20.150: VIOLATION PENALTIES:

Section 113~~2~~.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

113~~2~~.4.~~1~~ Administrative Citation Process Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of one thousand dollars ($1,000.00) a day or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The city may also prosecute or enforce violations of this chapter as a criminal offense in accordance with this section.

15.20.160: ABATEMENT OF VIOLATION:

Section ~~.~~1132.4.1 of chapter 1, division II of the California fire code is hereby amended to read as follows:

1132.4.1 Abatement of Violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute an appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises. The expense of such action may be made a lien upon the property upon which such condition exists.

15.20.162: VIOLATION; PENALTY:

Section 113.5 of chapter 1, division II of the California fire code is hereby amended to read as follows:

A. It is unlawful to violate or fail to comply with any of the provisions of the California fire code, or to fail to comply with any order made pursuant thereto. It is also unlawful to build in violation of any detailed statement of plans or specifications submitted and approved under the California fire code, or any certificate or permit issued thereunder, and from which no appeal has been taken.

15.20.170: FAILURE TO COMPLY:

Section 1134.4 of chapter 1, division II of the California fire code is hereby amended to read as follows:

1143.4 Failure To Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to violation penalties pursuant to section 1132.4.

15.20.180: RELIGIOUS CEREMONIES:

Section 308.1.87 of the California fire code is hereby amended to read as follows:

308.1.87 Religious or Other Assembly Ceremonies. Candles held in persons' hands (or on a non-stable device) are especially dangerous and shall not be permitted. Battery operated simulated candles are available and may be used. No permit is required for battery-operated candles or other electric candles.

15.20.182: OUTDOOR FIRES - WHERE PROHIBITED

Section 324 of the California fire code is hereby added to read as follows:

Section 324: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted where conditions could cause the spread of fire, unless all of the following safety requirements and conditions are met:

1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.

2. No Hazardous Weather Conditions: Outdoor fires shall not be conducted during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and -sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.

3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times

4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.

5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.

~~15.20.182: OUTDOOR FIRES _ WHERE PROHIBITED~~

~~Section 324 of the California fire code is hereby added to read as follows:~~

~~Section 324: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI, unless all of the following safety requirements and conditions are met:~~

~~1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.~~

~~2. No Hazardous Weather Conditions: Outdoor fires shall not be conductedoperated during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and -sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued for the Redlands area by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.~~

~~3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times~~

~~4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently~~

~~serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.~~

~~5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.~~

15.20.184: RESIDENTIAL CARE FACILITY EVACUATION PLANS

Section 403.9.3.4 of the California fire code is hereby added to read as follows:

403.9.3.4. Residential Care Facility Evacuation Plans. Residential care facilities shall review the Emergency and Disaster Plan as required by California Health and Safety Code Section 1569.695 and California Code of Regulations, Title 22, Section 87212, with the fire department to verify the p~~P~~lan accounts for an acceptable level of emergency communication monitoring and facility self-reliance for vehicle-based evacuations of residents.

15.20.186: FIRE APPARATUS ACCESS ROADS FOR BUILDINGS AND FACILITIES:

Section 503.1.1 Exception 1.3 of the California fire code is hereby deleted.

15.20.190: SURFACE AND TURNING RADIUS:

Section 503.2.3 of the California fire code is hereby amended to read as follows:

503.2.3 Surface §503.2.3 Fire apparatus access roads for purposes of rapid and reliable fire apparatus access shall be designed and maintained to support the imposed load of fire apparatus weighing at least 75,000 pounds. Fire apparatus access roads shall be surfaced with an approved concrete or asphalt covering so as to provide all-weather driving capabilities. Turf block, Ritter Rings, Turf Paver and other similar products shall not be used for fire department access surfacing. Where rural road grades do not exceed 8%, the fire code official may approve access roads of approved native materials or gravel when compacted to ninety-five percent (95%).

TURNING RADIUS

Section 503.2.4 of the California fire code is hereby amended to read as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of twenty (20) feet and outer radius of forty (40) feet.

15.20.200: GRADE:

Section 503.2.7 of the California fire code is hereby amended to read as follows:

503.2.7 Grade. The grade of the fire apparatus access road shall be a maximum of twelve percent (12%), unless otherwise approved by the fire code official for short distances when appropriate mitigation measures are utilized.

15.20.210: OBSTRUCTION OF FIRE APPARATUS ACCESS ROADS:

Section 503.4 of the California fire code is hereby amended to read as follows:

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in section 503.2.1 shall be maintained at all times. Any obstruction or impedance to reasonable access may be removed at the order of the fire code official or the fire department, with the expense of such removal to be borne by the owner of the roadway, or in the case of an obstructing vehicle or object, by the owner of said vehicle or object.

15.20.220: PREMISES IDENTIFICATION:

Section 505.1 of the California fire code is hereby amended to read as follows:

505.1 Premises Identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be affixed on a structure in a location with a clear, unobstructed view from the street. All numbers shall be electrically illuminated during the hours of darkness.

Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch for single-family residences.

All multi-family, multi-retail and multi-commercial occupancies shall:

Have a minimum of 6 inch high numbers, with a minimum one inch (1") stroke.

Identify individual units with numbers a minimum of four (4) inches, affixed to the unit's front door entrance or frame. All buildings with a rear door access shall identify that unit with the proper numbers affixed to the door or frame.

All light and heavy industrial occupancies shall have a minimum of ten (10) inch high numbers, with a minimum one-and-one-half inch ($1^1/2$") stroke. All complexes that are three (3) stories or greater in height and/or have two (2) or more building units shall have a minimum of ten (10) inch high numbers, with a one-and-one-half inch ($1^1/2$") stroke.

Buildings with a total floor area of 100,000 square feet (9290 m^2) or greater shall have minimum 12 inch (305 mm) high numbers, with a minimum stroke width of $1^1/2$ inches (38 mm).

All buildings with two (2) or more units shall identify utility meters according to the unit being serviced.

Buildings set-back from the street by 200' or more, shall have additional address number of a minimum of 4" located at the property entrance.

15.20.230: ROOFTOP ADDRESSES

Section 505.1.1 of the California fire code is hereby added to read as follows:

505.1.1 Rooftop Addressing. Buildings exceeding a total square footage of 50,000 square feet shall have rooftop numbers placed parallel to the addressed street for purposes of being visible from the air. The numbers shall be block lettered and shall be a minimum of four (4) feet in height and eighteen (18) inches in width. When more than one street address is assigned to a building, the beginning and ending address numbers are to be placed at opposite ends of the building, indicating the approximate location of the addressed portion of the building.

15.20.240: FIRE HYDRANTS AND MAINS:

Section 507.5.1 of the California fire code is hereby amended to read as follows:

507.5.1 Where Required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For group R-3 and group U occupancies, the distance requirement shall be 600 feet (183 m). This distance may be further modified by the fire code official for such occupancies when buildings are equipped throughout with an approved fire sprinkler system installed in accordance with section 903.3.1.3.

2. Deleted.

15.20.250: PRIVATE FIRE HYDRANT IDENTIFICATION

Section 507.5.7: California fire code is hereby added to read as follows:

507.5.7 Private fire hydrants shall be painted OSHA Safety red or equivalent.

15.20.260: PRIVATE FIRE HYDRANT MARKERS

Section 507.5.8: of the California Fire Code is hereby added to read as follows:

507.5.8 Blue reflective pavement markers shall be placed within six (6) inches of the edge of the center lane line on the side of the nearest hydrant.

15.20.270: ACCESS TO EQUIPMENT:

~~Section 507.5.7:~~

Section 509.3 of the California fire code is hereby added to read as follows:

509.3 Access to Equipment in Multi-Unit Buildings. When automatic fire sprinkler systems or fire alarm systems are installed in buildings constructed for multiple tenants and these systems protect multiple tenant spaces, the main controls and control appurtenances, such as risers, fire alarm control panels, and valves for such systems, shall be located in an attached or included room or an approved weather-resistant enclosure with at least one exterior access door of not less than 3'-0" by 6'-8".

15.20.280: SMOKE OR FOG EMITTING SYSTEMS:

Section 511 of the California fire code is hereby added to read as follows:

511 Smoke Or Fog Emitting Systems. No alarm system shall be installed in a building or portion of a building which as a part of its operation discharges any gas, vapor, liquid, or other product when the primary intent of the system discharge is to obscure the vision of any person, cause disorientation, or incapacitate any person within the building or portion thereof. Nothing in this section is intended to preclude the connection of an alarm system to any fire suppression system.

~~15.20.290: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS:~~

~~Section 1207.7.5 of the California fire code is hereby added to read as follows:~~

~~1207.7.5 Fire Protection Features For Indoor Installation Of ESS Systems — Safety Evaluations And Requirements. The fire code official may require safety evaluations of ESS systems installations for corresponding building features including but not limited to: passive fire resistance features, protected openings, locations and clearances for equipment, and active fire protection systems. The evaluation shall be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.~~

~~15.20.290: VEHICLE SAFETY EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES:~~

~~Section 1208 of the California fire code is hereby added to read as follows:~~

~~1208 Vehicle Safety Evaluation When Inside Or Adjacent To New Buildings: Electric And Or Alternative Fueled Vehicles. New Buildings with electric and or alternative fueled vehicle safety evaluation. When new buildings include parking or charging of electric and alternative fueled vehicles inside or within 25 feet adjacent, a safety evaluation shall be conducted by a qualified professional to determine the acceptable level of life safety protections for the building. The evaluation shall include the following aspects and be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.~~

~~The evaluation shall include:~~
~~-Anticipated smoke production and associated removal strategies to provide occupants sufficient tenable conditions to evacuate the building.~~

~~-Anticipated heat release & associated passive fire protection strategies to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.~~

~~-Active fire suppression systems to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.~~

~~-Anticipated amount of water needed for fire suppression systems and fire department operations. Strategies to collect water discharge from the site adversely impacting public infrastructure and the environment.~~

15.20.290: GROUP A-1:

Section 903.2.1.1 of the California fire code is hereby amended to read as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for group A-1 occupancies.

15.20.300: GROUP A-2:

Section 903.2.1.2 of the California fire code is hereby amended to read as follows:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for group A-2 occupancies.

15.20.310: GROUP A-3:

Section 903.2.1.3 of the California fire code is hereby amended to read as follows:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for group A-3 occupancies.

15.20.320: GROUP A-4:

Section 903.2.1.4 of the California fire code is hereby amended to read as follows:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for group A-4 occupancies.

15.20.330: GROUP A-5:

Section 903.2.1.5 of the California fire code is hereby amended to read as follows:

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in excess of 200 square feet (19 m^2).

15.20.340: GROUP B:

Section 903.2.~~1~~.~~8~~2 of the California fire code is hereby added to read as follows:

903.2.~~1~~.28 Group B. An automatic sprinkler system shall be provided throughout all buildings containing group B occupancies where the fire area exceeds 200 square feet (19 m^2).

15.20.350: GROUP E:

Section 903.2.3 of the California fire code is hereby amended to read as follows:

903.2.3 Group E. Except as provided for in sections 903.2.19 for a new public school campus and 903.2.20 (modernization project), an automatic sprinkler system shall be provided for group E occupancies as follows:

1. Throughout all group E fire areas greater than 200 square feet (19 m^2) in area.

2. Throughout every portion of educational buildings below the level of exit discharge.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in exempt amounts are used or stored.

15.20.360: GROUP F:

Section 903.2.4 of the California fire code is hereby amended to read as follows:

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing group F occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.370: GROUP M:
Section 903.2.7 of the California fire code is hereby amended to read as follows:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a group M occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.380: GROUP R:

Section 903.2.8 of the California fire code is hereby amended to read as follows:
903.2.8 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a group R fire area.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.

2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.

3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are

not more than two stories in height, and buildings or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.

4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

~~5. When approved by the fire code official, detached group U private garages or carports accessory to a group R-3 occupancy, not located in the high or very high fire hazard areas of the jurisdiction as identified by California Department of Forestry and Fire Protection.~~

~~6. When approved by the fire code official, detached group U private garages or carports accessory to a group R-3 occupancy not located within fifty (50) feet from an adjacent building, structure, and/or property line.~~

15.20.390: GROUP S:

Section 903.2.9 of the California fire code is hereby amended to read as follows:

903.2.9 Group S. An automatic sprinkler system shall be provided throughout all buildings containing a group S occupancy where the fire area exceeds 200 square feet (19 m^2).

15.20.400: REPAIR GARAGES:

Section 903.2.9.1 of the California fire code is hereby amended to read as follows:

903.2.9.1 Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with the California building code.

15.20.410: BULK STORAGE OF TIRES:

Section 903.2.9.2 of the California fire code is hereby amended to read as follows:

903.2.9.2 Bulk Storage of Tires. New construction or change in occupancy of b~~B~~uildings and structures where the area for the storage of tires exceeds 200 square feet (19 m^2) shall be equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1.

~~15.20.420: SECTION 903.2.9 AMENDED:~~

~~Section 903.2.9 of the California fire code is hereby amended by the deletion of the exception.~~

15.20.430: STORIES WITHOUT OPENINGS:

Section 903.2.11.1 of the California fire code is hereby amended to read as follows:

903.2.11.1 Stories without Openings. An automatic sprinkler system shall be installed throughout all stories, including basements, of all buildings where the floor area exceeds 200 square feet (19 m^2) and where there is not provided at least one of the following types of exterior wall openings:

1. Openings below grade that lead directly to ground level by an exterior stairway complying with section 1011 or an outside ramp complying with section 1012. Openings shall be located in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

2. Openings entirely above the adjoining ground level totaling at least 20 square feet (1.86 m^2) in each 50 linear feet (15 240 mm), or fraction thereof, of exterior wall in the story on at least one side.

~~2.~~3.

15.20.440: SECTION 903.2.11.3 AMENDED:

Section 903.2.11.3 of the California fire code is hereby amended by the deletion of the exception.

15.20.450: GROUP U OCCUPANCY:

Section 903.2.18 of the California fire code is hereby amended to read as follows:

903.2.18 Group U Occupancy. An automatic sprinkler system shall be provided throughout buildings containing a group U occupancy where the fire area exceeds 200 square feet (19 m^2).

Exceptions:

~~1. When approved by the fire code official, group U occupancies, not located in the high or very high fire hazard areas of the jurisdiction as identified by California Department of Forestry and Fire Protection.~~

~~2.~~1. When a group U occupancy is not located within fifty (50) feet from an adjacent building, structure, and/or property line.

15.20.460: NFPA 13D SPRINKLER SYSTEMS:

Section 903.3.1.3 of the California fire code is hereby amended to read as follows:

903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one- and two-family dwellings shall be installed throughout in accordance with NFPA 13D, including attached garages.

15.20.470: WATER SUPPLY FOR AREAS WITHOUT CITY WATER SERVICE:

Section 903.3.5.3 of the California fire code is hereby added to read as follows:

903.3.5.3 Water Supply For Areas Without City Water Service. In areas without city water service, buildings where the fire area exceeds 200 square feet (19 m^2) shall be provided with an approved automatic sprinkler system. Group R-3 occupancies shall be provided with on-site water storage for a minimum 10-minute sprinkler demand. When approved by the fire code official, on-site water storage for other than group R occupancies may be reduced to that required for an approved 30-minute sprinkler demand. These flows and duration do not consider the needs required to provide domestic service. All sprinkler systems shall be suitably freeze-protected for climatic conditions when necessary.

~~Exception: When approved by the fire code official, group U occupancy, not located in the high or very high fire hazard areas of the jurisdiction as identified by California Department of Forestry and Fire Protection.~~

15.20.480: AREA INCREASE OR~~AND~~ RECONSTRUCTION:

Section 903.6.1 of the California fire code is hereby amended by adding the following:

903.6.1 Area Increase or~~and~~ Reconstruction. Every existing building or structure relocated or moved onto a property, every building or structure which as a result of fire, earthquake, or other disaster requires demolition and reconstruction, or every existing building or structure that is receiving or has received an addition(s) in which fifty percent (50%) of the original area is exceeded, or every existing building or structure that undergoes an Alteration Level 3 as defined by the California Existing Building Code shall have an approved automatic sprinkler system installed throughout therein.

15.20.490: CHANGE IN USE:

Section 903.6.2 of the California fire code is hereby amended by adding the following:

903.6.2 Change in Use. Changes made in the character or use of an occupancy shall be approved by the building official and the chief. When there is a change of use or occupancy of a building which exceeds 5,000 square feet in floor area which would place the building in a different division of the same group of occupancy or in a different group of occupancies, the occupancy shall be provided with an approved automatic sprinkler system throughout, unless the proposed use is less hazardous based on fire or life safety risk, than the existing use.

15.20.500: ADAPTIVE REUSE:

Section 903.6.3 of the California fire code is hereby amended by adding the following:

903.6.3 Adaptive Reuse. Every existing group R occupancy that is changed to a commercial use shall have an approved automatic sprinkler system installed throughout.

15.20.502: SECTION 903.7 PRIVATE FIRE PROTECTION WATER SUPPLY POINTS OF CONNECTION:

Section 903.7 of the California fire code is hereby amended by adding to read as follows:

903.7 Private Fire Protection Water Supply Points Of Connection. Any development within the City of Redlands that consists of more than a single structure on a commercially developed site; multiple floor commercial structures; multi-family commercial residences or fire flow requirements in excess of 2000 gallons per minute will require a two point of connection full looped fire supply to the development. All required onsite fire hydrants will be supplied from this looped system and will be private to the development. When there are practical difficulties involved in carrying out the provisions of this ordinance the fire code official is authorized to grant modifications for individual cases on application in writing by the owner or a duly authorized representative. The code official shall first find that a special reason makes enforcement of the strict letter of the ordinance impractical and any modification or change does not lessen any fire protection requirements. If so changes or modifications may be approved by the fire code official or fire chief

15.20.510: SECTION 905.4 ~~AMENDED~~LOCATION OF CLASS I STANDPIPE HOSE CONNECTIONS:

Section 905.4 of the California fire code is hereby amended by adding location number 7 to read as follows:

7. When required by other provisions of this code, $2^1/2$ inch hose connections, meeting the requirements of this section and fire department standards, shall be located at every other exterior fire department access door as defined by section 2306.6.1, and arranged so that every portion of the building and its contents can be reached with 150 feet of hose and stream.

15.20.512: SECTION 907.11 REQUIREMENTS FOR DEDICATED FUNCTION FIRE ALARM SYSTEMS:

Section 907.11 of the California fire code is hereby amended by adding to read as follows:

907.11 Requirements For Dedicated Function Fire Alarm Systems. One interior audible and visual notification device to alert occupants shall be provided from the dedicated function fire alarm systems. Multi-tenant buildings that each have their own exterior access (i.e. strip mall) do not need to be equipped with an interior notification device. A single manual fire alarm box shall be located next to the sprinkler riser, fire alarm control unit, or fire alarm annunciator. A fire department key box shall be provided adjacent to the exterior entry point to the area of the fire alarm control unit.

15.20.520: SMOKE AND HEAT VENTS, MECHANICAL SMOKE EXHAUST SYSTEMS AND DRAFT CURTAINS:

Section 910.2 of the California fire code is hereby amended to read as follows:

910.2 Where Required. Where required by this code or otherwise installed, smoke and heat vents or mechanical smoke exhaust systems and draft curtains shall conform to the requirements of this section.

Exceptions:

1. Frozen food warehouses used solely for storage of class I and II commodities where protected by an approved automatic sprinkler system.

2. Deleted.

3. Deleted.

~~15.20.530: SPRINKLERED BUILDINGS:~~

~~Section 910.3.5 of the California fire code is hereby amended to read as follows:~~

~~910.3.5 Sprinklered Buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically by the actuation of a heat responsive device rated at least 100 degrees F above the operating temperature of the sprinkler heads, or manually with independent controls for the fire department pursuant to section 914.12.~~

15.20.540: ~~SECTION 914.12 ADDED:~~REQUIREMENTS FOR GROUP F, M, S-1 OR S-2 DISTRIBUTION WAREHOUSES GREATER THAN 50,000 SQUARE FEET IN FLOOR AREA

Section 914.12 of the California fire code is hereby added to read as follows:

914.12 Special Requirements For Group F, M, S-1 Or S-2 Distribution Warehouses Greater Than 50,000 Square Feet in Floor Area. Buildings classified primarily as group M, group S-1 or S-2, with no more than 10% of the building square footage occupied with

accessory uses, in which the primary use is wholesale or retail sales of bulk products or packaged materials, or for the storage of commodities for distribution, shall be in accordance with this section.

914.12.1 Fire Command Center. A fire command center for fire department operations shall be provided. The location and accessibility of the fire control room shall be approved by the fire code official. The fire control room shall be separated from the remainder of the building by walls and ceilings not less than one-hour fire partitions. The room shall be a minimum of 200 square feet (19 m^2) in area, with a minimum dimension of 10 feet (3048 mm). The room shall contain the following as a minimum:

1. The fire alarm control unit and associated equipment.

2. Annunciator panel displaying status of sprinkler control valves and waterflow detectors.

3. Main controls and indicators for mechanical smoke exhaust systems.

4. Graphic with schematic indicating building floor plans, means of egress, fire protection systems, firefighting equipment and access.

5. Other firefighting equipment and system controls as required by the fire code official.

6. Emergency lighting powered by the standby electrical system.

914.12.2 Mechanical Smoke Exhaust. A mechanical smoke exhaust system conforming to the requirements of section 910.4 shall be provided. The system may be combined with environmental or other ventilation air systems when approved by the fire code official. Manual override controls of mechanical smoke exhaust systems shall be designed for fire department use only.

914.12.3 Standpipe Systems. A class I standpipe system shall be provided, with hose connections located at fire department access doors as required by section 905.4. The system may be interconnected with the building automatic sprinkler systems, and may be supplied by adjacent systems or by a separate riser. Standpipe systems shall conform to the requirements of NFPA 14.

914.12.4 Fire Department Graphic. A printed graphic with schematic diagrams of the building automatic sprinkler systems, fire alarm systems, means of egress, standpipe systems, smoke exhaust systems, access doors, and any other equipment as required by the fire code official shall be superimposed over a building floor plan or site plan and mounted on the wall in a highly visible location in the fire control room. The graphic shall be durable and waterproofed.

914.12.5 Standby Power. A standby power generator conforming to the California electrical code shall be provided on the premises, in a protected location. The generator shall have a

rated capacity necessary to supply the load of all fire protection features listed below at the same time:

1. Emergency lighting and exit signs necessary for egress.

2. Lighting for the fire control room.

3. Signal and communication systems as applicable.

4. Electrically powered fire pumps required to maintain pressure.

5. Mechanical smoke exhaust systems as required by section 914.12.2.

In addition, a fuel supply sufficient for not less than two hours of operation shall be required on the premises. All electrically connected systems shall be transferred within 60 seconds after losing primary power.

914.12.6 Enhanced Communications. When required by the fire code official, enhanced communication equipment, such as bi-directional amplifiers, shall be provided in the building for dedicated use by the fire department. When such equipment is required to be installed, it shall be provided with a standby power supply.

914.12.7 Other Requirements. All fire protection systems shall comply with fire department standards regarding installation, signage and labeling, maintenance, and other requirements as specified by the fire code official.

15.20.550: EMERGENCY RESPONDER RADIO COVERAGE IN EXISTING BUILDINGS

Section 1103.2 of the California Fire Code is hereby amended to read as follows:

1103.2 Criteria 2: Within one (1) year of completion date. All plans and permits shall be submitted for review within six (6) months of completion date.

15.20.552: FIRE PROTECTION FEATURES FOR INSTALLATION OF ESS SYSTEMS – SAFETY EVALUATIONS AND REQUIREMENTS:

Section 1207.7.5 of the California fire code is hereby added to read as follows:

1207.7.5 Fire Protection Features For Indoor Installation Of ESS Systems – Safety Evaluations And Requirements. The fire code official is authorized to require safety evaluations of ESS systems installations for corresponding building features including but not limited to: passive fire resistance features, protected openings, locations and clearances for equipment, and active fire protection systems. The evaluation shall be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.

15.20.554: VEHICLE SAFETY EVALUATION WHEN INSIDE OR ADJACENT TO NEW BUILDINGS: ELECTRIC AND OR ALTERNATIVE FUELED VEHICLES:

Section 1208 of the California fire code is hereby added to read as follows:

1208 Vehicle Safety Evaluation When Inside Or Adjacent To New Buildings: Electric And Or Alternative Fueled Vehicles. New Buildings with electric and or alternative fueled vehicle safety evaluation. When new buildings include parking or charging of electric and alternative fueled vehicles inside or within 25 feet adjacent, the fire code official is authorized to require a safety evaluation be conducted by a qualified professional to determine the acceptable level of life safety protections for the building. The evaluation shall include the following aspects and be reviewed for concurrence by the City. Recommendations from the evaluations shall be incorporated in the building construction documents.

The evaluation shall include:
1. Anticipated smoke production and associated removal strategies to provide occupants sufficient tenable conditions to evacuate the building.

2. Anticipated heat release & associated passive fire protection strategies to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.

3. Active fire suppression systems to provide sufficient structural stability for occupants to evacuate the building and emergency response personnel to contain the fire to the fire area of origin.

4. Anticipated amount of water needed for fire suppression systems and fire department operations. Strategies to collect water discharge from the site to mitigate adverse impacts to public infrastructure and the environment.

~~15.20.560: FIREWORKS:~~

15.20.560: FIREWORKS PROHIBITION:

Section 5601.9 of the California Fire Code is hereby added to read as follows:

Except as otherwise provided in this Code, no person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give, transport, or improperly dispose of any fireworks or dangerous or safe and sane fireworks.

A. Except where otherwise expressly provided in this Code or under a permit issued by the California State Fire Marshal or the Fire Chief, it shall be unlawful for any person to possess, offer for sale, or store any fireworks.

B. Except where otherwise expressly provided in this Code, it shall be unlawful for any property owner or tenant to allow or permit the possession, sale, use or discharge of fireworks at or on their property when the property owner or tenant knows or should know of the possession, sale, use or discharge of fireworks at or on such property.

C. The Fire Chief and his or her authorized representatives shall have the authority to seize, take, and remove any fireworks, dangerous fireworks, and safe and sane fireworks. The Fire Chief and his authorized representatives may charge any person whose fireworks are seized pursuant to this section.

D. Every person who causes, aids, abets or conceals a violation of the California Fire Code is guilty of violating the California Fire Code. Each such person, corporation or firm shall be deemed guilty of a misdemeanor of a separate offense for each day or portion thereof during which any violation of any provision of the California Fire Code is committed, continued, permitted or maintained by such person, firm or corporation.

15.20.570: APPLICATION OF STATE LAW:

Section 5601.10 of the California Fire Code is hereby added to read as follows:

Nothing in this section 15.20.520 shall limit any of the penalties provided in the California Health and Safety Code or the California Penal Code with regard to the offer for sale, exposing for sale, sale at retail, use or discharge of any fireworks.

15.20.580: LIABILITY FOR RESPONSE COSTS:

Section 5601.11 of the California Fire Code is hereby added to read as follows:

A. Any person who violates this section 15.20.560 shall be liable for response costs incurred in responding to the unpermitted use, discharge or storage of fireworks.

B. If a person who violated this section 15.20.560 is a minor charge, the responsible guardian of the minor charge and the minor charge shall be jointly and severally liable for the response costs incurred pursuant to this section 15.20.580.

C. To incur liability for response costs imposed by this section 15.20.580, a person who violates this section 15.20.560 need not be present at the event that causes the response giving rise to the imposition of response costs.

D. Response costs imposed by this section 15.20.580 are in addition to any other costs that may be recovered under this Code or State law.

15.20.590: FIREWORKS DEFINED:

Section 5602.2~~8~~ of the California Fire Code is hereby added to read as follows:

"Fireworks" means any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effect which are useful as pyrotechnic devices or for entertainment. The term "Fireworks" includes, but is not limited to, devices designated by the manufacturer as Fireworks, firecrackers, torpedoes, skyrockets, roman candles, rockets, sparklers, chasers, fountains, smoke sparks, aerial bombs, and Fireworks kits. "Fireworks" includes both "dangerous Fireworks" and "safe and sane" Fireworks as defined in the California Health and Safety Code.

15.20.6005~~070 1~~: MINOR CHARGE:

Section 5602.3 of the California Fire Code is hereby added to read as follows:

"Minor charge" is a person under the age of eighteen (18) years for whom a responsible guardian has the legal care, custody or control.

15.20.610~~580.2~~: PROPERTY:

Section 5602.4 of the California Fire Code is hereby added to read as follows:

"Property" shall mean any private property; including but not limited to, a residence, yard, or field, whether or not occupied as a dwelling, and whether owned, leased, rented or used with or without compensation.

15.20.~~590.3~~620: RESPONSE COSTS:

Section 5602.5 of the California Fire Code is hereby added to read as follows:

"Response costs" means those reasonable and necessary costs directly incurred by City public safety or other personnel for a response to an unpermitted discharge or illegal storage of fireworks, and include the cost of providing law enforcement, firefighting, or other services arising from the unpermitted discharge or illegal storage, maintaining or handling of fireworks, including but not limited to:

A. Salaries and benefits of public safety or other personnel for the amount of time spent responding to, remaining at, or otherwise dealing with the unpermitted discharge or illegal storage of fireworks, and the administrative costs attributable to any response;

B. The cost of any medical treatment to or for any public safety personnel injured responding to, remaining at, or leaving the scene of the unpermitted discharge or illegal storage of fireworks;

C. The cost of repairing or replacing any public safety equipment or property damage, and the cost of use of any such equipment, in responding to, remaining at, or leaving the scene of any unpermitted discharge or illegal storage of fireworks; and

D. The disposal cost of confiscated fireworks.

15.20.~~600.4~~630: RESPONSIBLE GUARDIAN:

Section 5602.6, of the California Fire Code is hereby added to read as follows:

"Responsible guardian" means a parent, guardian or other person having the legal care, custody, or control of his or her minor charge.

~~15.20.610.5: PROHIBITION:~~

~~Except as otherwise provided in this Code, no person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give, transport, or improperly dispose of any fireworks or dangerous or safe and sane fireworks.~~

~~A. Except where otherwise expressly provided in this Code or under a permit issued by the California State Fire Marshal or the Fire Chief, it shall be unlawful for any person to possess, offer for sale, or store any fireworks.~~

~~B. Except where otherwise expressly provided in this Code, it shall be unlawful for any property owner or tenant to allow or permit the possession, sale, use or discharge of fireworks at or on their property when the property owner or tenant knows or should know of the possession, sale, use or discharge of fireworks at or on such property.~~

~~C. The Fire Chief and his or her authorized representatives shall have the authority to seize, take, and remove any fireworks, dangerous fireworks, and safe and sane fireworks. The Fire Chief and his authorized representatives may charge any person whose fireworks are seized pursuant to this section.~~

~~D. Every person who causes, aids, abets or conceals a violation of the California Fire Code is guilty of violating the California Fire Code. Each such person, corporation or firm shall be deemed guilty of a misdemeanor of a separate offense for each day or portion thereof during which any violation of any provision of the California Fire Code is committed, continued, permitted or maintained by such person, firm or corporation.~~

~~15.20.620.6: APPLICATION OF STATE LAW:~~

Nothing in this section 15.20.520 shall limit any of the penalties provided in the California Health and Safety Code or the California Penal Code with regard to the offer for sale, exposing for sale, sale at retail, use or discharge of any fireworks.

15.20.630.7: LIABILITY FOR RESPONSE COSTS:

A. Any person who violates this section 15.20.520 shall be liable for response costs incurred in responding to the unpermitted use, discharge or storage of fireworks.

B. If a person who violated this section 15.20.520 is a minor charge, the responsible guardian of the minor charge and the minor charge shall be jointly and severally liable for the response costs incurred pursuant to this section 15.20.520.

C. To incur liability for response costs imposed by this section 15.20.520, a person who violates this section 15.20.520 need not be present at the event that causes the response giving rise to the imposition of response costs.

D. Response costs imposed by this section 15.20.520 are in addition to any other costs that may be recovered under this Code or State law.

15.20.640: WILDLAND-URBAN INTERFACE FIRE AREA:

Section 4902.1 202 of the California Wildland Urban Interface Code the definition of the Local Responsibility Area (LRA) is hereby added to read as follows:

Local Responsibility Area (LRA) is defined as lands within the geographical boundaries found in the map within the city of Redlands general plan figure 8.1.

15.20.650: VEGETATION MANAGEMENT

15.20.670: FIRE PROTECTION PLAN:

Section 4903 602.1.1 of the California fire code California Wildland Urban Interface Code is hereby amended added to read as follows:

Section 4903602.1.1 Fire Protection Plan

4903.1 602.1.1 General. A fire protection plan (FPP), approved by the fire code official, shall be required for all new development within the wildland-urban interface area.

The FPP shall include mitigation measures consistent with the unique problems resulting from the location, topography, geology, flammable vegetation, and climate of the proposed site.

~~The FPP shall address water supply, access, building ignition and fire resistance, fire protection systems and equipment, defensible space and vegetation management.~~

~~The FPP shall be consistent with the requirements of California building code chapter 7A, and the international wildland-urban interface code, and the Redlands municipal code.~~

15.20.6480: APPENDIX B:

Section B105.2 of appendix B of the California fire code is hereby amended by amending the exception to read as follows:

> Exception: A reduction in required fire-flow of up to 50 percent (50%), as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (5678 l/min) for the prescribed duration as specified in table B105.1(2).

15.20.6590: APPENDIX BB:

Section BB105.1 of appendix BB of the California fire code is hereby amended by amending the exception to read as follows:

> Exception: A reduction in required fire-flow of up to 50 percent (50%), is allowed when the building is provided with an approved automatic sprinkler system. When a reduction in fire flow is used, fire flow shall not be less than 1500 gpm.

15.20.660~~700~~: APPENDIX C:

Appendix C is hereby adopted in its entirety without amendments or deletions.

15.20.670~~710~~: APPENDIX CC:

Appendix CC is hereby adopted in its entirety without amendments or deletions.

15.20.680~~720~~: APPENDIX D:

Appendix D is hereby adopted in its entirety with the following additions and amendments:

> Section D101.2 of appendix D of the California fire code is hereby added to read as follows:
>
> > D101.2 Construction Documents. Construction documents for proposed fire apparatus access location of fire lanes, security gates across fire apparatus access and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction.

Section D101.3 of appendix D of the California fire code is hereby added to read as follows:

D101.3 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except when approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles.

Section D102.1 of appendix D of the California fire code is hereby amended to read as follows:

D102.1 Access and Loading. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building thereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior wall for the first story of the building as measured by an approved route around the exterior of the building or facility.

Section D103.3 of appendix D of the California fire code is hereby amended to read as follows:

D103.3 Turning Radius. 503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be an inner radius of nineteen (20) feet and outer radius of forty (40) feet.

Section D103.4 of appendix D of the California fire code is hereby amended to read as follows:

D103.4 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. City of Redlands Municipal Utilities and Engineering Department Standard Specifications and Detail Drawings for Design and Construction of Public Improvements, or California Fire Code Figure D103.1 shall be utilized for turn around area design.

Section D103.7 of appendix D of the California fire code is hereby added to read as follows:

D103.7 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing at least 75,000 pounds. The roadway shall be surfaced so as to provide all weather driving capabilities.

Section D103.8 of appendix D of the California fire code is hereby added to read as follows:

D103.8 Authority. The fire code official shall have the authority to require an increase in the minimum access width where they are inadequate for fire or rescue operations.

Section D103.9 of appendix D of the California fire code is hereby added to read as follows:

D103.9 Bygone Roadways. Where fire department access is unduly difficult utilizing bygone roadways, and where modifications would significantly impact the historical significance of the area, the fire chief may authorize alternative means and methods in order to maintain fire department access. Methods may include but are not limited to the posting of signs and notices of parking requirements in order to maintain access.

15.20.690~~730~~: APPENDIX P~~O~~

Section ~~O~~P101.2 of the California fire code is hereby amended to read as follows:

~~O~~P101.2 Permits. An operational permit shall be required for haunted houses, ghost walks or similar uses in accordance with Appendix ~~O~~P101.2. Permit applications and documents shall be submitted within three (3) weeks of occupancy date. Additional permits shall be obtained from local building department as required for any structural, electrical, or other modifications.

Section P~~O~~103.2 of the California fire code is hereby amended to read as follows:

~~O~~P103.2 Tents or membrane structures. Tents and membrane structures may be used when in compliance with all applicable requirements of this regulation, chapter 31 of this code, and when the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet.

Section ~~O~~P103.7 of the California fire code is hereby amended to read as follows

~~O~~P103.7 Exception 2: Existing unsprinklered assembly spaces, such as gymnasiums, when used for assembly purposes such as grad night.

Section ~~O~~P103.7.1.~~1~~ of the California fire code is hereby amended to read as follows:

~~O~~P103.7.1.1 Obstructions. Fire sprinkler systems and piping, when provided, shall not be obstructed, altered, or used to support any decorations.

Section ~~O~~P103.7.2.~~1~~ of the California fire code is hereby amended to read as follows:

~~O~~P103.7.2.1 Obstructions. Automatic smoke detection systems or devices, when present, shall not be obstructed, altered, or turned off.

Section ~~O~~P103.7.4 of the California fire code is hereby added to read as follows:

~~O~~P103.7.4 Add Exception. When the total floor area of the tent is less than 1,000 square feet and the travel distance to an exit from any location is less than fifty (50) feet, manually

activated devices suitable for sounding an alarm or another approved method of alerting staff shall be provided as approved by the fire code official.

Section ~~O~~P103.9.1 of the California fire code is hereby amended to read as follows:

~~O~~P103.9.1 Flame retardant. All decorative materials shall be both inherently flame retardant, labeled as such, or be treated with a listed flame-retardant material registered with the California State Fire Marshal. If the material is treated by the user, a container and receipt will serve as proof.

Section ~~O~~P103.12 of the California fire code is hereby amended to read as follows:

~~O~~P103.12 Inspections. A fire and life safety inspection shall be conducted by the fire department prior to the start of the event. Final building department inspection and sign-off shall be made in conjunction with the fire department.

15.20.700: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

Section 15.20.700 of Chapter 15.20 is hereby added to read as follows:

The local responsibility fire hazard severity zone for City of Redlands is designated with geographical boundaries found in the map adopted with ordinance number 2986.

~~15.20.740: VIOLATION; PENALTY:~~

~~A. It is unlawful to violate or fail to comply with any of the provisions of the California fire code, or to fail to comply with any order made pursuant thereto. It is also unlawful to build in violation of any detailed statement of plans or specifications submitted and approved under the California fire code, or any certificate or permit issued thereunder, and from which no appeal has been taken.~~

B. Except as otherwise specified in this chapter, all violations of the California fire code or its appendices, or the amendments thereto contained in this chapter, are misdemeanors and are punishable as provided in title 1, chapter 1.20 of this code.

C. Every person who causes, aids, abets or conceals a violation of the California fire code is guilty of violating the California fire code. Each such person, corporation or firm shall be deemed guilty of a separate offense for each day or portion thereof during which any violation of any provisions of the California fire code is committed, continued, permitted or maintained by such person, firm or corporation."

Section 2. If any subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by State or Federal legislation, such decision or legislation shall not affect the

validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. The provisions of this Ordinance shall be in force on and after the date upon which this Ordinance becomes effective; provided, however, that where complete plans for buildings have been filed and are pending for building permits prior to the effective date of this Ordinance, permits may be issued in compliance with the governing laws at the time of review and approval of such plans, and the applicant may proceed with construction, provided physical construction is commenced within one hundred eighty (180) days from the date of issuance of the permit and continued to completion.

Section 4. Unless superseded and expressly repealed, references in City forms, documents and regulations to Chapter 15.20 of the Redlands Municipal Code and to the former edition of the California Fire Code shall be construed to apply to the corresponding provisions of Chapter 15.20 of the Redlands Municipal Code and the 2025 edition of the California Fire Code as adopted and established by this Ordinance.

Section 5. The City Council hereby determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) for the reason that it can be seen with certainty there is no possibility that the adoption of this Ordinance will have a significant effect on the environment.

Section 6. The City Clerk is hereby directed to publish notice in a newspaper of general circulation within the City, in accordance with Government Code section 6066, of the scheduling of a public hearing to consider adoption of this Ordinance on December 2, 2025. The notice shall state the time and place of the hearing, and shall also state that copies of the California Fire Code, 2025 edition, and the proposed amendments thereto, are on file with the office of the City Clerk and open to public inspection. The notice shall also contain a description which the City Council deems sufficient to serve notice to the interested persons of the purpose of this Ordinance and the subject matter hereof. The City Council further delegates the determination of such sufficiency to the City Manager.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this Ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 2.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider and adopt Ordinance No. 2998 amending Chapter 15.30 of the Redlands Municipal Code and adopting the 2025 Edition of the California Wildland-Urban Interface Code which incorporates by reference the 2024 Wildland-Urban Interface Fire Code, with necessary California and City of Redlands amendments (Fire Chief Sessler)

(Mayor to declare meeting open as a public hearing)

a. Public Hearing to consider Ordinance No. 2998 amending Chapter 15.30 of the Redlands Municipal Code relating to the adoption 2025 California Wildland-Urban Interface Code (California Code of Regulations, Title 24, Part 7 including Appendix A), by reference and making amendments thereto

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PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

I move to adopt Ordinance No. 2998.

RECOMMENDATION:

Staff recommends the City Council open the public hearing, receive any public comment, close the public hearing and adopt Ordinance No. 2998.

DISCUSSION:

Title 15 of the Redlands Municipal Code (RMC) outlines the administrative and technical requirements for building construction within the City of Redlands. Title 15 adopts State building standards and additional model codes by reference. The California Code of Regulations, Title 24, also known as the California Building Standards Code, includes Part 7, the Wildland-Urban Interface Code. The State updates these codes on a three-year cycle, and the most recent edition was published on July 1, 2025. The 2025 California Building Standards Codes will take effect on January 1, 2026.

Under California Building Standards law, cities and counties may adopt building standards that are more restrictive than those in the California Building Standards Code when justified by local climatic, geological, or topographical conditions. Administrative provisions may also be amended as needed.

Through this ordinance, staff is proposing amendments to the Wildland-Urban Interface Code and the adoption of local standards. These localized amendments will be incorporated into Chapter 15.30 of the RMC and will include requirements for fire protection plans for new developments in wildfire hazard areas; vegetation management and defensible space standards; authority to restrict access to undeveloped wildfire hazard areas during hazardous weather conditions; restrictions on outdoor fires during such conditions; and code administration provisions, including permit violation standards. The Fire Code will be amended and adopted separately.

Redlands Municipal Code Chapter 15.30 was originally enacted in 2008 to establish local wildfire safety and mitigation regulations. Beginning in 2026, the California Building Standards Commission will, for the first time, publish a statewide Wildland-Urban Interface Code, consolidating most wildfire safety regulations previously located in the California Fire Code, California Building Code, and California Residential Code. This consolidation is intended to improve accessibility, clarity, and efficiency for all code users, including the general public, design professionals, and contractors.

This ordinance will ensure that Redlands Municipal Code Chapter 15.30 remains consistent and aligned with the newly created 2025 California Wildland-Urban Interface Code.

ALTERNATIVES:

The City Council may request this item to be continued for additional clarification or information regarding the Ordinance.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Vince Anderson, Fire Marshall

Fiscal Impact

Fiscal Year:	2025-2026
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

There is no fiscal impact with the proposed ordinance.

Attachments

2998 Ordinance - Clean
2998 Ordinance - Legislative

ORDINANCE NO. 2998

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 15.30 OF THE REDLANDS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 7) WITH NECESSARY LOCAL AMENDMENTS

WHEREAS, Health and Safety Code Section 17958 and Government Code Section 50022 empower the City to adopt by reference the California Building Standards Code, including the California Wildland-Urban Interface Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make amendments to the California Wildland-Urban Interface Code on the basis of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, the City Council of the City shall make an express finding of local necessity that such modifications or changes are needed; and

WHEREAS, the City Council of the City of Redlands ("City Council") is informed and finds that these climatic, geological and topographical conditions include, but are not limited to, the following conditions;

1. The City receives relatively low amounts of precipitation, and experiences very low relative humidity levels and extremely high temperatures. These climatic conditions are conductive to the spread of fire. For example, the following data was taken from the recorded temperatures and measured rainfall at the San Bernardino County Flood Control District Office, located at 825 East 3rd Street, San Bernardino:

   2022: Maximum temperature greater than 100°F recorded during the months of July, August and September. Total recorded annual rainfall of 2.92.00 inches, with 0.64 inches of rain measured in the months of July, August, September and October.

   2023: Maximum temperature greater than 100°F recorded during the months of July, August and September. Total recorded annual rainfall of 16.4972 inches, with 1.23 inches total of rain measured in the months of July, August and October.

   2024: Maximum temperature greater than 100°F recorded during the months of July, August and September. Total recorded annual rainfall of 14.60 inches, with 0.72 inches total of rain measured in the months of July, August and October.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of more than 40 miles per hour. Extensive

damage often occurs during such winds including downed trees, power lines, utility poles and utility service lines. These adverse conditions cause:

A. Fires.
B. Impairment of emergency apparatus access.
C. Delays in response times of emergency apparatus; and
D. The depletion of apparatus readily available for fire suppression activities.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

3. Within the City there are four earthquake faults:

A. Redlands Heights
B. Banning
C. Crafton
D. The Redlands Fault

Numerous other faults lie in close proximity, including the San Andreas Fault. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including extensive damage to buildings, fire damage to major infrastructure including water and sewer distribution lines, roadways, bridges across a major storm drain and railroad right-of-way, and other impairments to the movement of emergency apparatus.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

4. Within the City development has occurred, and continues to occur, which has resulted in severe traffic congestion during peak hours, weekends and holidays, particularly on the following streets and highways: Citrus Avenue, Cajon Street, Orange Street, Lugonia Avenue, Colton Avenue, Tennessee Street, San Timoteo Canyon, Interstate 10 Freeway, and Alabama Street; thus decreasing response time. This development includes high-rise structures, institutional, commercial, industrial and residential structures. Development has occurred within the portion of the City known as Sunset Hills, where roadways have been built in areas of severe topographical conditions including street and driveway grades in excess of 12%. Such traffic congestion and severe roadway conditions extend the time for emergency vehicles to reach the scene of fires and other emergencies.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to

sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

WHEREAS, this City Council is informed and finds that because the City is subject to the above referenced climatic, geological and topographical conditions, that amendments to the California Wildland-Urban Interface Code, 2025 Edition, are necessary to protect life and property, and that such amendments address the following issues: (1) high fire hazard areas; (2) water supplies; (3) fire extinguishing systems and sprinkler systems, (4) fire safety practices.

WHEREAS, this City Council does hereby determine that the modifications to the 2025 California Wildland-Urban Interface Code, as outlined in this Ordinance, are necessary due to local climatic, geographical and topographical conditions;

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

Section 1. Chapter 15.30 of the Redlands Municipal Code, titled, "Wildland-Urban Interface Code," is hereby deleted in its entirety and rewritten to read as follows:

"CHAPTER 15.30
WILDLAND-URBAN INTERFACE CODE

SECTION:

15.30.010: Findings And Adoption

15.30.020: Definitions

15.30.030: Title

15.30.040: Code Compliance Agency And Authority Having Jurisdiction

15.30.050: Operating Guidelines

15.30.060: Permit Fees

15.30.070: Fees Not Refundable

15.30.080: Inspection Fees

15.30.090: Violation Penalties

15.30.100: Board of Appeals

15.30.110: Fuel Modification Zone Definition

15.30.120: Designated Local Responsibility Fire Hazard Severity Zone

15.30.130: Preliminary Fire Protection Plan

15.30.140: Vegetation Maintenance

15.20.150: Defensible Space

15.20.160: Restricted Entry To Public Lands

15.30.170: Outdoor Fires - Where Prohibited

15.30.180: Firearm Shooting Prohibited In Wildland-Urban Interface Areas

15.30.010: FINDINGS AND ADOPTION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE:

A. Findings: The City Council of the City of Redlands hereby finds and determines:

1. That the International Code Council is a private organization which has been in existence for a period of at least three (3) years.

2. That the international wildland-urban interface code, 2024 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

3. That the international wildland-urban interface code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.

4. That the California wildland-urban interface code, also known as the California code of regulations, title 24, part 7, a portion of the "California building standards code" as defined in the "California building standards law" commencing with section 18901 of the Health And Safety Code, is assigned to the California building standards commission, which by law is responsible for approving all building standards within the state of California. The 2025 edition of the California wildland-urban interface code incorporates by reference the 2024 edition of the international wildland-urban interface code, with necessary California amendments.

5. That a copy of the 2025 California wildland-urban interface code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the Redlands fire department and the office of the city clerk.

B. Adoption Of The California Wildland-Urban Interface Code: The city council of the city of Redlands hereby adopts by reference, the 2025 California wildland-urban interface code, and appendices A, B, and I, including fees and penalties, as compiled and adopted by the California building standards commission; along with certain amendments, additions, deletions and exceptions based upon the city council's findings that the same are necessary based upon local climatic, geologic and topographical conditions. The provisions of the California wildland-urban interface code, California wildland-urban interface code appendix chapters, and the California wildland-urban interface code appendices shall be applicable in all areas within the city of Redlands. The city council of the city of Redlands hereby adopts and amends the 2025 edition of the California wildland-urban interface code, as compiled and published by the California building standards commission.

15.30.020: DEFINITIONS:

A. Wherever the word "jurisdiction" is used in said wildland-urban interface code, it shall mean the city of Redlands.

B. Wherever the term "code official" is used in said wildland-urban interface code, it shall mean the fire code official or building official for the city.

C. Wherever the term "fire department" is used in said wildland-urban interface code, it shall mean the fire department of the city.

D. An employee of the city, when enforcing the California wildland-urban interface code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "peace officer" as those words are used in section 830.31 of the California Penal Code.

15.30.030: TITLE:

Section 101.1 of the California wildland-urban interface code is hereby amended to read as follows:

> 101.1 Title. These regulations shall be known as the wildland-urban interface code of the city of Redlands, hereinafter referred to as "this code."

15.30.040: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

Section 103.1 of the California wildland-urban interface code is hereby amended to read as follows:

> 103.2 Code Compliance Agency and Authority Having Jurisdiction. The fire department and development services departments of the city of Redlands are hereby identified as the dual authorities having jurisdiction. The officials in charge thereof shall be known as the fire code official and building official. The function of the Authorities Having Jurisdiction shall be the implementation, administration, and enforcement of the provisions of this code.

15.30.050: OPERATING GUIDELINES:

Section 104.12 of the California wildland-urban interface code is hereby added to read as follows:

> 104.12 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Wildland-Urban Interface Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.

15.30.060: PERMIT FEES:

Section 108.2 of the California wildland-urban interface code is hereby added to read as follows:

> 108.2 Schedule and Payment of Permit Fees. Permit fees as established by resolution of the city council shall be collected by the management services / finance department. Proof of receipt shall accompany all applications for permit applications prior to inspection and approval by the code official.

15.30.070: FEES NOT REFUNDABLE:

Section 108.6 of the California wildland-urban interface code is hereby added to read as follows:

> 108.6 Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of inspection procedures.

15.30.080: INSPECTION FEES:

Section 108.7 of the California wildland-urban interface code is hereby added to read as follows:

> 108.7 Inspection Fees. The code official is authorized to collect appropriate fees for inspections as established by resolution of the city council of the city.

15.30.090: VIOLATION PENALTIES:

Section 109.3.7 of the California wildland-urban interface code is hereby amended to read as follows:

> Section 109.3.7 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of one thousand dollars ($1,000.00) a day or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The city may also prosecute or enforce violations of this chapter as a criminal offense in accordance with this section.

15.30.100: BOARD OF APPEALS:

Section 114.5 of the California wildland-urban interface code is hereby added to read as follows:

> Section 114.5 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so. Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

15.30.110: FUEL MODIFICATION ZONE DEFINITION:

Section 202, definition of "fuel modification zone", of the California wildland-urban interface code is hereby added to read as follows:

> FUEL MODIFICATION ZONE. A strip of land where combustible vegetation has been thinned, modified, or both, and partially or totally replaced with approved drought-tolerant, fire-resistant, and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces radiant and convective heat, thereby reducing the amount of heat exposure on the roadway or structure and providing fire suppression forces a safer area in which to take action.

15.30.120: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE:

Section 302.3 of the California wildland urban-interface code is hereby added to read as follows:

> The local responsibility fire hazard severity zone for City of Redlands is designated with geographical boundaries found in the map adopted with ordinance number 2986.

15.30.130: PRELIMINARY FIRE PROTECTION PLAN:

Section 602.3.1 of the California wildland urban-interface code is hereby amended to read as follows:

> 4. The preliminary fire protection plan shall address water supply, access, building ignition and fire resistance, fire protection systems and equipment, defensible space and vegetation management.
>
> 5. The preliminary fire protection plan shall be consistent with the requirements of California wildland-urban interface code and the Redlands municipal code.

15.30.140: VEGETATION MAINTENANCE:

Section 603.5 of the California wildland urban-interface code is hereby added to read as follows:

> 603.5.1 Vegetation Maintenance. Persons owning, leasing, controlling, operating or maintaining buildings or structures in, upon or adjoining hazardous fire areas, and persons owning, leasing or controlling land adjacent to such buildings or structures, shall at all times:
>
> Maintain an effective fuel modification zone by removing, clearing, or modifying away combustible vegetation and other flammable materials from areas within 100 feet from such buildings or structures. (See exception 3 for fire-resistive construction and other features for approval and/or a reduction of the fuel modification zone.) The fuel modification zone may be replanted with either approved irrigated, fire-resistant planting material or approved non-irrigated, drought-tolerant, fire-resistant plant material. Use of plants, trees, and/or shrubs on the Redlands fire department wildland urban interface high fire severity area undesirable list, must be specifically approved by the fire code official. Use of any of the plantings on the list is subject to periodic, ongoing inspections by the fire department to ensure proper maintenance. Inspections may incur fees payable by the property owner. Failure to maintain the plants and trees on this list in accordance with plan approval could result in the plants, trees, and/or shrubs being ordered to be removed at the expense of the property owner. Replanting of the fuel modification zone may be required for erosion control.

Exceptions:

1. Single specimens of trees, ornamental shrubbery or similar plants used as ground covers, provided that they do not form a means of rapidly transmitting fire from the native growth to any structure.

2. Grass and other vegetation located more than 30 feet from buildings or structures and less than 18 inches (457 mm) in height above the ground need not be removed where necessary to stabilize the soil and prevent erosion.

3. With the approval of the fire code official, the width of the fuel modification zone may be reduced where fire-resistive structures or other features are constructed. However, in no case shall the fuel modification zone be reduced to less than 30 feet.

Remove portions of trees, which extend within 10 feet of the outlet of a chimney,

Maintain trees adjacent to or overhanging a building free of deadwood, and

Maintain the roof of a structure free of leaves, needles or other dead vegetative growth.

If the owner fails to correct such conditions, the fire code official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists.

15.20.150: DEFENSIBLE SPACE:

Section 604.6 of the California wildland urban-interface code is hereby added to read as follows:

604.6 Defensible Space Zones. All existing habitable buildings and structures withing the High and Very High Fire Hazard Severity Zone (VHFHSZ) shall maintain defensible space in accordance with sections 604.6.1, 604.6.2, and 604.6.3. The fire code official may require additional fuel modification measures to be taken by the property owner when extreme hazardous vegetation conditions are present.

604.6.1 Zone Zero (0-5 feet) – Ember Resistant. Zone zero zones shall be maintained in accordance with sections 604.6.1.1 through 604.6.1.9.

604.6.1.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.

2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.

3. Maintain grasses to a maximum height of four (4) inches.
4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.
5. Vines are to be limited on the structure.
6. Vegetation under windows shall be kept to below eighteen (18) inches.
7. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.1.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.
2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.
3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

604.6.1.3 Balconies, Overhangs, and Porches. The underside of balconies, overhangs, and porches shall be kept clear of combustible vegetation.

604.6.1.4 Organic Wood Chips and Mulch. Organic mulch and wood chip application is prohibited. Non-combustible materials such as concrete, gravel, decomposed granite, or other approved materials shall be used within this zone.

604.6.1.5 Firewood. Firewood shall not be stored within this zone.

604.6.1.6 Chimneys. All chimneys shall have a spark arrestor and all branches shall be a minimum of ten (10) feet from chimneys, stovepipe outlet, and heater outlets.

604.6.1.7 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.1.8 Roofs and Gutters. Maintain the roof and gutters to be free of leaves, needles, or other vegetation.

604.6.1.9 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

604.6.2 Zone One (5-30 feet) – Lean, Clean, and Green Zone. Zone one zones shall be maintained in accordance with sections 604.6.2.1 through 604.6.2.5

604.6.2.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.

2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.

3. Maintain grasses to a maximum height of four (4) inches.

4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.

5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.2.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.

2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.

3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

604.6.2.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

604.6.2.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.2.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

604.6.3 Zone Two (30-100 feet) – Fuel Reduction Zone. Zone one zones shall be maintained in accordance with sections 604.6.3.1 through 604.6.3.5.

604.6.3.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than sixty (60) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.

2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.

3. Maintain grasses to a maximum height of eighteen (18) inches.

4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within four (4) feet of the ground or one-third of its height, whichever is less.

5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.3.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.

2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.

3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

4. All exposed wood piles shall have a minimum of ten (10) feet of clearance down to bare mineral soil in all direction.

604.6.3.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

604.6.3.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.3.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

15.30.160: RESTRICTED ENTRY TO PUBLIC LANDS:

Section A103.1 of the California wildland-urban interface code is hereby amended to read as follows:

A103.1: Restricted Entry To Public Lands. An employee of the jurisdiction, when enforcing the California wildland-urban interface code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation is authorized to determine and publicly announce when wildland-urban interface areas shall be closed to entry and when such areas shall again be open to entry. Entry and occupation of the wildland-urban interface areas during the closure timeframe shall be prohibited. Criteria resulting in the closure of entry may occur during hazardous atmospheric or weather conditions in Redlands including, but not limited to: Extended drought or below average precipitation, high winds and sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the

National Weather Service, or No-Burn Alerts issued by South Coast Air Quality Management District.

15.30.170: OUTDOOR FIRES - WHERE PROHIBITED:

Section A104.7.4 of the California wildland-urban interface code is hereby added to read as follows:

A104.7.4: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted where conditions could cause the spread of fire unless all of the following safety requirements and conditions are met:

1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.

2. No Hazardous Weather Conditions: Outdoor fires shall not be conducted during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.

3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times

4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.

5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.

15.30.180: FIREARM SHOOTING PROHIBITED IN WILDLAND-URBAN INTERFACE AREAS:

Section A104.11 of the California wildland-urban interface code is hereby added as follows:

RMC 15.30.180: Firearm Shooting Prohibited In Wildland-Urban Interface Areas. See Redlands Municipal Code, Title 9, and Chapter 9.20: Weapons, making it unlawful to fire any gun within the corporate limits of the city."

Section 2. If any subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by State or Federal legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would

have passed this Ordinance and each and every subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. The provisions of this Ordinance shall be in force on and after the date upon which this Ordinance becomes effective; provided, however, that where complete plans for buildings have been filed and are pending for building permits prior to the effective date of this Ordinance, permits may be issued in compliance with the governing laws at the time of review and approval of such plans, and the applicant may proceed with construction, provided physical construction is commenced within one hundred eighty (180) days from the date of issuance of the permit and continued to completion.

Section 4. Unless superseded and expressly repealed, references in City forms, documents and regulations to Chapter 15.30 of the Redlands Municipal Code and to the former edition of the California Wildland-Urban Interface Code shall be construed to apply to the corresponding provisions of Chapter 15.30 of the Redlands Municipal Code and the 2025 edition of the California Wildland-Urban Interface Code as adopted and established by this Ordinance.

Section 5. The City Council hereby determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) for the reason that it can be seen with certainty there is no possibility that the adoption of this Ordinance will have a significant effect on the environment.

Section 6. The City Clerk is hereby directed to publish notice in a newspaper of general circulation within the City, in accordance with Government Code section 6066, of the scheduling of a public hearing to consider adoption of this Ordinance on December 2, 2025. The notice shall state the time and place of the hearing, and shall also state that copies of the California Wildland-Urban Code, 2025 edition, and the proposed amendments thereto, are on file with the office of the City Clerk and open to public inspection. The notice shall also contain a description which the City Council deems sufficient to serve notice to the interested persons of the purpose of this Ordinance and the subject matter hereof. The City Council further delegates the determination of such sufficiency to the City Manager.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this Ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2998

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 15.30 OF THE REDLANDS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 7) WITH NECESSARY LOCAL AMENDMENTS

WHEREAS, Health and Safety Code Section 17958 and Government Code Section 50022 empower the City to adopt by reference the California Building Standards Code, including the California Wildland-Urban Interface Code; and

WHEREAS, Health and Safety Code Section 17958.5 authorizes the City to make amendments to the California Wildland-Urban Interface Code on the basis of local climatic, geological or topographical conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that before making any modifications or changes pursuant to Health and Safety Code Section 17958.5, the City Council of the City shall make an express finding of local necessity that such modifications or changes are needed; and

WHEREAS, the City Council of the City of Redlands ("City Council") is informed and finds that these climatic, geological and topographical conditions include, but are not limited to, the following conditions;

1. The City receives relatively low amounts of precipitation, and experiences very low relative humidity levels and extremely high temperatures. These climatic conditions are conductive to the spread of fire. For example, the following data was taken from the recorded temperatures and measured rainfall at the San Bernardino County Flood Control District Office, located at 825 East 3rd Street, San Bernardino:

   2022: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 2.92.00 inches, with 0.64 inches of rain measured in the months of July, August, September, and October.

   2023: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 16.4972 inches, with 1.23 inches total of rain measured in the months of July, August, and October.

   2024: Maximum temperature greater than 100F recorded during the months of July, August, and September. Total recorded annual rainfall of 14.60 inches, with 0.72 inches total of rain measured in the months of July, August, and October.

2. The City is subject to extremely strong winds, commonly referred to as "Santa Ana Winds," which can reach speeds of more than 40 miles per hour. Extensive

damage often occurs during such winds including downed trees, power lines, utility poles and utility service lines. These adverse conditions cause:

A. Fires.
B. Impairment of emergency apparatus access.
C. Delays in response times of emergency apparatus; and
D. The depletion of apparatus readily available for fire suppression activities.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

3. Within the City there are four earthquake faults:

A. Redlands Heights
B. Banning
C. Crafton
D. The Redlands Fault

Numerous other faults lie in close proximity, including the San Andreas Fault. In the event of a severe earthquake, these faults present the potential for catastrophic damage, including extensive damage to buildings, fire damage to major infrastructure including water and sewer distribution lines, roadways, bridges across a major storm drain and railroad right-of-way, and other impairments to the movement of emergency apparatus.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

4. Within the City development has occurred, and continues to occur, which has resulted in severe traffic congestion during peak hours, weekends and holidays, particularly on the following streets and highways: Citrus Avenue, Cajon Street, Orange Street, Lugonia Avenue, Colton Avenue, Tennessee Street, San Timoteo Canyon, Interstate 10 Freeway, and Alabama Street; thus decreasing response time. This development includes high-rise structures, institutional, commercial, industrial and residential structures. Development has occurred within the portion of the City known as Sunset Hills, where roadways have been built in areas of severe topographical conditions including street and driveway grades in excess of 12%. Such traffic congestion and severe roadway conditions extend the time for emergency vehicles to reach the scene of fires and other emergencies.

Specific amendments to the California Wildland-Urban Interface Code contained in this Ordinance pursuant to this express finding of local necessity are made to

sections: 101.1, 103.2, 104.12, 108.2, 108.6, 108.7, 109.3.7, 114.5, 202, 302.3, 603.5, 604.6, A103.1, A104.7.4.

WHEREAS, this City Council is informed and finds that because the City is subject to the above referenced climatic, geological and topographical conditions, that amendments to the California Wildland-Urban Interface Code, 2025 Edition, are necessary to protect life and property, and that such amendments address the following issues: (1) high fire hazard areas; (2) water supplies; (3) fire extinguishing systems and sprinkler systems, (4) fire safety practices.

WHEREAS, this City Council does hereby determine that the modifications to the 2025 California Wildland-Urban Interface Code, as outlined in this Ordinance, are necessary due to local climatic, geographical and topographical conditions;

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

Section 1. Chapter 15.30 of the Redlands Municipal Code, titled, "Wildland-Urban Interface Code," is hereby deleted in its entirety and rewritten to read as follows:

"Chapter 15.30 WILDLAND-URBAN INTERFACE CODE"

CHAPTER 15.30
~~INTERNATIONAL~~ WILDLAND-URBAN INTERFACE CODE

SECTION:

15.30.010: Findings And Adoption

15.30.020: Definitions

15.30.030: Title

15.30.040: Code Compliance Agency And Authority Having Jurisdiction~~Alternative Materials Or Methods~~

15.30.050: Operating Guidelines

~~15.30.050: Work Exempt From Permit~~

15.30.060: Permit Fees

15.30.070: Fees Not Refundable

~~15.30.080: Site Plan~~

15.30.08~~9~~0: Inspection Fees

15.30.090~~110~~: Violation Penalties

15.30.1~~0~~20: Board of Appeals

~~15.30.130: Light Fuel Definition~~

~~15.30.140: Medium Fuel Definition~~

15.30.1~~5~~40: Fuel Modification Zone Definition

~~15.30.190: Scope~~

~~15.30.200: Protection Of Eaves~~

~~15.30.210: Section 504.7 Appendages And Projections~~

~~15.30.220: Section 505.7 Appendages And Projections~~

~~15.30.230: Penalties~~

15.30.120~~240~~: Designated Local Responsibility Fire Hazard Severity Zone

15.30.130: Preliminary Fire Protection Plan

15.30.140~~260~~: Vegetation Maintenance

15.20.150~~250~~: Defensible Space

15.20.160: Restricted Entry To Public Lands

15.30.170~~260~~: Outdoor Fires - Where Prohibited

15.30.180: Firearm Shooting Prohibited In Wildland-Urban Interface Areas

15.30.010: FINDINGS AND ADOPTION OF THE CALIFORNIA WILDLAND-URBAN INTERFACE CODE ~~FIRE CODE~~:

A. Findings: The City Council of the City of Redlands hereby finds and determines:

1. That the International Code Council is a private organization which has been in existence for a period of at least three (3) years.

2. That the international wildland-urban interface code, 2024 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.

3. That the international ~~international~~ wildland-urban interface code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.

4. That the California wildland-urban interface code, also known as the California code of regulations, title 24, part 7, a portion of the "California building standards code" as defined in the "California building standards law" commencing with section 18901 of the Health And Safety Code, is assigned to the California building standards commission, which by law is responsible for approving all building standards within the state of California. The 2025 edition of the California wildland-urban interface code incorporates by reference the 2024 edition of the international wildland-urban interface code, with necessary California amendments.

5. That a copy of the 2025 California wildland-urban interface code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the Redlands fire department and the office of the city clerk.

B. Adoption Of The California ~~Fire Code~~ Wildland-Urban Interface Code: The city council of the city of Redlands hereby adopts by reference, the 2025~~2~~ California ~~fire code~~ wildland-urban interface code, and appendices A~~B~~, B~~B~~, ~~C, CC,~~ and I~~D~~, including fees and penalties, as compiled and adopted by the California building standards commission; along with certain amendments, additions, deletions and exceptions based upon the city council's findings that the same are necessary based upon local climatic, geologic and topographical conditions. The provisions of the California ~~fire code~~ wildland-urban interface code, California ~~fire code~~ wildland-urban interface code appendix chapters, and the California ~~fire code~~ wildland-urban interface code appendices shall be applicable in all areas within the city of Redlands. The city council of the city of Redlands hereby adopts and amends the 2025 edition of the California ~~fire code~~wildland-urban interface code, as compiled and published by the California building standards commission.

~~15.30.010: FINDINGS AND ADOPTION:~~

~~A. Findings: The city council of the city of Redlands hereby finds and determines:~~

~~1. That the International Code Council (ICC) is a private organization which has been in existence for a period of at least three (3) years.~~

~~2. That the international wildland-urban interface code (IWUIC), 2006 edition, published by said organization, is a nationally recognized compilation of proposed rules, regulations, and standards of said organization.~~

~~3. That said international wildland-urban interface code has been printed and published as a code in book form within the meaning of section 50022.2 et seq., of the California Government Code.~~

~~4. That one copy of the 2006 international wildland-urban interface code, certified by the city clerk of the city of Redlands to be a true copy, has been filed for use and examination by the public in the fire prevention office of the fire department of the city.~~

~~5. The sections of said international wildland-urban interface code may be referred to by the number used in said published compilation, preceded by the words "international wildland-urban interface code section" or "wildland-urban interface code section" or "WUI code section," and~~

~~may also be referred to by additional reference to this municipal code and sections therein pertaining to said international wildland-urban interface code.~~

~~B. Adoption: The city council of the city hereby adopts and amends the 2006 edition of the international wildland-urban interface code, and international wildland-urban interface code appendices A, B and D, as compiled and published by the International Code Council. (Ord. 2696 § 1, 2008)~~

15.30.020: DEFINITIONS:

A. Wherever the word "jurisdiction" is used in said wildland-urban interface code, it shall mean the city of Redlands.

B. Wherever the term "code official" is used in said wildland-urban interface code, it shall mean the ~~fire marshal~~fire code official or building official for the city.

~~C. Wherever the term "corporation counsel" is used in said wildland-urban interface code, it shall mean the city attorney for the city.~~

C~~D~~. Wherever the term "fire department" is used in said wildland-urban interface code, it shall mean the fire department of the city.

D~~E~~. An employee of the ~~fire department of the~~ city, when enforcing the ~~international~~ California wildland-urban interface code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation, shall be deemed a "peace officer" as those words are used in section 830.31 of the California Penal Code. ~~(Ord. 2696 § 1, 2008)~~

15.30.030: TITLE:

Section 101.1 of the ~~international~~ California wildland-urban interface code is hereby amended to read as follows:

> 101.1 Title. These regulations shall be known as the wildland-urban interface code of the city of Redlands, hereinafter referred to as "this code."

~~(Ord. 2696 § 1, 2008)~~

15.30.040: CODE COMPLIANCE AGENCY AND AUTHORITY HAVING JURISDICTION:

Section 103.1 ~~of chapter 1, division II~~ of the California wildland-urban interface code is hereby amended to read as follows:

> 103.2 Code Compliance Agency and Authority Having Jurisdiction. The fire department and development services departments of the city of Redlands are hereby identified as the dual authorities having jurisdiction. The officials in charge thereof shall be known as the fire code official and building official. The function

of the Authorities Having Jurisdiction shall be the implementation, administration, and enforcement of the provisions of this code.

15.30.050: OPERATING GUIDELINES:

Section 104.12 of the California wildland-urban interface code is hereby added to read as follows:

104.1~~1~~2 Operating Guidelines. The Redlands Fire Prevention Standard Operating Guidelines are created and adopted to serve as instructions and interpretations of the adopted Wildland-Urban Interface Code. The Redlands Fire Department Fire Prevention Standard Operating Guidelines shall be a published documents, amended from time to time to provide current instruction and interpretation.

~~15.30.040: ALTERNATIVE MATERIALS OR METHODS:~~

~~Section 103.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~103.3 Alternative Materials Or Methods. The code official, in concurrence with approval from the building official and fire chief, is authorized to approve alternative materials or methods, provided that the code official finds that the proposed design, use or operation satisfactorily complies with the intent of this code and that the alternative is, for the purpose intended, at least equivalent to the level of quality, strength, effectiveness, fire resistance, durability and safety prescribed by this code. Approvals under the authority herein contained shall be subject to the approval of the building official whenever the alternate material or method involves matters regulated by the California building code.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.050: WORK EXEMPT FROM PERMIT:~~

~~Section 105.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~105.3 Work Exempt From Permit. Unless otherwise provided in the requirements of the California building code, a permit shall not be required for the following: (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

15.30.0~~66~~0: PERMIT FEES:

Section 10~~8~~5.2~~11~~ of the ~~international~~ California wildland-urban interface code is hereby added to read as follows:

10~~85~~.2~~11~~ Schedule and Payment of Permit Fees. Permit fees as established by resolution of the city council shall be collected by the management services / finance department. Proof of receipt shall accompany all applications for permit applications prior to inspection and approval by the code official.

~~(Ord. 2696 § 1, 2008)~~

15.30.070: FEES NOT REFUNDABLE:

Section 10~~85~~.6~~12~~ of the ~~international~~ California wildland-urban interface code is hereby added to read as follows:

10~~85~~.6~~12~~ Fees Not Refundable. Permit fees shall not be refundable for any reason after initiation of inspection procedures.

~~(Ord. 2696 § 1, 2008)~~

~~15.30.080: SITE PLAN:~~

~~Section 106.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~106.3 Site Plan. In addition to the requirements for plans in the California building code, site plans shall include topography, width and percent of grade of access roads, landscape and vegetation details, locations of structures or building envelopes, existing or proposed overhead utilities, occupancy classification of buildings, types of ignition- resistant construction of buildings, structures and their appendages, roof classification of buildings, and site water supply systems.~~

~~(Ord. 2696 § 1, 2008)~~

15.30.0~~89~~0: INSPECTION FEES:

Section ~~107.1.2.1~~108.7 of the ~~international~~ California wildland-urban interface code is hereby added to read as follows:

108.7 ~~107.1.2.1~~ Inspection Fees. The code official is authorized to collect appropriate fees for inspections as established by resolution of the city council of the city.

~~(Ord. 2696 § 1, 2008)~~

~~15.30.140: BOARD OF APPEALS:~~

~~Section 114.5 of the California wildland-urban interface code is hereby added to read as follows:~~

~~114.5 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so. Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.~~

~~15.30.100: TERMS DEFINED IN OTHER CODES:~~

~~Section 201.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~201.3 Terms Defined In Other Codes. Where terms are not defined in this code and are defined in other California or international codes, such terms shall have the meanings ascribed to them as in those codes.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.110: BUILDING OFFICIAL DEFINITION:~~

~~Section 202, definition of "building official", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of the California building code, or the building official's duly authorized representative.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.120: HEAVY FUEL DEFINITION:~~

~~Section 202, definition of "fuel, heavy", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~FUEL, HEAVY. Vegetation consisting of round wood 3 to 8 inches (76 to 203 mm) in diameter. Heavy fuels represent dense conifer stands where there is a heavy accumulation of litter and downed woody material. See applicable national fire danger rating system (NFDR), fuel models G & U as described in appendix D.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.130: LIGHT FUEL DEFINITION:~~

~~Section 202, definition of "fuel, light", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~FUEL, LIGHT. Vegetation consisting of herbaceous plants and round wood less than 1/4 inch (6.4 mm) in diameter. Light fuels represent western grasslands vegetated by annual or perennial grasses and forbs. Grasses and forbs are the primary ground fuel, but there can be enough needle litter and branch wood present from an open pine stand to contribute to the fuel loading. See applicable national fire danger rating system (NFDR), fuel models A, C & L as described in appendix D.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.140: MEDIUM FUEL DEFINITION:~~

~~Section 202, definition of "fuel, medium", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~FUEL, MEDIUM. Vegetation consisting of round wood 1/4 to 3 inches (6.4 mm to 76 mm) in diameter. Medium fuels represent mature, dense fields of California mixed chaparral. See applicable national fire danger rating system (NFDR), fuel models B & F as described in appendix D.~~

~~(Ord. 2696 § 1, 2008)~~

15.30.090: VIOLATION PENALTIES:

Section 109.3.7 of the California wildland-urban interface code is hereby amended to read as follows:

> Section 109.3.7 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of one thousand dollars ($1,000.00) a day or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. The city may also prosecute or enforce violations of this chapter as a criminal offense in accordance with this section.

15.30.100: BOARD OF APPEALS:

Section 114.5 of the California wildland-urban interface code is hereby added to read as follows:

> 114.5 Board of Appeals. The city planning commission shall serve as the board of appeals. The chief building official, director of development services and the fire chief of the city, or their respective designees, shall serve in an advisory capacity when requested to do so.

Board members shall disqualify themselves and shall not participate in any decision in which they have a conflict of interest.

15.30.1150: FUEL MODIFICATION ZONE DEFINITION:

Section 202, definition of "fuel modification zone", of the ~~international~~ California wildland-urban interface code is hereby added to read as follows:

—FUEL MODIFICATION ZONE. A strip of land where combustible vegetation has been thinned, modified, or both, and partially or totally replaced with approved drought-tolerant, fire-resistant, and/or irrigated plants to provide an acceptable level of risk from vegetation fires. Fuel modification reduces radiant and convective heat, thereby reducing the amount of heat exposure on the roadway or structure and providing fire suppression forces a safer area in which to take action.

~~(Ord. 2696 § 1, 2008)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.170: EXCEPTION:~~

~~Section 404.5, subsection 2, "Exception", of the international wildland-urban interface code is hereby amended to read as follows:~~

~~Exception: A reduction in required flow rate of up to 50 percent, as approved by the code official, is allowed when the building is provided with an approved automatic sprinkler system. The resulting water supply shall not be less that 1,500 gallons per minute (94.6 l/s).~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.180: STANDBY POWER:~~

~~Section 404.10.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~404.10.3 Standby Power. Stationary water supply facilities within the wildland-urban interface area dependent on electrical power to meet adequate water supply demands shall provide standby power systems in accordance with the California electrical code to ensure that an uninterrupted water supply is maintained. The standby power source shall be capable of providing power for a minimum of two hours. (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.190: SCOPE:~~

~~Section 501.1 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~501.1 Scope. Buildings and structures shall be constructed in accordance with the California building code and this code. (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.200: PROTECTION OF EAVES:~~

~~Section 504.3 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~504.3 Protection Of Eaves. Eaves and soffits shall be protected on the exposed underside by materials approved for a minimum of 1-hour fire-resistance-rated construction, 2-inch (51 mm) nominal dimension lumber, or 1-inch (25.4 mm) nominal fire-retardant-treated lumber or 3/4-inch (19 mm) nominal fire-retardant-treated plywood, identified for exterior use and meeting the requirements of section 2303.2 of the California building code. Facias are required and shall be protected on the backside by materials approved for a minimum of 1-hour fire-resistance-rated construction or 2-inch (51 mm) nominal dimension lumber.~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.210: SECTION 504.7 APPENDAGES AND PROJECTIONS:~~

~~Section 504.7 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~504.7 Appendages And Projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-resistance-rated construction, heavy timber construction or constructed of approved noncombustible materials or fire-retardant-treated wood identified for exterior use and meeting the requirements of section 2303.2 of the California building code. (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.220: SECTION 505.7 APPENDAGES AND PROJECTIONS:~~

~~Section 505.7 of the international wildland-urban interface code is hereby amended to read as follows:~~

~~505.7 Appendages And Projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be a minimum of 1-hour fire-resistance-~~

~~rated construction, heavy timber construction or constructed of approved noncombustible materials or fire-retardant-treated wood identified for exterior use and meeting the requirements of section 2303.2 of the California building code. (Remainder of section remains the same.)~~

~~(Ord. 2696 § 1, 2008)~~

~~15.30.230: PENALTIES:~~

~~If any person shall violate any of the provisions of this chapter, or fail to comply with any of the mandatory requirements of this chapter, such person shall be guilty of an infraction. Any person convicted of an infraction shall be punishable by: a) a fine of not more than one hundred dollars ($100.00) for a first violation; b) a fine not exceeding two hundred dollars ($200.00) for a second violation of this chapter within one year; and c) a fine not exceeding five hundred dollars ($500.00) for each additional violation of this chapter within one year. Each such person shall be deemed guilty of a separate offense for every day during such portion of which any violation of this chapter is committed, continued or permitted by such person, and shall be punishable therefor as provided by this chapter. (Ord. 2696 § 1, 2008)~~

15.30.120: DESIGNATED LOCAL RESPONSIBILITY FIRE HAZARD SEVERITY ZONE

Section 302.3 of the California wildland urban-interface code is hereby added to read as follows:

> The local responsibility fire hazard severity zone for City of Redlands is designated with geographical boundaries found in the map adopted with ordinance number 2986.

15.30.130: PRELIMINARY FIRE PROTECTION PLAN

Section 602.3.1 of the California wildland urban-interface code is hereby amended to read as follows:

> 4. The preliminary fire protection plan shall address water supply, access, building ignition and fire resistance, fire protection systems and equipment, defensible space and vegetation management.
>
> 5. The preliminary fire protection plan shall be consistent with the requirements of California wildland-urban interface code and the Redlands municipal code.

15.30.~~240~~140: VEGETATION MAINTENANCE

~~Section 603.5 of the~~ Section 603.5 of the California wildland urban-interface code is hereby added to read as follows:

~~4906.1.1~~603.5.1 – Vegetation Maintenance. Persons owning, leasing, controlling, operating or maintaining buildings or structures in, upon or adjoining hazardous fire areas, and persons owning, leasing or controlling land adjacent to such buildings or structures, shall at all times:

Maintain an effective fuel modification zone by removing, clearing, or modifying away combustible vegetation and other flammable materials from areas within 100 feet from such buildings or structures. (See exception 3 for fire-resistive construction and other features for approval and/or a reduction of the fuel modification zone.) The fuel modification zone may be replanted with either approved irrigated, fire-resistant planting material or approved non-irrigated, drought-tolerant, fire-resistant plant material. Use of plants, trees, and/or shrubs on the Redlands fire department wildland urban interface high fire severity area undesirable list, must be specifically approved by the fire code official. Use of any of the plantings on the list is subject to periodic, ongoing inspections by the fire department to ensure proper maintenance. Inspections may incur fees payable by the property owner. Failure to maintain the plants and trees on this list in accordance with plan approval could result in the plants, trees, and/or shrubs being ordered to be removed at the expense of the property owner. Replanting of the fuel modification zone may be required for erosion control.

Exceptions:

1. Single specimens of trees, ornamental shrubbery or similar plants used as ground covers, provided that they do not form a means of rapidly transmitting fire from the native growth to any structure.

2. Grass and other vegetation located more than 30 feet from buildings or structures and less than 18 inches (457 mm) in height above the ground need not be removed where necessary to stabilize the soil and prevent erosion.

3. With the approval of the fire code official, the width of the fuel modification zone may be reduced where fire-resistive structures or other features are constructed. However, in no case shall the fuel modification zone be reduced to less than 30 feet. ~~See California building code chapter 7A and international wildland-urban interface code for the minimum requirements of a fire-resistive structure.~~

Remove portions of trees, which extend within 10 feet of the outlet of a chimney,

Maintain trees adjacent to or overhanging a building free of deadwood, and

Maintain the roof of a structure free of leaves, needles or other dead vegetative growth.

If the owner fails to correct such conditions, the fire code official is authorized to cause the same to be done and make the expense of such correction a lien upon the property where such condition exists.

15.20.150~~660~~: DEFENSIBLE SPACE

Section 604.6 of the California wildland urban-interface code is hereby added to read as follows:

604.6 Defensible Space Zones. All existing habitable buildings and structures withing the High and Very High Fire Hazard Severity Zone (VHFHSZ) shall maintain defensible space in accordance with sections ~~4907.4.1~~604.6.1, ~~4907.4.2~~604.6.2, and ~~4907.4.3~~604.6.3. The fire code official may require additional fuel modification measures to be taken by the property owner when extreme hazardous vegetation conditions are present.

604.6.1 Zone Zero (0-5 feet) – Ember Resistant. Zone zero zones shall be maintained in accordance with sections ~~4907.4.1.1~~604.6.1.1 through ~~4907.4.1.8~~604.6.1.9.

604.6.1.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.
2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.
3. Maintain grasses to a maximum height of four (4) inches.
4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.
5. Vines are to be limited on the structure.
6. Vegetation under windows shall be kept to below eighteen (18) inches.
7. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.1.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.
2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.

3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

604.6.1.3 Balconies, Overhangs, and Porches. The underside of balconies, overhangs, and porches shall be kept clear of combustible vegetation.

604.6.1.4 Organic Wood Chips and Mulch. Organic mulch and wood chip application is prohibited. Non-combustible materials such as concrete, gravel, decomposed granite, or other approved materials shall be used within this zone.

604.6.1.5 Firewood. Firewood shall not be stored within this zone.

604.6.1.6 Chimneys. All chimneys shall have a spark arrestor and all branches shall be a minimum of ten (10) feet from chimneys, stovepipe outlet, and heater outlets.

604.6.1.7 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.1.8 Roofs and Gutters. Maintain the roof and gutters to be free of leaves, needles, or other vegetation.

604.6.1.9 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

604.6.2 Zone One (5-30 feet) – Lean, Clean, and Green Zone. Zone one zones shall be maintained in accordance with sections ~~4907.4.2.1~~604.6.2.1 through ~~4907.4.2.5.~~ 604.6.2.5

604.6.2.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than fifty (50) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.
2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.
3. Maintain grasses to a maximum height of four (4) inches.
4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within 4 feet of the ground or one-third of its height, whichever is less.
5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.2.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.
2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.
3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

604.6.2.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

604.6.2.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.2.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

604.6.3 Zone Two (30-100 feet) – Fuel Reduction Zone. Zone one zones shall be maintained in accordance with sections ~~4907.4.3.1~~604.6.3.1 through ~~4907.4.3.5~~604.6.3.5.

604.6.3.1 Vegetation. Vegetation shall be in accordance with the following:

1. Ornamental and native shrubs shall be thinned, relocated, or removed to provide no more than sixty (60) percent density and/or coverage and shall be positioned to limit plan continuity and inhibit fire progression.
2. Remove all dead, dying, or diseased vegetation, including where applicable on portions of live vegetation and dead, dying, or diseased grass, plants, shrubs, branches, leaves, and weeds.
3. Maintain grasses to a maximum height of eighteen (18) inches.
4. Maintain large shrubs and hedges exceeding six (6) feet in height such that limbs are not within four (4) feet of the ground or one-third of its height, whichever is less.
5. Consideration shall be given to properties with more fire-resistive construction, lower flammability plant species, and frequent irrigation.

604.6.3.2 Tree Maintenance. Tree maintenance shall be in accordance with the following:

1. Trees shall be maintained (i.e., cleaned, thinned, raised) to reduce the spread of fire.

2. Tree branches shall have six (6) feet of clearance above roofs, combustible fences, combustible structures, and the ground. Additional clearance equal to three (3) times the height of the shrub is needed if shrubs are located under tree branches.

3. Dead, dying, or diseased trees shall be removed. An evaluation by a licensed arborist with recommendations on removal of dying or diseased trees may be required by the fire code official.

4. All exposed wood piles shall have a minimum of ten (10) feet of clearance down to bare mineral soil in all direction.

604.6.3.3 Organic Wood Chips and Mulch. Organic mulch and wood chips shall be kept at a depth of three (3) inches.

604.6.3.4 Propane Tanks. Dead, dying, or diseased vegetation shall be removed from within ten (10) feet of propane tanks.

604.6.3.5 Firefighter Access. Remove hazardous items that would hinder existing firefighter access to all sides of the structure.

15.30.160~~250~~: RESTRICTED ENTRY TO PUBLIC LANDS

Section A103.1 of the California wildland-urban interface code is hereby amended to read as follows:

A103.1: Restricted Entry To Public Lands. ~~The fire chief or their designated representative~~ An employee of the jurisdiction, when enforcing the California wildland-urban interface code, this municipal code and other laws, rules and regulations relating to fire and life safety, fire prevention and fire investigation is authorized to determine and publicly announce when wildland-urban interface areas shall be closed to entry and when such areas shall again be open to entry. Entry and occupation of the wildland-urban interface areas during the closure timeframe shall be prohibited. Criteria resulting in the closure of entry may occur during hazardous atmospheric or weather conditions in Redlands including, but not limited to: Extended drought or below average precipitation, high winds and sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued by the National Weather Service, or No-Burn Alerts issued by South Coast Air Quality Management District.

15.30.170~~260~~: OUTDOOR FIRES - WHERE PROHIBITED

Section A104.7.4 of the California wildland-urban interface code is hereby ~~amended~~ added to read as follows:

A104.7.4: Outdoor Fires - Where Prohibited. The outdoor fires shall not be conducted ~~within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations~~ where conditions could cause the spread of fire ~~to the WRA or WUI,~~ unless all of the following safety requirements and conditions are met:

1. Location: Outdoor fires shall only be conducted at inhabited premises, contained within a permanent barbeque, portable barbeque, outdoor fireplace, or grill, and located a minimum of 30 feet from any combustible material or nonfire-resistant vegetation.

2. No Hazardous Weather Conditions: Outdoor fires shall not be conducted~~operated~~ during hazardous atmospheric or weather conditions in Redlands including, but not limited to: High winds and ~~-~~sustained gusts exceeding 15 miles per hour, relative humidity less than 20 percent, Red Flag Warnings issued ~~for the Redlands area~~ by the National Weather Service, and No-Burn Alerts issued by South Coast Air Quality Management District.

3. Spark Arrestor/Screen Covering Required: Outdoor open flame appliances and devices shall be provided with a spark arrestor or screen covering. Outdoor fireplaces, barbeques, and grills shall be maintained in good repair and in safe condition at all times

4. Supervision & Means of Extinguishment: Outdoor fires shall be constantly attended by a person 21 years or older until the fire is extinguished. Not fewer than one currently serviced portable fire extinguisher with a minimum 4:A-40:BC (4 Gallon) rating, shall be available for immediate utilization.

5. Deliberate or Negligent Burning Prohibited: It shall be unlawful to deliberately or through negligence set fire to or cause the burning of combustible material in such a manner as to endanger the safety of persons or property. Reckless behavior involving outdoor fires is subject to an order issued by the fire department to immediately extinguish the fire.

15.30.180~~270~~: FIREARM SHOOTING PROHIBITED IN WILDLAND-URBAN INTERFACE AREAS

Section A104.11~~7~~ of the California wildland-urban interface code is hereby added as follows:

RMC 15.30.180~~270~~: Firearm Shooting Prohibited In Wildland-Urban Interface Areas. See Redlands Municipal Code, Title 9, and Chapter 9.20: Weapons, making it unlawful to fire any gun within the corporate limits of the city.

Section 2. If any subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by State or Federal legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would

have passed this Ordinance and each and every subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

Section 3. The provisions of this Ordinance shall be in force on and after the date upon which this Ordinance becomes effective; provided, however, that where complete plans for buildings have been filed and are pending for building permits prior to the effective date of this Ordinance, permits may be issued in compliance with the governing laws at the time of review and approval of such plans, and the applicant may proceed with construction, provided physical construction is commenced within one hundred eighty (180) days from the date of issuance of the permit and continued to completion.

Section 4. Unless superseded and expressly repealed, references in City forms, documents and regulations to Chapter 15.30 of the Redlands Municipal Code and to the former edition of the California Wildland-Urban Interface Code shall be construed to apply to the corresponding provisions of Chapter 15.30 of the Redlands Municipal Code and the 2025 edition of the California Wildland-Urban Interface Code as adopted and established by this Ordinance.

Section 5. The City Council hereby determines that the adoption of this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) for the reason that it can be seen with certainty there is no possibility that the adoption of this Ordinance will have a significant effect on the environment.

Section 6. The City Clerk is hereby directed to publish notice in a newspaper of general circulation within the City, in accordance with Government Code section 6066, of the scheduling of a public hearing to consider adoption of this Ordinance on December 2, 2025. The notice shall state the time and place of the hearing, and shall also state that copies of the California Wildland-Urban Code, 2025 edition, and the proposed amendments thereto, are on file with the office of the City Clerk and open to public inspection. The notice shall also contain a description which the City Council deems sufficient to serve notice to the interested persons of the purpose of this Ordinance and the subject matter hereof. The City Council further delegates the determination of such sufficiency to the City Manager.

Section 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this Ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Continued Public Hearing to consider Ordinance No. 2993 - Ordinance Text Amendment No. 370 to update the development standards and design regulations contained in Redlands Municipal Code Chapter 18.156, Article VII, pertaining to the construction of accessory dwelling units (ADUs). This proposal qualifies for exemption from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines.

(Mayor to declare meeting open as a public hearing)
(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor states that the public hearing remains open.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public
   (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

I move to introduce Ordinance No. 2993.

RECOMMENDATION:

The Planning Commission reviewed the draft ordinance in a public hearing held on October 14, 2025, and unanimously recommended that the City Council approve the proposed ordinance.

BACKGROUND:

On November 18, 2025, the City Council held a public hearing, received public comments and discussed the draft ordinance. The draft ordinance presented by staff limited the height of detached ADU's to 16 feet (16'), which essentially prohibited a new two-story ADU - except over an existing garage, which is allowed pursuant to State law.

The City Council directed staff to modify the proposed ordinance to allow an ADU to be constructed over a new accessory structure or garage, thus creating a two-story structure as long as the structure was set back at least ten feet (10') from all adjacent single-family properties.

SUMMARY:

The amended text has been added to Table 18.156.450(H), Development Standards for ADUs in Single-Family Residential Districts, and reads as follows:

> "Two-story ADU or accessory structure/garage with an ADU:
> Up to 25 feet (25'), if the structure is at least ten feet (10') from the side property line(s) of an abutting single-family zoned property."

In addition, staff has made a few other minor edits to ensure that our ordinance is consistent with State law.

ENVIRONMENTAL REVIEW:

The proposed code amendment is exempt from environmental review in accordance with Section 15282 (Other Statutory Exemptions) of the California Environmental Quality Act Guidelines. Section 15282(h) states, “The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions" of State law is exempt from environmental review. The proposed ordinance meets the intent and purpose of that exemption. Accordingly, no further environmental review is necessary.

ALTERNATIVES:

1. City Council may suggest changes to the proposed draft ordinance;
2. City Council can continue the proposal and direct staff to address any further issues.

STRATEGIC PLAN:

The proposed ordinance will help implement Priority A (Quality of Life) contained in the Redlands Strategic Plan.

Strategic Objective 2 (Economic Vitality): Implement policies and programs to expand the City’s affordable housing opportunities.

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Brian Foote, City Planner/Planning Manager

Attachments

Attachment A-2: Ordinance No. 2993 (Clean)
Attachment A-1: Ordinance No. 2993 (Legislative)
Attachment B: City Council Staff Report of Nov. 18, 2025

ORDINANCE NO. 2993

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, ARTICLE VII (SECOND RESIDENTIAL DWELLING UNITS), UPDATING DEVELOPMENT STANDARDS TO ALIGN WITH CURRENT STATE LAW.

WHEREAS, the City has initiated Ordinance Text Amendment No. 370 in accordance with Chapter 18.204 of the Redlands Municipal Code; and

WHEREAS, the City Council finds that the City of Redlands faces a serious housing problem and the lack of access to affordable housing has a direct impact upon the health, safety, and welfare of the residents of the City; and

WHEREAS, the California Legislature has consistently recognized the continuing need for affordable housing in California, stating in Government Code § 65580, that "the availability of housing is of vital statewide importance, and the early attainment of decent housing… is a priority of the highest order" and, further, that, "local… governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community"; and

WHEREAS, affordable housing is regulated by a variety of state and local laws, ordinances, and policies, and the Regional Housing Needs Allocation (RHNA) requires the City to provide for the development of a specified number of housing units. The City's Housing Production allocation for the 2021-2029 allocation cycle calls for the development of 2,234 new affordable housing units as follows: 652 units are needed for moderate-income households, 615 units are needed for low-income households and 967 units are needed for very low and extremely low-income households; and

WHEREAS, a lack of new units affordable to very-low, low and moderate-income households within the City will have a substantially negative impact because: (1) housing will have to be built far from employment centers, which will increase commuting and negatively impact traffic, air and noise pollution, and (2) the City and employers within the City will find it difficult to recruit and retain employees; and

WHEREAS, the State of California requires each city to develop a general plan establishing policies for future development. As specified in the California Government Code, the general plan must: (i) encourage the development of a variety of housing types for all income levels; and (ii) assist in the development of adequate housing to meet the needs of low and moderate-income households; and

WHEREAS, California Government Code § 65583.1 allows a city or county to identify housing sites by a variety of methods, including identifying properties for accessory dwelling units as sites that may qualify for households of varying income levels; and

WHEREAS, the City has authority under its police power to protect the public health, safety, and welfare, by imposing land use regulations that that will provide additional housing that is affordable to all income levels that is dispersed throughout the City; and

WHEREAS, the implementation of this ordinance will aid the City in achieving the goal of making housing availability more diverse, dispersed, and affordable; and

WHEREAS, the City of Redlands is required to update Article VII of Chapter 18.156 of the Zoning Regulations to implement Program No. 1.6-3 contained in the certified and adopted 2021-2029 Housing Element; and

WHEREAS, California Government Code § 66318 states: (a) a local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of State law; and, (b) an accessory dwelling unit ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth; and

WHEREAS, on October 14, 2025, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 370; and

WHEREAS, the Planning Commission has determined that the proposed Ordinance Text Amendment would be consistent with, and will implement, Program No. 1.6-3 contained in the certified and adopted 2021-2029 Housing Element; and

WHEREAS, the proposed Ordinance Text Amendment No. 370 is exempt from environmental review in accordance with Section 15282 of the California Environmental Quality Act Guidelines; and

WHEREAS, on October 14, 2025, the Planning Commission recommended to the City Council that proposed Ordinance Text Amendment No. 370 be approved; and

WHEREAS, in accordance with California Government Code § 65090, on or about November 7, 2025, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2993 would be considered by City Council; and

WHEREAS, on November 18, 2025, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2993 and continued the public hearing to December 16, 2025;

WHEREAS, on December 16, 2025, the City Council continued the public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2993.

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

Section 1. Environmental Determination. The City Council has reviewed the matter and, based upon the facts and information contained in the staff report, administrative record, and written and oral testimony, hereby finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15282 (Other Statutory Exemptions) of the CEQA Guidelines. Section 15282(h) states, "The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions" of State law is exempt from environmental review. Therefore, no further environmental review is necessary.

Section 2. Chapter 18.156 (Development Provisions for Specific Uses), Article VII entitled, "Second Residential Dwelling Units," is amended in its entirety to read as follows:

"Article VII. Accessory Dwelling Units

18.156.430: PURPOSE:

The purpose of this article is to establish the procedure for permitting an accessory dwelling unit on lots zoned for residential uses. If this chapter is silent regarding a development standard or other applicable provision, then State law pertaining to an ADU is incorporated herein by reference (California Government Code § 66310, *et seq*). If any provisions contained in this Article conflict with applicable State law, as amended, then State law shall prevail.

18.156.440: ACCESSORY DWELLING UNIT DEFINED:

A. "Accessory dwelling unit (ADU)" means a detached or attached residential dwelling unit which provides complete, independent living facilities for one or more persons, inclusive of, but not limited to, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as a single-family dwelling or multifamily dwelling is situated or proposed for development. An accessory dwelling unit also includes an efficiency unit as defined in California Health and Safety Code § 17958.1, and a manufactured home as defined in California Health and Safety Code § 18007.

An accessory dwelling unit does not exceed the allowable density for the lot upon which it is located, and an accessory dwelling unit is a residential use that is consistent with the existing general plan and zoning designation for the subject property.

18.156.450: APPROVAL REQUIRED:

A. Application for construction of an accessory dwelling unit shall be made in the form of a site plan, floor plan, and building elevations, and shall be granted by the city's Community Development Director provided the application meets the provisions of this article.

1. Application submittal items shall include:

a. Building permit application form and any other required application forms.

b. Site Plan and Floor Plan (to include property size data, floor area data, setback dimensions, and other applicable data to permit analysis of Building Code compliance);

c. Architectural elevations (to include building dimensions, building height, dimensions of architectural features, and labels for exterior materials and colors);

d. Other required Plan Check submittal items: roof plan, foundation plan, framing plan, structural calculations (where required), and Title 24 (California Energy Code, current edition) Energy Compliance Documents; and

e. Rent reporting information: the applicant must provide the City with an estimate of the projected annualized rent that will be charged for the ADU or Junior ADU (California Government Code §§ 65583.1 and 66330). Within 90 days after each January 1 following issuance of the building permit, the owner must report the actual rent charged for the ADU or Junior ADU during the prior year. If the City does not receive the report within the 90-day period, the owner is in violation of this Code, and the City may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the City may enforce this provision in accordance with applicable law.

2. The application will be reviewed for completeness within fifteen (15) business days after the City receives the application submittal or resubmittal (California Government Code § 66317(a)(2)) and the applicant notified in writing.

3. Applicants may informally appeal a completeness determination to the Director within ten (10) days of receipt of a written determination. An applicant may also file a formal written appeal of the Director's completeness determination pursuant to paragraph B of this section.

B. The City shall approve or deny an application ministerially, without discretionary review or a public hearing, within sixty (60) days from the date the City received a complete application.

1. If the application is denied within sixty (60) days of receiving a completed application, then the City shall (within the time period described in California Government Code § 66317(a)) return a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. The applicant may revise and resubmit application materials or project plans prior to any final ministerial decision to deny the project.

2. If a detached garage is proposed to be replaced with an ADU, the demolition permit shall be reviewed ministerially with the application for the ADU and issued at the same time. The applicant shall not be otherwise required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an ADU, unless the property is located within an architecturally and historically significant historic district.

3. The provisions of this chapter shall not be implemented in conjunction with Chapter 18.06 (Fair Housing Reasonable Accommodations for Persons with Disabilities) of this title, or Chapter 18.156, Article XV (Single Room Occupancy Facilities) of this title. The provisions of this chapter shall not be implemented in conjunction with Chapter 17.12 (Urban Lot Splits into Two Residential Parcels) of Title 17 of the Redlands Municipal Code for projects involving an urban lot split pursuant to Senate Bill 9 (Chapter 162, Statutes of 2021).

4. Only the permit applicant or the property owner of the subject property may appeal the Director's final decision denying a building permit to the planning commission within ten (10) days of the Director's decision, in accordance with section 18.12.110 of this title, on forms provided by the city and upon payment of the fees established by resolution of the city council. The decision of the commission shall be final, unless an appeal therefrom is taken to the city council as provided for in section 18.12.110 of Chapter 18.12 of this title. All appeal decisions and the final written determination shall be provided not later than sixty (60) business days after receipt of the applicant's written appeal.

Prior to approval, the application must demonstrate compliance with the following criteria:

C. The accessory dwelling unit is located on property zoned for single-family or multi-family use, or a mixed-use zone that allows residential uses, or an equivalent residential or mixed use district of a specific plan. For purposes of this section, a single-family zone is one where the zoning of the lot permits a single-family residence.

D. The lot contains an existing single-family dwelling (or has a permit for a proposed single-family dwelling) or contains an existing multi-family dwelling (or has a permit for a proposed multi-family dwelling). The number(s) and type(s) of ADU allowed to be constructed per property shall comply with current State law.

E. The square footage for the accessory dwelling unit does not exceed the following standards:

1. The total area of floor space for a detached accessory dwelling unit shall not exceed one thousand two hundred (1,200) square feet if located in a single-family zone or district. An ADU of eight hundred (800) square feet or less must be allowed to be constructed if in compliance with all other local development standards, in accordance with State law (California Government Code §§ 66321(b)(3), 66323(a)).

2. The increased floor area for an attached accessory dwelling unit shall not exceed fifty percent (50%) of the existing living area of the primary single-family dwelling unit, or one thousand two hundred (1,200) square feet, whichever is smaller. An ADU of eight hundred (800) square feet or less must be allowed to be constructed if in compliance with all other local development standards, in accordance with State law.

3. The total living space for a Junior ADU shall not exceed five hundred (500) square feet, in accordance with State law. The Junior ADU must be constructed within the existing or proposed primary dwelling unit, or within enclosed uses within the residence such as an attached garage.

4. For multifamily dwelling structures in a multifamily zone or district, refer to the applicable provisions of California Government Code § 66323(a)(3-4). The development standards of the multifamily zoning district in which the multifamily structure is located shall apply (unless exempt pursuant to California Government Code § 66323(b)), except that the height of an ADU shall not exceed the applicable limits specified in California Government Code § 66321(b), as amended.

5. Nothing in this article prohibits or otherwise restricts the creation of an efficiency unit (California Government Code § 66313) or an ADU pursuant to subdivision (a) of California Government Code § 66323.

6. References to the allowable square footage limitations of an ADU or Junior ADU refer to square footage of "interior livable space" (California Government Code §§ 66313, 66321).

F. The accessory dwelling unit is either attached to the existing dwelling or is a detached unit located on the same lot as the existing dwelling, and the number of ADU(s) on the subject property complies with State law.

G. The ADU(s) may be rented. Rental or lease terms shall not be less than thirty (30) days. Except as provided in State law (commencing with California Government Code § 66340), the accessory dwelling unit may be rented separate from the primary residence, but shall not be sold or otherwise conveyed separate from the primary residence.

H. Development Standards for ADUs.

1. The ADU complies with city or applicable State requirements relating to height, setback, architectural design and maximum size of the unit.

a. Refer to Table 18.156.450(H) for a summary of standards applicable in zones that allow single-family residential uses and single-family districts of adopted Specific Plans.

b. Refer to current State law (California Government Code § 66323(a)(4)) for applicable developments standards within multifamily residential zones (R-2, R-2-2000, and R-3 zones of Redlands Municipal Code Title 18) and multifamily districts of adopted Specific Plans.

Table 18.156.450(H): Development Standards for ADUs in Single-Family Residential Districts

Development Standard	**Detached ADU (new construction)**	**Detached ADU (conversion)**	**Attached ADU**	**Junior ADU**
Floor Area	Up to 1,200 sq. ft. *	Up to the existing structure size (limited to the same location and same dimensions of the original structure).	Not more than 50% of the living area of the existing primary dwelling unit * or 1,200 sq. ft., whichever is smaller.	Up to 500 sq. ft., (within the existing walls of the primary unit only).
Building Height	One-story ADU: Up to 16 feet ** Two-story ADU or accessory structure/garage with an ADU: Up to 25 feet, if the structure is at least ten feet (10') from the side property line(s) of an abutting single-family zoned property. ***	Up to the existing structure height (limited to the same dimension of the original structure).	Up to 25 ft. or two stories.	Not to exceed the height of the primary dwelling unit.
Front yard	Same as for the primary unit *			
Streetside yard	Same as for the primary unit *			
Interior side yard	Same as for the primary unit *			
Rear yard	Same as for the primary unit *			
Maximum Coverage	Up to 800 sq. ft.: not applicable for the ADU square footage. Over 800 sq. ft.: Same as for the primary unit. *			
Building Separation	Per applicable California Building Standards Code and/or California Residential Code			n/a

* Note 1: Exceptions: Refer to current State ADU law. A detached or attached ADU of up to eight hundred (800) square feet with four-foot side and rear yard setbacks must be allowed to be constructed if in compliance with all other local development standards (California Government Code §§ 66321(b)(3), 66323(a)).

** Note 2: Exceptions: Up to 18 feet shall be allowed on a lot that is within one-half of one mile walking distance of a major transit stop; an additional two feet in height shall also be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit (California Government Code § 66321(b)(4)).

*** Note 3: Exception: A detached ADU created in a new or existing structure in the same location and constructed in the same location and to the same dimensions or not exceeding the dimensions of an existing structure (California Government Code § 66314(d)(7)), including height.

2. Local development standards such as yard setbacks, lot coverage, floor area, building separation, open space or landscaping requirements shall not limit or prevent the development of an ADU consisting of up to eight hundred (800) square feet with minimum four foot (4'0") side and rear setbacks.

3. Utility Connections

a. For an attached ADU or Junior ADU (described in California Government Code § 66323(a)(1)), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the ADU and the utility or impose a related connection fee or capacity charge, unless the ADU was constructed with a new single-family dwelling, or upon separate conveyance of the ADU(s) pursuant to California Government Code § 66342.

b. For an ADU that is not described in California Government Code § 66323(a)(1), a local agency, special district, or water corporation may require a new or separate utility connection directly between the ADU and the utility. An applicant or developer may request a separate utility connection(s).

c. An attached ADU or Junior ADU may share utility connections with the primary dwelling unit.

d. Properties served by an Onsite Wastewater Treatment System shall comply with the Local Agency Management Plan (LAMP).

4. An ADU may be issued a separate street address for purposes of utility connections, mail delivery, and/or emergency services.

I. Junior Accessory Dwelling Unit

1. One Junior ADU shall be permitted per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

2. The Junior ADU shall be constructed within the walls of the existing or proposed single-family residence, which may include enclosed uses within the residence such as attached garages.

3. The Junior ADU shall include a separate entrance from the main entrance to the existing or proposed single-family residence, and may add up to 150 square feet beyond the existing dimensions of the primary unit to provide for ingress/egress only.

4. If a permitted Junior ADU does not include a separate bathroom, the permitted Junior ADU shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

5. The Junior ADU shall include an efficiency kitchen, which shall include all of the following: a cooking facility with appliances; and, a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

6. A Junior ADU shall not require additional parking as a condition to grant a permit.

7. Owner-occupancy shall not be required as a condition to grant a permit.

18.156.460: PROPERTY DEVELOPMENT STANDARDS:

A. The lot upon which the accessory dwelling unit is proposed shall have been legally created. Applicants for an ADU shall not, as a condition for ministerial approval, be required to correct any nonconforming zoning conditions, building code violations, or unpermitted structures unless those conditions: 1) present a threat to public health and safety; and, 2) are affected by the construction of the ADU or Junior ADU (California Government Code §§ 66322(b), 66336).

B. Parking requirements for ADUs.

1. One parking space shall be provided on the same lot as a new detached ADU, in addition to the required parking spaces serving the primary unit, unless exempt pursuant to this section or applicable State law. No parking space shall be required where the ADU is part of the existing or proposed primary dwelling unit or an existing accessory structure.

2. Tandem parking is permissible to satisfy the parking provided for an ADU, which, if parking is required, shall be provided on a paved driveway.

3. Guest parking shall not be required for an ADU.

4. On-site parking shall not be required for any properties meeting the criteria of applicable State law that exempts such development projects (California Government Code § 66322(a)):

a. Where the ADU is located within one-half mile walking distance of a rail station or a major transit stop (as that term is defined in Public Resources Code § 21064.3);

b. Where the ADU is part of the existing or proposed primary residence or an accessory structure;
c. When there is a car share vehicle located within one block of the ADU;
d. When on-street parking permits are required but not offered to the occupant of the ADU;
e. Where the ADU is located within an architecturally and historically significant historic district; or,
f. When a permit application for an ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other criteria listed above.

5. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, the local agency shall not require that those off-street parking spaces be replaced.

6. Off-street parking shall be permitted in setback areas in locations on a paved surface (such as concrete or asphalt), or through tandem parking (such as a paved driveway), unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions (this subparagraph shall not apply to the exceptions described in California Government Code § 66322 or to § 66323 units).

C. The ADU(s) shall be provided with independent exterior access, with adequate pedestrian access from a public street to the entrance.

D. All ADU(s) shall comply with the standards of the current edition of the California Building Standards Code, Residential Code, Fire Code, and applicable engineering design standards of the City of Redlands or other regulatory agency for which the city exercises jurisdiction.

E. A detached ADU shall be located to the rear of the primary unit, if feasible. A new detached ADU should be located on the property so that it is minimally visible from a public street (not including alleys), if feasible.

F. If Development Impact Fees (DIF) are applicable to an ADU development project, then all applicable fees shall be paid prior to building permit issuance. DIFs shall not be imposed on an ADU that has 750 or fewer square feet of interior livable space or on a Junior ADU with 500 or fewer square feet of interior livable space.

G. New detached ADU(s) or attached ADU to an existing dwelling unit that was permitted and built to comply with ignition resistant construction, proposed to be located on a property that is identified as being within a High Fire Hazard Zone (defined as High Threat, Very High Threat, or Extreme Threat areas as identified in the General Plan or State maps) shall satisfy all the following criteria, and shall be shown on the project plans prior to approval of any building or engineering permits for the ADU. The applicant shall include sufficient exhibits, labels, and information on the construction plans to preclude subjective judgment by the reviewing official.

1. The proposed ADU complies with all applicable regulations of the California Fire Code.

2. The proposed ADU complies with all applicable regulations of the California Building Standards Code (including current edition of the Wildland-Urban Interface Code).

3. The subject property will comply with all applicable landscape design, materials, fuel modification, and vegetation management requirements of Redlands Municipal Code Chapter 15.30 (Wildland-Urban Interface Code) and/or applicable State law (including but not limited to Public Resource Code § 4291, 14 California Code of Regulations § 1299.03, California Fire Code § 505.1, and California Building Code Chapter 7A) for requirements pertaining to landscape fuel modification zones and vegetation management for properties in a high fire hazard severity zone. Such information shall be shown on a Site Plan (or the applicant may choose to submit a Landscape Plan) to demonstrate compliance prior to permit issuance.

4. If required by the applicable provisions of the California Fire Code or California Building Standards Code, that an adequate water supply is provided on-site, or the property is connected to a public water line to serve any fire sprinkler system.

H. Changes in Occupancy. Local building code requirements shall apply to detached dwellings, except that the construction of an ADU shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the City's building official makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this paragraph shall be interpreted to prevent a local agency from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this article or applicable State law (California Government Code § 66314(d)).

I. The application for the proposed ADU and related improvements shall demonstrate compliance with the City's Local Agency Management Plan (LAMP) for Onsite Wastewater Treatment Systems, if applicable. If required, the applicant shall obtain approval by the local health officer where a private sewage disposal system is being used.

J. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling (California Government Code § 66314(d)).

K. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure (California Government Code § 66314(d)).

L. Unpermitted ADUs may be legalized and permitted in accordance with the provisions of California Government Code § 66332, and the local agency shall not penalize an applicant for having the unpermitted ADU or Junior ADU and shall approve necessary permits to correct noncompliance with health and safety standards.

18.156.470: ARCHITECTURAL DESIGN STANDARDS:

A. Applicants may utilize one of the pre-approved ADU construction plans offered by the City (also referred to as pre-approved ADU Standard Plans) to submit to Plan Check for a building permit(s). The City's pre-approved ADU Standard Plans shall be presumed to be consistent with the Part B of this section. Applicants may submit for plan checking other ADU Standard Plans from California public agencies, or pre-manufactured components, which will be reviewed for substantial conformance with Part B of this section. Applicants may also choose to prepare and submit custom designs subject to the following provisions.

B. Architectural Design Elements.

1. For new ADU construction, all required or recommended exterior design features as listed below should be shown on the construction plans prior to permit issuance. The applicant shall include sufficient exhibits, labels, and information on the construction plans to preclude subjective judgment by the reviewing official.

a. Exterior Primary Material

i. Primary exterior wall cladding materials shall be wood, stucco, plaster, brick, stone, or a combination thereof.
ii. Reflective, metallic, or stamped steel siding materials are prohibited. Corrugated metal siding or roofing materials are prohibited.
iii. When feasible, the applicant shall identify the architectural style, design elements, and material(s) and color(s) of the primary dwelling unit, and the applicant may choose to implement the recommended design elements appropriate for the stated architectural style in accordance with Table 18.156.470(B)(1).
iv. For properties located within a High Fire Hazard Area, exterior wall cladding material shall be wood, stucco, plaster, brick, stone, or a combination thereof. Exterior treatments shall utilize Class A rated materials (e.g., brick, stone, fiber cement, stucco, aluminum treated with decorative finish, or equivalent Class A material, or a combination thereof).

Table 18.156.470(B)(1): Objective Design Standards for Specific Architectural Styles

Architectural Style of Primary Dwelling Unit	Recommended Design Elements of Proposed ADU
Craftsman or Bungalow	Exterior siding: wood Roof style: gable Roof pitch: not less than 2:12 (9 degrees) and not more than 5:12 (23 degrees) Windows: double-hung, casement Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
Mission or Mediterranean	Exterior siding: stucco Roof style: hip Roof material: clay tile Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Window & Doors openings: rounded or arched openings Window & Door trim: stucco, not less than 1 inch in width, and not more than 3 inches in width.
American Foursquare or Classic Box	Exterior siding: wood Roof style: hip Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Windows: double-hung Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
American Colonial Revival	Exterior siding: wood, or brick Roof style: hip or gable Roof pitch: not less than 3:12 (14 degrees) and not more than 7:12 (30 degrees) Windows: multi-pane sash Window & Door trim: wood, not less than 1 inch in width, and not more than 3 inches in width (exception: may include shutters)

Spanish Colonial Revival	Exterior siding: stucco Roof style: hip or gable Roof material: clay tile Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Window & Doors openings: arched or rounded openings Windows: single and paired multi-pane windows Window & Door trim: stucco, not less than 1 inch in width, and not more than 6 inches in width.
Victorian-era (Second Empire, Eastlake/Stick, or Queen Anne)	Materials: wood Roof style: gable or mansard Roof pitch: not less than 8:12 (33 degrees) and not more than 15:12 (51 degrees) Windows: double-hung Window & Door trim: wood, not less than 1 inch in width, and not more than 3 inches in width.
Modern (1945 – 1975)	Exterior siding: wood, brick, stucco, or stone Roof style: gable, or flat Roof pitch: not less than 1:12 (5 degrees) and not more than 7:12 (31 degrees) Window & Door frames: metal or wood framing Window & Door trim: not less than 1 inch in width, and not more than 6 inches in width (exception: may include shutters)
Ranch	Exterior siding: wood, wainscot, brick, or stone Roof style: gable Roof pitch: not less than 3:12 (14 degrees) and not more than 8:12 (34 degrees) Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
Other (not specified) or None of the above	Exterior siding: wood, stucco, plaster, or brick Roof style: hip or gable Roof pitch: not less than 3:12 (14 degrees) and not more than 10:12 (40 degrees) Window & Door trim or framing: not less than one-half (0.5) inch in width, and not more than 6 inches in width.

b. Roof Pitch and Design:

i. Roof style and construction shall be hipped or gable (the exceptions are California Government Code § 66323 units). The applicant may choose another style if the proposal complies with Table 18.156.470(B)(1) above.
ii. Roof pitch shall be not less than 3:12 and not more than 10:12, when feasible (the exceptions are California Government Code § 66323 units). The applicant may choose another style if the proposal complies with Table 18.156.470(B)(1) above. It is recommended that roof pitch of the ADU should be equal to or less than (within 20% or 5 degrees, whichever is larger) the roof pitch of the primary unit, when feasible.
iii. Rooftop parapets are limited to eighteen inches (18") in height, and are included in measurement of the overall building height. Any rooftop equipment shall be placed on the rear or interior side(s) of the roof so as to be completely screened from view from public right-of-way (not including alleys), when feasible.
iv. Dormers, cupolas, turrets, towers, domes, or other projections (including chimneys) are prohibited.
v. For properties located within a High Fire Hazard Area, the proposal uses Class A rated roofing materials and Class A rated siding materials (e.g., eaves, rooflines, fascia, rafter tails, shutters, etc.). Roof vents, gable vents, soffit vents, and other openings, if any, shall be ember resistant.

c. Ornamentation: The exterior design of the ADU shall not include unnecessary ornamentation and the following architectural details shall be prohibited, such as wrought iron features, arcades, porticos, balconets, brackets, columns, corbels, cornice, quoins, rafter tails, dormers, cupolas, finials, etc.

d. When a two-story attached ADU (within a single-family residence) exceeding eight hundred (800) square feet involves new construction that alters or expands the residence's exterior building envelope (the exceptions are California Government Code § 66323 units): the front façade and street-side façade(s), if any, shall be articulated and recessed (e.g., vertically and horizontally offset) a minimum of five feet (5') from the front plane of the first-story building façade.

e. Exterior light fixtures shall be a design that provides shielding or enclosure around the source of light emission (for the length of the bulb or dimensions of the light source), to prevent excessive light trespass onto adjacent properties. Glare shall be contained within the subject property and lumens shall not exceed one foot-candle (1 fc) as measured at the property line. The applicant shall include sufficient manufacturer information, labels, and exhibits on the construction plans to preclude subjective judgment by the reviewing official.

2. Required Design Elements for Conversion of an Existing Structure to an ADU.

a. Existing building elements may remain if in compliance with the applicable provisions of the California Building Standards Code, Residential Code, and Fire Code.

b. Installation or construction of new exterior design elements, features, materials or treatments shall conform to the requirements of subsection (B)(1) above (the exceptions are California Government Code § 66323 units).

C. Historic Properties and Historic Districts:

1. For new structures on a designated historic property, including properties within a local historic or scenic district, it is recommended that the exterior design is sufficiently differentiated from the historic building so that the ADU is clearly distinguishable from the historic structure. This may be achieved through use of simplified exterior materials and treatments (for example, omit ornamentation, or use of plain roof fascia rather than an eave cornice, or use of undivided window panes rather than divided windows, etc.).

2. A new accessory dwelling unit should be located on the property so that it is minimally visible (if at all) from the public right-of-way, if feasible, so that the new ADU is subordinate to the primary historic dwelling on the property. It is recommended that the ADU have a lower height that the primary historic dwelling as well as a simple exterior design, omit ornamentation, and avoid use of decorative details.

3. Applicants may also refer to the City's adopted Historic Architectural Design Guidelines for guidance.

D. A new exterior stairway or elevated platform to an ADU (the exceptions are California Government Code § 66323 units): shall not be located within any required setback area; shall be located within an interior yard area, when feasible; and shall not be visible from a public street (not including alleys), when feasible.

E. Outdoor living space above the first story (such as a balcony, roof deck, elevated platform, or other occupiable outdoor space) shall not be permitted to be located within ten feet (10') of any abutting single-family zoned property."

F. Visibility of HVAC Equipment: Window and roof-mounted HVAC equipment shall not be visible from a public street (not including alleys), when feasible.

G. Ground-mounted ductless condensers and heat pumps shall be permitted at finished surface level (within a yard area that is on the interior of the lot, if feasible). Heating and cooling air handlers or ductwork shall be installed within the building envelope ("building envelope" is defined as the outer shell of a building that separates the interior from the exterior environment)."

Section 3. General Plan Consistency. The City Council finds that the amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code described herein is consistent with the adopted and certified 2021-2029 (6th Cycle) Housing Element of the City of Redlands 2035 General Plan and will comply with the applicable provisions of State law.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 5. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the _____ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2993

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, ARTICLE VII (SECOND RESIDENTIAL DWELLING UNITS), UPDATING DEVELOPMENT STANDARDS TO ALIGN WITH CURRENT STATE LAW.

WHEREAS, the City has initiated Ordinance Text Amendment No. 370 in accordance with Chapter 18.204 of the Redlands Municipal Code; and

WHEREAS, the City Council finds that the City of Redlands faces a serious housing problem and the lack of access to affordable housing has a direct impact upon the health, safety, and welfare of the residents of the City; and

WHEREAS, the California Legislature has consistently recognized the continuing need for affordable housing in California, stating in Government Code § 65580, that "the availability of housing is of vital statewide importance, and the early attainment of decent housing… is a priority of the highest order" and, further, that, "local… governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community"; and

WHEREAS, affordable housing is regulated by a variety of state and local laws, ordinances, and policies, and the Regional Housing Needs Allocation (RHNA) requires the City to provide for the development of a specified number of housing units. The City's Housing Production allocation for the 2021-2029 allocation cycle calls for the development of 2,234 new affordable housing units as follows: 652 units are needed for moderate-income households, 615 units are needed for low-income households and 967 units are needed for very low and extremely low-income households; and

WHEREAS, a lack of new units affordable to very-low, low and moderate-income households within the City will have a substantially negative impact because: (1) housing will have to be built far from employment centers, which will increase commuting and negatively impact traffic, air and noise pollution, and (2) the City and employers within the City will find it difficult to recruit and retain employees; and

WHEREAS, the State of California requires each city to develop a general plan establishing policies for future development. As specified in the California Government Code, the general plan must: (i) encourage the development of a variety of housing types for all income levels; and (ii) assist in the development of adequate housing to meet the needs of low and moderate-income households; and

WHEREAS, California Government Code § 65583.1 allows a city or county to identify housing sites by a variety of methods, including identifying properties for accessory dwelling units as sites that may qualify for households of varying income levels; and

WHEREAS, the City has authority under its police power to protect the public health, safety, and welfare, by imposing land use regulations that that will provide additional housing that is affordable to all income levels that is dispersed throughout the City; and

WHEREAS, the implementation of this ordinance will aid the City in achieving the goal of making housing availability more diverse, dispersed, and affordable; and

WHEREAS, the City of Redlands is required to update Article VII of Chapter 18.156 of the Zoning Regulations to implement Program No. 1.6-3 contained in the certified and adopted 2021-2029 Housing Element; and

WHEREAS, California Government Code § 66318 states: (a) a local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of State law; and, (b) an accessory dwelling unit ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth; and

WHEREAS, on October 14, 2025, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 370; and

WHEREAS, the Planning Commission has determined that the proposed Ordinance Text Amendment would be consistent with, and will implement, Program No. 1.6-3 contained in the certified and adopted 2021-2029 Housing Element; and

WHEREAS, the proposed Ordinance Text Amendment No. 370 is exempt from environmental review in accordance with Section 15282 of the California Environmental Quality Act Guidelines; and

WHEREAS, on October 14, 2025, the Planning Commission recommended to the City Council that proposed Ordinance Text Amendment No. 370 be approved; and

WHEREAS, in accordance with California Government Code § 65090, on or about November 7, 2025, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2993 would be considered by City Council; and

WHEREAS, on November 18, 2025, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2993 and continued the public hearing to December 16, 2025;

WHEREAS, on December 16, 2025, the City Council continued the public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2993.

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

SECTION 1. Environmental Determination. The City Council has reviewed the matter and, based upon the facts and information contained in the staff report, administrative record, and written and oral testimony, hereby finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15282 (Other Statutory Exemptions) of the CEQA Guidelines. Section 15282(h) states, "The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions" of State law is exempt from environmental review. Therefore, no further environmental review is necessary.

SECTION 2. Chapter 18.156 (Development Provisions for Specific Uses), Article VII entitled, "Second Residential Dwelling Units," is amended in its entirety to read as follows:

"Article VII. ~~Second Residential~~ Accessory Dwelling Units

18.156.430: PURPOSE:

The purpose of this article is to establish the procedure for permitting an accessory ~~second residential~~ dwelling unit on lots zoned for residential uses. If this chapter is silent regarding a development standard or other applicable provision, then State law pertaining to an ADU is incorporated herein by reference (California Government Code § 66310, *et seq*). If any provisions contained in this Article conflict with applicable State law, as amended, then State law shall prevail.

18.156.440: ~~SECOND~~ ACCESSORY DWELLING UNIT DEFINED:

A. "~~Second~~ Accessory dwelling unit (ADU)" means a detached or attached residential dwelling unit which provides complete, independent living facilities for one or more persons, inclusive of, but not limited to, permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as a single-family dwelling or multifamily dwelling is situated or proposed for development. An accessory dwelling ~~second~~ unit also includes an efficiency unit as defined in California Health and Safety Code § 17958.1, and a manufactured home as defined in California Health and Safety Code § 18007.

An accessory dwelling unit does not exceed the allowable density for the lot upon which it is located, and an accessory dwelling unit is a residential use that is consistent with the existing general plan and zoning designation for the subject property.

18.156.450: APPROVAL REQUIRED:

A. Application for construction of an accessory dwelling ~~second~~ unit shall be made in the form of a site plan, floor plan, and building elevations, and shall be granted by the city's Community Development Director provided the application meets the provisions of this article.

1. Application submittal items shall include:

a. Building permit application form and any other required application forms.

b. Site Plan and Floor Plan (to include property size data, floor area data, setback dimensions, and other applicable data to permit analysis of Building Code compliance);

c. Architectural elevations (to include building dimensions, building height, dimensions of architectural features, and labels for exterior materials and colors);

d. Other required Plan Check submittal items: roof plan, foundation plan, framing plan, structural calculations (where required), and Title 24 (California Energy Code, current edition) Energy Compliance Documents; and

e. Rent reporting information: the applicant must provide the City with an estimate of the projected annualized rent that will be charged for the ADU or Junior ADU (California Government Code §§ 65583.1 and 66330). Within 90 days after each January 1 following issuance of the building permit, the owner must report the actual rent charged for the ADU or Junior ADU during the prior year. If the City does not receive the report within the 90-day period, the owner is in violation of this Code, and the City may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the City may enforce this provision in accordance with applicable law.

2. The application will be reviewed for completeness within fifteen (15) business days after the City receives the application submittal or resubmittal (California Government Code § 66317(a)(2)) and the applicant notified in writing.

3. Applicants may informally appeal a completeness determination to the Director within ten (10) days of receipt of a written determination. An applicant may also file a formal written appeal of the Director's completeness determination pursuant to paragraph B of this section.

B. The City shall approve or deny an application ministerially, without discretionary review or a public hearing, within sixty (60) days from the date the City received a complete application.

1. If the application is denied within sixty (60) days of receiving a completed application, then the City shall (within the time period described in California Government Code § 66317(a)) return a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant. The applicant may revise and resubmit application materials or project plans prior to any final ministerial decision to deny the project.

2. If a detached garage is proposed to be replaced with an ADU, the demolition permit shall be reviewed ministerially with the application for the ADU and issued at the same

time. The applicant shall not be otherwise required to provide written notice or post a placard for the demolition of a detached garage that is to be replaced with an ADU, unless the property is located within an architecturally and historically significant historic district.

3. The provisions of this chapter shall not be implemented in conjunction with Chapter 18.06 (Fair Housing Reasonable Accommodations for Persons with Disabilities) of this title, or Chapter 18.156, Article XV (Single Room Occupancy Facilities) of this title. The provisions of this chapter shall not be implemented in conjunction with Chapter 17.12 (Urban Lot Splits into Two Residential Parcels) of Title 17 of the Redlands Municipal Code for projects involving an urban lot split pursuant to Senate Bill 9 (Chapter 162, Statutes of 2021).

4. Only the permit applicant or the property owner of the subject property may appeal the Director's final decision denying a building permit to the planning commission within ten (10) days of the Director's decision, in accordance with section 18.12.110 of this title, on forms provided by the city and upon payment of the fees established by resolution of the city council. The decision of the commission shall be final, unless an appeal therefrom is taken to the city council as provided for in section 18.12.110 of Chapter 18.12 of this title. All appeal decisions and the final written determination shall be provided not later than sixty (60) business days after receipt of the applicant's written appeal.

Prior to approval, ~~T~~ the application must demonstrate compliance with the following criteria:

C. ~~A.~~ The accessory dwelling ~~second~~ unit is located on property zoned for single-family or multi-family use, or a mixed-use zone that allows residential uses, or an equivalent residential or mixed use district of a specific plan. For purposes of this section, a single-family zone is one where the zoning of the lot permits a single-family residence.

D. ~~B.~~ The lot contains an existing single-family dwelling (or has a permit for a proposed single-family dwelling) or contains an existing multi-family dwelling (or has a permit for a proposed multi-family dwelling). The number(s) and type(s) of ADU allowed to be constructed per property shall comply with current State law.

E. ~~C.~~ The square footage for the accessory dwelling ~~second~~ unit does not exceed the following standards:

1. The total area of floor space for a detached accessory dwelling ~~second~~ unit shall not exceed one thousand two hundred (1,200) square feet if located in a single-family zone or district. An ADU of eight hundred (800) square feet or less must be allowed to be constructed if in compliance with all other local development standards, in accordance with State law (California Government Code §§ 66321(b)(3), 66323(a)).

2. The increased floor area for an attached accessory dwelling ~~second~~ unit shall not exceed fifty ~~thirty~~ percent (50% ~~30%~~) of the existing living area of the primary single-family dwelling unit, or one thousand two hundred (1,200) square feet, whichever is smaller. An ADU of eight hundred (800) square feet or less must be allowed to be constructed if in compliance with all other local development standards, in accordance with State law.

3. The total living space for a Junior ADU shall not exceed five hundred (500) square feet, in accordance with State law. The Junior ADU must be constructed within the existing or proposed primary dwelling unit, or within enclosed uses within the residence such as an attached garage.

4. For multifamily dwelling structures in a multifamily zone or district, refer to the applicable provisions of California Government Code § 66323(a)(3-4). The development standards of the multifamily zoning district in which the multifamily structure is located shall apply (unless exempt pursuant to California Government Code § 66323(b)), except that the height of an ADU shall not exceed the applicable limits specified in California Government Code § 66321(b), as amended.

5. Nothing in this article prohibits or otherwise restricts the creation of an efficiency unit (California Government Code § 66313) or an ADU pursuant to subdivision (a) of California Government Code § 66323.

6. References to the allowable square footage limitations of an ADU or Junior ADU refer to square footage of "interior livable space" (California Government Code §§ 66313, 66321).

F. ~~D.~~ The accessory dwelling ~~second~~ unit is either attached to the existing dwelling ~~and located within the living area of that dwelling (which means the interior habitable area of a dwelling unit including basements and attics, but not including a garage or an accessory structure)~~ or is a detached unit located on the same lot as the existing dwelling, and the number of ADU(s) on the subject property complies with State law.

G. ~~E.~~ The ADU(s) ~~second unit is not intended for sale and~~ may be rented. Rental or lease terms shall not be less than thirty (30) days. Except as provided in State law (commencing with California Government Code § 66340), the accessory dwelling unit may be rented separate from the primary residence, but shall not be sold or otherwise conveyed separate from the primary residence.

H. ~~F.~~ Development Standards for ADUs.

1. The ADU ~~second unit~~ complies with city or applicable State requirements relating to height, setback, ~~lot coverage,~~ architectural design ~~review~~ and maximum size of the unit.

a. Refer to Table 18.156.450(H) for a summary of standards applicable in zones that allow single-family residential uses and single-family districts of adopted Specific Plans.

b. Refer to current State law (California Government Code § 66323(a)(4)) for applicable developments standards within multifamily residential zones (R-2, R-2-2000, and R-3 zones of Redlands Municipal Code Title 18) and multifamily districts of adopted Specific Plans.

Table 18.156.450(H): Development Standards for ADUs in Single-Family Residential Districts

Development Standard	**Detached ADU (new construction)**	**Detached ADU (conversion)**	**Attached ADU**	**Junior ADU**
Floor Area	Up to 1,200 sq. ft. *	Up to the existing structure size (limited to the same location and same dimensions of the original structure).	Not more than 50% of the living area of the existing primary dwelling unit * or 1,200 sq. ft., whichever is smaller.	Up to 500 sq. ft., (within the existing walls of the primary unit only).
Building Height	One-story ADU: Up to 16 feet ** Two-story ADU or accessory structure/garage with an ADU: Up to 25 feet, if the structure is at least ten feet (10') from the side property line(s) of an abutting single-family zoned property. ***	Up to the existing structure height (limited to the same dimension of the original structure).	Up to 25 ft. or two stories.	Not to exceed the height of the primary dwelling unit.
Front yard	Same as for the primary unit *			
Streetside yard	Same as for the primary unit *			
Interior side yard	Same as for the primary unit *			
Rear yard	Same as for the primary unit *			
Maximum Coverage	Up to 800 sq. ft.: not applicable for the ADU square footage. Over 800 sq. ft.: Same as for the primary unit. *			
Building Separation	Per applicable California Building Standards Code and/or California Residential Code			n/a

* Note 1: Exceptions: Refer to current State ADU law. A detached or attached ADU of up to eight hundred (800) square feet with four-foot side and rear yard setbacks must be allowed to be constructed if in compliance with all other local development standards (California Government Code §§ 66321(b)(3), 66323(a)).

** Note 2: Exceptions: Up to 18 feet shall be allowed on a lot that is within one-half of one mile walking distance of a major transit stop; an additional two feet in height shall also be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit (California Government Code § 66321(b)(4)).

*** Note 3: Exception: A detached ADU created in a new or existing structure in the same location and constructed in the same location and to the same dimensions or not exceeding the dimensions of an existing structure (California Government Code § 66314(d)(7)), including height.

2. Local development standards such as yard setbacks, lot coverage, floor area, building separation, open space or landscaping requirements shall not limit or prevent the development of an ADU consisting of up to eight hundred (800) square feet with minimum four foot (4'0") side and rear setbacks.

3. Utility Connections

a. For an attached ADU or Junior ADU (described in California Government Code § 66323(a)(1)), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the ADU and the utility or impose a related connection fee or capacity charge, unless the ADU was constructed with a new single-family dwelling, or upon separate conveyance of the ADU(s) pursuant to California Government Code § 66342.

b. For an ADU that is not described in California Government Code § 66323(a)(1), a local agency, special district, or water corporation may require a new or separate utility connection directly between the ADU and the utility. An applicant or developer may request a separate utility connection(s).

c. An attached ADU or Junior ADU may share utility connections with the primary dwelling unit.

d. Properties served by an Onsite Wastewater Treatment System shall comply with the Local Agency Management Plan (LAMP).

4. An ADU may be issued a separate street address for purposes of utility connections, mail delivery, and/or emergency services.

I. Junior Accessory Dwelling Unit

1. One Junior ADU shall be permitted per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

2. The Junior ADU shall be constructed within the walls of the existing or proposed single-family residence, which may include enclosed uses within the residence such as attached garages.

3. The Junior ADU shall include a separate entrance from the main entrance to the existing or proposed single-family residence, and may add up to 150 square feet beyond the existing dimensions of the primary unit to provide for ingress/egress only.

4. If a permitted Junior ADU does not include a separate bathroom, the permitted Junior ADU shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

5. The Junior ADU shall include an efficiency kitchen, which shall include all of the following: a cooking facility with appliances; and, a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the Junior ADU.

6. A Junior ADU shall not require additional parking as a condition to grant a permit.

7. Owner-occupancy shall not be required as a condition to grant a permit.

18.156.460: PROPERTY DEVELOPMENT STANDARDS:

A. The lot upon which the accessory dwelling ~~second~~ unit is proposed shall have been legally created. ~~conform to the minimum area and dimension standards of the zoning district in which the lot is located.~~ Applicants for an ADU shall not, as a condition for ministerial approval, be required to correct any nonconforming zoning conditions, building code violations, or unpermitted structures unless those conditions: 1) present a threat to public health and safety; and, 2) are affected by the construction of the ADU or Junior ADU (California Government Code §§ 66322(b), 66336).

B. Parking requirements for ADUs.

1. One parking space shall be provided on the same lot as ~~the~~ a new detached ADU, ~~second unit,~~ in addition to the required parking spaces serving the primary unit, unless exempt pursuant to this section or applicable State law. No parking space shall be required where the ADU is part of the existing or proposed primary dwelling unit or an existing accessory structure.

2. Tandem parking is permissible to satisfy the parking provided for an ADU, ~~requirement for the second unit,~~ which, if parking is required, shall be provided on a paved driveway.

3. Guest parking shall not be required for an ADU.

4. On-site parking shall not be required for any properties meeting the criteria of applicable State law that exempts such development projects (California Government Code § 66322(a)):

a. Where the ADU is located within one-half mile walking distance of a rail station or a major transit stop (as that term is defined in Public Resources Code § 21064.3);
b. Where the ADU is part of the existing or proposed primary residence or an accessory structure;
c. When there is a car share vehicle located within one block of the ADU;
d. When on-street parking permits are required but not offered to the occupant of the ADU;
e. Where the ADU is located within an architecturally and historically significant historic district; or,
f. When a permit application for an ADU is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other criteria listed above.

5. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, the local agency shall not require that those off-street parking spaces be replaced.

6. Off-street parking shall be permitted in setback areas in locations on a paved surface (such as concrete or asphalt), or through tandem parking (such as a paved driveway), unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions (this subparagraph shall not apply to the exceptions described in California Government Code § 66322 or to § 66323 units).

C. The ADU(s)~~second units~~ shall be provided with independent exterior access ~~a separate outside entrance not visible from the street~~, with adequate pedestrian access from a public street to the entrance.

D. All ADU(s)~~second units~~ shall comply with the standards of the current edition of the California Building Standards Code, Residential Code, Fire Code, and applicable engineering design standards of the City of Redlands or other regulatory agency for which the city exercises jurisdiction. ~~an efficiency dwelling unit as defined by the uniform building code.~~

E. ~~The~~ A detached ADU ~~second unit~~ shall be located to the rear of the primary unit, if feasible. A new detached ADU should be located on the property so that it is minimally visible from a public street (not including alleys), if feasible.

F. If Development Impact Fees (DIF) are applicable to an ADU development project, then all applicable fees shall be paid prior to building permit issuance. DIFs shall not be imposed on an ADU that has 750 or fewer square feet of interior livable space or on a Junior ADU with 500 or fewer square feet of interior livable space.

G. New detached ADU(s) or attached ADU to an existing dwelling unit that was permitted and built to comply with ignition resistant construction, proposed to be located on a property that

is identified as being within a High Fire Hazard Zone (defined as High Threat, Very High Threat, or Extreme Threat areas as identified in the General Plan or State maps) shall satisfy all the following criteria, and shall be shown on the project plans prior to approval of any building or engineering permits for the ADU. The applicant shall include sufficient exhibits, labels, and information on the construction plans to preclude subjective judgment by the reviewing official.

1. The proposed ADU complies with all applicable regulations of the California Fire Code.

2. The proposed ADU complies with all applicable regulations of the California Building Standards Code (including current edition of the Wildland-Urban Interface Code).

3. The subject property will comply with all applicable landscape design, materials, fuel modification, and vegetation management requirements of Redlands Municipal Code Chapter 15.30 (Wildland-Urban Interface Code) and/or applicable State law (including but not limited to Public Resource Code § 4291, 14 California Code of Regulations § 1299.03, California Fire Code § 505.1, and California Building Code Chapter 7A) for requirements pertaining to landscape fuel modification zones and vegetation management for properties in a high fire hazard severity zone. Such information shall be shown on a Site Plan (or the applicant may choose to submit a Landscape Plan) to demonstrate compliance prior to permit issuance.

4. If required by the applicable provisions of the California Fire Code or California Building Standards Code, that an adequate water supply is provided on-site, or the property is connected to a public water line to serve any fire sprinkler system.

H. Changes in Occupancy. Local building code requirements shall apply to detached dwellings, except that the construction of an ADU shall not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the City's building official makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this paragraph shall be interpreted to prevent a local agency from changing the occupancy code of a space that was unhabitable space or was only permitted for nonresidential use and was subsequently converted for residential use pursuant to this article or applicable State law (California Government Code § 66314(d)).

I. The application for the proposed ADU and related improvements shall demonstrate compliance with the City's Local Agency Management Plan (LAMP) for Onsite Wastewater Treatment Systems, if applicable. If required, the applicant shall obtain approval by the local health officer where a private sewage disposal system is being used.

J. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. The construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling (California Government Code § 66314(d)).

K. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure (California Government Code § 66314(d)).

L. Unpermitted ADUs may be legalized and permitted in accordance with the provisions of California Government Code § 66332, and the local agency shall not penalize an applicant for having the unpermitted ADU or Junior ADU and shall approve necessary permits to correct noncompliance with health and safety standards.

18.156.470: ARCHITECTURAL DESIGN STANDARDS:

A. Applicants may utilize one of the pre-approved ADU construction plans offered by the City (also referred to as pre-approved ADU Standard Plans) to submit to Plan Check for a building permit(s). The City's pre-approved ADU Standard Plans shall be presumed to be consistent with the Part B of this section. Applicants may submit for plan checking other ADU Standard Plans from California public agencies, or pre-manufactured components, which will be reviewed for substantial conformance with Part B of this section. Applicants may also choose to prepare and submit custom designs subject to the following provisions.

B. Architectural Design Elements.

1. For new ADU construction, all required or recommended exterior design features as listed below should be shown on the construction plans prior to permit issuance. The applicant shall include sufficient exhibits, labels, and information on the construction plans to preclude subjective judgment by the reviewing official.

a. Exterior Primary Material

i. Primary exterior wall cladding materials shall be wood, stucco, plaster, brick, stone, or a combination thereof.
ii. Reflective, metallic, or stamped steel siding materials are prohibited. Corrugated metal siding or roofing materials are prohibited.
iii. When feasible, the applicant shall identify the architectural style, design elements, and material(s) and color(s) of the primary dwelling unit, and the applicant may choose to implement the recommended design elements appropriate for the stated architectural style in accordance with Table 18.156.470(B)(1).
iv. For properties located within a High Fire Hazard Area, exterior wall cladding material shall be wood, stucco, plaster, brick, stone, or a combination thereof. Exterior treatments shall utilize Class A rated materials (e.g., brick, stone, fiber cement, stucco, aluminum treated with decorative finish, or equivalent Class A material, or a combination thereof).

Table 18.156.470(B)(1): Objective Design Standards for Specific Architectural Styles

Architectural Style of Primary Dwelling Unit	Recommended Design Elements of Proposed ADU
Craftsman or Bungalow	Exterior siding: wood Roof style: gable Roof pitch: not less than 2:12 (9 degrees) and not more than 5:12 (23 degrees) Windows: double-hung, casement Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
Mission or Mediterranean	Exterior siding: stucco Roof style: hip Roof material: clay tile Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Window & Doors openings: rounded or arched openings Window & Door trim: stucco, not less than 1 inch in width, and not more than 3 inches in width.
American Foursquare or Classic Box	Exterior siding: wood Roof style: hip Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Windows: double-hung Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
American Colonial Revival	Exterior siding: wood, or brick Roof style: hip or gable Roof pitch: not less than 3:12 (14 degrees) and not more than 7:12 (30 degrees) Windows: multi-pane sash Window & Door trim: wood, not less than 1 inch in width, and not more than 3 inches in width (exception: may include shutters)

Spanish Colonial Revival	Exterior siding: stucco Roof style: hip or gable Roof material: clay tile Roof pitch: not less than 3:12 (14 degrees) and not more than 5:12 (23 degrees) Window & Doors openings: arched or rounded openings Windows: single and paired multi-pane windows Window & Door trim: stucco, not less than 1 inch in width, and not more than 6 inches in width.
Victorian-era (Second Empire, Eastlake/Stick, or Queen Anne)	Materials: wood Roof style: gable or mansard Roof pitch: not less than 8:12 (33 degrees) and not more than 15:12 (51 degrees) Windows: double-hung Window & Door trim: wood, not less than 1 inch in width, and not more than 3 inches in width.
Modern (1945 – 1975)	Exterior siding: wood, brick, stucco, or stone Roof style: gable, or flat Roof pitch: not less than 1:12 (5 degrees) and not more than 7:12 (31 degrees) Window & Door frames: metal or wood framing Window & Door trim: not less than 1 inch in width, and not more than 6 inches in width (exception: may include shutters)
Ranch	Exterior siding: wood, wainscot, brick, or stone Roof style: gable Roof pitch: not less than 3:12 (14 degrees) and not more than 8:12 (34 degrees) Window & Door trim: wood, not less than 1 inch in width, and not more than 6 inches in width.
Other (not specified) or None of the above	Exterior siding: wood, stucco, plaster, or brick Roof style: hip or gable Roof pitch: not less than 3:12 (14 degrees) and not more than 10:12 (40 degrees) Window & Door trim or framing: not less than one-half (0.5) inch in width, and not more than 6 inches in width.

b. Roof Pitch and Design:

i. Roof style and construction shall be hipped or gable (the exceptions are California Government Code § 66323 units). The applicant may choose another style if the proposal complies with Table 18.156.470(B)(1) above.
ii. Roof pitch shall be not less than 3:12 and not more than 10:12, when feasible (the exceptions are California Government Code § 66323 units). The applicant may choose another style if the proposal complies with Table 18.156.470(B)(1) above. It is recommended that roof pitch of the ADU should be equal to or less than (within 20% or 5 degrees, whichever is larger) the roof pitch of the primary unit, when feasible.
iii. Rooftop parapets are limited to eighteen inches (18") in height, and are included in measurement of the overall building height. Any rooftop equipment shall be placed on the rear or interior side(s) of the roof so as to be completely screened from view from public right-of-way (not including alleys), when feasible.
iv. Dormers, cupolas, turrets, towers, domes, or other projections (including chimneys) are prohibited.
v. For properties located within a High Fire Hazard Area, the proposal uses Class A rated roofing materials and Class A rated siding materials (e.g., eaves, rooflines, fascia, rafter tails, shutters, etc.). Roof vents, gable vents, soffit vents, and other openings, if any, shall be ember resistant.

c. Ornamentation: The exterior design of the ADU shall not include unnecessary ornamentation and the following architectural details shall be prohibited, such as wrought iron features, arcades, porticos, balconets, brackets, columns, corbels, cornice, quoins, rafter tails, dormers, cupolas, finials, etc.

d. When a two-story attached ADU (within a single-family residence) exceeding eight hundred (800) square feet involves new construction that alters or expands the residence's exterior building envelope (the exceptions are California Government Code § 66323 units): the front façade and street-side façade(s), if any, shall be articulated and recessed (e.g., vertically and horizontally offset) a minimum of five feet (5') from the front plane of the first-story building façade.

e. Exterior light fixtures shall be a design that provides shielding or enclosure around the source of light emission (for the length of the bulb or dimensions of the light source), to prevent excessive light trespass onto adjacent properties. Glare shall be contained within the subject property and lumens shall not exceed one foot-candle (1 fc) as measured at the property line. The applicant shall include sufficient manufacturer information, labels, and exhibits on the construction plans to preclude subjective judgment by the reviewing official.

2. Required Design Elements for Conversion of an Existing Structure to an ADU.

a. Existing building elements may remain if in compliance with the applicable provisions of the California Building Standards Code, Residential Code, and Fire Code.

b. Installation or construction of new exterior design elements, features, materials or treatments shall conform to the requirements of subsection (B)(1) above (the exceptions are California Government Code § 66323 units).

C. Historic Properties and Historic Districts:

1. For new structures on a designated historic property, including properties within a local historic or scenic district, it is recommended that the exterior design is sufficiently differentiated from the historic building so that the ADU is clearly distinguishable from the historic structure. This may be achieved through use of simplified exterior materials and treatments (for example, omit ornamentation, or use of plain roof fascia rather than an eave cornice, or use of undivided window panes rather than divided windows, etc.).

2. A new accessory dwelling unit should be located on the property so that it is minimally visible (if at all) from the public right-of-way, if feasible, so that the new ADU is subordinate to the primary historic dwelling on the property. It is recommended that the ADU have a lower height that the primary historic dwelling as well as a simple exterior design, omit ornamentation, and avoid use of decorative details.

3. Applicants may also refer to the City's adopted Historic Architectural Design Guidelines for guidance.

D. A new exterior stairway or elevated platform to an ADU (the exceptions are California Government Code § 66323 units): shall not be located within any required setback area; shall be located within an interior yard area, when feasible; and shall not be visible from a public street (not including alleys), when feasible.

E. Outdoor living space above the first story (such as a balcony, roof deck, elevated platform, or other occupiable outdoor space) shall not be permitted to be located within ten feet (10') of any abutting single-family zoned property."

F. Visibility of HVAC Equipment: Window and roof-mounted HVAC equipment shall not be visible from a public street (not including alleys), when feasible.

G. Ground-mounted ductless condensers and heat pumps shall be permitted at finished surface level (within a yard area that is on the interior of the lot, if feasible). Heating and cooling air handlers or ductwork shall be installed within the building envelope ("building envelope" is defined as the outer shell of a building that separates the interior from the exterior environment)."

SECTION 3. General Plan Consistency. The City Council finds that the amendment to Title 18 (Zoning Regulations) of the Redlands Municipal Code described herein is consistent with the adopted and certified 2021-2029 (6th Cycle) Housing Element of the City of Redlands 2035 General Plan and will comply with the applicable provisions of State law.

SECTION 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the _____ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **AGENDA ITEM NO. K. 1.**

DATE: 11/18/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Ordinance No. 2993- Ordinance Text Amendment No. 370 to update the development standards and design regulations contained in Redlands Municipal Code Chapter 18.156, Article VII, pertaining to the construction of accessory dwelling units. This proposal qualifies for exemption from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) of the CEQA Guidelines.
(Development Services Director Desatnik)
(Mayor to declare meeting open as a public hearing)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public
   (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

"I move to introduce Ordinance No. 2993."

RECOMMENDATION:

The Planning Commission reviewed the draft ordinance in a public hearing held on October 14, 2025, and unanimously recommended that the City Council approve the proposed ordinance. The Commission discussed various aspects of the development standards, and recommended maintaining the current maximum allowable size of 1,200 square feet for an accessory dwelling unit in the city's Zoning Regulations.

BACKGROUND:

The adoption of an ordinance updating the City's zoning regulation to align with current State law will implement Program No. 1.6-3 of the City's certified 2021-2029 Housing Element. The revised regulations are intended to help facilitate more Accessory Dwelling Unit ("ADU") production by making the permitting process easier, faster, and more affordable for developers or homeowners who wish to build an ADU.

In recent years, the State Legislature has adopted numerous bills updating the land use regulations pertaining to the construction of new housing, and particularly affordable housing, in an effort to make it easier for developers to construct new housing units. State regulations pertaining to the construction of Accessory Dwelling Units (ADUs) have been updated to facilitate and expedite the construction of more housing. For example, Assembly Bill (AB) 68, AB 587, AB 671, AB 881, and Senate Bill (SB) 13 further incentivize the development of ADUs through streamlined permits, reduced setback requirements, increased allowable square footage, reduced parking requirements, and reduced fees. State law is now very explicit about certain development standards such as structure height, required yard areas and setbacks, parking requirements, and various other development standards. State law supersedes local ordinances, therefore, when a city's ordinance is not consistent with State law, then State law simply supersedes the local municipal codes and developers may invoke current State law. The California Department of Housing & Community Development (HCD) has been actively monitoring local agencies and have sent letters encouraging those agencies to update their municipal codes accordingly.

State law is also very clear about the wording of any architectural design

standards. State law does not permit vague terms such as “guidelines” or subjective methods of analysis and judgment. Terminology such as "be compatible with," "neighborhood character," or "materials matching or similar to" are no longer accepted by HCD. State law now requires the architectural design standards to be “objective standards,” defined as,

> “Standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the applicant or proponent and the public official prior to submittal.” (Gov. Code § 66313, subdivision (i))

Furthermore, ADUs must be reviewed and approved (or denied) ministerially, without discretionary review or a public hearing (Gov. Code § 66317(a)). Development standards must be objective to allow for ministerial review (Gov. Code § 66314(b)(1)). Appeals of a ministerial permit may only be filed by the applicant or property owner (in the case of a denial), and not by the general public or any neighbors (in the case of an approval).

The Planning Division maintains a webpage to summarize current State requirements and development standards, including the *ADU Handbook* published by the Department of Housing & Community Development (HCD), available at: ‘https://www.cityofredlands.org/post/accessory-dwelling-units-adu’.

SUMMARY:

Staff has prepared a draft ordinance that will update Redlands Municipal Code Chapter 18.156, Article VII (Second Residential Dwelling Units), which is a part of the City’s Zoning Regulations. The overarching goal of the ordinance is to align the City’s zoning code with current State ADU law, while also incorporating local municipal requirements that are permissible under State law.

Accessory units must now be allowed in all residential zoning districts that permit single-family and multifamily dwellings, as well as mixed use districts that permit residential uses. This also includes similar districts within Specific Plans that permit residential uses and mixed uses. Government Code section 66319 states that ADUs “shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.”

Similarly, recent updates to State law include Gov. Code § 66318 that states, “(a) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the

limitations of this article.
(b) An accessory dwelling unit ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth."

A legislative draft of the ordinance is attached that highlights proposed changes. Updated sections and topics include:

1. Numbers of ADUs per lot: State law currently addresses the number(s) of ADUs that may be allowable per residential lot, based on the type of zoning (e.g., single-family lots and multifamily lots). These may include one detached ADU, one attached ADU, and one Junior ADU. Those provisions are incorporated by reference, and it is not necessary to reiterate in the ordinance.

2. Maximum floor area (Detached ADU): No change is proposed to the current maximum size of 1,200 square feet for a detached ADU (which aligns with current state law). The conversion of an existing accessory structure, such as a detached garage to an ADU, is not subject to unit size requirements (Gov. Code § 66323(a)(1)). Also, in the case of an existing garage proposed to be converted to an ADU, State law does not allow local agencies to require replacement parking for the structure being converted.

The California Department of Housing & Community Development has previously disallowed local ordinances that have attempted to limit ADU size based on parcel size. State law also overrules other local development standards that could limit the construction of ADUs, such as those pertaining to Lot Coverage, Floor-Area Ratio, building separation requirements (that exceed the Building Code's standards), on-site landscaping or open space requirements, and any other local zoning standard that has the effect of precluding the development of an ADU.

3. Maximum floor area (Attached ADU): For an attached ADU, meaning created within the primary dwelling unit, the maximum will be 50% of the existing primary unit's living area or 1,200 square feet, whichever is smaller. Junior ADU are limited to 500 square feet per State law and must be created within the existing walls of the primary unit. The ordinance will allow a de minimus addition of up to 150 square feet beyond the existing dimensions of the primary unit to provide for ingress/egress only, such as a staircase or landing (consistent with State law).

4. Development Standards: The proposed ordinance includes a table that clearly summarizes the development standards (height, floor area, and setbacks) for easy reference. Where State law provides for any exceptions or alternative standards (such as Gov. Code § 66323 units), State law is incorporated by reference.

5. High Fire Hazard Areas: The State will not allow local jurisdictions to prohibit the construction of new ADUs in high fire hazard severity zones. New

development in a High Fire Hazard area must comply with the new State codes including the 2025 Wildland-Urban Interface Code, which includes construction materials and design (e.g., requires Class A fire-resistant materials). The Fire Department's review will address issues such as adequate water supply, landscape fuel modification, and vegetation management.

6. Parking requirements: The proposed ordinance aligns with current State law regarding the on-site parking requirements, or waivers and exemptions from the parking requirements, depending on the criteria in State law. A detached ADU generally will require one (1) parking space, unless an exemption applies, and must be on a paved surface which may be a driveway. An attached ADU or Junior ADU does not require any additional parking spaces.

7. Architectural design standards: The proposed ordinance includes objective architectural design standards for exterior materials, roof style, roof pitch, door and window openings and trim, light fixtures, ornamentation, accessory equipment, etc. The design standards must be written in such a way to preclude subjective judgment that might be exercised by staff or a Commission. Objective standards must be "uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the applicant or proponent and the public official prior to submittal."

Note that the architectural design standards would also be applicable in the City's historic districts and locally designated historic properties. The Historic & Scenic Preservation Commission (HSPC) reviewed the draft ordinance on April 3, 2025, and June 5, 2025. The Commission's suggestions and clarifications have been incorporated in the final draft. Building permits for an ADU must be processed and approved ministerially (without discretionary review), and therefore, the City cannot require a Certificate of Appropriateness or any review by the HSPC as that would involve a discretionary decision.

While State law does allow for a local agency to impose standards that prevent adverse impacts on any real property that is listed in the California Register of Historical Resources (Gov. Code § 66314(b)(1), there are very few properties in Redlands that are listed on the State's Register. In other words, that provision does not include properties that are listed only on a local historic register (which includes the eight local historic districts in Redlands plus several individually designated historic properties).

8. Rental requirements: State law currently requires a rental period of 30 days or longer, and the draft ordinance reiterates that provision of State law.

9. Substantive requirements for local ordinances: The additional requirements for the content of local ordinances adopted pursuant to Gov. Code Section 66314 is contained in the draft ordinance (including sections pertaining to changes of occupancy, utility connections, exemptions from fire sprinkler requirements, and demolition of a detached garage, among other provisions).

ENVIRONMENTAL REVIEW:

The proposed code amendment is exempt from environmental review in accordance with Section 15282 (Other Statutory Exemptions) of the California Environmental Quality Act Guidelines. Section 15282(h) states, “The adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions" of State law is exempt from environmental review. The proposed ordinance meets the intent and purpose of that exemption. Accordingly, no further environmental review is necessary.

ALTERNATIVES:

1. City Council may suggest changes to the proposed draft ordinance;
2. City Council can continue the proposal and direct staff to address any further issues.

STRATEGIC PLAN:

The proposed ordinance will help implement Priority A (Quality of Life) contained in the Redlands Strategic Plan.

Strategic Objective 2 (Economic Vitality):

- Implement policies and programs to expand the City’s affordable housing opportunities.

SUBMITTED BY:

Brian Desatnik, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Brian Foote, City Planner/Planning Manager

Attachments

Attachment A-1: Ordinance No. 2993 (Legislative)

Attachment A-2: Ordinance No. 2993 (Clean)

City Council Meeting **I. 4.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8739 for General Plan Amendment No. 151 to update Figure 5-7 (Truck Route Map) in the City of Redlands 2035 General Plan. This proposal qualifies for exemption from environmental review in accordance with Sections 15061(b)(3), 15308 and 15378(b)(5) of the CEQA Guidelines

(Mayor to declare meeting open as a public hearing)
(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

"I move that the City Council approve Resolution No. 8739 and adopt General Plan Amendment No. 151, and further determine that the proposal is exempt from environmental review pursuant to Sections 15061(b)(3), 15308 and 15378(b)(5) of the CEQA Guidelines."

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8739 and approve General Plan Amendment No. 151 and determine that the proposal is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the CEQA Guidelines.

DISCUSSION:

Assembly Bill (AB) 98: AB 98 was signed on September 29, 2024, and prescribed various statewide warehouse design and build standards for any proposed new or expanded logistics use developments beginning on January 1, 2026. Among its various provisions is a requirement for cities and counties within the “warehouse concentration region” to update their respective Truck Route Maps by January 1, 2026. The “warehouse concentration region” is defined as Riverside County, San Bernardino County, and the Cities of Chino, Colton, Fontana, Jurupa Valley, Moreno Valley, Ontario, Perris, Rancho Cucamonga, Redlands, Rialto, Riverside, and San Bernardino (Gov. Code 65098(h)). Therefore, the City must update its Truck Route Map (Figure 5-7 in the 2035 General Plan) as soon as possible. The Attorney General may impose a fine against a jurisdiction that is in violation of these sections of up to $50,000 every six months if the required updates have not been made (Gov. Code section 65302.02(i)).

Criteria for Truck Routes: AB 98 implemented Government Code Section 65302.02 which provides the specific criteria by which Truck Routes should be selected. These criteria include:

- Avoid residential areas and sensitive receptors (as defined by Section 65098).
- Ensure that logistics use developments are sited in locations that minimize adverse impacts on residential communities and enhance transportation efficiency.
- Trucks shall be routed via transportation arteries that minimize exposure to sensitive receptors.
- Maximize use of arterial roads, major thoroughfares, and predominantly commercially oriented local streets (when state or interstate highways are not utilized).
- Collector streets that predominantly serve commercially oriented uses shall be used for truck routes only when strictly necessary to reach existing industrial zones.
- On and after January 1, 2028, all proposed development of a logistics use development, as defined in Section 65098(d), shall be accessible via arterial roads, major thoroughfares, or roads that predominantly serve commercially oriented uses. Local roads shall be considered to

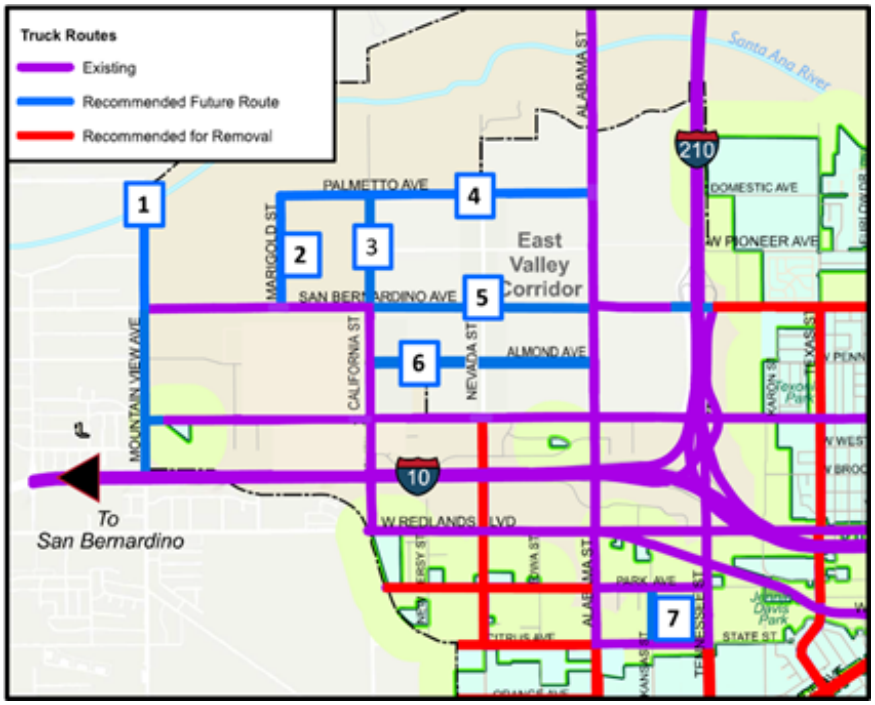
predominantly serve commercial uses if more than 50 percent of the properties fronting the road within 1,000 feet are designated for commercial or industrial use according to the local zoning ordinance.

The new criteria are aimed at tractor-trailers that serve large warehouse logistics distribution facilities, and not necessarily for defining roadways that are designed to carry the weight of any truck exceeding a maximum gross weight of over five tons. RMC Chapter 10.54, “Truck Routes,” provides exemptions for certain types of vehicles and deliveries (e.g., construction deliveries, local pickups/deliveries, public utility vehicles, RVs, etc.), as do most other municipal codes.

Description of Map Amendment: The following deletions and insertions are proposed in Figure 5-7 (Truck Route Map) of the General Plan:

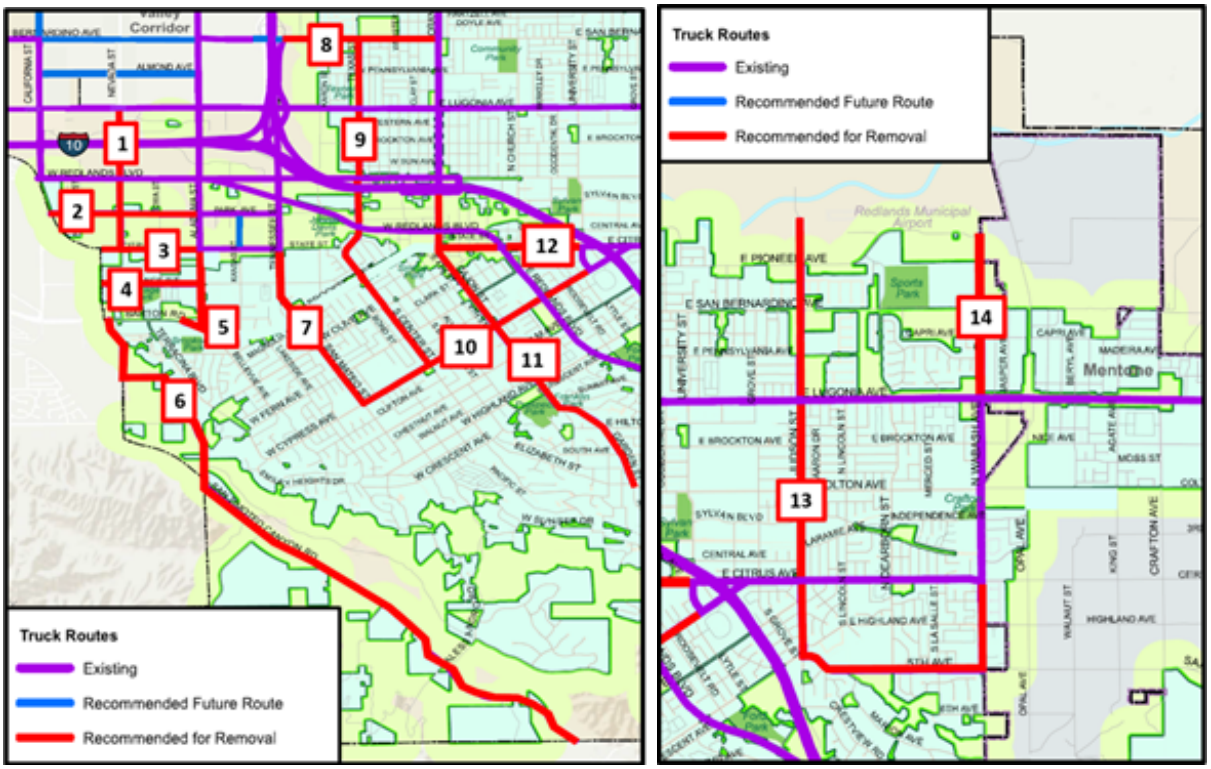
Recommended Future Routes:

1. **Mountain View Avenue** from Interstate-10 to the North City boundary.
2. **Marigold Avenue** from San Bernardino Avenue to Palmetto Avenue.
3. **California Street** from San Bernardino Avenue to Palmetto Avenue.
4. **Palmetto Avenue** from Marigold Avenue to Alabama Street.
5. **West San Bernardino Avenue** from California Street to Alabama Street, **including the Interstate-210 underpass.**
6. **Almond Avenue** from California Street to Alabama Street.
7. **Kansas Street** from W. State Street to Park Avenue.



Recommended Routes for Removal:

1. **Nevada Street** from West Lugonia Avenue to Citrus Avenue.
2. **West Park Avenue** west of Alabama Street.
3. **Citrus Avenue** west of Alabama Street.
4. **Orange Avenue** west of Alabama Street.
5. **Alabama Street** from Citrus Avenue to Barton Road.
6. **San Timoteo Canyon Road** from Barton Road to the South City boundary.
7. **Tennessee Street / South San Mateo Street** south of Citrus Avenue to West Cypress Avenue.
8. **San Bernardino Avenue** east of Interstate-210 underpass to Orange Street.
9. **Texas Street / South Center Street** south of San Bernardino Avenue to West Cypress Avenue.
10. **West Cypress Avenue** from South San Mateo Street to South University Street.
11. **Orange Street / Cajon Street / Garden Street** from Pearl Street to Elizabeth Street.
12. **East Citrus Avenue** from Orange Street to South University Street.
13. **Judson Street / Ford Street** from Santa Ana River Wash to **5th Avenue** and loops from **South Wabash Avenue** to East Citrus Avenue.
14. **North Wabash Avenue** from the northern City boundary to East Lugonia Avenue.



Review by Traffic & Parking Commission: The Redlands Traffic & Parking Commission reviewed a draft version of the updated Truck Route Map on September 25, 2025. The Commission agreed with the draft map proposed at that time and also suggested some additional changes. One suggestion was to

remove San Timoteo Canyon Road since that roadway has not been fully improved to the width identified in the General Plan for a “Rural Arterial” (currently it is one lane in each direction with soft shoulders). Another suggestion was to remove the segments of two roadways through downtown Redlands (Orange St. from Pearl St. to Citrus Ave., and E. Citrus Ave. from Orange St. to University St.), as they traverse through the central business district as well as the Redlands High School campus.

Public Outreach Process: The public outreach efforts conducted by staff meet the requirements of subdivisions (f) and (g) of Government Code Section 65302.02. Staff contacted adjacent cities, counties (San Bernardino and Riverside), and other stakeholders (including Redlands Unified School District, Southern California Edison, and Southern California Gas Company). Notices were sent to tribal governments in accordance with Senate Bill (SB) 18, which included a 90-day response period. Staff conducted two online public workshops via Zoom on November 3 and 6, 2025.

The City of San Bernardino staff responded by providing a map of their draft AB 98 Truck Route Map, and they proposed to include their City's half of Mountain View Avenue to the north of Interstate-10 (to the Santa Ana River Wash). This will match the City of Redlands’ proposed map that includes Mountain View Avenue northerly of Interstate-10 to the Santa Ana River Wash (the boundary between Redlands and San Bernardino).

County of San Bernardino staff responded with a request to make modifications in the unincorporated “donut hole” area (in northwest Redlands), including adding segments of East San Bernardino Avenue, Palmetto Avenue, and Almond Avenue. Nevada Street is to be deleted from the Truck Route Map and is consistent with the County’s map (Nevada St. not shown as a truck route). The County is also currently in the process of updating the County Truck Route Map.

Two community workshops were hosted online via Zoom to discuss the proposed changes to the amended Truck Route Map and gain an understanding of the community’s opinion and priorities. The first workshop was held on Monday, October 3rd and the second was held on Thursday, October 6th. Both meetings discussed the same material, which provided an overview of the AB 98 requirements, outlined public outreach efforts, and further explained the routes proposed for addition and removal. The first workshop was attended by nine individuals, and there were two individuals in attendance for the second workshop. City staff received positive feedback on the removal of several routes and a few clarifying questions regarding the criteria considered during the selection of routes, effective dates, and enforcement. No changes to the proposed routes were requested during both community workshops.

Environmental Review: The proposal is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California

Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act (CEQA), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a "project" pursuant to the CEQA Guidelines. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the General Plan Amendment may have a significant effect on the environment, insofar as it would impose modified truck routes for certain warehouses and logistics distribution facilities within the City.

Additionally, if the proposal is considered a "project," the proposed General Plan Amendment is categorically exempt under CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of the Environment), because it will not create an environmental impact and the action will assure the maintenance, enhancement or protection of the environment through the adoption of State-imposed regulations on truck routes for certain warehouses and logistics distribution facilities. Accordingly, no further environmental review is necessary.

ALTERNATIVES:

The City Council can continue the proposal and direct staff to address any further issues. (Note that the deadline for the City of Redlands to update the Truck Route Map is supposed to be January 1, 2026, pursuant to Government Code section 65098.1 (e)(2).

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
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Jazmin Serrato, Associate Planner
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: FY 2025-26
Appropriation Required Y/N: No

Attachments

Attachment A - Resolution No. 8739
Exhibit A-1 - General Plan Figure 5-7, Truck Route Map (Existing)
Exhibit A-2 - Amended Figure 5-7, Truck Route Map (Revised)
Attachment B - Future Routes and Removal Recommendations
Attachment C - Notice of Exemption

RESOLUTION NO. 8739

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING GENERAL PLAN AMENDMENT NO. 151 TO THE REDLANDS 2035 GENERAL PLAN TO UPDATE FIGURE 5-7 (TRUCK ROUTE MAP).

WHEREAS, the Development Services Department has initiated General Plan Amendment No. 151 to update the city's Truck Route Map (Figure 5-7) contained in Chapter 5, "Connected City," of the 2035 General Plan; and

WHEREAS, the City Council of the City of Redlands adopted the 2035 General Plan on December 5, 2017; and

WHEREAS, the City Council of the City of Redlands certified and adopted the General Plan and Climate Action Plan Environmental Impact Report (EIR) on December 5, 2017; and

WHEREAS, proposed General Plan Amendment No. 151 is necessary to ensure the City's adopted 2035 General Plan will be in compliance with Assembly Bill (AB) 98 of 2024; and

WHEREAS, the City of Redlands is located within the "warehouse concentration region" as defined in Government Code section 65098(h); and

WHEREAS, the City of Redlands must update its Truck Route Map by January 1, 2026, to comply with Government Code section 65098.1(e); and

WHEREAS on December 5, 2025, notice of the City Council's public hearing for the proposed General Plan Amendment No. 151 was published in a newspaper of general circulation by the City Clerk; and

WHEREAS, on December 16, 2025, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of staff, written public comments, and testimony by members of the public; and

WHEREAS, following the public hearing on the proposed General Plan Amendment No. 151, the City Council determined that adoption of the Amendment is in the best interests of the public health, safety, and general welfare.

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

Section 1. Exemption from environmental review. The proposed General Plan Amendment does not require environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment and therefore not a project. Additionally, pursuant to CEQA

Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the General Plan amendment may have a significant effect on the environment, insofar as it would impose modified truck routes for certain warehouses and logistics distribution facilities within the City. Additionally, if the proposal is considered a "project," the proposed General Plan Amendment is categorically exempt under CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of the Environment), because it is clear that it will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of State-imposed regulations on truck routes for certain warehouses and logistics distribution facilities. Accordingly, no further environmental review is necessary.

Section 2. Description of General Plan Amendment. Amendment to Figure 5-7, titled "Truck Route Map," contained in the 2035 General Plan is described as follows:

a) Section of Mountain View Avenue from Interstate-10 to North City boundary; change from "Major Road" to "Truck Route" designation.
b) Section of Marigold Avenue from San Bernardino Avenue to Palmetto Avenue; change from "Major Road" to "Truck Route" designation.
c) Section of California Street from San Bernardino Avenue to Palmetto Avenue; change from "Major Road" to "Truck Route" designation.
d) Section of Palmetto Avenue from Marigold Avenue to Alabama Street; change from "Major Road" to "Truck Route" designation.
e) Section of West San Bernardino Avenue from California Street to Alabama Street, including the Interstate-210 underpass; change from "Major Road" to "Truck Route" designation.
f) Section of Almond Avenue from California Street to Alabama Street; change from "Local Road" to "Truck Route" designation.
g) Section of Kansas Street from W. State Street to Park Avenue; change from "Local Road" to "Truck Route" designation.
h) Section of Nevada Street from West Lugonia Avenue to Citrus Avenue; change from "Truck Route" to "Major Road" designation.
i) Section of West Park Avenue west of Alabama Street; change from "Truck Route" to "Local Road" designation.
j) Section of Citrus Avenue west of Alabama Street; change from "Truck Route" to "Local Road" designation.
k) Section of Orange Avenue west of Alabama Street; change from "Truck Route" to "Local Road" designation.
l) Section of Alabama Street from Citrus Avenue to Barton Road; change from "Truck Route" to "Major Road" designation.
m) Section of San Timoteo Canyon Road from Barton Road to South City boundary; change from "Truck Route" to "Major Road" designation.
n) Section of Tennessee Street/ South San Mateo Street, south of Citrus Avenue to West Cypress Avenue; change from "Truck Route" to "Major Road" designation.
o) Section of San Bernardino Avenue, east of Interstate-210 underpass to Orange Street; change from "Truck Route" to "Major Road" designation.

p) Section of Texas Street / South Center Street, south of San Bernardino Avenue to West Cypress Avenue; change from "Truck Route" to "Major Road" designation.
q) Section of West Cypress Avenue from South San Mateo Street to South University Street; change from "Truck Route" to "Major Roads" designation.
r) Section of Orange Street / Cajon Street / Garden Street from Pearl Street to Elizabeth Street; change from "Truck Route" to "Major Roads" designation.
s) Section of East Citrus Avenue from Orange Street to South University Street; change from "Truck Route" to "Major Roads" designation.
t) Section of Judson Street / Ford Street from Santa Ana River Wash to 5th Avenue and loops from South Wabash Avenue to East Citrus Avenue; change from "Truck Routes" to "Major Roads" designation.
u) Section of North Wabash Avenue from northern City boundary to East Lugonia Avenue, change from "Truck Route" to "Major Road" designation.

Section 3. Approval of general plan amendment. General Plan Amendment No. 151 is hereby approved as described in this Resolution, and as shown in Exhibit "A-1" and Exhibit "A-2" attached hereto.

Section 4. Compliance with state law. This General Plan Amendment is adopted to implement the applicable provisions of Assembly Bill 98 (2024) as codified in Government Code section 65098 et seq., and the revised Truck Route Map meets the substantive and procedural requirements contained in Government Code section 65302.02.

Section 5. Effective date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED, AND APPROVED this 16th day of December, 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 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A-1
GENERAL PLAN FIGURE 5-7, TRUCK ROUTE MAP (EXISTING)

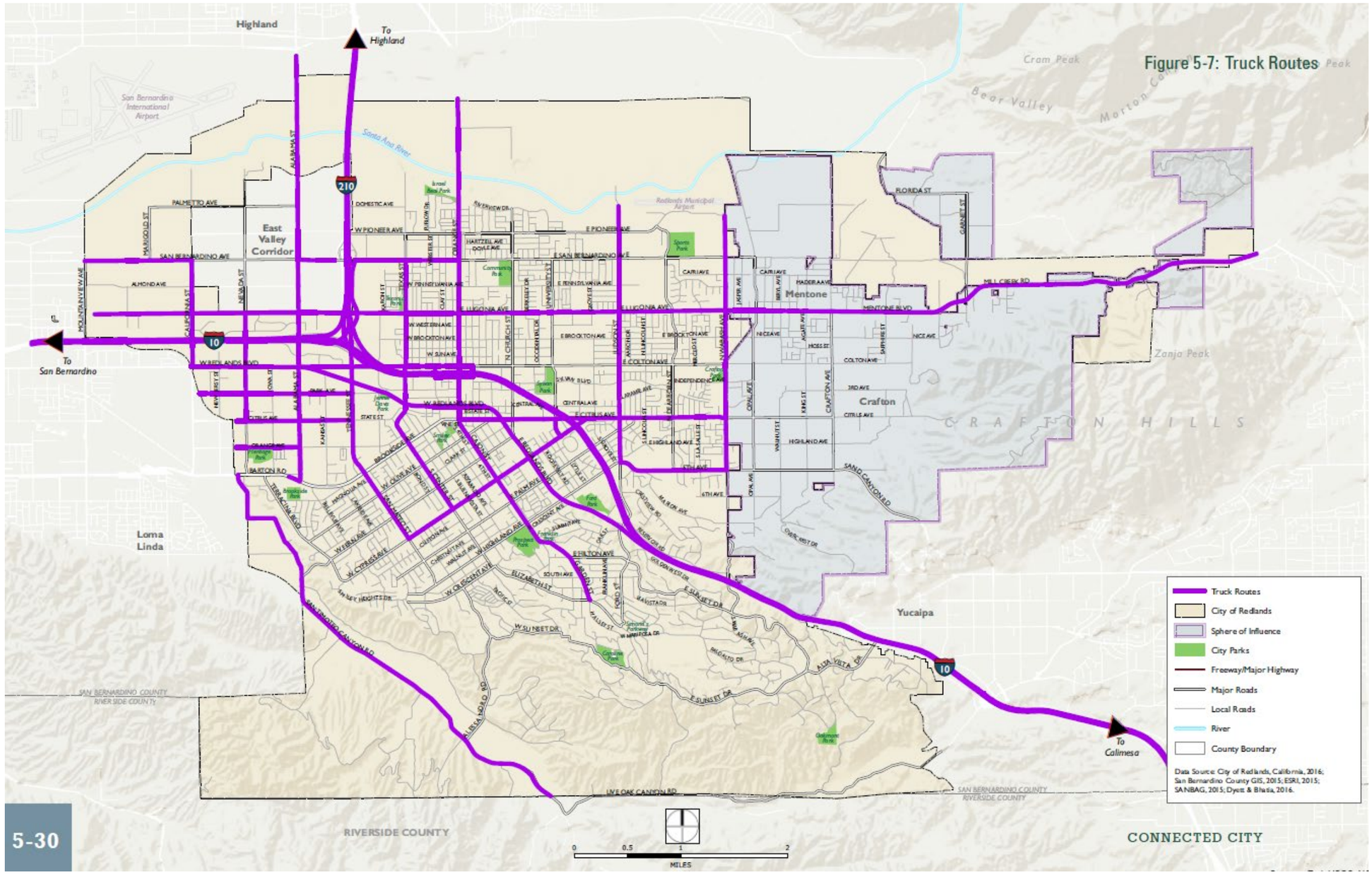
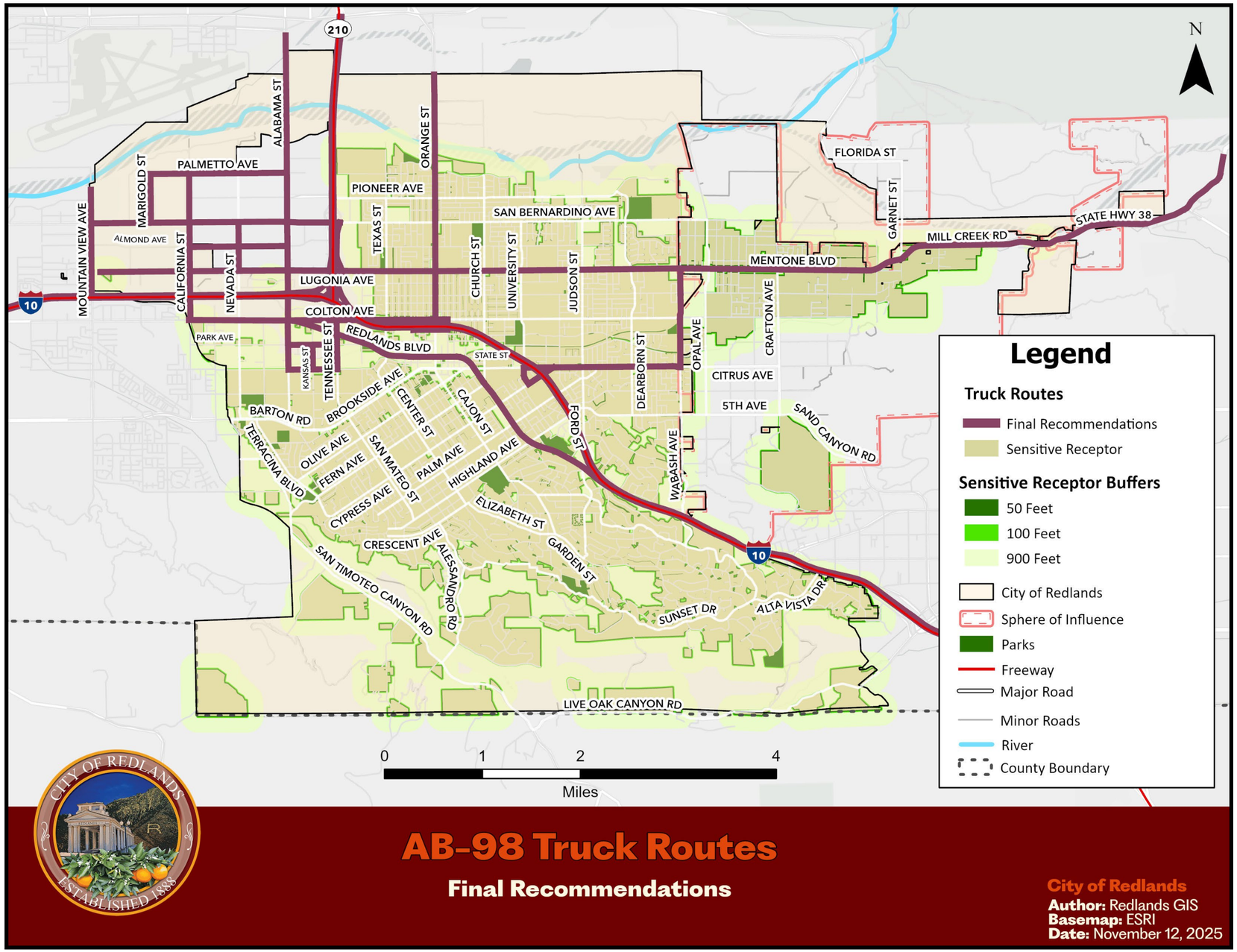
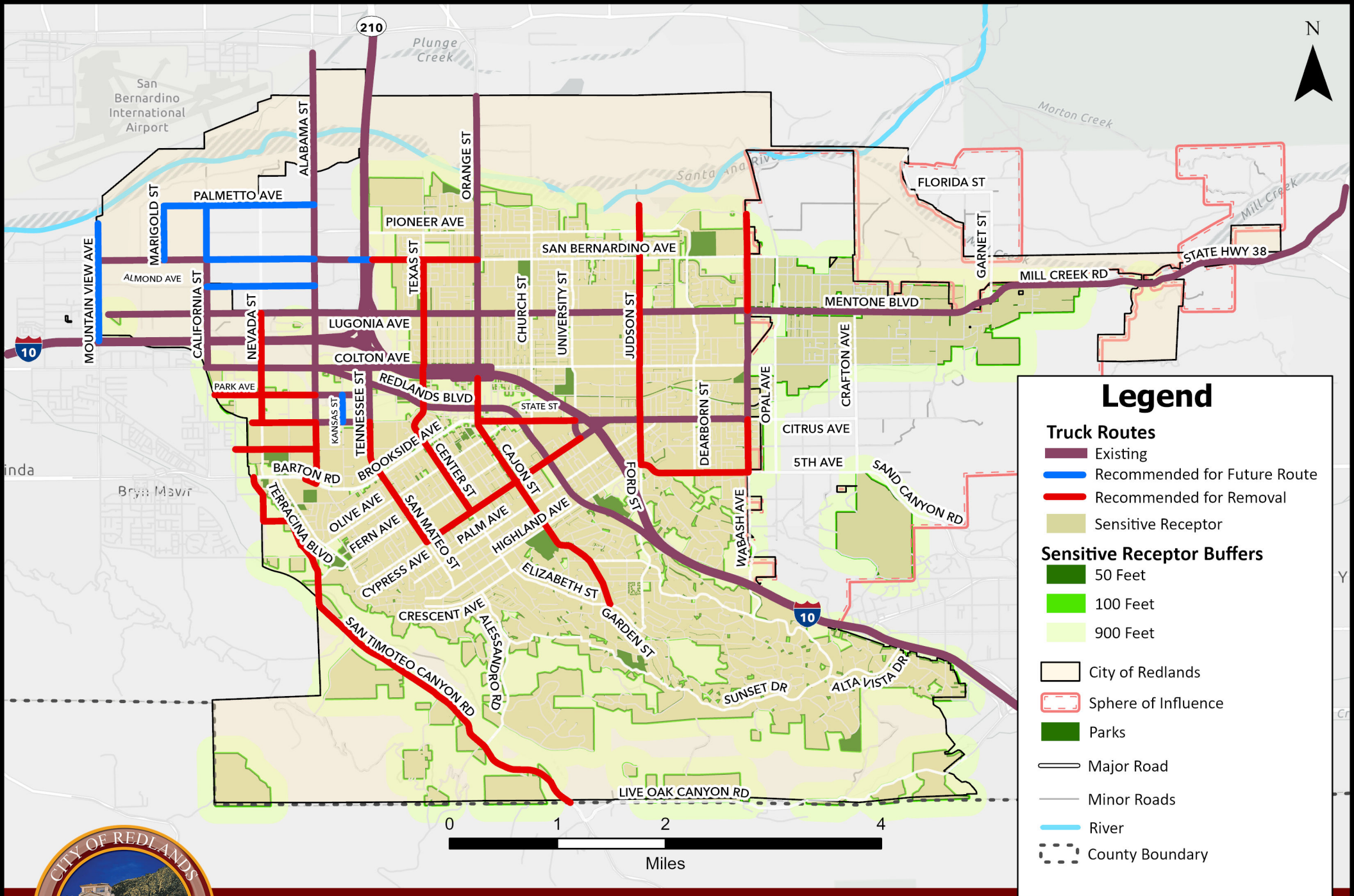


EXHIBIT A-2
AMENDED FIGURE 5-7, TRUCK ROUTE MAP (REVISED)





AB-98 Truck Routes

Future Routes and Removal Recommendations

City of Redlands
Author: Redlands GIS
Basemap: ESRI
Date: November 12, 2025

Notice of Exemption

To: ☒ Clerk of the Board of Supervisors
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA. 92415-0130

From: City of Redlands
Planning Division
P.O. Box 3005
Redlands, CA. 92373

☒ Office of Planning & Research
State Clearinghouse (https://ceqanet.opr.ca.gov/)
P.O. Box 3044
Sacramento, CA. 95812-3044

Subject: ***Filing of Notice of Exemption in Compliance with Section 21152 of the Public Resources Code and CEQA Guidelines Sections 15061 & 15062.***

Project Title: General Plan Amendment No. 151 for AB 98 Truck Route Map Update Project

Project Applicant: City of Redlands, Development Services Department

Project Location - Address: Citywide within the City of Redlands
Project Location - City: Redlands, California
Project Location - County: San Bernardino County

Project Description: General Plan Amendment No. 151 would update the city's Truck Route Map (Figure 5-7) in the 2035 General Plan to make the following changes: add a segment of Mountain View Avenue from I-10 to North City boundary; add a segment of Marigold Avenue from San Bernardino Avenue to Palmetto Avenue, add a segment of California Street from San Bernardino Ave. to Palmetto Avenue; add a segment Palmetto Avenue from Marigold Avenue to Alabama Street, add a segment of West San Bernardino Avenue from California Street to Alabama Street, plus the I-210 underpass, add a segment of Almond Avenue from California Street to Alabama Street, add a segment of Kansas Street from West State Street to Park Avenue; delete a segment of Nevada Street from West Lugonia Avenue to Citrus Avenue; delete a segment of West Park Avenue west of Alabama Street; delete a segment of Citrus Avenue west of Alabama Street; delete a segment of Orange Avenue west of Alabama Street; delete a segment of Alabama Street from Citrus Avenue to Barton Road; delete a segment of San Timoteo Canyon Road from Barton Road to City boundary; delete a segment of Tennessee Street/ South San Mateo Street south of Citrus Avenue to West Cypress Avenue; delete a segment of San Bernardino Avenue east of I-210 underpass to Orange Street; delete a segment of Texas Street/ South Center Street south of San Bernardino Avenue to West Cypress Avenue; delete a segment of West Cypress Avenue from South San Mateo Street to South University Street; delete a segment of Orange Street/ Cajon Street / Garden Street from Pearl Street to Elizabeth Street; delete a segment of East Citrus Avenue from Orange Street to South University Street; delete a segment of Judson Street/ Ford Street from Santa Ana River Wash to 5th Avenue and loops from South Wabash Avenue to East Citrus Avenue; and delete a segment of North Wabash Avenue from the northern City boundary to East Lugonia Avenue.

Name of Public Agency Approving Project: City of Redlands

Name of Person or Agency Carrying Out Project: City of Redlands, Development Services Dept.

This is to advise that on December 16, 2025, the City Council of the City of Redlands approved the above-referenced project, and made the following determination:

Exempt Status: (check one)
☐ Ministerial (Sec. 21080(b)(1); 15268);
☒ General Exemption (15061(b)(3));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☒ Statutory Exemptions. State type and section number: 15308 and 15378(b)(5)

Reasons why project is exempt: The proposal is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the general plan amendment (to Figure 5-7, Truck Routes) may have a significant effect on the environment, insofar as it would provide a modified truck route map for certain warehouses and logistics distribution facilities in Redlands. No construction, development, or ground disturbance of any kind is proposed with this action.

Furthermore, even if the proposal is considered a project, the proposed general plan amendment is categorically exempt under CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of the Environment), because it is clear that it will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of State-imposed regulations on truck routes for certain warehouses and logistics distribution facilities. Accordingly, no further environmental review is necessary.

Lead Agency: City of Redlands, Development Services Department
Contact Person: Jazmin Serrato, Associate Planer
Telephone: (909) 798-7555 extension 4749

This is to certify that the project documents and record of project approval are available to the general public and may be examined at the City of Redlands Development Services Department, Planning Division office, located at 35 Cajon Street, Suite 20, Redlands, CA 92373. The custodian of records is the City Planner, and may be contacted during regular business hours at (909) 798-7555 extension 2.

_____
Jazmin Serrato
Associate Planner
December 17, 2025

☒ Signed by Lead Agency
☐ Signed by Applicant

City Council Meeting **J. 1.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8738, establishing intention to form a Climate Resilience District (CRD); establish the Redlands CRD Board; appointment of members to the CRD Board; and determine that adoption of the resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301(b)(4) and (b)(5) of the CEQA Guidelines (Management Services/Finance Director Garcia)

MOTION(S):

The following motions are provided:

1. I move that the City Council find that adoption of Resolution No. 8738 is exempt from the California Environmental Quality Act pursuant to Section 15301(b)(4) and (b)(5) of the CEQA Guidelines; and

2. I move to adopt Resolution No. 8738, declaring its intention to establish the Redlands Resilience District (CRD) and establishing the Redlands CRD Board; and

3. I move to appoint three members of the City Council to the CRD Board, and discuss an approach for appointing two members of the public to the CRD Board.

RECOMMENDATION:

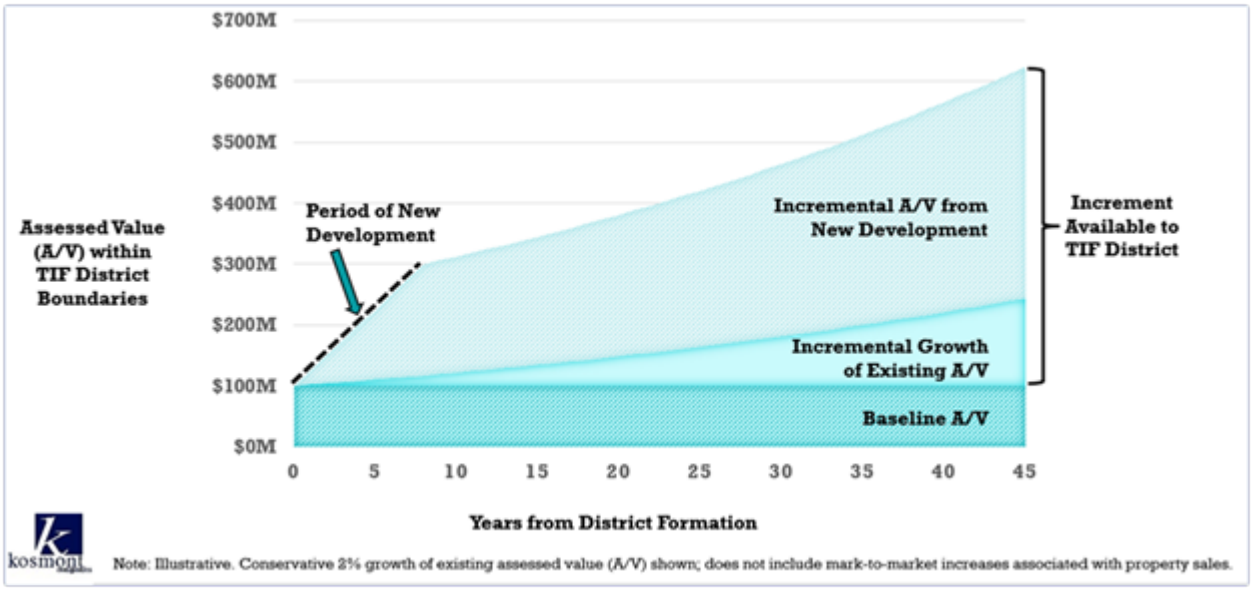
Staff recommends that Council direct staff accordingly.

DISCUSSION:

As a result of the elimination of redevelopment agencies in California, the City of Redlands ("City") lost a tax increment financing (TIF) tool to invest in public facilities and the community's qualify of life. In 2014, SB 628 created a new tax increment financing tool called the Enhanced Infrastructure Financing District (EIFD). Senate Bill 852 (Dodd, 2022) authorized the creation of Climate Resilience Districts (CRDs), a form of EIFD that enables local jurisdictions to pledge future property tax increment towards the design and implementation of projects that mitigate the impacts of climate change. CRDs are directed to give priority to projects that address the needs of "under-resourced communities," which is a term defined consistent with Health and Safety Code and Public Resources Code sections defining Disadvantaged Communities and Low-Income Communities. SB 852 states that CRDs may only finance certain types of projects that enable communities to adapt to the impacts of climate change.

By capturing future property tax increment revenue generated within the CRD as new development occurs and property values increase over time, similar to the former Redevelopment Agencies in California, CRDs enable a sustainable, ongoing revenue stream without increasing property taxes or any other taxes for landowners, residents, or businesses within or outside of the CRD boundaries.

The following chart illustrates how tax TIF and CRDs capture future revenue from new development into the CRD (note these dollars are for illustrative purposes only):



The City was originally approached by the University of Redlands in 2021 for consideration of the use of a financing district to facilitate economic development in the environs of the University campus (e.g., proposed University Village

development project) via investment into critical infrastructure. The University team presented the concept to the City Council on April 19, 2022, where feedback was positive. The City Council unanimously supported, by roll call vote, the University of Redlands' request for the City to establish an EIFD. Staff was also directed to work with the University and consultants to prepare the necessary documents and reports to establish an EIFD to support the University Village project, and to meet with representatives of the County of San Bernardino to request its participation (and authorized the City Manager to sign and submit a letter of support for grant funding to the University of Redlands).

Since that time, the University Village Project has evolved as market and economic conditions have changed. More recently, the University team and consultant Kosmont Companies have engaged with City staff and prepared an updated, detailed analysis.

The next step in the financing district process is City Council consideration of a non-binding Resolution of Intention to eventually form the financing district.

Adoption of the City Council's Resolution of Intention (Attachment 1) provides for the following:

1. Preliminary boundaries of the CRD. The CRD is proposed at this point to be focused on the University Village project area and other nearby development opportunity sites where private sector investment is anticipated in the future, as noted in Exhibit A of the Resolution of Intention. The exact boundaries of the CRD are subject to further review and refinement as the formation process continues.
2. Type of eligible projects proposed to be financed or assisted by the CRD. The projects listed under the Resolution of Intention include all eligible projects and activities under the CRD legislation and are listed in Exhibit B to the Resolution of Intention (more specific projects will be delineated in the required Infrastructure Financing Plan prior to CRD formation). Examples of potential projects include water, sewer, flood control, renewable energy investments, projects to address extreme heat and other community facilities.
3. Use of Incremental Tax Revenue. The Resolution of Intention anticipates that a portion (not all) of the City's future property tax increment revenue generated within the CRD will be allocated to the CRD. The exact amounts will be determined in a future resolution to be considered by the City Council. It is possible that the County of San Bernardino may additionally participate in the CRD, in which case, a portion of the County's property tax increment revenue will also be allocated to the CRD.
4. Establishes a CRD Board to serve as the governing board of the CRD. Consistent with the CRD legislation, the CRD Board membership is proposed to be initially comprised of three members of the City Council and two members of the public appointed by the City Council. If another taxing entity, such as the County of San Bernardino, ultimately elects to partner with the City in the CRD, then the District Board would be revised in accordance with EIFD and CRD law, such as to include two members of the City Council, one member of that taxing entity's legislative body (e.g., County Supervisor), one member of the public appointed by

the City Council, and one member of the public appointed by the legislative of that taxing entity (e.g., County Board of Supervisors).

5. Sets a time and place for the first public hearing on the CRD to be conducted by the CRD Board. There will be multiple public meetings and hearings required as part of the CRD process. The first formal CRD public hearing is tentatively scheduled for February 18, at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Hall Council Chambers, 35 Cajon Street, Redlands, California.

Approval of the Resolution of Intention and appointments to the CRD Board begin a series of activities that will take place over the next several months, primarily by the CRD Board. The following schedule outlines the various key tasks and milestones in the formation process. As the following proposed schedule indicates, the final City Council approvals are expected to follow in the first nine months of calendar year 2026.

Task	Target Date	Notes
Initial meeting of CRD Board.	February 2026	CRD Board will review the proposed CRD, potentially adopt bylaws, direct the preparation of the draft Infrastructure Financing Plan (IFP).
CRD Board meets to review draft IFP	April 2026	
City Council (and potentially County Board of Supervisors) considers resolution approving the IFP and allocation of property tax increment.	May 2026	
CRD Board holds Public Hearing #1.	June 2026	Additional comments taken; CRD Board takes action to modify or reject IFP or otherwise proceed to Public Hearing #2.
CRD Board holds Public Hearing #2 and Protest Proceeding.	July 2026	If majority protest exists – CRD Board takes action to terminate CRD. If no majority protest, CRD Board can propose adoption of the IFP and formation of the CRD.
Staff / Consultant files CRD with State Board of Equalization (BOE).	August 2026	

The IFP referenced in the timeline above becomes the roadmap for the work to be accomplished by the CRD. The IFP will analyze the tax increment anticipated to be generated by the properties in the CRD boundary, consider the cost of various infrastructure options to be considered for investment, evaluate the bonding capacity created by the tax increment generated, estimated general

fund fiscal impacts, and provide a plan for how the CRD will capture tax increment to fund infrastructure investments. The IFP contents are currently under development and will be provided in draft format to the public, CRD Board and City Council (and potentially County Board of Supervisors) in accordance with the schedule above.

Public information is an important part of the CRD formation process. A web page will be developed that will serve as a resource to interested stakeholders. Landowners and residents within the CRD boundaries will also receive mailed notifications of public meetings and hearings throughout the formation process, and public hearings will additionally be advertised via local newspaper. In the event of a majority protest by property owners or residents within the boundaries, the formation proceedings would be discontinued.

The City Council's adoption of the Resolution of Intention and establishment of the CRD Board are exempt from the California Environmental Quality Act (CEQA) as they are actions solely related to the creation of a government funding mechanism and the administrative or organizational activities of the City. Therefore, these actions do not constitute a "project" pursuant to CEQA Guidelines Sections 15378(b)(4) and 15378(b)(5). Neither of these actions could result in a physical change in the environment because the City has not committed itself to any specific project(s) that could be funded by the CRD.

ALTERNATIVES:

The Council may choose to modify, reject or table this item for future discussion.

STRATEGIC PLAN:

Priority A. Quality of Life — 2. Economic Vitality:
Encourage redevelopment efforts in the transit corridor (i.e. University Village and mall site).

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

Fiscal Impact

Fiscal Year: FY 2026

Discussion:

There is no immediate fiscal impact for establishing the Redlands CRD or CRD Board. If ultimately established, the CRD would create the opportunity to use tax increment financing to fund targeted infrastructure investments in the City. Further information regarding fiscal impact will be analyzed as part of the development of the IFP, which will be presented to the CRD Board and City Council as noted in the timeline above.

Attachments

Resolution No. 8738 Resolution of Intent to Form CRD

RESOLUTION NO. 8738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO ESTABLISH THE REDLANDS CLIMATE RESILIENCE DISTRICT TO FINANCE THE CONSTRUCTION, REPAIR, ACQUISITION, OPERATION, AND/OR MAINTENANCE OF CAPITAL IMPROVEMENTS AND FACILITIES; ESTABLISH A DISTRICT BOARD; AND AUTHORIZING CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) ("EIFD Law") and Division 6 of Title 6 of the California Government Code (commencing with Section 62300) ("CRD Law"), the City Council of the City of Redlands ("City") is authorized to initiate the process to establish a Climate Resilience District ("CRD"); and

WHEREAS, in 2022 the Legislature of the State of California added Division 6 to Title 6 of the California Government Code to allow for the establishment of CRDs, deeming any CRD to also be an Enhanced Infrastructure Financing District ("EIFD") and subjecting CRDs and their establishment to EIFD Law; and

WHEREAS, in accordance with California Government Code section 53398.54, the City has complied with the prerequisites prior to initiating the creation of or participating in the governance of the CRD and will provide the required certification to the Department of Finance in accordance with EIFD and CRD Law; and

WHEREAS, on April 19, 2022, the City Council unanimously supported, by roll call vote, the University of Redlands' request for the City to establish an EIFD, directed staff to work with the University and consultants to prepare the necessary documents and reports to establish an EIFD to support the University Village project, to meet with representatives of the County of San Bernardino to request its participation, and authorized the City Manager to sign and submit a letter of support for grant funding to the University of Redlands; and

WHEREAS, the City Council proposes the potential establishment of a CRD to help finance various public facilities and other projects authorized by the CRD law within the established CRD boundaries or outside of the established CRD boundaries if there is a tangible connection to the work of the CRD, including but not limited to infrastructure such as water, sewer, flood control, renewable energy investments, projects to address extreme heat or other community facilities; and

WHEREAS, the proposed boundaries of the CRD are identified on a map entitled "Proposed Boundaries of Redlands Climate Resilience District" (Exhibit "A"); a copy which is on file in the office of the City Clerk; and

WHEREAS, pursuant to CRD Law and EIFD Law, the City Council is required to establish the Redlands Climate Resilience District Board ("District Board") to act as the governing board of the proposed CRD at the same time the City Council adopts its intention to form the CRD; and

WHEREAS, the CRD will be formed by the District Board which will be responsible for implementing the governing Infrastructure Financing Plan ("IFP"); and

WHEREAS, this action is exempt from the California Environmental Quality Act ("CEQA") as an action solely related to financing and is not in-and-of itself a "project" (pursuant to CEQA Guidelines Section 15378) since it does not result in a physical change in the environment because the City has not committed itself to fund any specific projects through the CRD. However, future actions (such as the funding and/or approval of infrastructure improvements using funding from the CRD) will be subject to environmental review in accordance with CEQA.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Intention and Proposal to Establish Climate Resilience District. The City Council proposes and intends to cause the establishment of the CRD under the provisions of CRD Law and EIFD Law.

Section 3. Name of Climate Resilience District. The name proposed for the CRD is the "Redlands Climate Resilience District."

Section 4. Boundaries. The proposed boundaries of the EIFD are as shown on Exhibit "A" attached hereto, which are preliminarily approved and on file in the office of the City Clerk and incorporated herein by reference.

Section 5. Description of Facilities. The types of public facilities and development proposed to be financed or assisted by the CRD pursuant to the CRD Law are those listed on Exhibit "B", attached hereto and incorporated herein by reference.

Section 6. Necessity of CRD and Goals. The City Council hereby finds that the CRD is necessary for the area within the boundaries of the CRD and the City. The City Council's stated goals for the CRD are to create a means by which to assist in the provision of public facilities or other specified projects of communitywide significance that provide significant benefits to the area within boundaries of the CRD or the surrounding community, including promotion of climate resilience, economic development and quality of life.

Section 7. Use of Incremental Tax Revenues for CRD Funding. The City Council hereby declares that, pursuant to the EIFD and CRD Law and if approved by resolution pursuant to Government Code Section 53398.68, incremental property tax revenue from the City (and potentially other taxing entities that elect to participate in the CRD in the future) within the CRD may be used to finance the activities described in Section 5 and listed on Exhibit "B." The incremental property tax financing will be described in an IFP to be prepared for approval by the District Board, the City Council, and the legislative bodies of all participating taxing entities under EIFD and CRD Law.

Section 8. Use of Incremental Sales Tax for CRD Funding. The City or County are authorized to allocate tax revenues derived from local sales and use taxes imposed pursuant to the

Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code) or transactions and use taxes imposed in accordance with the Transactions and Use Tax Law (Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code) to the CRD pursuant to Government Code Section 53398.75.5, if applicable. The City Council does not intend to contribute sales and use taxes or transactions and use taxes to the CRD.

Section 9. Establishment of the District Board. The City Council hereby establishes the Redlands Climate Resilience District Board to act as the governing board of the proposed CRD. The District Board shall be initially comprised of three members of the City Council and two members of the public appointed by the City Council. If another taxing entity, such as the County of San Bernardino, ultimately elects to partner with the City in the CRD, then the District Board will be reorganized in accordance with EIFD and CRD law, for example to include two members of the City Council, one member of that taxing entity's legislative body (e.g., County Supervisor), one member of the public appointed by the City Council, and one member of the public appointed by the legislative of that taxing entity (e.g., County Board of Supervisors).

Section 10. Public Hearing. The Council hereby establishes February 18, 2026, at 6:00 p.m., or as soon as possible thereafter as the matter may be heard, at Redlands City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, as the time and place, when and where the District Board will conduct a public hearing on the proposed establishment of the CRD and the IFP.

Section 11. Mailing and Publication of Notice. Pursuant to California Government Code sections 53398.60 and 53398.61, the City Clerk is hereby directed to mail a copy of this Resolution to the District Board and each owner of land (as defined in the EIFD and CRD Law), or alternatively with respect to the owners of land, may mail a single-page notice of intention described in California Government Code section 53398.60(b), within the CRD and to each affected taxing entity (as defined in the EIFD and CRD Law).

Section 12. Successor Agency Findings of Completion. The City solely in its capacity as the designated successor agency to the former Redlands Redevelopment Agency ("Successor Agency"), has received a finding of completion from the State Department of Finance as specified in California Health and Safety Code section 34179.7.

Section 13. Department of Finance Certification. In accordance with California Government Code section 53398.54, the City certifies to the California Department of Finance (DOF) and to the District Board that no former Redlands Redevelopment Agency assets that are the subject of litigation involving the State of California, where the City or the Successor Agency are a named plaintiff, have been or will be used to benefit any efforts of the CRD. The City Clerk is authorized and directed on behalf of the City to provide or make this certification to the DOF within 10 days after the City Council's action to participate in the CRD pursuant to Government Code Section 53398.68 or the City Council's action to form the CRD pursuant to Government Code Section 53398.69, by delivery of a copy of the appropriate Resolution or signing a separate certification, if and as required by the DOF.

Section 14. State Controller Review. The State Controller has completed its review as specified in California Health and Safety Code section 34167.5 of asset transfers between the Former Redevelopment Agency, the City or any other public agency. The Successor Agency and the City have complied with all the State Controller's findings and orders stemming from such review.

Section 15. Current CRD Law. It is the intent of the Council that the formation of the CRD shall proceed under the now existing and current CRD Law, including but not limited to its incorporation of EIFD Law, as effective on the date of this Resolution.

Section 16. No Obligation to Establish CRD. This Resolution in no way obligates the District Board to establish any CRD.

Section 17. Severability. If any section, subsection, phrase, or clause of this Resolution is for any reason found to be invalid, such section, subsection, phrase or clause shall be severed from, and shall not affect the validity of all remaining portions of this Resolution that can be given effect without the severed portion.

Section 18. General Authorization. The City Clerk and all other officers and agents of the City are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 19. Effective Date. This resolution shall be effective immediately upon its adoption.

Section 20. Certify. The City Clerk shall certify the adoption of this resolution.

ADOPTED, SIGNED AND APPROVED this 16th day of December, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

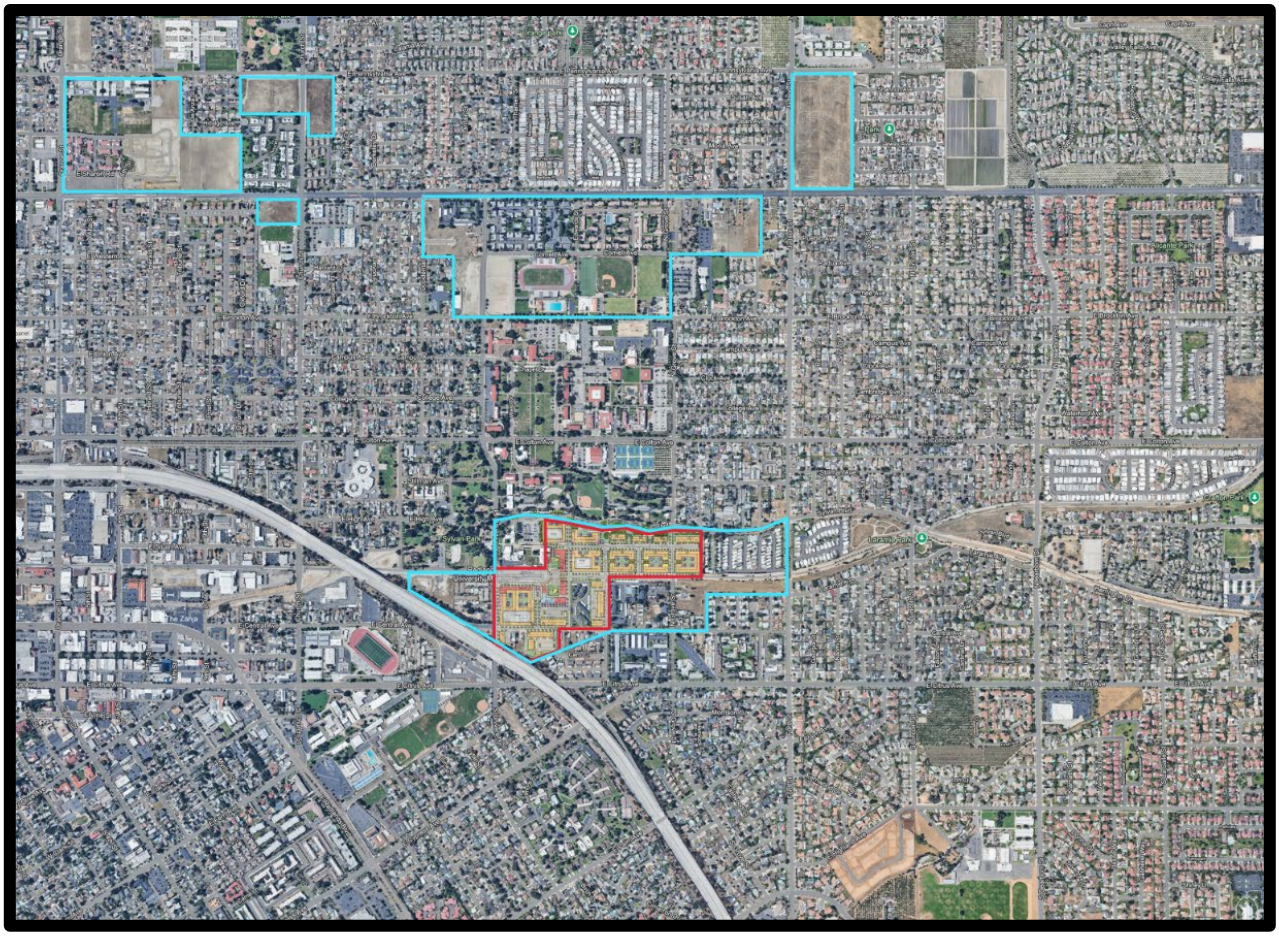
I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

PROPOSED REDLANDS CLIMATE RESILIENCE DISTRICT (CRD) BOUNDARIES



The Redlands CRD boundary is initially proposed as the area within teal boundaries above, encompassing approximately 232 acres.

EXHIBIT B

CITY OF REDLANDS CLIMATE RESILIENCE DISTRICT (CRD) LIST OF AUTHORIZED PUBLIC FACILITIES

The Redlands CRD may finance or assist eligible projects that are designed and implemented to address climate change mitigation, adaptation or resilience, including, but not limited to all of the following:

- A project that addresses river, bay, or sea level rise, or rising groundwater, including wetlands or marsh restoration, vegetated dunes, living shorelines, erosion control, or levees.
- A project that addresses extreme heat or the urban heat island effect, including increasing shade, deploying cool building and surface materials, using cool pavements; constructing, improving, or modifying new or existing facilities; or increasing access to cooling opportunities.
- A project that addresses extreme cold, rain, or snow, including constructing, improving or modifying new or existing facilities.
- A project that addresses the risk of wildfire, including establishing fire breaks, prescribed burning, structure hardening or vegetation control.
- A project that addresses drought, including multi-use land repurposing, groundwater replenishment, groundwater storage or conjunctive use.
- A project that addresses the risk of flooding, including structure elevation or relocation, wetlands restoration, flood easements or bypasses, or levees.
- A project that intends to improve air quality.

The CRD may raise and allocate funding for eligible projects and the operating expenses of eligible projects, where operating expenses may include any of the following:

- The expenses of operating the district.
- The planning of eligible projects.
- The operational expenses of any eligible project.

City Council Meeting **J. 2.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Sole Source invoice payment to Systems & Software, Inc. for support of the enQuesta Utility Database for Customer Management in an amount of $291,207 for annual software hosting, maintenance and support (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 payment of the invoice to Systems & Software, Inc. (“S&S”), providers of the City’s utility billing software, in an amount of $291,207 for annual software hosting, maintenance and support for the calendar year 2026.

RECOMMENDATION:

Staff recommends that the City Council approve payment of an invoice to Systems & Software, Inc. (“S&S”), providers of the City’s utility billing software, in an amount of $291,207 for annual software hosting, maintenance and support to provide technical support for all areas related to the operation of City’s utility database and customer management software.

DISCUSSION:

Since 2004, the City has used the enQuesta Utility Database and Customer Management software. Version upgrades were performed in 2008, 2015 and a recent completion in August 2025 to the newest software Version 6. The enQuesta Version 6 software includes functional improvements and enhancements, necessary security features and conversion of data to a hosted solution. It provides billing, collections and cash receipting functionality for the customer service and revenue offices, in addition to managing over 80,000 customer utility accounts for water, wastewater, solid waste, household

hazardous waste and street fees. This system is not only vital for the accurate and timely production of 130,000 utility bills annually, it is also critical to the operational efficiencies and integrity of the records contained therein.

S&S supports this proprietary software in the form of technical assistance, troubleshooting, quarterly meetings, no-cost attendance at annual enQuesta user conferences, monthly webcasts and an assigned account manager. S&S has been investing in their product and service levels to improve experience for City staff and the ability to serve City customers. This is a sole source purchase due to the fact that the enQuesta software hosts the City customer data as a Software as a Service (SaaS) solution, and is proprietary making software programming and maintenance protocols unavailable on the general market. These services are only available through S&S, owner of the software product.

Paying for support and maintenance for this hosted SaaS solution is a necessary investment to ensure continued system performance, security, and scalability. The expertise and ongoing updates provided through these services mitigate risks, reduce downtime, and enhance the long-term value of the SaaS solution.

ALTERNATIVES:

City Council may choose not to approve the payment with Systems & Software and provide alternative direction to staff.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Aimee Hoover, Revenue Manager

Fiscal Impact

Fiscal Year:	FY 2026
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$291,207
Budgeted Y/N:	Y

Discussion:

Funding for this expense is included in the IT Division’s Fiscal Year 2025-26 budget.

Attachments

Support and Maintenance Guidelines 2026

S&S Annual Renewal Invoice 2026

Systems & Software
2026 Customer Support Guidelines

Our Model 4
Our Supporting Cast 5
After Hours Support 5
Escalation Paths 5
Submission of Issues 6
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Security and Disaster Recovery 14
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Our Commitment

At S&S, we are dedicated to delivering prompt responses and effective solutions to support our customers.

To uphold this commitment, we've invested heavily in building a knowledgeable team and robust support infrastructure—offering multiple channels for you to reach us quickly and efficiently.

We work closely with our customers to understand their evolving business needs, address incidents, and ensure smooth, consistent system performance. As your business grows and changes, S&S is here to provide scalable solutions and ongoing support.

We value your partnership and appreciate your continued trust in S&S.

With appreciation,

Adam Smith

Adam Smith

Executive Vice-President

Our Model

Customer Support Portal - Customer Support Portal allows your employees to manage & track tickets and engage directly with the Triage Team.

Phone - Our Customer Support Team is ready to provide phone and online support Monday - Friday, from 8 AM – 6 PM ET. After-hours emergency pager support is also available from 6 PM – 8 AM ET. Showstoppers submitted online after 6 PM ET will be addressed the following business day. For immediate support for a Showstopper, please call the support line at 1-800-655-8810

Documentation - enQuesta products continue to evolve. Each release of new or improved functionality comes with detailed documentation. This provides our customers with the ability to identify and test product enhancements quickly & easily

Training Videos - S&S provides access to custom-designed training videos, focusing on a variety of subjects. Our video library is kept current with product enhancements.

Our Supporting Cast

S&S proudly employs more than 100 professionals across the U.S. and Canada, bringing together the depth of knowledge and experience needed to solve even the most complex challenges.

Our diverse team includes chartered accountants, engineers, developers, utility experts, billing specialists, and seasoned project professionals—each dedicated to delivering high-quality service and support.

With over 50 years of industry leadership, S&S continues to attract and retain top talent. Many of our team members have been with us for decades, reflecting our strong culture of expertise and continuity.

You can rely on S&S—both our people and our proven processes—to resolve issues efficiently and help drive your long-term success.

After Hours Support

S&S On-Call Team Members are available 24/7 for critical system issues and address them within a response time of 15 minutes. Showstoppers submitted via the Customer Support Portal outside business hours will be addressed on the next day. To escalate an after-hours showstopper, please call the Support Desk, and you'll be routed to our Paging Service. An S&S Team Member will reach out within 15 minutes.

Escalation Paths

In the rare event where you are not getting the required support, please follow the escalation path below:

PATH	CHANNEL	CONTACT	RESPONSE TIME
LEVEL 1	S&S Support Desk	1-800-655-8810 OR support@ssivt.com	Target Response: 2 Hrs **Showstopper Response: <15 Min**
LEVEL 2	Customer Support Supervisor	Robert Barr 802-755-7331 rbarr@harriscomputer.com	Target Response: 1 Hr **Showstopper Response: <15 Min**
LEVEL 3	Customer Success Managers	Christine Nicholson cnicholson@harriscomputer.com Nat Bond nbond@harriscomputer.com	Target Response: 1 Hr **Showstopper Response: <15 Min**
LEVEL 4	Director of Customer Success	Courtney R. Musella 802-497-8741 cmusella@harriscomputer.com	Target Response: 1 Hr **Showstopper Response: <15 Min**

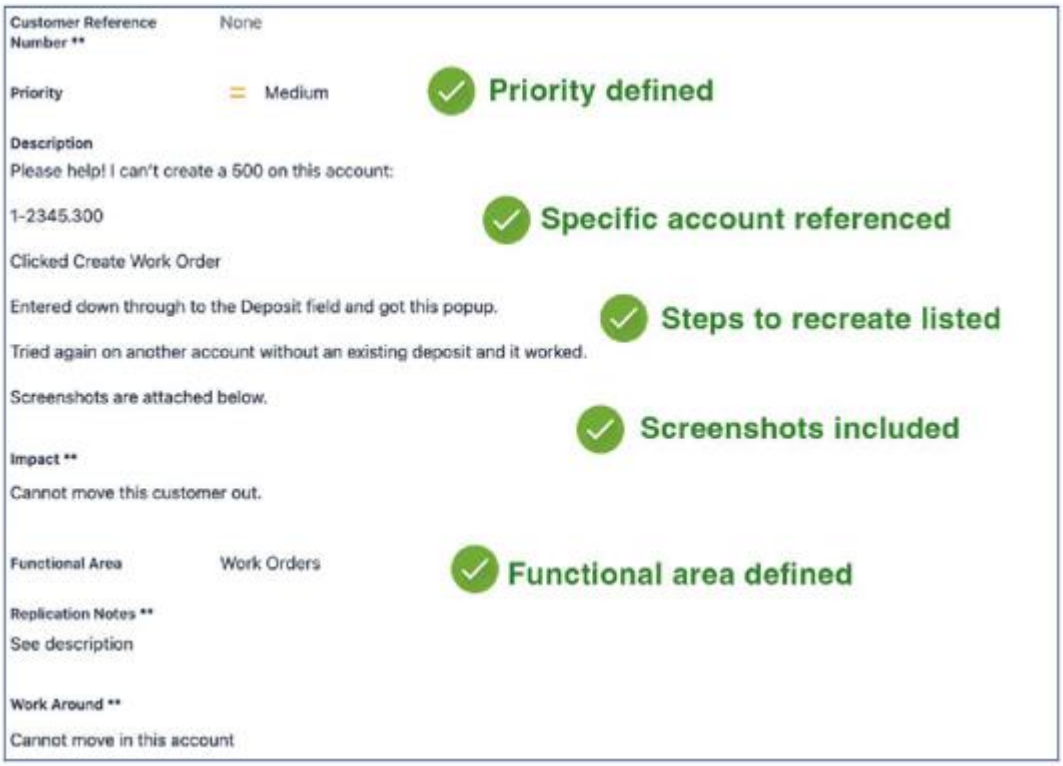
Submission of Issues

ISSUE TYPE	DESCRIPTION	INITIAL REVIEW TARGET
LOW PRIORITY	**The issue is cosmetic or requested functionality that will be considered for future versions/releases (Ex. Columns displayed on a particular screen)**	**24 HRS**
MEDIUM PRIORITY	**The issue has workaround that can be used until the issue is resolved** • A particular work order cannot be updated • Document Designer template changes • Work Queues	**8 HRS**
HIGH PRIORITY	**A business-critical issue but not preventing all users from getting their work done.** • Discrepancy in the collection run sheet • Processing credit refunds • Handheld Upload/Download • Deposits • System errors that have workarounds • Calculate errors impacting a small # of records	**2 HRS**
SHOW STOPPER	**A reported issue is considered a Showstopper when the utility cannot continue with their daily processes until the issue is resolved. Examples may include-** • Daily Process has been halted by a critical error	**15 MINS**

	• Application and/or Database Server is down • Web Portal is down • enQuesta Reporting Center (ERC) is down • Out of Balance Messages preventing an update to continue • Job Scheduler Failures • Bill Print is incorrect	

What to Include in Your Ticket Submissions

To best support you, please include the following when you submit a ticket:



The Customer Support Team has a list of "Must Gathers" that they require from you to ensure there is enough information to diagnose your issue.

Screenshots:

- Include full page including the URL
- Error message
- Account info

Important Details:

- Scope of impact
- Is this impacting one, more than one, or all users?
- How many accounts are involved?
- Is there a workaround?

Process:

- What was the user doing when this happened?
- Menu name or fast path
- Criteria entered on screen (a screenshot is awesome here too!)

If something is PC related, we may also ask you the following questions:

- Edge version
  - Is the user using the desktop icon?
  - When is the last time the impacted user restarted enQuesta?
  - When is the last time the impacted user rebooted their PC?
  - Is the PC provisioned by Group Policies or the Edge script?
- Windows version
  - Does it work on another PC?

Included in Your Annual Maintenance & Support

The following services are included in the 2026-2027 Annual Maintenance & Support Contract:

- Guaranteed support for the current versions of our applications.
- 24x7 Access to the Customer Support Portal for logging issues.
- 24x7 Emergency support coverage.
- My eSpace for Utilities, accessible on the Customer Support Portal, includes release notes, functional and custom documentation.
- Webinars on new features, "how-to's," and new integration options.
- Direct access to our knowledgeable support staff.
- Technical troubleshooting and issue resolution.
- Database patching, as applicable.
- Monthly O/S patching for hosted environments.
- One-stop support for contracted third parties.
- Access to training opportunities designed to help your team succeed.

- Internal System Monitoring.
- An invitation to our annual HCTC conference, taking place in Denver, CO in December 2026.
- Automated train refreshes.
- Regular releases for v6 and above.
- Quarterly customer newsletters.
- Periodic user & product advisory groups.

Modifications and Enhancements

Occasionally, your business needs will require a quote for services and development. Requests for modifications and enhancements should be addressed with your Customer Success Manager. Examples of billable quotes include, but are not limited to:

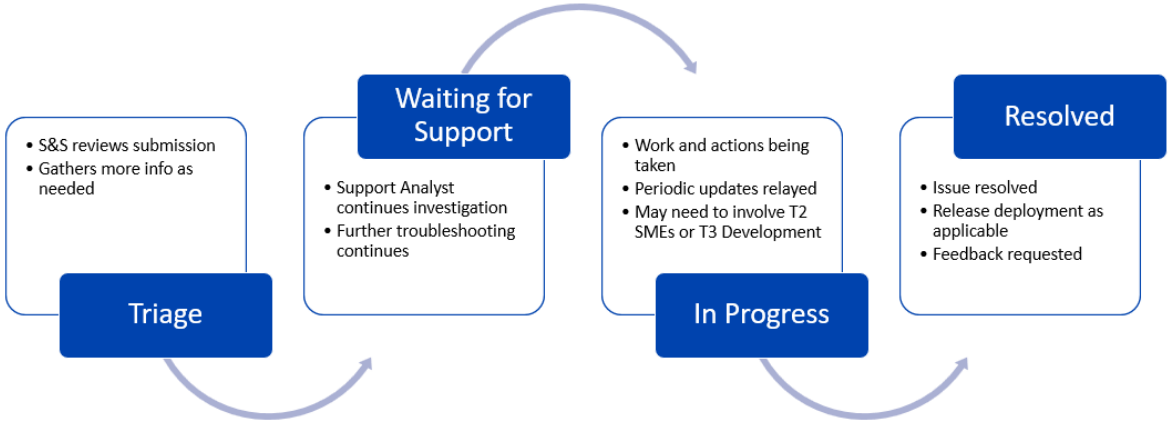
- Reporting Requests
- Requests for new table/view/model changes for custom needs
- Security – additions and changes
- Basic administration functions such as scheduling via Cognos, or email distribution set-up.
- Deployments of new or additional Cognos functionality such as reports, dashboards, auditing, DR, managed alerts, detailed documentation, performance monitoring, SQL optimization
- Training or archive content stores/environment
- Bill Print changes
- Business process changes or reviews
- New configurations/criteria set-up

- Doc Designer – new letters
- Rate changes
- Training (remote or onsite options)
- Upgrades and support of third-party software/interfaces
- Recovering data resulting from customer error
- Complex data hits
- Third party integrations – net new and changes to live integrations

The 2026 hourly rate for this work will remain the same at $285/Hour. This rate is deemed effective January 1st, 2026, through to and including December 31st, 2026, unless otherwise indicated and is subject to change.

Understanding Ticket Flow

Ticket resolution will follow this general pattern. If a ticket does need development work, you will see the additional status of "With Development". If a ticket requires assistance from our 3rd party partners, the status will display "With 3rd Party":



Deployment of Releases

Customers must provide a secure VPN connection to S&S. Customers should plan to receive updated releases not less than once a quarter, dependent on client testing, requirements, etc. Your Customer Success Manager will discuss the scope and content of releases during your regular calls and together create a schedule for deployment to Train for your testing. It is essential that you stay current on releases to ensure that you receive timely fixes. Hotfixes will only be performed in

emergency situations. Once you have thoroughly tested and approved the release to Production, our developers will deploy it at the agreed date and time

Quality Assurance

All code changes made by S&S developers are run through our automated testing after being individually tested by internal QA resources. Once this QA process is complete, releases are made available to our customers. The internal testing is documented and traceable in our Jira system.

2026 S&S Holiday Calendar

S&S offices will be closed during the dates listed below.

Date	Holiday
January 1st 2026	New Year's Day
May 25th 2026	Memorial Day
July 3rd 2026	Independence Day
September 7th 2026	Labor Day
November 11th 2026	Veterans' Day
November 26th and 27th	Thanksgiving
December 25th	Christmas

*After-Hours pager support for showstoppers will be available, if required.

Hardware Requirements

Workstation	Minimum Requirements	Recommended System
Operating System	Windows 10	Windows 11
Processor	2 Cores, 2.5GHz	4 Cores, 3.0 GHz
RAM	4GB	8GB
Screen Resolution	FHD 1080p	QHD 1440p
Disk Space	100MB (free)	100MB (free)
LAN Speed	100 Mbps	100 Mbps

Browser*	MS Edge	MS Edge
PDF Viewer	Acrobat Reader	Acrobat Reader

(*) Microsoft Edge with IE mode enabled and enQuesta settings configured, including the Enterprise Mode Site List. Scripts and/or group policy rules will be provided by S&S for properly configuring these settings on client machines.

Customers must provide a secure VPN connection to S&S.

Managed Services (hosted customers)

- General infrastructure maintenance of enQuesta solutions is included with your managed services. This includes systems availability monitoring, systems availability troubleshooting and resolution, resource capacity management, data backups, Internet and networking service at the hosting facility, storage redundancy, disaster recovery, OS maintenance, and database maintenance. For detailed information about included services please refer to your Hosted Services Agreement. S&S offers enhanced services for data backup, disaster recovery/support and auditing support.
- S&S will from time to time modify the configuration of the managed services infrastructure to meet our SLA and compliance requirements for managed services. This includes modification of the underlying computer and network resources to meet cybersecurity requirements, performance objectives and capacity demands. This may include resource increases in the event of overutilization of resources or the decrease in resources in the event of underutilization of resources.

- S&S will occasionally introduce additional management tools to the managed services infrastructure to maintain manageability, monitoring, and security of the infrastructure to meet our SLA and compliance obligations. This may include additional monitoring agents or scripts, additional security tools, and automated processes.
- We will make every effort to schedule planned changes to the environment with the customer during non-business hours. However, in emergency situations S&S may have to proceed without prior notification to the customer. An example of this might be an active security breach or system down event.
- Systems security patching events will occur on a scheduled basis in the following maintenance windows. Systems will not be available during the maintenance windows. Customers may choose one of two production systems maintenance times to accommodate production workloads.

  Non-production systems:

  Date: First Tuesday of each month

  Time: 5:00AM ET – 7:00AM ET

  Production systems:

  Date: Second Tuesday of each month

  Time: 3:00AM ET – 5:00AM ET

  -Or-

  Time: 9:00PM ET – 11:00PM ET

Notifications will be sent no later than 3 business days prior to the patching event and a follow up notice will be sent when patching is completed.

Below is an example of a notification:

TechOps Notification – OS security patching (Prod)

What is changing and why?

This is a reminder of a standard scheduled patching event for the production enQuesta environment servers. The reason for this change is to keep the enQuesta and other associated servers up-to-date with the most recent security patches to mitigate risk of vulnerabilities.

When will it happen?

Start date/time: Tuesday 11/12, 9PM ET

End date/time: Tuesday 11/12, 11PM ET

Expected duration: 120 minutes

Who/What is impacted?

If you have any of the following services, the Production environments will be offline during this maintenance window:

- enQuesta Application
- enQuesta Analytics
- enQuestaLink
- Capricorn
- GCC Portal
- EAP Portal

What action do I need to take?

Please make sure that you have no pending work to be completed during this time.

If you need to cancel this maintenance due to an emergency, please create a Showstopper Jira so we see it as soon as possible or call the support line.

Who do we contact?

Please create a Jira ticket or call the support line: 800-655-8810

Security and Disaster Recovery

Disaster Recovery

When the client has purchased Extended DR service, the service will be used to sync a live copy of the production database server from the client's primary data center region to a geographically dispersed secondary datacenter region.

All storage volumes from each server are backed up from the client's primary data center region to a geographically dispersed secondary datacenter region for offsite storage. In the event of disaster in the primary data center, your production environments can be recreated alongside the synced copy of the database server in the secondary region when Extended DR services have been purchased. Otherwise, they will be rebuilt with the most recent production database backup.

Availability Domains are used within Oracle data centers as well to provide higher levels of fault tolerance and redundance even within regions; more here:

(https://docs.oracle.com/en-us/iaas/Content/General/Concepts/regions.htmhttps://docs.oracle.com/en-us/iaas/Content/General/Concepts/regions.htm).

Privacy Policy

S&S is committed to protecting your privacy and ensuring transparency in how we handle your personal information. As part of this commitment, we have updated our privacy policy to provide you with more detailed information about our PII data practices and your rights. Please review the updated privacy policy: Systems & Software Privacy Policy - Systems & Software. These changes reflect our ongoing efforts to enhance your experience and safeguard your data.

We appreciate your continued partnership and look forward to supporting your team's success in 2026 and beyond.

Building smarter utility solutions for tomorrow – together.

Invoice No.	**SSIMN0000278A**
Date	**11/13/2025**
Due Date	**01/01/2026**
Customer No.	**RED100**
Page	**1 of 1**

SYSTEMS & SOFTWARE

Bill To

City of Redlands
Cindy Tryon
35 Cajon Street Suite 15A
Redlands, CA 92373
United States

Ship To

City of Redlands
35 Cajon Street Suite 15A
Redlands, CA 92373
United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
		Receipt	USD

Item Number	Description	Quantity	Unit Price	Amount
ENQUESTA	enQuesta Support: 1/1/2026 to 12/31/2026	1.00	187,421.63	187,421.63
TPM	Third Party Maintenance: 1/1/2026 to 12/31/2026	1.00	22,462.29	22,462.29
LEAS & HOST	Extended Backups (90 Days): 1/1/2026 to 12/31/2026	1.00	8,631.48	8,631.48
LEAS & HOST	Hosting: 1/1/2026 to 12/31/2026	1.00	65,000.00	65,000.00
TPM	v6 Third Party Maintenance: 1/1/2026 to 12/31/2026	1.00	7,691.53	7,691.53

Please remit to: Systems and Software Inc.
62130 Collections Center Drive
Chicago, IL 60693-0621

Subtotal	291,206.93
Misc	0.00
Taxes	0.00
Total	291,206.93

Tax Exempt? Please send your exemption certificate to the email below.

Invoice Questions? Please call Danieh Massalkhi at +1 778 600-1319 or at our toll-free number +1 (888) 847-7747 extension 500197. You can also reach us by email at DMassalkhi@harriscomputer.com

Thank you for your business!

City Council Meeting **J. 3.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with Matich Corporation for the Pavement Management Program (PMP) 2025 Street Resurfacing Project for an amount not-to-exceed $5,566,094, approval of an additional appropriation in the amount of $1,566,094, and determination that the Project is categorically exempt from environmental review pursuant to Section 15301 of the State's Guidelines for Implementing the California Environmental Quality Act (Interim Municipal Utilities and Engineering Director Casey)

MOTION(S):

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

1. I move that the City Council determine approval of the contract and construction of the PMP 2025 Street Resurfacing Project as categorically exempt from environmental review in accordance with Section 15301 of the State’s guidelines implementing the California Environmental Quality Act;

2. I move that the City Council approve the PMP 2025 Street Resurfacing Project Plans and Specifications, and award a Public Works Construction Contract to Matich Corporation for an amount not-to-exceed $5,566,094; and

3. I move that the City Council approve an additional appropriation in the amount of $1,566,094.

RECOMMENDATION:

Staff recommends that City Council determine approval of a Public Works Construction Contract and construction of the PMP 2025 Street Resurfacing Project as categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the PMP 2025 Street Resurfacing Project Plans and Specifications, award a Public Works Construction Contract to Matich Corporation for an amount not-to-exceed $5,566,094, and approve an additional appropriation of $1,566,094 from the unassigned PARIS Fund balance.

DISCUSSION:

The City's 2020 Pavement Management Program (PMP 2020) identifies the scheduled maintenance and reconstruction of City streets at the appropriate time intervals in order to extend their overall life expectancy in the most efficient and economical manner. In addition, the PMP 2020 establishes a comprehensive process to prioritize the rehabilitation of the City's street system and is a powerful tool to determine how best to utilize the City's available financial resources. The PMP 2020 includes a project forecasting strategy that follows the PMP maintenance and rehabilitation project budgets and addresses the specific needs of each street. Since completion of the PARIS program, the City has completed paving of approximately one hundred forty (140) lane miles of streets.

Staff utilized the PMP 2020 to prepare plans and specifications for the PMP 2025 Street Resurfacing Project (Project), which includes resurfacing approximately forty (40) lane miles of streets, selective replacement of curb, gutter and striping replacement. All known utility agencies operating within the City have been contacted to coordinate construction activities within the Project's limits.

Staff prepared plans and specifications and advertised the Project for bidding. On October 28, 2025, the City Clerk's Office received and opened the following seven (7) bids for the Project:

BID OPENING REPORT SUMMARY	
Bidders	**Bid Amount**
Matich Corporation, San Bernardino, CA	$5,566,094.00
Vance Corporation, Beaumont, CA	$6,659,065.22
All American Asphalt, Corona, CA	$6,875,372.20
Onyx Paving Company Inc., Yorba Linda, CA	$6,963,000.00
R.J. Noble Company, Orange, CA	$7,164,142.76
Hardy & Harper, Inc., Lake Forest, CA	$7,200,000.00
Romero General Construction Corp., Escondido, CA	$7,588,888.00

Each bid was reviewed by staff to determine responsiveness to bid requirements, and Matich Corporation was determined to be the lowest responsive bidder. Staff recommends awarding a Public Works Contract to Matich Corporation for an amount not-to-exceed $5,566,094. The Project will be completed within one hundred (100) working days after the date of issuance of a Notice to Proceed to the Contractor.

This project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act, as the Project involves rehabilitation and maintenance of existing streets and there is no expansion to the existing use.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Priority D:
Objective 3. Infrastructure - Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Noriega, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 25/26
Appropriation Required Y/N:	Yes
Amount:	$1,566,094
Budgeted Y/N:	Yes
Account No.:	211910

Discussion:

The total cost for the Project is $5,566,094. The Fiscal Year 25/26 MUED budget includes an allocation of $4,000,000 toward this Project. To fully fund the required amount, staff recommends City Council authorize an additional appropriation of $1,566,094 from the unassigned balance of the PARIS Fund (Fund 211) to cover the remaining project costs.

Attachments

A. Matich Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Additional Appropriation Form
PMP 2025 Plans
PMP 2025 Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 16th day of December, 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 Matich 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: PMP 2025 Street Resurfacing Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for the City's PMP 2025 Street Resurfacing Project, Project No. 211013 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Five Million Five Hundred Sixty-Six Thousand Ninety-Four dollars ($5,566,094) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred (100) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of one thousand dollars ($1,000) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that one thousand dollars ($1,000) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy-five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Matich Corporation_____
Name of Contractor

By:_____
Signature of Authorized Agent

Jason G. Jones, Vice President_____
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
PMP 2025 Street Resurfacing Project
Project No. 211013

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.

Matich Corporation_____
(Contractor)

_____
(Signature)
Jason G. Jones, Vice President_____
(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 Matich Corporation (hereinafter designated as "Principal") have entered into an agreement dated December 16th, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as PMP 2025 Street Resurfacing Project, Project No. 211013 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 Million Five Hundred Sixty-Six Thousand Ninety-Four dollars ($5,566,094) 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 Matich Corporation (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 December 16th, 2025, and identified as PMP 2025 Street Resurfacing Project, Project No. 211013 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 Million Five Hundred Sixty-Six Thousand Ninety-Four dollars ($5,566,094) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bid was opened on the **28th day of October 2025 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **PMP 2025 Street Resurfacing Project. Project No. 211013.** 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	Addenda Issued (1)	Total Bid Amount
1	Matich Corporation, San Bernardino, CA	Yes	Yes	Yes	$5,566,094.00
2	Vance Corporation, Beaumont, CA	Yes	Yes	Yes	$6,659,065.22
3	All American Asphalt, Corona, CA	Yes	Yes	Yes	$6,875,372.20
4	Onyx Paving Company, Inc., Yorba Linda, CA	Yes	Yes	Yes	$6,963,000.00
5	R.J. Noble Company, Orange, CA	Yes	Yes	Yes	$7,164.142.76
6	Hardy & Harper, Inc., Lake Forest, CA	Yes	Yes	Yes	$7,200,000.00
7	Romero General Construction Corp., Escondido, CA	Yes	Yes	Yes	$7,588.888.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Veronica Medina, Goutam Dobey

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211013 — BID DATE: 28-Oct-2025
PMP 2025 Street Resurfacing Project — EST. START DATE: 12-Jan-2025

Item No.	Bid Item	Quantity	Unit	Matich Corporation		Vance Corporation		All American Asphalt	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$278,000.00	$278,000.00	$288,178.00	$288,178.00	$320,000.00	$320,000.00
2	SWPPP	1	LS	$30,000.00	$30,000.00	$35,000.00	$35,000.00	$12,000.00	$12,000.00
3	Survey	1	LS	$150,000.00	$150,000.00	$182,000.00	$182,000.00	$165,000.00	$165,000.00
4	0.1' AC Grind and 0.1' AC Overlay	340,607	SY	$8.10	$2,758,916.70	$10.16	$3,460,567.12	$10.60	$3,610,434.20
5	1-1/2" AC Grind and 1-1/2" AC Overlay	95,164	SY	$8.70	$827,926.80	$12.50	$1,189,550.00	$12.05	$1,146,726.20
6	Leveling	2,000	TON	$105.00	$210,000.00	$158.00	$316,000.00	$145.00	$290,000.00
7	R/R PCC Curb and Gutter	626	LF	$77.00	$48,202.00	$100.00	$62,600.00	$115.00	$71,990.00
8	R/R PCC Gutter Pan	941	LF	$70.00	$65,870.00	$95.00	$89,395.00	$110.00	$103,510.00
9	Construct Cross Gutter w/ Spandrel	1,002	LF	$35.00	$35,070.00	$30.00	$30,060.00	$55.00	$55,110.00
10	Adjust Manhole w/ Concrete Collar	354	EA	$1,000.00	$354,000.00	$675.00	$238,950.00	$1,030.00	$364,620.00
11	Adjust Valve Can & Cover (circular lid)	511	EA	$97.00	$49,567.00	$50.00	$25,550.00	$85.00	$43,435.00
12	Replace Valve Can, Gate Well & Cover (triangular lid)	4	EA	$147.00	$588.00	$1,500.00	$6,000.00	$820.00	$3,280.00
13	Install Blue/yellow RPM	151	EA	$7.90	$1,192.90	$9.00	$1,359.00	$8.00	$1,208.00
14	Replace Traffic Loops	116	EA	$530.00	$61,480.00	$600.00	$69,600.00	$535.00	$62,060.00
15	STOP & Misc. Legend (Thermo)	546	EA	$185.00	$101,010.00	$205.00	$111,930.00	$190.00	$103,740.00
16	24" Solid White/Yellow Stripe (Thermo)	985	LF	$6.20	$6,107.00	$7.00	$6,895.00	$6.50	$6,402.50
17	12" Solid White/Yellow Stripe (Thermo)	10,450	LF	$3.10	$32,395.00	$3.50	$36,575.00	$3.15	$32,917.50
18	8" Solid White Stripe (Thermo)	3,487	LF	$1.07	$3,731.09	$1.20	$4,184.40	$1.10	$3,835.70
19	6" Double Yellow Stripe (Thermo)	40,200	LF	$1.27	$51,054.00	$1.40	$56,280.00	$1.30	$52,260.00
20	6" Solid White Stripe (Thermo)	47,812	LF	$0.67	$32,034.04	$0.75	$35,859.00	$0.70	$33,468.40
21	6" Skip White/Yellow Stripe (Thermo)	17,326	LF	$0.67	$11,608.42	$0.75	$12,994.50	$0.70	$12,128.20
22	4" Solid White/Yellow Stripe (Thermo)	43,344	LF	$0.47	$20,371.68	$0.55	$23,839.20	$0.50	$21,672.00
23	4" Skip White/Yellow Stripe (Thermo)	5,200	LF	$0.47	$2,444.00	$0.55	$2,860.00	$0.50	$2,600.00
24	Two-way Left Turn D-32	6,140	LF	$2.47	$15,165.80	$2.75	$16,885.00	$2.50	$15,350.00
25	Green Bike Lane	22,659	SF	$5.40	$122,358.60	$6.00	$135,954.00	$5.50	$124,624.50
26	Unforeseen work not covered in all other bid item	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
27	Demobilization	1	LS	$97,000.97	$97,000.97	$20,000.00	$20,000.00	$17,000.00	$17,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$5,566,094.00**		**$6,659,065.22**		**$6,875,372.20**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Liberty Mutual Insurance	Old Republic Surety Company	Fidelity and Deposit Co. of Maryland
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211013 — BID DATE: 28-Oct-2025
PMP 2025 Street Resurfacing Project — EST. START DATE: 12-Jan-2025

Item No.	Bid Item	Quantity	Unit	Onyx Paving Company Inc.		R.J. Noble Company		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	$342,757.24	$342,757.24	$340,000.00	$340,000.00	$350,000.00	$350,000.00
2	SWPPP	1	LS	$100,000.00	$100,000.00	$50,000.00	$50,000.00	$108,099.15	$108,099.15
3	Survey	1	LS	$233,000.00	$233,000.00	$170,000.00	$170,000.00	$150,000.00	$150,000.00
4	0.1' AC Grind and 0.1' AC Overlay	340,607	SY	$9.63	$3,280,045.41	$11.00	$3,746,677.00	$10.35	$3,525,282.45
5	1-1/2" AC Grind and 1-1/2" AC Overlay	95,164	SY	$11.50	$1,094,386.00	$13.00	$1,237,132.00	$12.70	$1,208,582.80
6	Leveling	2,000	TON	$133.00	$266,000.00	$150.00	$300,000.00	$130.00	$260,000.00
7	R/R PCC Curb and Gutter	626	LF	$80.00	$50,080.00	$110.00	$68,860.00	$115.00	$71,990.00
8	R/R PCC Gutter Pan	941	LF	$73.00	$68,693.00	$80.00	$75,280.00	$85.00	$79,985.00
9	Construct Cross Gutter w/ Spandrel	1,002	LF	$37.00	$37,074.00	$60.00	$60,120.00	$35.00	$35,070.00
10	Adjust Manhole w/ Concrete Collar	354	EA	$1,050.00	$371,700.00	$950.00	$336,300.00	$1,250.00	$442,500.00
11	Adjust Valve Can & Cover (circular lid)	511	EA	$700.00	$357,700.00	$150.00	$76,650.00	$350.00	$178,850.00
12	Replace Valve Can, Gate Well & Cover (triangular lid)	4	EA	$1,025.00	$4,100.00	$300.00	$1,200.00	$3,000.00	$12,000.00
13	Install Blue/yellow RPM	151	EA	$8.25	$1,245.75	$8.00	$1,208.00	$10.00	$1,510.00
14	Replace Traffic Loops	116	EA	$545.00	$63,220.00	$550.00	$63,800.00	$550.00	$63,800.00
15	STOP & Misc. Legend (Thermo)	546	EA	$193.00	$105,378.00	$190.00	$103,740.00	$190.00	$103,740.00
16	24" Solid White/Yellow Stripe (Thermo)	985	LF	$6.40	$6,304.00	$6.50	$6,402.50	$6.25	$6,156.25
17	12" Solid White/Yellow Stripe (Thermo)	10,450	LF	$3.23	$33,753.50	$3.20	$33,440.00	$3.25	$33,962.50
18	8" Solid White Stripe (Thermo)	3,487	LF	$1.15	$4,010.05	$1.10	$3,835.70	$1.25	$4,358.75
19	6" Double Yellow Stripe (Thermo)	40,200	LF	$1.35	$54,270.00	$1.30	$52,260.00	$1.35	$54,270.00
20	6" Solid White Stripe (Thermo)	47,812	LF	$0.70	$33,468.40	$0.70	$33,468.40	$0.70	$33,468.40
21	6" Skip White/Yellow Stripe (Thermo)	17,326	LF	$0.70	$12,128.20	$0.70	$12,128.20	$0.70	$12,128.20
22	4" Solid White/Yellow Stripe (Thermo)	43,344	LF	$0.50	$21,672.00	$0.49	$21,238.56	$0.50	$21,672.00
23	4" Skip White/Yellow Stripe (Thermo)	5,200	LF	$0.50	$2,600.00	$0.49	$2,548.00	$0.50	$2,600.00
24	Two-way Left Turn D-32	6,140	LF	$2.55	$15,657.00	$2.60	$15,964.00	$2.50	$15,350.00
25	Green Bike Lane	22,659	SF	$5.55	$125,757.45	$5.60	$126,890.40	$5.50	$124,624.50
26	Unforeseen work not covered in all other bid item	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
27	Demobilization	1	LS	$78,000.00	$78,000.00	$25,000.00	$25,000.00	$100,000.00	$100,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$6,963,000.00**		**$7,164,142.76**		**$7,200,000.00**

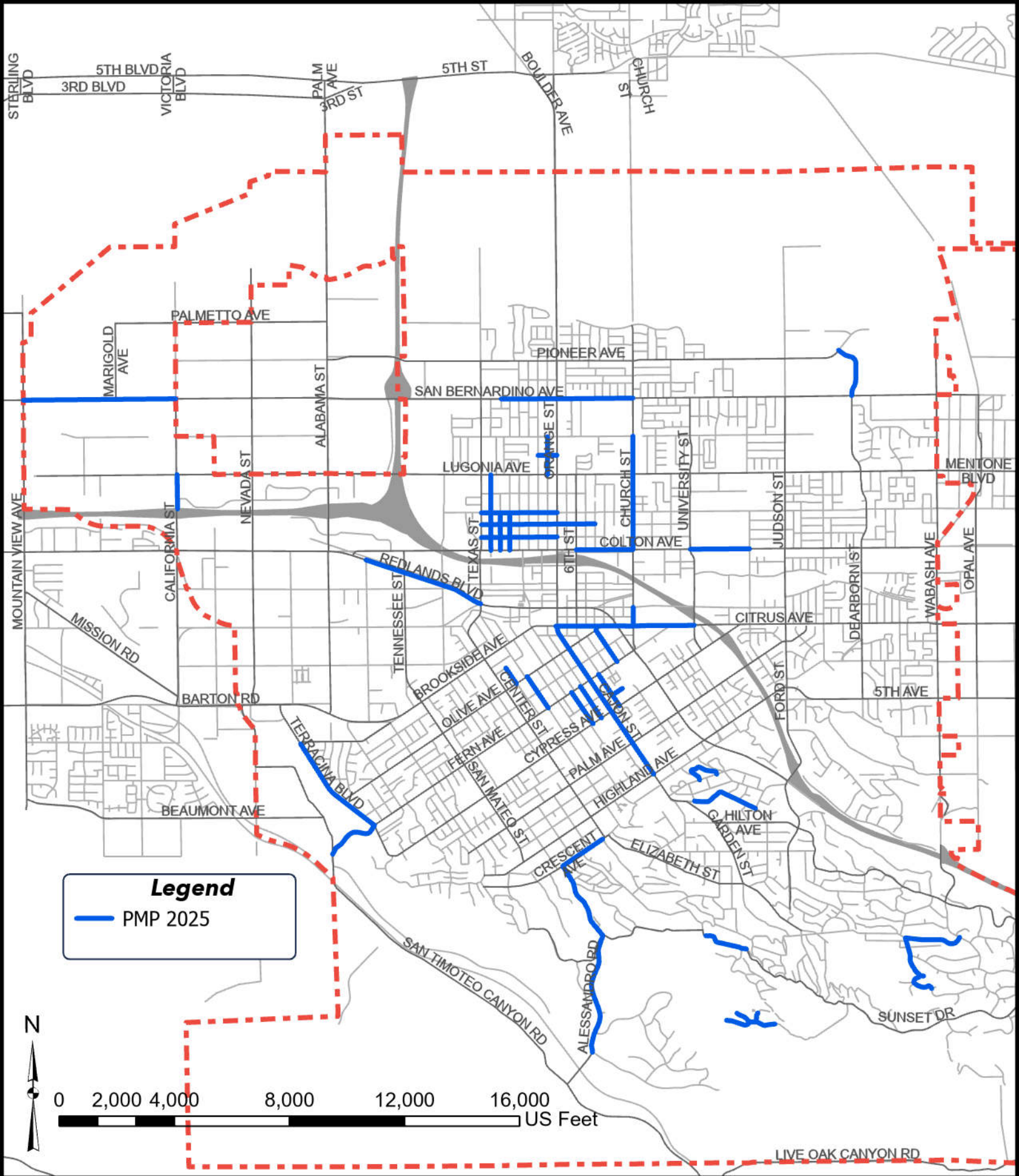
License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Swiss Re Corporate Solutions America Insurance Corporation	Western Surety Company	Fidelity and Deposit Co. of Maryland
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211013 — BID DATE: 28-Oct-2025
PMP 2025 Street Resurfacing Project — EST. START DATE: 12-Jan-2025

Item No.	Bid Item	Quantity	Unit	Romero General Construction Corp.					
				Unit Price	Item Price				
1	Mobilization (Maximum 5% of total bid price)	1	LS	$375,000.00	$375,000.00				
2	SWPPP	1	LS	$10,000.00	$10,000.00				
3	Survey	1	LS	$95,260.00	$95,260.00				
4	0.1' AC Grind and 0.1' AC Overlay	340,607	SY	$11.50	$3,916,980.50				
5	1-1/2" AC Grind and 1-1/2" AC Overlay	95,164	SY	$14.25	$1,356,087.00				
6	Leveling	2,000	TON	$145.00	$290,000.00				
7	R/R PCC Curb and Gutter	626	LF	$90.00	$56,340.00				
8	R/R PCC Gutter Pan	941	LF	$85.00	$79,985.00				
9	Construct Cross Gutter w/ Spandrel	1,002	LF	$27.00	$27,054.00				
10	Adjust Manhole w/ Concrete Collar	354	EA	$995.00	$352,230.00				
11	Adjust Valve Can & Cover (circular lid)	511	EA	$675.00	$344,925.00				
12	Replace Valve Can, Gate Well & Cover (triangular lid)	4	EA	$975.00	$3,900.00				
13	Install Blue/yellow RPM	151	EA	$7.92	$1,195.92				
14	Replace Traffic Loops	116	EA	$625.00	$72,500.00				
15	STOP & Misc. Legend (Thermo)	546	EA	$185.00	$101,010.00				
16	24" Solid White/Yellow Stripe (Thermo)	985	LF	$6.15	$6,057.75				
17	12" Solid White/Yellow Stripe (Thermo)	10,450	LF	$3.07	$32,081.50				
18	8" Solid White Stripe (Thermo)	3,487	LF	$1.07	$3,731.09				
19	6" Double Yellow Stripe (Thermo)	40,200	LF	$1.27	$51,054.00				
20	6" Solid White Stripe (Thermo)	47,812	LF	$0.67	$32,034.04				
21	6" Skip White/Yellow Stripe (Thermo)	17,326	LF	$0.67	$11,608.42				
22	4" Solid White/Yellow Stripe (Thermo)	43,344	LF	$0.47	$20,371.68				
23	4" Skip White/Yellow Stripe (Thermo)	5,200	LF	$0.47	$2,444.00				
24	Two-way Left Turn D-32	6,140	LF	$2.47	$15,165.80				
25	Green Bike Lane	22,659	SF	$5.35	$121,225.65				
26	Unforeseen work not covered in all other bid item	1	LS	$200,000.00	$200,000.00				
27	Demobilization	1	LS	$10,646.65	$10,646.65				
	Last Minute Additions/Deductions				$0.00				
	Total Bid Price				**$7,588,888.00**				

License Status	Active		
Sub's License Status	Active		
Bid Bond Company	Great Midwest Insurance Company		
Submitted Entire Bid Package	Yes		
Submitted Sub's Qualification Statement	Yes		
DIR Status	Active		
Error in Bid	No		



City of Redlands

PMP 2025 Street Resurfacing Project

Proposed Locations

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 11/6/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Street Construction	211910	8403	211013	$ 1,566,094.00
			$	$ 1,566,094.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
			$	$ 0.00

JUSTIFICATION: Additional funding is required from the unassigned balance of the PARIS Fund (Fund 211) to cover the remaining project costs.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

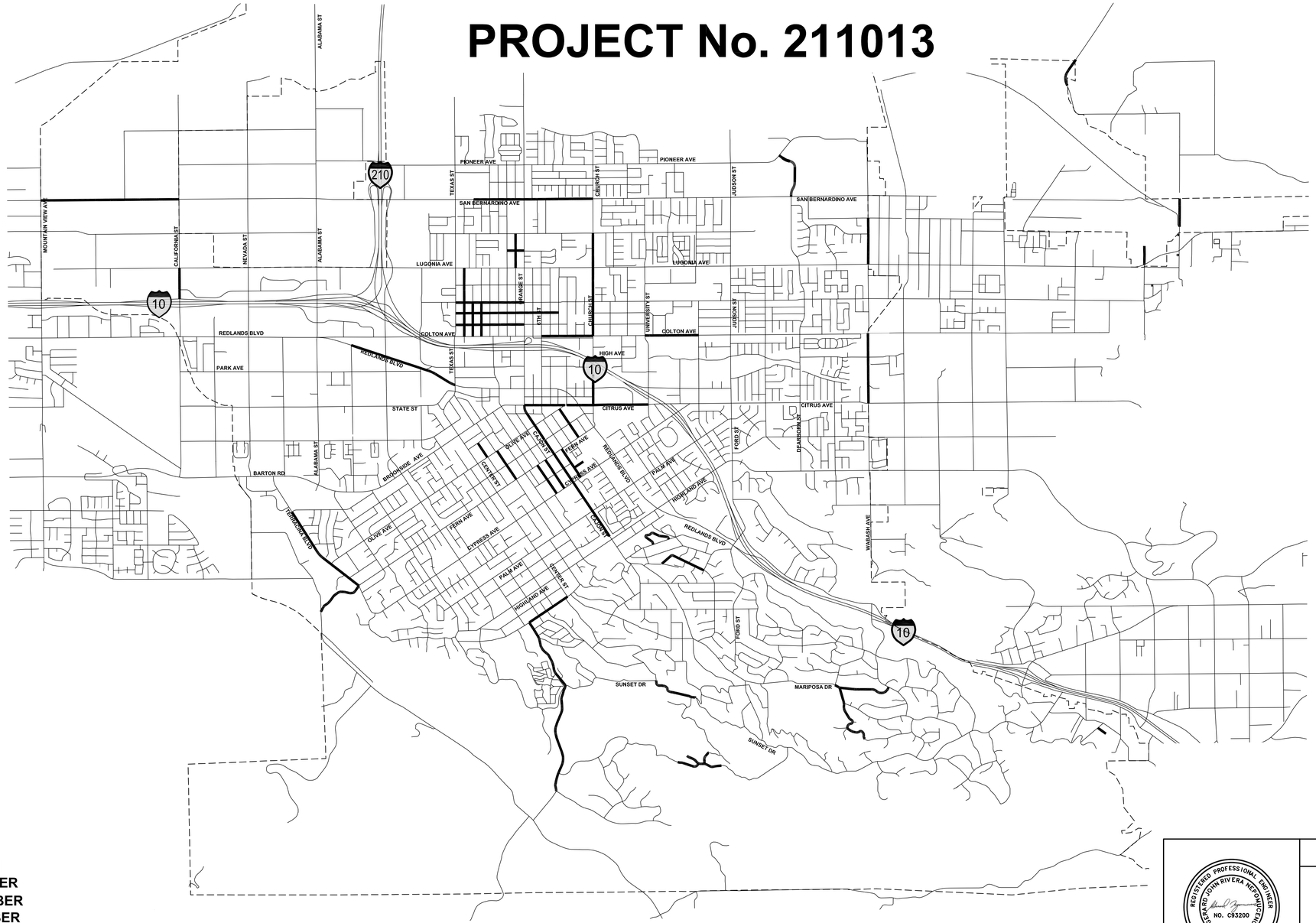
Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
PMP 2025 STREET RESURFACING PROJECT
PROJECT No. 211013



SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	INDEX MAP
3	NOTES AND DETAILS
4	QUANTITIES TABLES
5–12	STREET SEGMENTS LAYOUT
13	CITRUS AVENUE STRIPING

CITY COUNCIL:

MARIO SAUCEDO, MAYOR
MARC SHAW, MAYOR PRO TEM
PAUL BARICH, COUNCIL MEMBER
EDDIE TEJEDA, COUNCIL MEMBER
DENISE DAVIS, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

NORTH

VICINITY MAP
NTS

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
TITLE SHEET

Designed by: VN
Date: 9/2025
Checked by: GN
Date: 9/2025
Drawn by: VN
Date: 9/2025
Checked by: GKD
Date: 9/2025

Reviewed By: 9/30/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2468-ST-01/13

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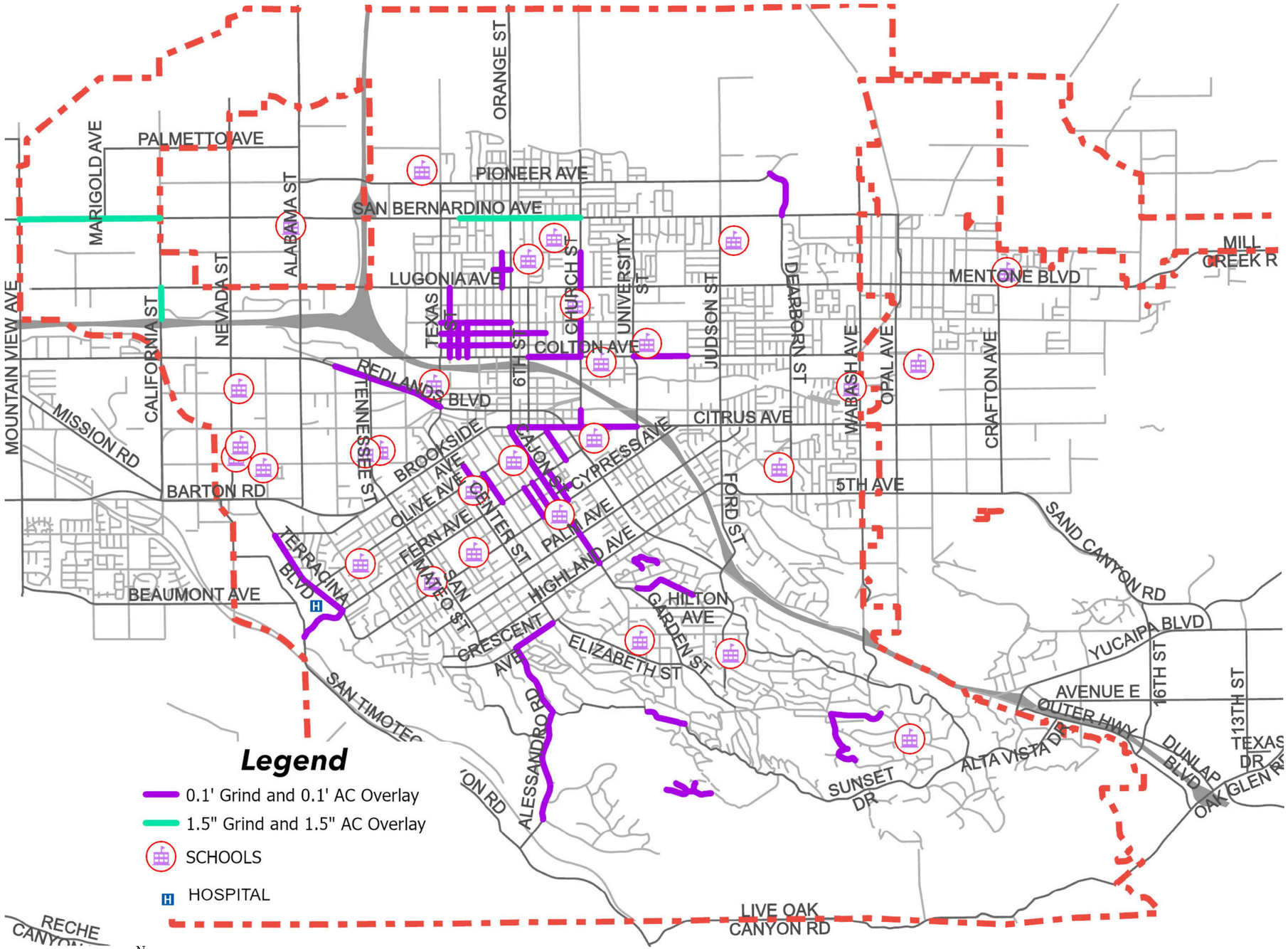

PROJECT INDEX MAP

NTS

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT

PROJECT NO. 211013
INDEX MAP

Letter	Description	Date	Initial	Initial	Initial

Revisions

Designed by: VN
Date: 9/2025
Checked by: GN
Date: 9/2025
Drawn by: VN
Date: 9/2025
Checked by: GKD
Date: 9/2025

Reviewed By: 9/30/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 2 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2434-ST-02/13

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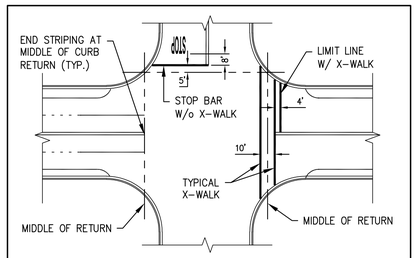
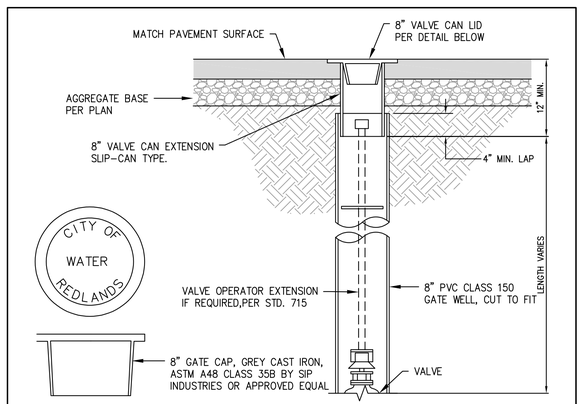


TYPICAL STRIPING AT INTERSECTION

NOT TO SCALE



WATER VALVE CAN DETAIL

SCALE: N.T.S.

NOTES

1. VALVE CANS SHALL NOT BE LOCATED IN A GUTTER OR CROSS GUTTER.
2. WHERE DEPTH TO VALVE OPERATOR IS GREATER THAN 6 FEET INSTALL AN OPERATOR EXTENSION.
3. ALL MAIN LINE VALVE LIDS SHALL BE PAINTED BLUE BY CONTRACTOR.
4. ALL FIRE HYDRANT VALVE LIDS SHALL BE PAINTED RED BY CONTRACTOR.

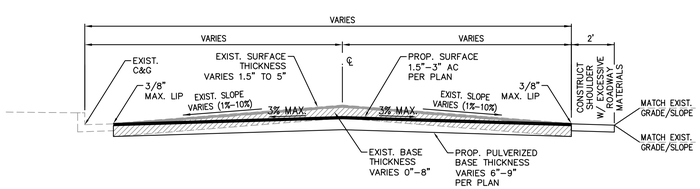
GENERAL NOTES (STREET)

1. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
2. ALL EXISTING SIGNING, STRIPING, AND PAVEMENT MARKINGS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
4. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
5. ALL CONSTRUCTION SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES. PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
6. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AS NECESSARY FOR PUBLIC SAFETY. ALL WORK WITHIN 6-FEET OF THE SHOULDER WILL REQUIRE CLOSURE OF THE SHOULDER. ALL WORK WITHIN 6-FEET OF THE TRAVELED WAY WILL REQUIRE CLOSURE OF THAT LANE.
7. ALL CONFLICTING SIGNS SHALL BE REMOVED OR RELOCATED BY THE CONTRACTOR. RELOCATABLE SIGNS SHALL BE INSTALLED AS SPECIFIED ON THE PLANS OR AS DETERMINED IN THE FIELD BY THE CITY ENGINEER.
8. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2021 EDITION, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION", 2021 EDITION, AND THE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE MUNICIPAL UTILITIES & ENGINEERING DIRECTOR OR APPOINTED REPRESENTATIVE.
9. IF ANY DAMAGE OCCURS AS A RESULT OF THIS PROJECT, THE CONTRACTOR IS RESPONSIBLE TO REPAIR AT HIS EXPENSES.
10. EXISTING STRIPING SHALL BE REMOVED AND REPLACED AS NECESSARY. NEW STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRIPING PLANS APPROVED BY THE MUNICIPAL UTILITIES & ENGINEERING DIRECTOR OR APPOINTED REPRESENTATIVE.
11. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT 1-800-227-2600, TWO WORKING DAYS BEFORE YOU DIG.
12. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE PROJECT.
13. USE BEST MANAGEMENT PRACTICES (BMP) TO PREVENT AND CONTAIN ANY ILLEGAL DISCHARGES IN ACCORDANCE WITH CHAPTER 13.54 OF THE MUNICIPAL CODE AND THE TERMS OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. THIS IS TO REMAIN IN EFFECT FOR THE ENTIRE DURATION OF PROJECT CONSTRUCTION TO ITS COMPLETION AND ACCEPTANCE BY CITY.
14. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL/DETOUR PLAN TO THE ENGINEER FOR APPROVAL. ALL APPROVED CONSTRUCTION SIGNAGE SHALL BE IN PLACE PRIOR TO THE START OF WORK.
15. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ACCURATE "RECORD" DRAWINGS TO THE CITY UPON COMPLETION OF CONSTRUCTION.
17. RESURFACING WORK WITHIN TEN FEET OF ANY RAILROAD X-ING, BRIDGE AND/OR SHALLOW (1-1/2" OR LESS COVER) UNDERGROUND STRUCTURES SHALL BE GRIND & OVERLAY OPERATION INSTEAD OF PULVERIZATION (IF SPECIFIED). THICKNESS OF AC LAYER SHALL BE AS SPECIFIED IN THE PLAN.
18. ALL DELINEATORS, SIGNS, TRAFFIC CONES SHALL BE IN NEW CONDITION.
19. ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
20. THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

GENERAL NOTES (STRIPING & MARKINGS)

1. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
2. ALL EXISTING SIGNING, STRIPING, AND PAVEMENT MARKINGS NOT SHOWN ON THE PLANS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
4. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
5. ALL CONSTRUCTION SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
6. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AND NECESSARY TO MAINTAIN PUBLIC SAFETY. ALL WORK WITHIN 6-FEET OF THE SHOULDER WILL REQUIRE CLOSURE OF THE SHOULDER. ALL WORK WITHIN 6-FEET OF THE TRAVELED WAY WILL REQUIRE CLOSURE OF THAT LANE.
7. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2021 EDITION, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION", 2021 EDITION, AND THE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE MUNICIPAL UTILITIES & ENGINEERING DIRECTOR OR APPOINTED REPRESENTATIVE.

LEGENDS/ MARKINGS	MUTCD STANDARD	QUANTITIES
STOP	FIGURE 3B-23 (CA)	110 EA
AHEAD	FIGURE 3B-23 (CA)	18 EA
SLOW	FIGURE 3B-23 (CA)	6 EA
XING	FIGURE 3B-23 (CA)	6 EA
SIGNAL	FIGURE 3B-23 (CA)	6 EA
SCHOOL	FIGURE 3B-23 (CA)	10 EA
ONLY	FIGURE 3B-23 (CA)	4 EA
	FIGURE 8B-4 (CA)	4 EA
BIKE	FIGURE 3B-23 (CA)	29 EA
LANE	FIGURE 3B-23 (CA)	29 EA
KEEP	FIGURE 3B-23 (CA)	2 EA
CLEAR	FIGURE 3B-23 (CA)	2 EA
	FIGURE 3C-1 (CA)	14 EA
	FIGURE 9C-3 (CA)	48 EA
	FIGURE 9C-9(CA)	102 EA
	FIGURE 3B-24 (CA) TYPE IV (L)	86 EA
	FIGURE 3B-24 (CA) TYPE IV (R)	21 EA
	FIGURE 3B-24 (CA) TYPE VI (R)	2 EA
	FIGURE 3B-24 (CA) TYPE II (R)	3 EA
	FIGURE 3B-24 (CA) TYPE II (L)	1 EA
	FIGURE 9C-3 (CA)	20 EA
40	FIGURE 3B-23 (CA)	4 EA
35	FIGURE 3B-23 (CA)	2 EA
	FIGURE 3B-16 (CA)	6 EA
	TOTAL	535 EA



TYPICAL STREET SECTION

SCALE: 1" = 5'

NOTE:

1. EXISTING CROSS SLOPE VARIES FROM 1% TO 10%. AS A RESULT, EVERY FDR-25/FDR-200 STREET REQUIRES EXPORT IN ORDER TO ACHIEVE 3% MAX. CROSS SLOPE.
2. CROSS SLOPE SHALL BE 2% MINIMUM AND SHALL NOT EXCEED 3%.
3. CROWN ELEVATION MUST BE AT LEAST 1.5" BELOW TOP OF CURB ELEVATION.
4. WHERE OFFSET CURB IS PRESENT, THE CROWN ELEVATION MUST BE AT LEAST 1.5" BELOW TOP OF CURB ELEVATION OF THE HIGHER SIDE OF THE STREET.
5. WHERE OFFSET CURB IS PRESENT, CROSS SLOPE OF THE HIGHER SIDE SHALL BE 1% MINIMUM.
6. ANY DEVIATION FROM THE ABOVE REQUIREMENTS SHALL BE APPROVED BY THE CITY STAFF.
7. STREET WITH NO CURB & GUTTER OR NO AC BERM, CONSTRUCT 2-FT SHOULDER AREA WITH EXCESSIVE ROADWAY MATERIAL WHERE FEASIBLE AND MATCH EXISTING GRADE/SLOPE. 90% COMPACTION SHALL BE ACHIEVED WITHIN SHOULDER AREA.
8. CONTRACTOR SHALL IDENTIFY THESE AREA WHERE TO BUILD SHOULDER DURING CONSTRUCTION.

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
NOTES AND DETAILS

Designed by: VN
Date: 9/2025
Checked by: GN
Date: 9/2025
Drawn by: VN
Date: 9/2025
Checked by: GKD
Date: 9/2025

Reviewed By: 9/30/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 3 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2434-ST-03/13

K:\Capital Projects\211400 PARIS RESURFACING\PMP 2025 Street Resurfacing Project\6 DESIGN\Y-2468-ST PLANS.dwg

SHEET NO.	SEGMENT NO.	STREET NAME	STREET LIMIT FROM	STREET LIMIT TO	STREET LENGTH (LF)	0.1" AC GRIND & OVERLAY (SY)	1.5" AC GRIND & OVERLAY (SY)	R&R PCC CURB & GUTTER (LF)	R&R GUTTER PAN (LF)	X-GUTTER WITH SPANDREL (SF)	ADJUST SEWER & SD MH (EA)	WATER VALVE COVER (CIRCULAR) (EA)	WATER VALVE CAN/COVER (TRIANGULAR) (EA)	REPLACE BLUE RPM (EA)	REPLACE TRAFFIC LOOPS (EA)	STOP LEGEND (EA)	MISC. LEGEND (EA)	24" SOLID WHITE/ YELLOW (LF)	12" STOP BAR (LF)	12" SOLID WHITE/ YELLOW (LF)	8" SOLID WHITE/ YELLOW (LF)	6" SOLID WHITE/ YELLOW (LF)	6" DOUBLE YELLOW D-22 (LF)	6" SKIP WHITE/ YELLOW (LF)	4" SOLID WHITE/ YELLOW (LF)	4" SKIP WHITE/ YELLOW (LF)	TWO-WAY LEFT-TURN D-32 (LF)	GREEN BIKE LANE (SF)
5	001	NOT USED																										
5	002	NOT USED																										
5	003	SAN BERNARDINO AVE	MOUNTAIN VIEW AVE	CALIFORNIA ST	5229		58100	60	40		22	57		27		6	20			945	536		276				2270	
5	004	CALIFORNIA ST	I-10 FWY	LUGONIA AVE	1130		7031				4	11		2			12			670	300	1060	780	1000				
6	005	SAN BERNARDINO AVE	WOODBURY ST	CHURCH ST	4505		30033	110			25	34		5		1	41		40	753		5945	4138	1177	14103	1673		1300
6	006	DEARBORN ST	SAN BERNARDINO	SESSUMS DR	1880	9191					8	5				2			45				127					
6	007	WASHINGTON ST	LUGONIA AVE	PENNSYLVANIA AVE	1238	4402					4	6		1		2			35									
6	008	DELAWARE AVE	CLAY ST	ORANGE ST	617	2194			5		3	5				3			51									
6	009	CHURCH ST	PENNSYLVANIA AVE	COLTON AVE	5221	29151		70	10		15	18		11	14	6	26			828		14456	3553	1176			790	299
6	010	CHURCH ST	CITRUS AVE	CENTRAL AVE	655	2402			93		1	7		1	5	1	7			432			486					
7	011	BROCKTON AVE	TEXAS ST	ORANGE ST	2580	10320		10		90	15	8		1	4	2	1		24	170			2209					
7	012	CALHOUN ST	COLTON AVE	BROCKTON AVE	1251	4448		150				5		3		6			99									
7	013	COLUMBIA ST	COLTON AVE	BROCKTON AVE	1219	4334		10				4		3		6			108									
7	014	LAWTON ST	COLTON AVE	LUGONIA AVE	2464	8350		109			5	13	1	6		10			174									
7	015	SUN AVE	TEXAS ST	ORANGE ST	2591	9212					7	4		1		2			31	91								
7	016	UNION AVE	TEXAS ST	TRIBUNE ST	3886	13169			110		15	5		2		6			108									
8	017	COLTON AVE	6TH ST	CHURCH ST	1945	7780			115			21		4	3	1	11			85			1664					
8	018	COLTON AVE	UNIVERSITY ST	GROVE ST	2058	5945					7					4	10		71	84	350							
8	019	CARRIE LN	LA VERNE ST	DEAD END	435	1547					2	3		2														
8	020	LA VERNE ST	CYPRESS AVE	FERN AVE	1268	4368			44		4	4	1	1		2			31									
8	021	4TH ST	FERN AVE	CYPRESS AVE	1268	3381					2	5		1		2			12	48								
8	022	BUENA VISTA ST	OLIVE AVE	FERN AVE	1263	5894			20		4	2		1		2			19	43								
8	023	EUREKA ST	FERN AVE	CYPRESS AVE	1262	4627					5	4		2		2			25									
8	024	MICHIGAN ST	OLIVE AVE	GLENWOOD DR	640	2133			92		3	2		1		1												
8	025	MYRTLE ST	FERN AVE	OLIVE AVE	1267	4646					4	8		4		4			65									
9	026	CAJON ST	CITRUS AVE	HIGHLAND AVE	5994	29304			185		43	47	1	8	36	9	103			1600	65	7314	5610	2045	12350	389			
9	027	CITRUS AVE	EUREKA ST	UNIVERSITY ST	4770	28832			60		42	33		10	22	7	92	985	246	1723	1314	4076	2325	2605	7147	405	1935	18845
10	028	REDLANDS BLVD	KANSAS ST	TEXAS ST	4338	35186					6	15		6	32		47		84	687	804	576	176	7465			1145	
10	029	TERRACINA BLVD	BROOKSIDE AVE	FERN AVE	3870	26230		10	15		25	30	1	9		10	21		30	423		6110	3595	943	6948	2733		2215
10	030	FERN ST	TERRACINA BLVD	SAN TIMOTEO CANYON	1847	6157						10		3		2			65	119		900	1878					
11	031	CRESCENT AVE	ALESSANDRO RD	CENTER ST	1765	7844		7			15	15		4		2	14		19				1403					
11	032	ALESSANDRO RD	CRESCENT AVE	CREEKSIDE DR	7017	29627			55		12	24		5		7	6		74	90		7320	6757					
12	033	GRAND VIEW DR	SUMMIT AVE	SUMMIT AVE	1425	3483		10	20			6		3														
12	034	FRANKLIN AVE	SUMMIT B	OAK ST	2369	9476		10	25		15	26		4									1275	915				
12	035	SUNSET DR S	RIDGE ST	MARIPOSA DR	1690	4694			47		5	12		4			14						1514		2600			
12	036	EDGEMONT DR	EDGEMONT DR	DEAD END	785	2791					5	4		1														
12	037	EDGEMONT DR	LANTERN CREST DR	EDGEMONT DR	900	3200					8	4		2														
12	038	FAIRMONT DR	EDGEFAIR LN	EDGEMONT DR	340	1209					5	2		1														
12	039	LANTERN CREST DR	EDGEMON DR	DEAD END	900	3200					8	5		3														
12	040	COUNTRY CLUB DR	MARIPOSA DR	VERDE VISTA DR	605	2420				714	7	26		3		2			93				1635					
12	041	COUNTRY CLUB DR	VERDE VISTA DR	COUNTRY CLUB DR	755	2684						7		1									629					
12	042	MARIPOSA DR	COUNTRY CLUB DR	WABASH AVE	2200	6356		70	5	198	3	14		5									170					
				Totals	87442	340188	95164	626	941	1002	354	511	4	151	116	110	425	985	1549	8791	3369	47757	40200	17326	43148	5200	6140	22659

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
QUANTITIES TABLE

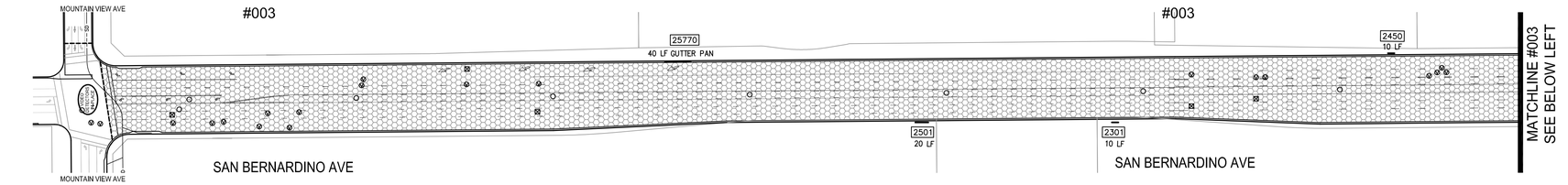
Designed by: VN
Date: 9/2025
Checked by: GN
Date: 9/2025
Drawn by: VN
Date: 9/2025
Checked by: GKD
Date: 9/2025

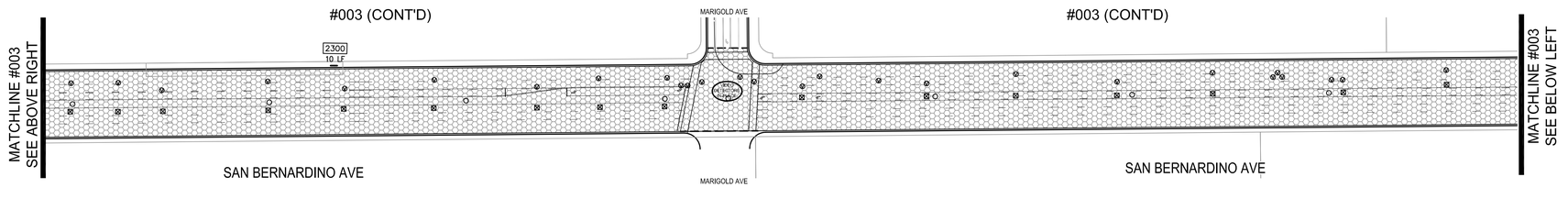
Reviewed By: 9/30/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

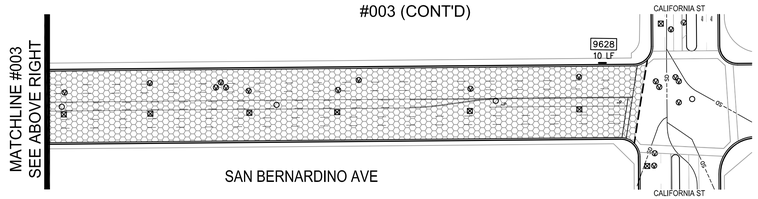
Sheet 4 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

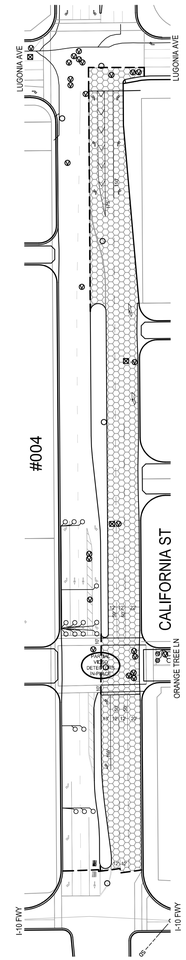
2434-ST-04/13

K:\Capital Projects\211400 PARKS RESURFACING\PMP 2025 Street Resurfacing Project\E DESIGN\Y-2488-ST PLANS.dwg









LEGEND

- 0.1" AC GRIND & 0.1" AC OVERLAY
- 1.5" AC GRIND & 1.5" AC OVERLAY
- SEGMENT BOUNDARY (SHOWN WHERE PAVEMENT RESURFACING IS CONTINUOUS)
- WATER VALVE COVER/BOX
- MANHOLE RIM/COVER
- BLUE RPM FOR FIRE HYDRANTS
- EXISTING STORM DRAIN SYSTEM
- REMOVE & REPLACE OR INSTALL PCC CURB & GUTTER
- REMOVE & REPLACE OR INSTALL AC DIKE/BERM

GRAPHIC SCALE
0 100' 200'
SCALE: 1" = 100'

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

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
SEGMENTS LAYOUT (003 - 004)

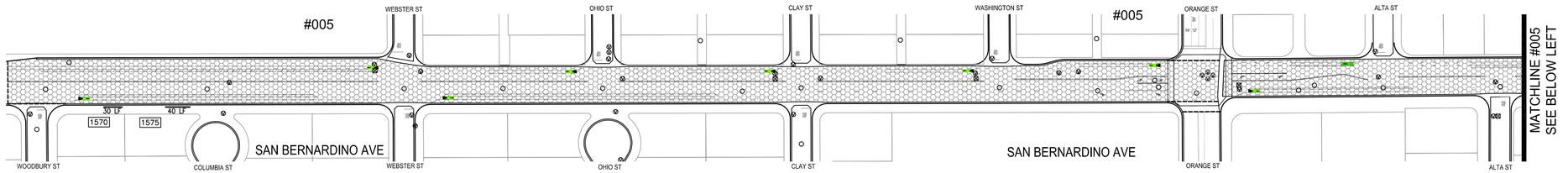
Designed by: VN
Date: 9/2025
Checked by: GN
Date: 9/2025
Drawn by: VN
Date: 9/2025
Checked by: GKD
Date: 9/2025

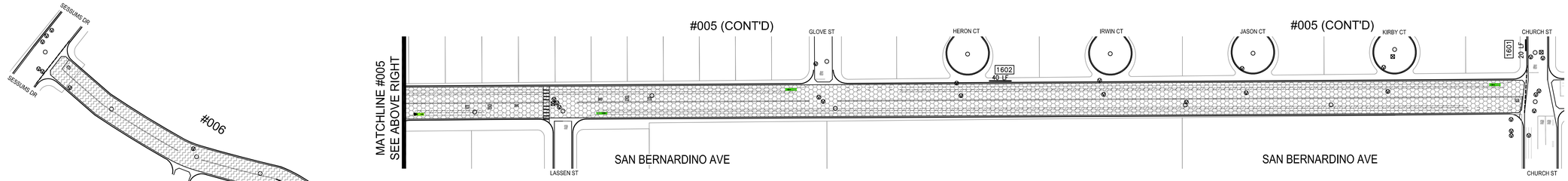
Reviewed By: 9/30/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

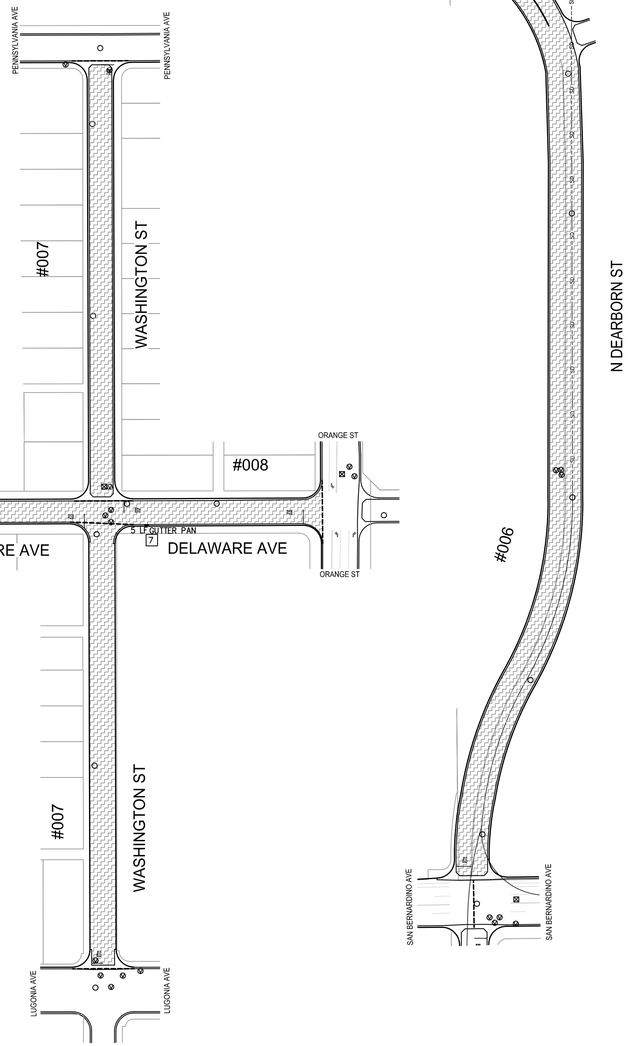
Sheet 5 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

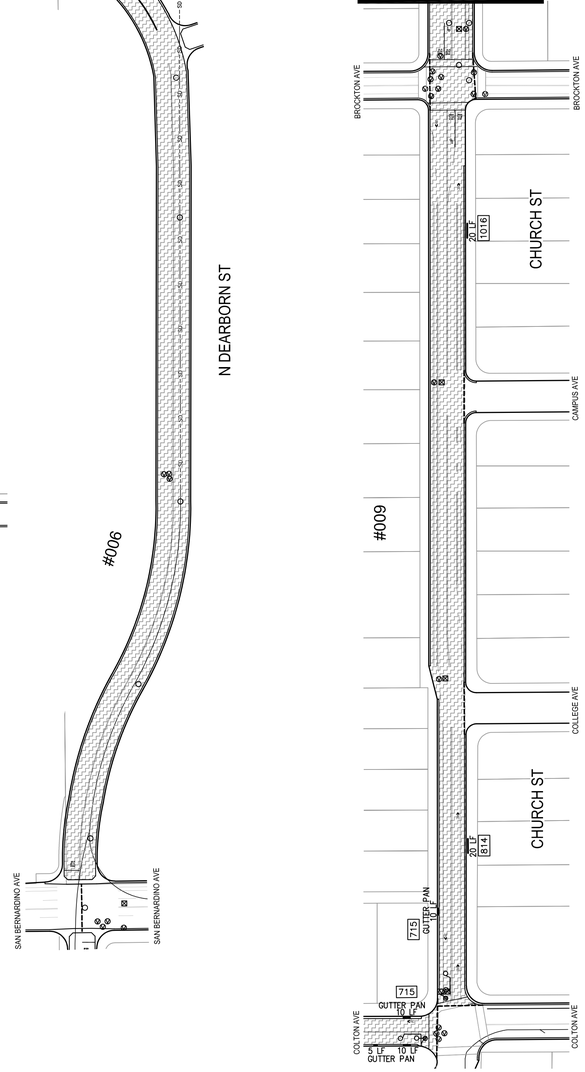
2434-ST-05/13

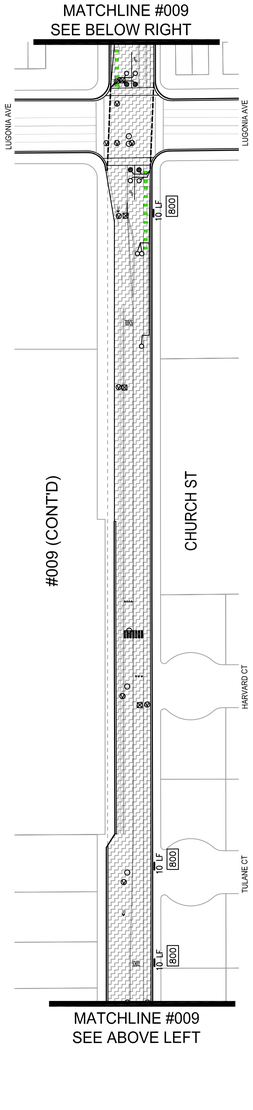
K:\Capital Projects\211400 PARIS RESURFACING\PMP 2025 Street Resurfacing Project\E DESIGN\Y-2446-ST PLANS.dwg

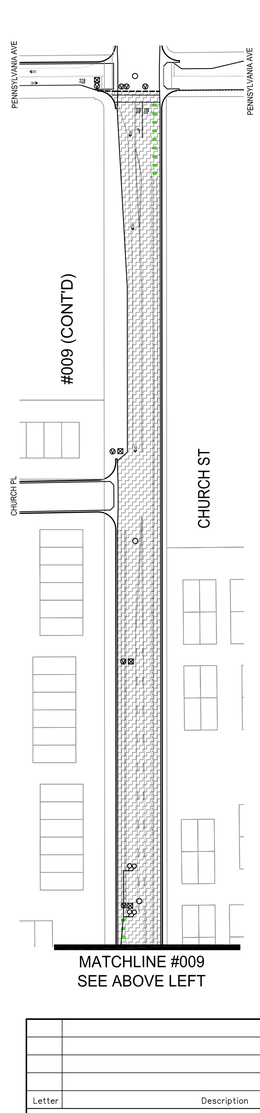


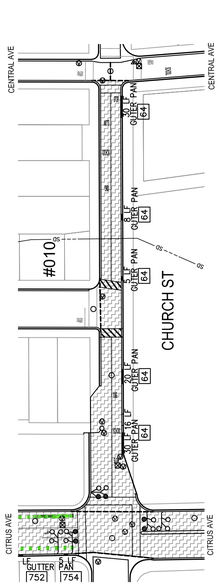


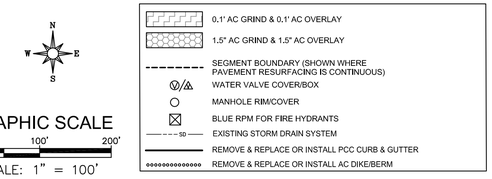












REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
SEGMENTS LAYOUT (005 - 010)

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

Designed by: VN
Date: 9/2025
Checked by: GN
Date: 9/2025
Drawn by: VN
Date: 9/2025
Checked by: GKD
Date: 9/2025

Reviewed By: 9/30/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 6 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2434-ST-06/13

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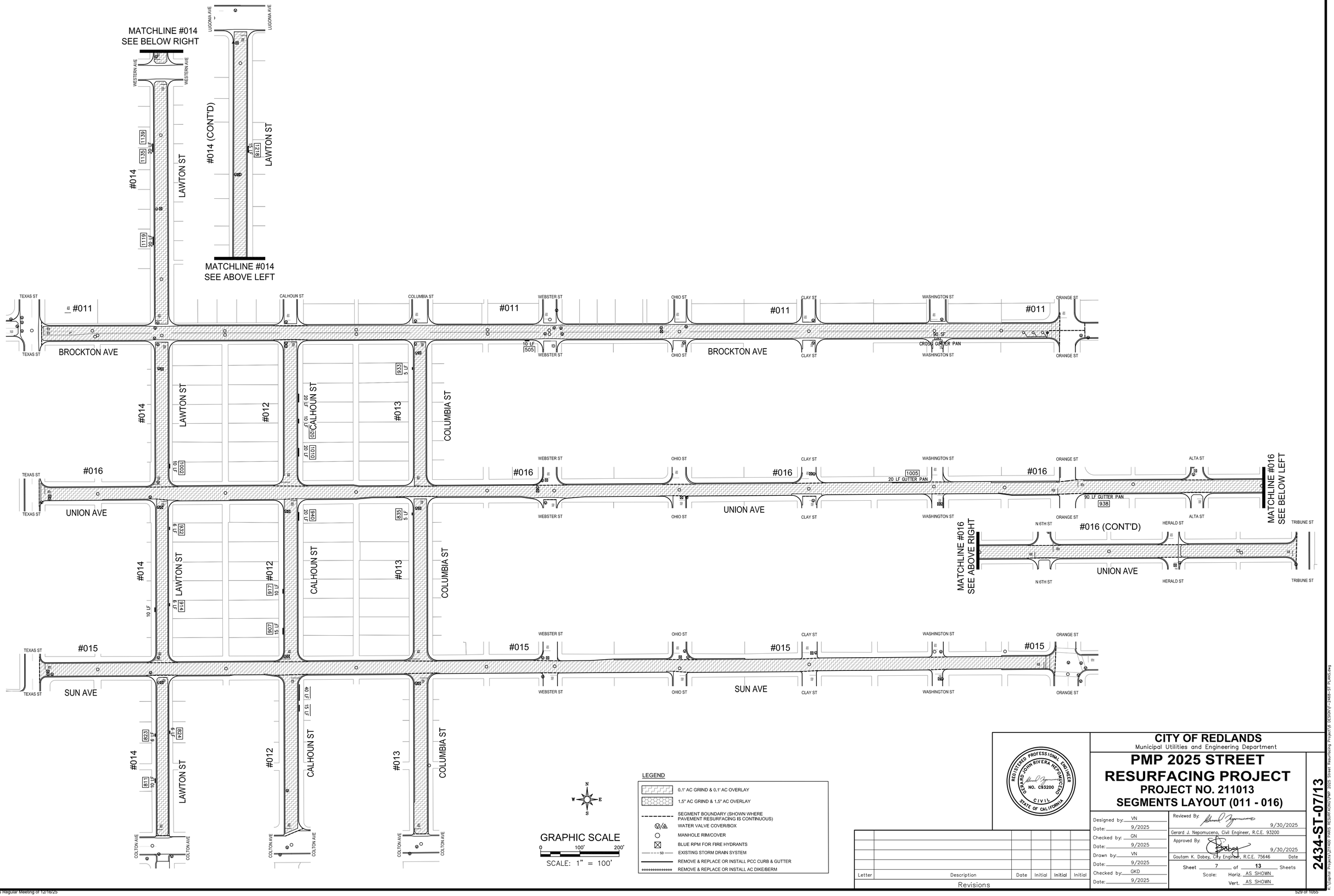


REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
SEGMENTS LAYOUT (011 - 016)

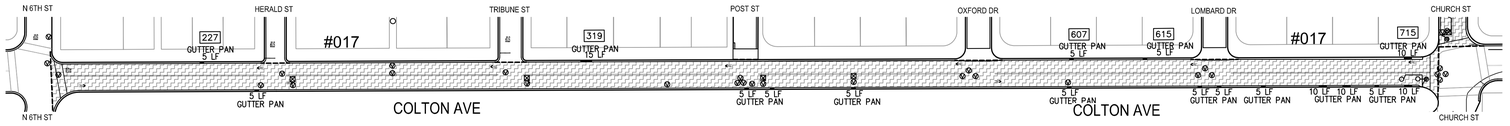
Designed by: VN
Date: 9/2025
Checked by: GN
Date: 9/2025
Drawn by: VN
Date: 9/2025
Checked by: GKD
Date: 9/2025

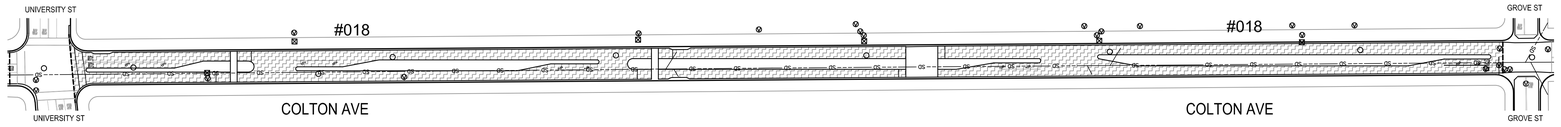
Reviewed By: 9/30/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

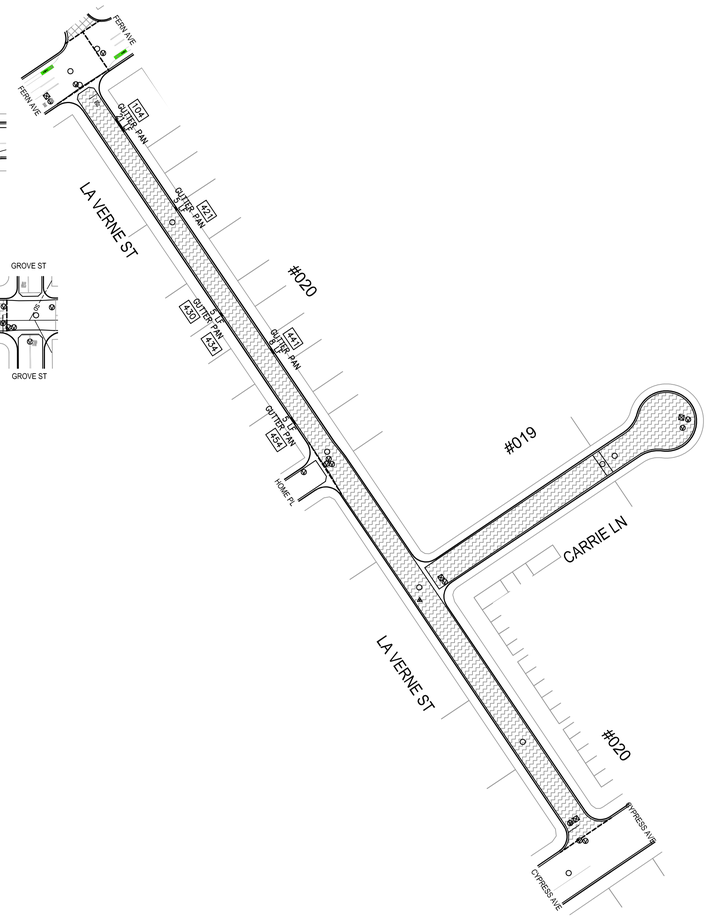
Sheet 7 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

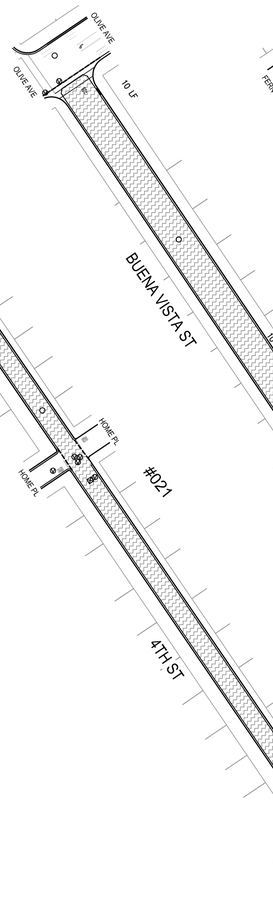
2434-ST-07/13

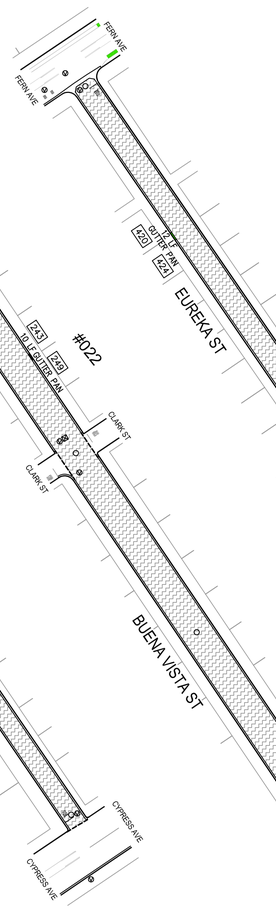
K:\Capital Projects\211400 PARS RESURFACING\PMP 2025 Street Resurfacing Project\VE DESIGN\V-2446h-ST PLANS.dwg

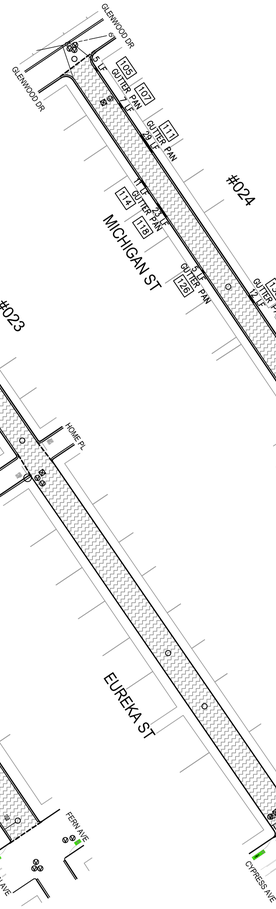


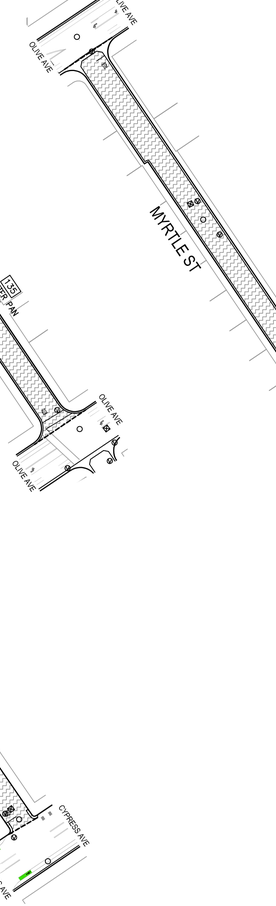












GRAPHIC SCALE

0 100' 200'

SCALE: 1" = 100'

LEGEND

- 0,1" AC GRIND & 0,1" AC OVERLAY
- 1.5" AC GRIND & 1.5" AC OVERLAY
- SEGMENT BOUNDARY (SHOWN WHERE PAVEMENT RESURFACING IS CONTINUOUS)
- WATER VALVE COVER/BOX
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- SD — EXISTING STORM DRAIN SYSTEM
- REMOVE & REPLACE OR INSTALL PCC CURB & GUTTER
- REMOVE & REPLACE OR INSTALL AC DIKE/BERM

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
SEGMENTS LAYOUT (017 - 025)

Designed by: VN
Date: 9/2025
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Date: 9/2025
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Date: 9/2025
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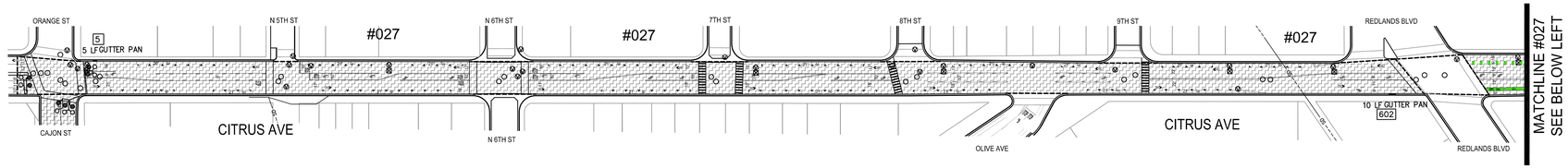
Date: 9/2025

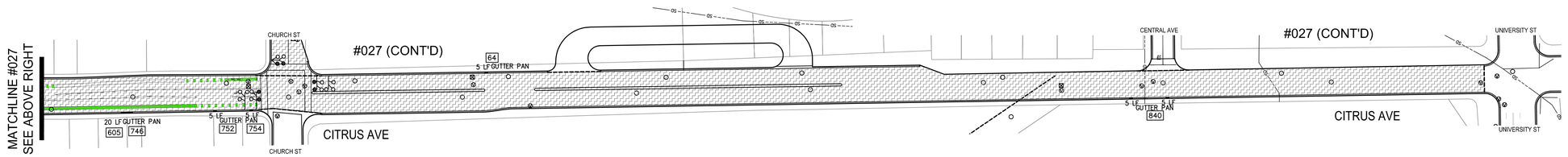
Reviewed By: 9/30/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

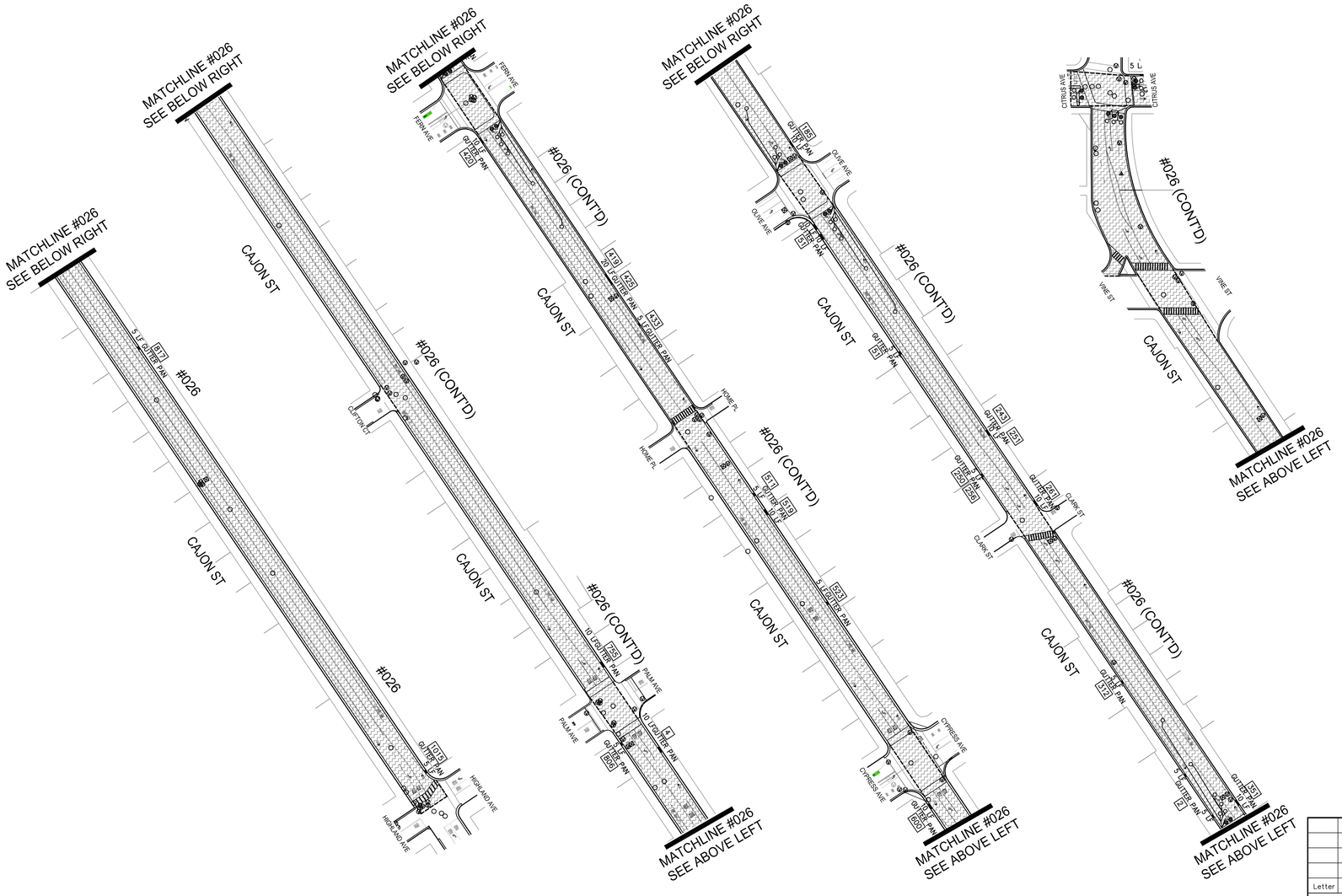
Sheet 8 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

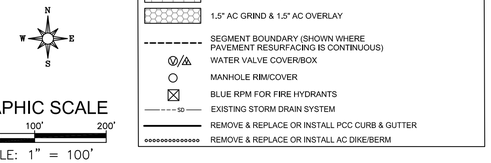
2434-ST-08/13

K:\Capital Projects\211400 PARKS RESURFACING\PMP 2025 Street Resurfacing Project\E DESIGN\Y-2434-ST PLANS.dwg









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CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
SEGMENTS LAYOUT (026 - 027)

Letter	Description	Date	Initial	Initial	Initial

Revisions

Designed by: VN
Date: 9/2025
Checked by: GN
Date: 9/2025
Drawn by: VN
Date: 9/2025
Checked by: GKD
Date: 9/2025

Reviewed By: 9/30/2025
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 9 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2434-ST-09/13

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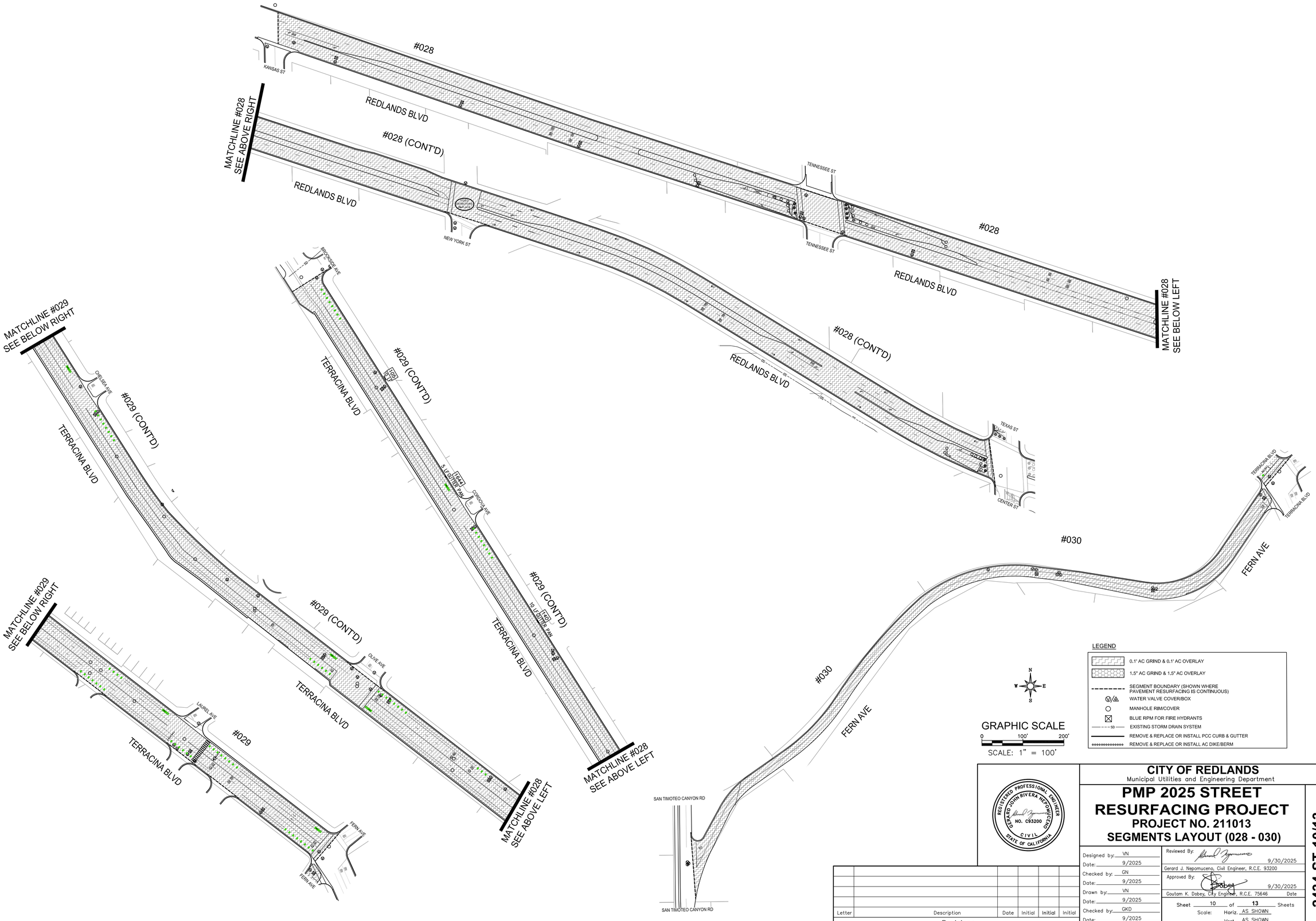

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
SEGMENTS LAYOUT (028 - 030)

Designed by: VN
Date: 9/2025
Checked by: GN
Date: 9/2025
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Date: 9/2025
Checked by: GKD
Date: 9/2025

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Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 10 of 13 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2434-ST-10/13

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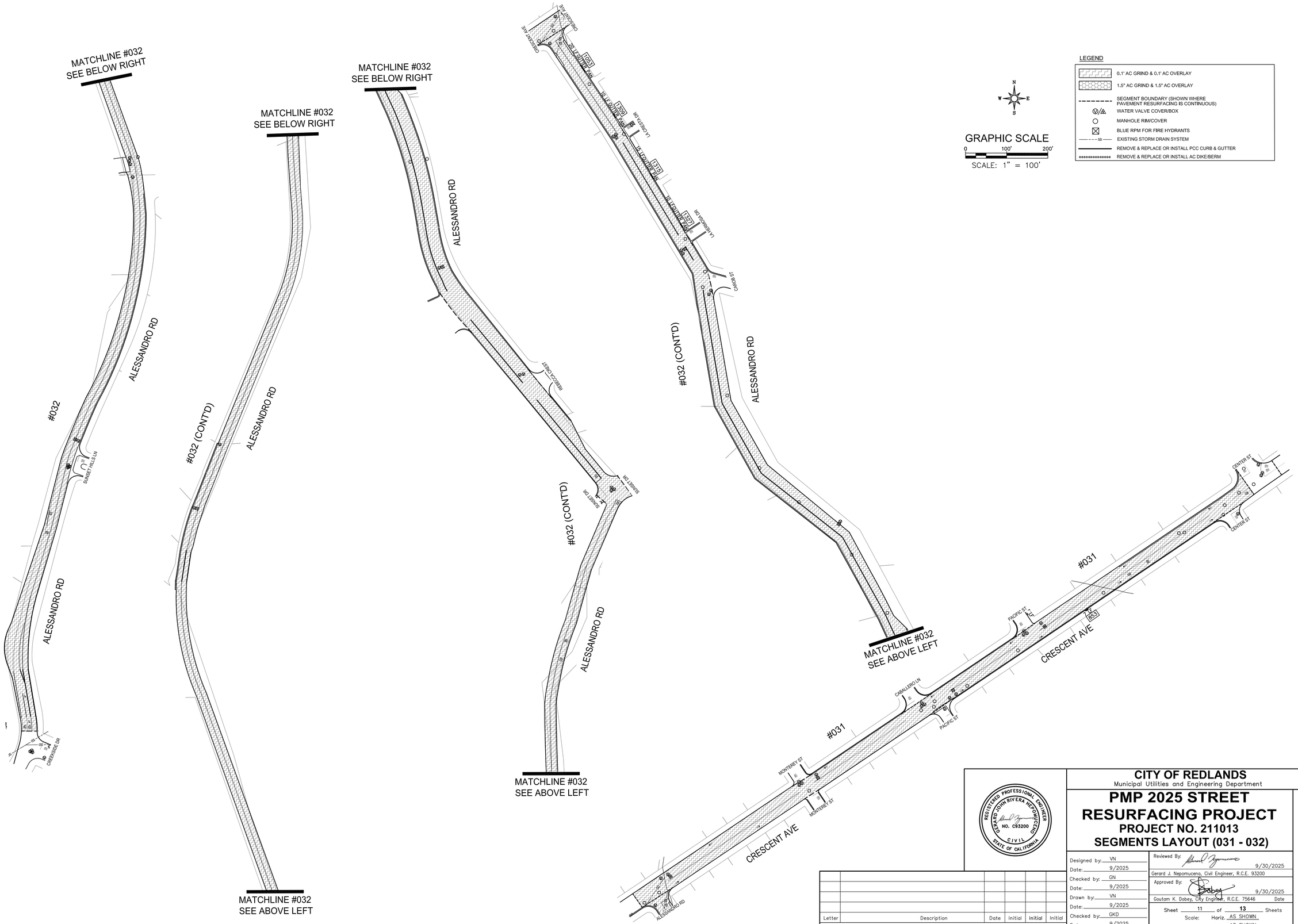

LEGEND

- 0.1' AC GRIND & 0.1' AC OVERLAY
- 1.5" AC GRIND & 1.5" AC OVERLAY
- SEGMENT BOUNDARY (SHOWN WHERE PAVEMENT RESURFACING IS CONTINUOUS)
- WATER VALVE COVER/BOX
- MANHOLE RIM/COVER
- BLUE RPM FOR FIRE HYDRANTS
- EXISTING STORM DRAIN SYSTEM
- REMOVE & REPLACE OR INSTALL PCC CURB & GUTTER
- REMOVE & REPLACE OR INSTALL AC DIKE/BERM

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT

PROJECT NO. 211013
SEGMENTS LAYOUT (031 - 032)

Designed by: VN
Date: 9/2025
Checked by: GN
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Date: 9/2025

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Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 9/30/2025
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 11 of 13 Sheets
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2434-ST-11/13

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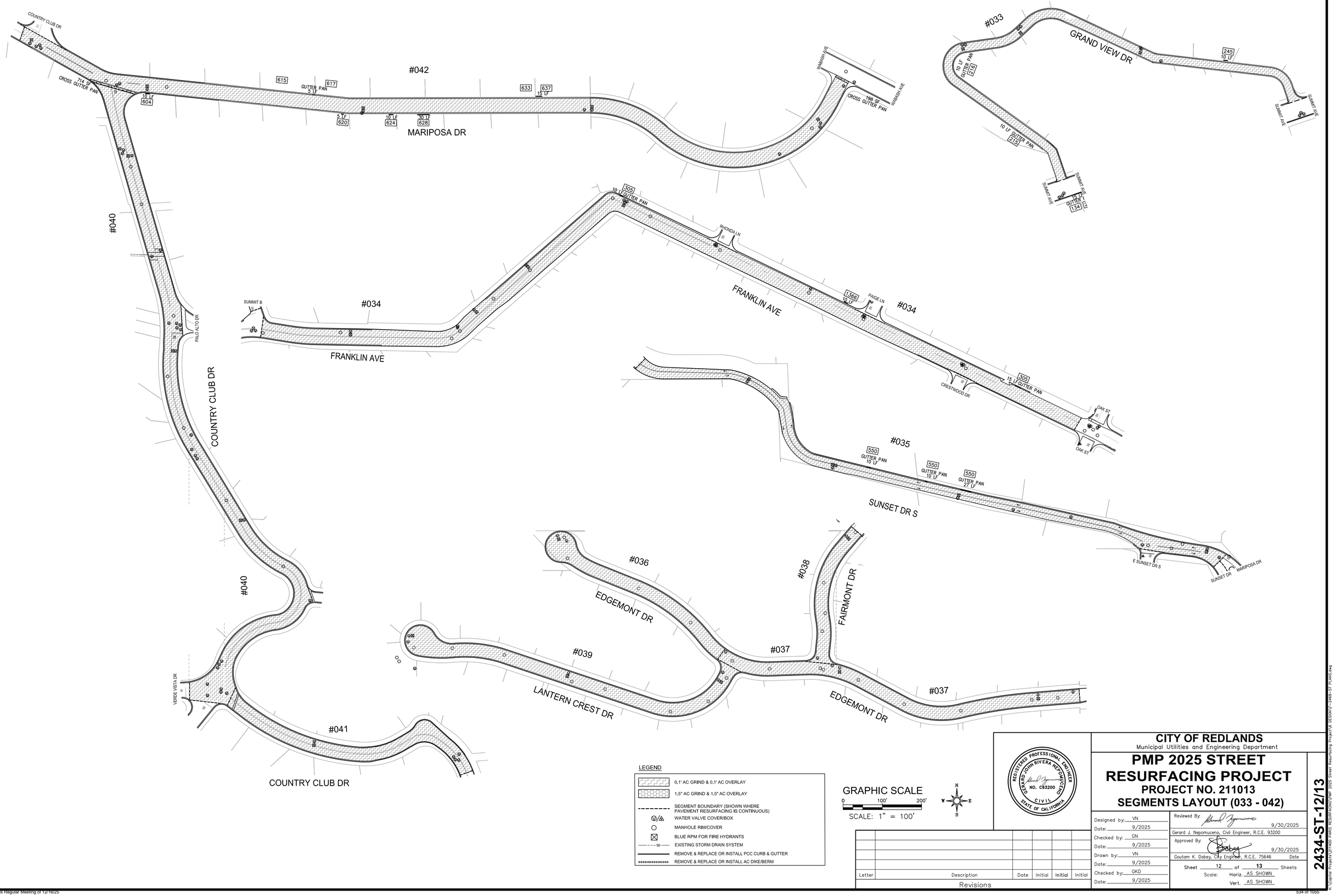

LEGEND

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- 1.5" AC GRIND & 1.5" AC OVERLAY
- SEGMENT BOUNDARY (SHOWN WHERE PAVEMENT RESURFACING IS CONTINUOUS)
- WATER VALVE COVER/BOX
- MANHOLE RIM/COVER
- BLUE RPM FOR FIRE HYDRANTS
- SD EXISTING STORM DRAIN SYSTEM
- REMOVE & REPLACE OR INSTALL PCC CURB & GUTTER
- REMOVE & REPLACE OR INSTALL AC DIKE/BERM

GRAPHIC SCALE

0 100' 200'

SCALE: 1" = 100'

N W E S

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
SEGMENTS LAYOUT (033 - 042)

Designed by: VN	Reviewed By: 9/30/2025
Date: 9/2025	Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Checked by: GN	Approved By: 9/30/2025
Date: 9/2025	Goutam K. Dobey, City Engineer, R.C.E. 75646 Date
Drawn by: VN	Sheet 12 of 13 Sheets
Date: 9/2025	Scale: Horiz. AS SHOWN
Checked by: GKD	Vert. AS SHOWN
Date: 9/2025	

2434-ST-12/13

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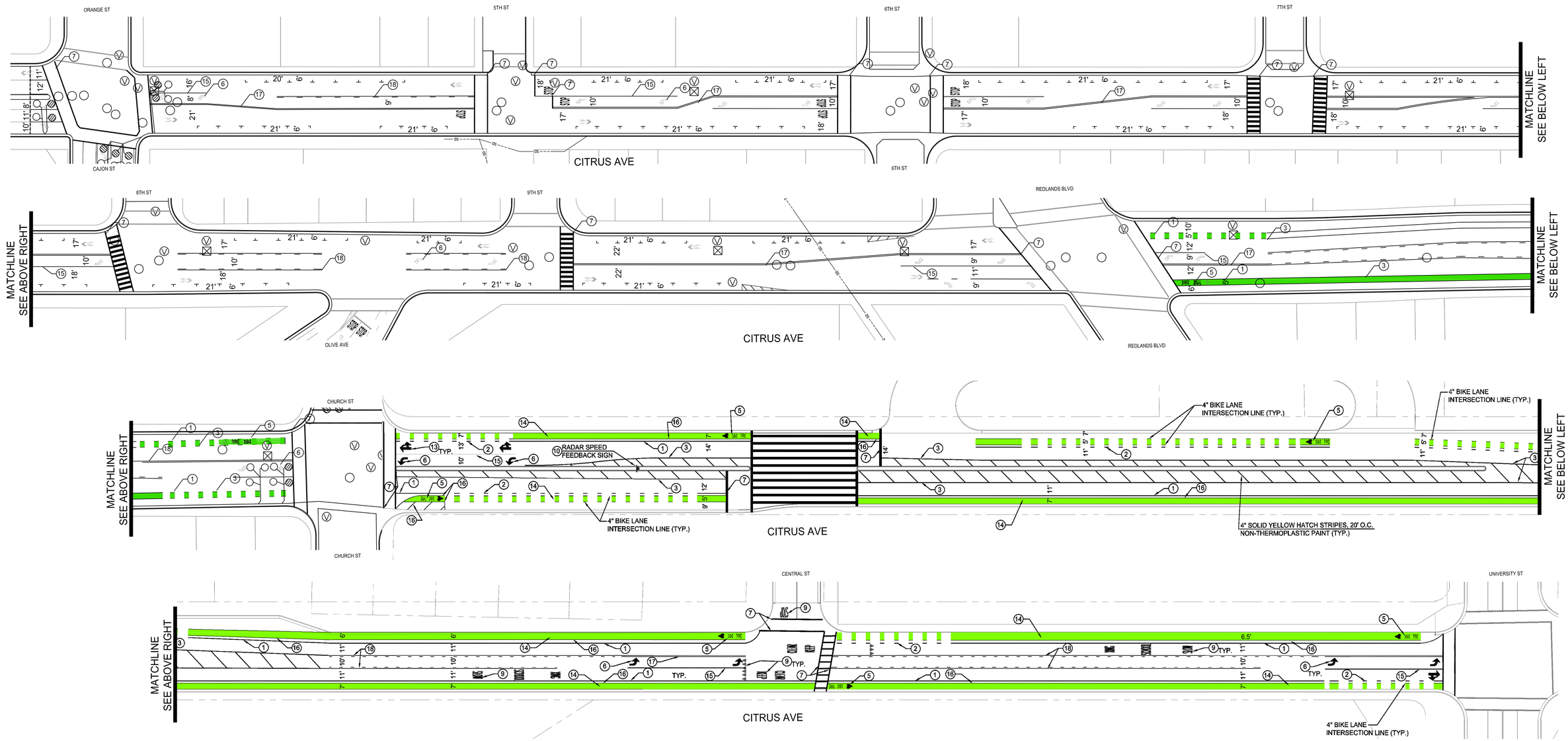
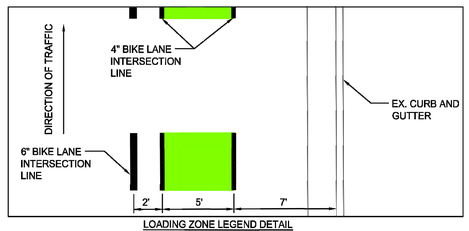


CITRUS AVE STRIPING NOTES

1. 6" BIKE LANE LINE PER MUTCD FIGURE 9C-101, DETAIL 39
2. 6" BIKE LANE INTERSECTION LINE PER MUTCD FIGURE 9C-101, DETAIL 39A
3. 4" LEFT EDGE LINE PER MUTCD FIGURE 3A-105, DETAIL 25
4. PAINTED MEDIAN PER MUTCD FIGURE 3A-108, DETAIL 31
5. "BIKE LANE" PAVEMENT MARKING PER MUTCD FIGURE 9C-6 WITH BIKE LANE SYMBOL
6. THERMOPLASTIC TURN ARROW, TYPE IV PER MUTCD FIGURE 3B-21
7. 12" THERMOPLASTIC CROSSWALK OR STOP BAR AS SHOWN
8. 24" THERMOPLASTIC CROSSWALK OR STOP BAR AS SHOWN
9. THERMOPLASTIC MISC. PAVEMENT MARKINGS AS SHOWN
10. PROTECT IN PLACE
11. DOUBLE YELLOW STRIPE PER MUTCD FIGURE 3A-104, DETAIL 21
12. THERMOPLASTIC ARROW, TYPE I PER MUTCD FIGURE 3B-21
13. THERMOPLASTIC ARROW, TYPE VII (L) OR (R) PER MUTCD FIGURE 3B-21
14. PAINT "BIKE PATH GREEN" STREET BOND COLOR APPROVED EQUAL INSIDE WHITE BIKE LANE STRIPING
15. 8" SOLID WHITE LINE
16. 4" SOLID WHITE LINE
17. 6" DOUBLE YELLOW LINE
18. 6" YELLOW TWO-WAY LEFT-TURN



LOADING ZONE LEGEND DETAIL
N.T.S.

SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER GERARD JOHN RIVERA NEPOMUCENO NO. C93200 CIVIL STATE OF CALIFORNIA

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Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

PMP 2025 STREET RESURFACING PROJECT
PROJECT NO. 211013
CITRUS AVE STRIPING

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2434-ST-13/13

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CITY OF REDLANDS
MUNICIPAL UTILITIES &
ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

PMP 2025 STREET RESURFACING PROJECT
PROJECT No. 211013

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

OCTOBER 2025

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

PMP 2025 STREET RESURFACING PROJECT
PROJECT No. 211013

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 T. Barich, Councilmember
Eddie Tejeda, Councilmember
Denise Davis, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

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

OCTOBER 2025

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PMP 2025 STREET RESURFACING PROJECT
PROJECT No. 211013

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
PMP 2025 STREET RESURFACING PROJECT
Project No. 211013

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 **October 28, 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: PMP 2025 STREET RESURFACING PROJECT, PROJECT No. 211013.**

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 Veronica Noriega, Project Manager, at 909-798-7584 Ext 6. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson

Jeanne Donaldson, City Clerk,
City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
PMP 2025 STREET RESURFACING PROJECT
PROJECT No. 211013

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: PMP 2025 STREET RESURFACING PROJECT, PROJECT No. 211013

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

PMP 2025 STREET RESURFACING PROJECT
PROJECT No. 211013

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	SWPPP	LUMP SUM	N/A	$_____
3	Survey	LUMP SUM	N/A	$_____
4	0.1' AC Grind and 0.1' AC Overlay	340,188 SY	$_____/SY	$_____
5	1-1/2" AC Grind and 1-1/2" AC Overlay	95,164 SY	$_____/SY	$_____
6	Leveling Course	2,000 TON	$_____/TON	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
7	R/R PCC Curb & Gutter	626 LF	$_____/LF	$_____
8	R/R PCC Gutter Pan	941 LF	$_____/LF	$_____
9	Construct Cross Gutter w/ Spandrel	1,002 SF	$_____/SF	$_____
10	Adjust Manhole Ring/Cover w/ Concrete Collar	354 EA	$_____/EA	$_____
11	Adjust Valve Can & Cover (circular lid)	511 EA	$_____/EA	$_____
12	Replace Valve Can, Gate Well & Cover (triangular lid)	4 EA	$_____/EA	$_____
13	Install Blue RPM	151 EA	$_____/EA	$_____
14	Replace Traffic Loops	116 EA	$_____/EA	$_____
15	STOP and Misc. Legend (Thermoplastic) Sheet No. 3	535 EA	$_____/EA	$_____
16	24" Solid White/Yellow Stripe (Thermoplastic)	985 LF	$_____/LF	$_____
17	12" Solid White/Yellow Stripe (Thermoplastic)	10,340 LF	$_____/LF	$_____
18	8" Solid White Stripe (Thermoplastic)	3,369 LF	$_____/LF	$_____
19	6" Double Yellow Stripe (Thermoplastic)	40,200 LF	$_____/LF	$_____
20	6" Solid White Stripe (Thermoplastic)	47,757 LF	$_____/LF	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
21	6" Skip White/Yellow Stripe (Thermoplastic)	17,326 LF	$_____/LF	$_____
22	4" Solid White/Yellow Stripe (Thermoplastic)	43,148 LF	$_____/LF	$_____
23	4" Skip White/Yellow Stripe (Thermoplastic)	5,200 LF	$_____/LF	$_____
24	Two-Way Left-Turn D-32	6,140 LF	$_____/LF	$_____
25	Green Bike Lane	22,659 SF	$_____/SF	$_____
26	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$ 200,000.00
27	Demobilization	LUMP SUM	N/A	$_____
	BID SCHEDULE TOTAL PRICE (ITEMS 1-31)			**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of

Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 12. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

Addendum #7_____ (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. 211013.

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. 211013 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. 211013, 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. 211013 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: PMP 2025 Street Resurfacing Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's PMP 2025 Street Resurfacing Project, Project No. 211013 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred (100) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of one thousand dollars ($1,000) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that one thousand dollars ($1,000) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
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
PMP 2025 Street Resurfacing Project
Project No. 211013

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 PMP 2025 Street Resurfacing Project, Project No. 211013 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.

6-3.1 General. - *Add the following sentence:*
The time of completion of the Contract shall be expressed in consecutive calendar days.

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 calendar day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such

notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise

ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*

No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be

inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 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.

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 the specifications. The order of work shall proceed with the exceptions as follows:

The Contractor shall coordinate with the City's current construction projects such as water, sewer, etc. before scheduling any work in the streets. City's intention is to pave the streets immediately after the replacement of the pipeline. Contractor may skip streets that are not ready for paving and schedule other streets to work on. Also, Contractor shall re-schedule the streets that are skipped for a later time. There will be no monetary compensation for re-scheduling the work, re-mobilization and/or loss of production.

The Contractor shall arrange the schedule of work, but it shall adhere to the following restrictions:

1. Paving and related work shall follow the timeline per Section 302-5.2 of the Specifications.

2. Citywide events calendar shall be considered with the construction schedule. Events calendar with specific dates will be provided during subsequent weekly construction meetings.

3. Construction around school zones shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school. School calendar with school start/dismissal times are included in the Appendix.

4. Any other construction activity other than paving shall be scheduled by the contractor in any sequence but shall be approved by the City.

5. All paving work on Cajon Street (from Citrus Avenue to Highland Avenue), Citrus Avenue (from west of Orange Street to University Street), and Church Street (from Citrus Avenue) shall take place during either Spring Break (March 23 – April 3, 2026) or Summer Break (starting June 8, 2026). The project must be fully completed by June 30, 2026.

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.

1.3 MAINTENANCE OF OPERATION OF EXISTING FACILITIES

Any shutdown will be coordinated with the Owner. All valves on the Owner's existing facilities will be operated by the Owner. Written notice shall be given to the Owner's Representative no less than 72-hours for residential areas and 12 days for commercial areas prior to the desired shut-off time. The Contractor shall be responsible for disposing of water drained from the existing pipelines.

1.4 COORDINATION SUBMITTALS

1. No water system shutdowns will be allowed on Monday or Friday, unless otherwise directed by City staff.

2. When approved, City will begin shutting down the water system to allow connection at 8:00 AM. Note the system drainage time may take up to two hours depending on location and field conditions.

END OF SECTION

SECTION 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

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 PMP 2025 Street Resurfacing Project 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
Index Map	2
General Notes and Details	3
Quantity Table by Street Segments	4
Street Segments Layouts	5-12
Citrus Avenue Striping	13

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 PMP 2025 Street Resurfacing Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of resurfacing various streets throughout the City. Resurfacing methods include, grind & overlay, and remove & replace. Asphalt overlay will be the conventional asphalt. All necessary striping will be replaced. The scope of work also includes removal and replacement of curb & gutter, curb ramp, driveways and x-gutter as necessary; protecting in place all existing utilities, trees, and public and private improvements; pavement striping and restriping; replacing destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction condition.

2. The Work shall also consist of furnishing and installing sewer pipe, fittings, manholes, and appurtenances; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select

imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, trees, and public and private improvements; replacing all asphalt concrete pavement; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

3. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of 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 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, identification & providing list of trees that needs to be trimmed at least four weeks prior to paving, and shall constitute full compensation for all labor, material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. SWPPP, Bid Item 2:

Payment for Storm Water Pollution Prevention Plan (SWPPP) shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01571.

Payment for the SWPPP shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

3. Survey, Bid Item 3:

Payment for Survey shall be made at the contract lump sum price and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, provide recorded copies to the City and shall include all labor and incidentals noted within Section 01722.

Prior to construction, contractor shall provide corner records, survey monuments and any other existing survey control markers to the City for review. City Engineer/Surveyor will spot check the locations provided by the contractor's surveyor. In any case, City shall back charge contractor for any missing survey markers or monuments.

Payment for the Survey shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

4. 0.1' Grind and 0.1' AC Overlay, Bid Item 4:

Item includes but is not limited to 0.1' grind and 0.1'overlay of asphalt concrete as specified on the project plans and specifications. Bid item also includes crack filling and crack sealing after grinding, routing of the surface following cold milling and prior to crack sealing, all weeds killing, placing leveling course, localized base repair, removal of existing asphalt over the gutter pan (at least 1"), removal of all temporary AC pavement and replacement with permanent base paving within the area of the proposed overlay. Bid item also includes but are not limited to dust control, traffic control, sawcutting and shall constitute full compensation for all labor, material, equipment and incidentals required as required to perform the work under these bid items. Roadway grading and shaping shall conform to the provisions Section 300, 301 and 302 of the Standard Specifications. Payment for this item shall be made at the contract unit price.

For the purpose of making monthly progress payments, 90% of the contract unit price will be paid for the quantity of final pavement completed per the plans and specifications and to the satisfaction of the Engineer. The remaining 10% will be paid when all damaged traffic striping has been replaced per the plans and specifications and has been accepted by the Engineer. No further breakdown will be allowed.

5. 1-1/2" AC Grind and 1-1/2" AC Overlay, Bid Item 5:

Item includes but is not limited to 1-1/2" grind and 1-1/2" overlay of asphalt concrete as specified on the project plans and specifications. Bid item also includes crack filling and crack sealing after grinding, routing of the surface following cold milling and prior to crack sealing, all weeds killing, placing leveling course, localized base repair, removal of existing asphalt over the gutter pan (at least 1"), removal of all temporary AC pavement and replacement with permanent base paving within the area of the proposed overlay. Bid item also includes but are not limited to dust control, traffic control, sawcutting and shall constitute full compensation for all labor, material, equipment and incidentals required as required to perform the work under these bid items. Roadway grading and shaping shall conform to the provisions Section 300, 301 and 302 of the Standard Specifications. Payment for this item shall be made at the contract unit price.

For the purpose of making monthly progress payments, 90% of the contract unit price will be paid for the quantity of final pavement completed per the plans and specifications and to the satisfaction of the Engineer. The remaining 10% will be paid when all damaged traffic striping has been replaced per the plans and specifications and has been accepted by the Engineer. No further breakdown will be allowed.

6. Leveling Course, Bid Item 6:

Item includes but is not limited to the leveling of the roadway surface with hot asphalt concrete pavement and per specification Section 302 of General Conditions. Leveling course shall be placed for any street that is determined by the City Staff before asphalt paving. Payment for this item shall be made at the contract unit price.

7. R&R PCC Curb and Gutter, Bid Item 7:

Item includes but is not limited to the re-construction of existing but damaged, missing, and/or mis-aligned curb and/or curb and gutter. Curb shall be re-constructed per APWA Standard Plan 120-2 Curb and Gutter - Barrier and shall join to existing. The height and width of the curb and gutter shall match the existing. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item. Bid Item shall also include traffic control and mobilization. Approximate locations for curb and gutter replacement are shown on the plans. The actual locations shall be verified during construction.

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.

8. R&R PCC Gutter Pan, Bid Item 8:

Item includes but is not limited to the re-construction of existing but damaged, missing, and/or mis-aligned PCC gutter pan. Gutter pan shall be re-constructed per APWA Standard Plan 120-2 Curb and Gutter - Barrier and shall join to existing. The width of the gutter pan shall match the existing adjacent gutter pan. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item. Bid Item

shall also include traffic control and mobilization. Approximate locations for gutter pan replacement are shown on the plans. The actual locations shall be verified during construction.

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.

9. Construct Cross Gutter w/ Spandrel, Bid Item 9:

Item includes but is not limited to earthwork, curb cuts and removals as required for the construction of new cross gutter per APWA Standard Detail 122-2 and 123-2. Existing concrete gutter and asphalt concrete shall be removed and replaced as necessary to allow installation. Also, 6-inch thick class 2 aggregate base shall be placed and compacted to 95% relative compaction under 8" thick cross gutter and spandrels. Item also includes construction survey to form/construct cross gutter, all necessary dust control, clearing 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, traffic control, equipment and incidentals required.

10. Adjust Manhole Ring/Cover w/ Concrete Collar, Bid Item 10:

Item includes but is not limited to adjustment of the manhole ring/cover, rim to the finished grade of the street. Manhole shall be re-constructed per City of Redlands Standard, A-101 and shall include the construction/reconstruction of the concrete collar per City of Redlands Standard, A-106. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

11. Adjust Valve Can and Cover (Circular Lid), Bid Item 11:

Item includes but is not limited to adjustment of the valve can and cover to the finished grade of the street. Valve Can shall be re-constructed per City of Redlands Standard, A-20514. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

12. Replace Valve Can, Gate Well and Cover (Triangular Lid), Bid Item 12:

Items includes but is not limited to replacement of the valve can, gate well and cover per detail on Plan Sheet No. 3 and adjust valve cover to the finished grade of the street. This item includes all the triangular valve lids, which are identified on the plan and any other found in the field during construction. Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under this bid item.

Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

13. Install Blue RPM, Bid Item 13:

Item includes but is not limited to installation of retro-reflective pavement markers (RPM) per plans and specifications. Where the fire hydrant is located at the intersection, blue RPM shall be installed on both streets. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

14. Replace Traffic Loop, Bid Item 14:

Item includes but is not limited to the re-installation of existing traffic signal loop detectors that have been damaged or removed as a result of resurfacing operations. Item also includes the home run where required, and upgrade existing stub-out or conduit in order to accommodate additional loops if required. All traffic loops shall be circular loops except adjacent to the crosswalks or stop bars. Type D loop shall be installed adjacent to the crosswalks or stop bars in each lane of each side of the intersection.

All Caltrans intersections, where Type D loop shall be installed, require the replacement of the detector sensor card (222) with a GTT922 detector sensor card per Caltrans permit condition or approved equal. Bid Item shall also include all labor, material, traffic control, equipment and incidentals. 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.

15. Thermoplastic STOP & Miscellaneous Legend, Bid Item 15:

Item includes but is not limited to installation of thermoplastic lettering per the California MUTCD and complete removal of existing striping and pavement markings. Bid Item shall also include traffic control and mobilization. A complete list of STOP legend, miscellaneous legend and pavement markings are provided in a table on Plan Sheet No. 3. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

16. 24” Thermoplastic Solid White/Yellow Stripe, Bid Item 16:

Item includes but is not limited to installation of 24” thermoplastic solid white/yellow striping, per project plans and per the California MUTCD and complete removal of existing striping and pavement markings. It includes stop bar, crosswalk, etc. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

17. 12” Thermoplastic Solid White/Yellow Stripe, Bid Item 17:

Item includes but is not limited to installation of 12” thermoplastic solid white/yellow striping, per project plans and per the California MUTCD and complete removal of existing striping and pavement markings. It includes stop bar, crosswalk, etc. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

18. 8” Thermoplastic Solid White Stripe, Bid Item 18:

Item includes but is not limited to installation of 8” thermoplastic solid white stripe, per plans and per Caltrans 2015 Revised Standard Plan A20D and complete removal of existing striping and pavement markings. It includes turning pocket lanes, etc. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required.

19. 6” Thermoplastic Double Yellow Stripe, Bid Item 19:

Item includes but is not limited to installation of 6” thermoplastic double yellow stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20A, D-22 and complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

20. 6” Thermoplastic Solid White Stripe, Bid Item 20:

Item includes but is not limited to installation of 6” thermoplastic solid white stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20B, D-27B and complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

21. 6” Thermoplastic Skip White/Yellow Stripe, Bid Item 21:

Item includes but is not limited to installation of 6” thermoplastic skip white/yellow thermoplastic stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20A, D-2 for centerlines; A20A, D-9 for lane lines; A20D, D-39 and D-39A for bike lane line; and complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

22. 4” Thermoplastic Solid White/Yellow Stripe, Bid Item 22:

Item includes but is not limited to installation of 4” thermoplastic solid white/yellow stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20B, D-27B for right edge line or D-24 for left edge line; A20D, D-39 and D-39A for bike lane line; and complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

23. 4” Thermoplastic Skip White/Yellow Stripe, Bid Item 23:

Item includes but is not limited to installation of 4” thermoplastic skip white/yellow stripe, per project plans and per Caltrans 2015 Revised Standard Plan A20B, D-27B for right edge line or D-24 for left edge line; A20D, D-39 and D-39A for bike lane line; and complete removal of existing striping and pavement markings. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

24. Two-Way Thermoplastic Left Turn Yellow Stripe, Bid Item 24:

Item includes but is not limited to installation of Two-Way Left Turn yellow thermoplastic stripe, per project plans and per Caltrans Standard Plan A20B, Detail 32. The length shown in linear footage measuring along street centerline. One linear foot includes both 6" solid striping, both 6" skip striping and pavement markers on each side of both solid striping. Payment for this item shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals require.

25. Green Bike Lane, Bid Item 25:

Payment for the Green Bike Lane shall be made at the unit price denoted within the proposal and shall include surface preparation, layout, material placement, curing, protection, and all labor, materials, tools, etc. to install the markings within the bike lanes per plans and specifications by painting a solid "Bike Path Green" using Streetbond CL or approved equal.

26. Unforeseen work <u>not</u> covered within all other bid items, Bid Item 26:

Payment for the unforeseen work not covered within all other bid items shall be made at the contract price per lump sum (LS) and shall constitute full compensation for all labor, materials, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any required work that is outside of the proposed bid unit cost, shall be performed based on the Time and Material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may not be spent entirely.

27. Demobilization, Bid Item 27:

Payment for Demobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01740.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

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SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor's waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a "Daily Extra Work Report" (DEWR) to the Inspector. The "Daily Extra Work Report" shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor’s and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone :

	BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

	BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
	TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	**$0.00**	**AMOUNT DUE THIS PERIOD**	**$0.00**

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SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED". Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR'S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01571 STORMWATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

This project is subject to the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, and all amendments. All permit related documents can be located at the State Water Resources Control Board (SWRCB) website at www.waterboards.ca.gov. This project lies within the boundaries of the Santa Ana Regional Water Quality Control Board (RWQCB). The project is also covered by the municipal MS4 permit, Santa Ana-Order No. R8-2010-0036. Guidance manuals applicable to this project are the California Best Management Practices Handbooks found at www.cabmphandbooks.com.

The Contractor shall be responsible for complying with the SWPPP and all laws, codes, ordinances, and requirements of the governing agencies regarding the discharge of pollutants, pollution control devices, and any other related stormwater and non-stormwater requirements for this project, including but not limited to reporting, sampling, and amendments.

The Contractor shall have the necessary training and certifications to implement the SWPPP, conduct inspections and maintain the required water pollution control practices. See Section "QUALIFIED SWPPP PRACTITIONER (QSP)".

The Contractor shall follow all requirements of the prepared job specific Storm Water Pollution Prevention Plan (SWPPP) including the Construction Site Monitoring Program Requirements (CSMP). The contractor shall provide a Qualified SWPPP Practitioner (QSP) to implement all requirements of the SWPPP. The QSP shall be responsible for monitoring and sampling as required by the CSMP.

Approval of the SWPPP must be completed prior to the start of construction activity. However, the contract time will commence.

PART 2 - STORMWATER POLLUTION PREVENTION PLAN PREPARATION

If required under Order No. 2009-0009-DWQ, CAS000002, or its amendments, the Contractor shall prepare a SWPPP for the project. The SWPPP provides the general stormwater approach for the project and the minimum necessary BMPs. The contractor shall provide a Qualified SWPPP Practitioner (QSP) for this project and submit to the City copies of the required certifications or registrations for the QSP prior to SWPPP approval.

The California Storm water Quality Association (CASQA) has prepared a SWPPP template for use with Order No. 2009-0009-DWQ, CAS000002. The SWPPP template provides the general storm water approach for the project and the minimum necessary BMPs. The SWPPP template is not to be a considered a final and complete document until it has been completed and approved by a Qualified SWPPP Developer (QSD). The QSD is expected to include in the updated Final

SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the project approach.

The QSD shall use the CASQA SWPPP template for preparation of the SWPPP. The Caltrans SWPPP template shall not be used.

Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Storm Water Pollution Prevention Plan (SWPPP) for review. SWPPP review shall be in accordance with the requirements set forth in Section 01330 of the General Requirements. Once all of the noted revisions have been made and the SWPPP is complete for submittal to the State, two (2) final signed hardcopies and one (1) electronic copy of the SWPPP must be submitted to the Engineer for acceptance. The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request by a representative of the City of Redlands, the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third-parties for review of the SWPPP shall be directed to the Project Engineer. The Contractor shall notify the Engineer immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. Contractor shall immediately send all correspondences, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer.

The SWPPP shall be updated or amended as necessary or as required for compliance purposes. All updates to the SWPPP shall be per the guidelines contained therein. A copy of the SWPPP must be kept at the project site at all times. In the case of a linear construction project (water, sewer, street), where no field office has been established, the copy of the SWPPP shall be kept by the contractor's foreman in the vicinity of the actual construction and made available within thirty (30) minutes of request. The SWPPP shall be made available upon request by a City Inspector, a representative of the Regional Water Quality Control Board or the State Water Resources Control Board. Requests made by the public or other third parties for review of the SWPPP shall be directed to the City Engineer.

PART 3 - SWPPP IMPLEMENTATION

Unless otherwise specified, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control devices; and practices specified in the SWPPP, its amendments, or by the City Inspector. Unless otherwise directed by the City Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work, regardless of reason, unless specified otherwise in writing by the City Engineer. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control devices and practices shall conform to the requirements in the SWPPP and these special provisions.

The National Weather Service (http://www.srh.noaa.gov/) weather forecast shall be monitored and used by the Contractor on a daily basis. If there is a forecast of 50% or greater probability of precipitation in the project area, the necessary water pollution control devices, plans and practices shall be deployed prior to the onset of the precipitation and immediate notice provided

to the City Engineer. The contractor's QSP shall be required to prepare and submit a Rain Event Action Plan (REAP), if required, any time the probably of rainfall is 50% or greater.

For the purposes of erosion and sediment control, disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 14 days. Non-active areas shall be protected as prescribed in the General Construction Permit within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

If the City Inspector finds the contractor is not in compliance with the SWPPP or any other applicable pollution control laws or regulations, the City Inspector shall direct the contractor to correct the violation. The Contractor shall immediately take measures to correct the violation or notify the City Engineer in writing why correcting the violation immediately is not possible and provide a timetable by which the violation will be corrected. The City Engineer may accept the timetable, reject it or modify it. Under no circumstances will the contractor submit a timetable that exceeds the duration of construction in the immediate area. If the Contractor fails to correct the identified violation by the date agreed upon or prior to the onset of precipitation, the project shall be in nonconformance with these specifications and subject to the remedies as described in Section "LEGAL RELATIONS AND RESPONSIBILITY".

Installing, inspecting and maintaining water pollution control practices on areas outside the City of Redlands right of way, not specifically arranged and provided for by the City of Redlands in the execution of this contract, will not be paid for without prior written approval.

No work required by regulatory agencies, and for which the Contractor would request additional compensation from the City, shall be started without prior approval from the City Engineer.

PART 4 - MAINTENANCE

To ensure the proper implementation and correct functioning of water pollution control devices and practices, the Contractor shall assign a Qualified SWPPP Practitioner (QSP) to regularly inspect and maintain the construction site's water pollution control devices and practices as identified in the SWPPP. The frequency of the inspections shall be in accordance with the SWPPP. In the event of multiple consecutive violations, the City Engineer may increase the frequency of the inspections. These additional inspections shall be at the Contractor's expense based on the current adopted resolution establishing such fees.

The QSP/Contractor shall document the inspections findings, using photographs and a written narrative, and if necessary, make the necessary corrections to the water pollution control practices or devices. One copy of each site inspection record shall be submitted to the City Engineer within 5 working days of completing the inspection. The QSP/Contractor shall submit one copy of each Rain Event Action Plans (REAP), when required, within 12 hours of anticipated precipitation event. The QSP/Contractor shall also submit one copy of each monitoring/sampling report, when required, within 24 hours of receiving the results. The contractor shall be responsible for all expenses incurred in the reporting process.

PART 5 - REPORTING REQUIREMENTS - DISCHARGE

If the Contractor identifies discharges leaving the construction site or flowing into drainage systems or surface waters in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the City Engineer. The Contractor shall submit a written report to the City Engineer in less than 24 hours of the discharge event, notice, or order. The report shall include the following information:

A. The date, time, location, nature of the operation, and type of discharge, including the cause or type of the notice or order Contractor received.

B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.

C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.

D. An implementation and maintenance schedule for affected water pollution control practices.

The contractor shall also submit any reports required by the SWPPP or the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities to the appropriate agencies. The contractor shall be responsible for all expenses incurred in the reporting process. Any required sampling shall be done by the contractor or his QSP in compliance with the SWPPP.

PART 6 - REPORTING REQUIREMENTS – ANNUAL REPORT and NOTICE OF TERMINATION

The contractor shall be responsible for preparing the Annual Report. The Annual report shall be prepared per Section XVI. ANNUAL REPORTING REQUIREMENTS of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Annual Report must be prepared by or under the direction of a QSP.

1) The contractor or QSP shall prepare an Annual Report no later than August 15th of each year.

2) The contractor or QSP shall certify each Annual Report in accordance with the Special Provisions.

3) The contractor or QSP shall retain an electronic or paper copy of each Annual Report for a minimum of three years after the date the annual report is filed.

4) The contractor or QSP shall include storm water monitoring information in the Annual Report consisting of:

   a) A summary and evaluation of all sampling and analysis results, including copies of laboratory reports;

   b) The analytical method(s), method reporting unit(s), and method detection limit(s) of each analytical parameter (analytical results that are less than the method detection limit shall be reported as "less than the method detection limit");

   c) A summary of all corrective actions taken during the compliance year;

   d) Identification of any compliance activities or corrective actions that were not implemented;

   e) A summary of all violations of the General Permit;

   f) The names of individual(s) who performed the facility inspections, sampling, visual observation (inspections), and/or measurements;

   g) The date, place, time of facility inspections, sampling, visual observation (inspections), and/or measurements, including precipitation (rain gauge); and

   h) The visual observation and sample collection exception records and reports specified in Attachments C, D, and E.

5) The contractor or QSP shall provide training information in the Annual Report consisting of:

   a) Documentation of all training for individuals responsible for all activities associated with compliance with this General Permit; 2009-0009-DWQ 40 September 02, 2009 Order 2009-0009-DWQ 41 September 02, 2009

   b) Documentation of all training for individuals responsible for BMP installation, inspection, maintenance, and repair; and

   c) Documentation of all training for individuals responsible for overseeing, revising, and amending the SWPPP.

A copy of the Annual Report shall be submitted to the City no later than 9 A.M. each August 15th. In the event August 15th is a Friday, Saturday, or Sunday, the report shall be submitted no later than 5 P.M. on the Thursday prior to August 15th. If the project is completed prior to August 1st, regardless of when the project started, the Annual Report is due within two weeks of project completion. The contractor shall submit two hard copies of the annual report and one digital copy in PDF format on compact disc (CD).

Failure to submit the Annual report within the timeframes specified will result in progress payments and/or retention release being delayed and/or withheld. The City of Redlands, at its discretion, may complete the annual report based on records provided by the contractor. The contractor shall reimburse the city the full cost of creating the Annual Report along with an administrative fee not to exceed 1.7 times the total cost. The contractor shall also be liable for any fines or judgments levied by the Regional Water Quality Control Board against the City of Redlands as a result of the contractors failure to provide the annual report within the time frames listed above.

Under no circumstances does the submittal of a copy of the Annual Report to the City of Redlands relieve the contractor of his responsibility to maintain the Annual Report records for a minimum of three years after the date of submittal.

The contractor shall be responsible for preparing the Notice of Termination. The Notice of Termination shall be prepared within 30 days of the cessation of construction and shall meet all the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002. The Notice of Termination must be prepared by or under the direction of a QSP.

Along with submitting the Notice of Termination to the City of Redlands, the QSP shall submit one (1) hard copy and one (1) electronic copy of the Storm Water Pollution Prevention Plan (SWPPP), including all inspection reports, photographs and other documents as required by the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board. Order No. 2009-0009-DWQ, CAS000002, to the Engineer.

PART 7 - WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET

The Contractor shall submit a completed Water Pollution BMP budget, which itemizes the BMPs for water pollution control work. The Contractor shall identify items, quantities, and values for all water pollution control work. The Water Pollution BMP budget shall provide a cost breakdown for the water pollution control work based on BMP quantity, unit cost, and total amount.

The Contractor shall be responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of water pollution control will not be made until the Water Pollution BMP budget is approved by the Engineer. Overhead and profit, except for time-related overhead, shall be included in the individual line items listed in the Water Pollution BMP budget. Line item quantities indicated in the Water pollution BMP budget in this section shall be considered project-specific minimums. All the BMPs listed in the Water Pollution Control BMP budget can be referenced in the CASQA Construction BMP Handbook.

PART 8 - PAYMENTS AND PENALTIES

The Water Pollution BMP budget shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in reviewing, updating, and implementing a Storm Water Pollution Prevention Plan, including installing, constructing, removing and disposing of water pollution control devices and practices, and non-stormwater management and waste management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the City Engineer.

It shall be understood that the City of Redlands and/or the City Engineer's acceptances does not relieve the Contractor of his/her full responsibility, legally and/or financially, to repair damages resulting from inadequacy and/or insufficiency of water pollution control devices and practices that were installed by the Contractor during construction activity.

PART 9 - LEGAL RELATIONS AND RESPONSIBILITY

The City Inspector may use any of the following measures if violations are not corrected in a timely manner or if the violation may present a danger to public health or to the environment; notices of correction or violation, stop work orders, citations, and using City staff or third party contractors to correct the problem. In the event that the above measures do not resolve the issues, the City Inspector shall inform the State Water Resources Control Board (SWRCB) of the violation and request their intervention.

The Contractor shall be solely responsible for penalties assessed or levied on the Contractor or the City of Redlands as a result of the Contractor's failure to comply with the provisions in this section, including but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and requirements as set forth, therein. Penalties shall also include payment made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations or requirements, Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations. This shall apply regardless of the source issuing the penalties.

In the event a stop work order has been issued, the days passing between the discovery of the violation until the violation has been resolved and the stop work order has been lifted, shall be considered "working" days and shall not negate any claims by the City of Redlands for liquidated damages.

If the Contractor fails to correct violations immediately or within the time table established with the City Engineer, the City of Redlands may elect to use City staff or a third party to bring the project into compliance. The Contractor shall be responsible for the cost incurred by the City of Redlands when using City staff or a third party to bring the project into compliance. The City of Redlands reserves the right to add an additional fifteen (15) percent to the costs to cover administrative expenses.

PART 10 - RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the City of Redlands may retain money due the Contractor under the contract, in an amount determined by the City, up to and including the entire amount of penalties proposed, assessed or levied as result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the City until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are resolved with the entity seeking the penalties.

When a regulatory agency or third party identifies a failure to comply with the Permits and modifications, thereto, the Manuals, or other Federal, State or local requirements, the City of Redlands may retain money due to the Contractor, subject to the following:

A. The amounts retained, due to Contractor's failure to conform to the provisions in this section, will be released for payment on the next monthly estimate for partial payment providing the corrections have been implemented and maintained and when water pollution has been adequately controlled, as determined by the City Engineer.

During the estimated period that the Contractor fails to conform to the provisions in this section, the City may retain an amount equal to 25 percent of the estimated value for the contract work performed.

PART 11 - QUALIFIED SWPPP PRACTITIONER (QSP)

The General Construction Permit requires a Qualified SWPPP Practitioner (QSP) to oversee implementation of the BMPs and to ensure proper project oversight. Any contractors bidding and/or awarded a contract for any projects for the City of Redlands subject to the provisions of the General Permit shall employ a QSP. Prior to being awarded a construction contract, the successful bidder shall submit the name of the QSP to the City or Redlands for approval.

The QSP shall be responsible for the elimination of all unauthorized discharges and the preparation and submittal of an annual compliance evaluation report.

END OF SECTION

SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

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SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least thirty (30) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

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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STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

PART 1 – GENERAL

1.1 DESCRIPTION

A. **StreetBondCL** cycle lane coating is a highly specialized coating specifically designed for application onto asphalt pavement to demarcate cycle lanes.

B. **StreetBondCL** Advanced Coatings for Asphalt are specifically formulated for application to asphalt pavement and have been confirmed by a certified testing facility to possess a balance of performance properties for a durable and color-fast finish.

C. A variety of colors are available, including green and red. Please refer to www.streetbond.com to view these. Custom colors are available upon request as well as LEED compliant colors.

D. **StreetBondCL** cycle lane coating performance has been tested and verified by an independent recognized testing laboratory. A Certificate of Analysis confirming these test results is available through either an Accredited Applicator or directly from Quest Construction Products (800-541-4383). Please refer to the certified performance properties of **StreetBondCL** cycle lane coating outlined in Section 2 of this specification.

E. **StreetBondCL** coatings are only available from Quest Construction Products, (Tel. 800-541-4383).

F. Qualifications. Only **Accredited Applicators** may bid for and perform the imprinted portion of this work. Please refer to **Section 1.3 DEFINITIONS.**

1.2 REFERENCES

A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.

B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

C. ASTM D-2697 Standard Test Method for Volume of Nonvolatile Matter in Clear or Pigmented Coatings.

D. ASTM D522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.

E. ASTM D1653 Standard test method for water vapor transmission or organic film coatings.

F. ASTM G-155 Accelerated Weathering Environment Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials.

G. ASTM D 2369 Weight Solids Standard test method for Volatile Content of Coatings.

H. ASTM D 1475 Standard Test method for Density of Paint, Varnish, Lacquer, Other related products.

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

I. ASTM D-2240 (2000) Standard Test Method for Rubber property – Durometer hardness.
J. ASTM D-5895 Standard Test Method of drying or curing during film formation of organic coatings using mechanical recorders.
K. ASTM D-570 Standard Test Method for water absorption of plastics.

1.3 DEFINITIONS

A. **"Accredited Applicator"** has a valid Accreditation Certificate as offered by Quest Construction Products. (Tel. 800-541-4383). **StreetBond** applicators are reviewed on an annual basis. All **Accredited Applicators** have been qualified by Quest Construction Products to perform the Work.
B. **"Applicator"** means the installer of the **StreetBond** coatings.
C. **"Owner"** means the Owner and refers to the representative person who has decision making authority for the Work.
D. **"Textured asphalt pavement"** is asphalt pavement that has been subjected to imprinting or stamping in a specific pattern.
E. **"Non-textured asphalt pavement"** is asphalt pavement that is unstamped and is sometimes referred to as "flatwork".
F. **The "Work"** is the asphalt pavement texturing work contemplated in this bid submission and specification.
G. **"Scuffing"** is a "tear" of the asphalt pavement caused by an external force. Stationary vehicle tires turning on the pavement surface is a typical cause.
H. **"Layer"** is a pass, using the RSG spray gun, that is allowed to dry before the next pass is applied.

1.4 SUBMITTALS

A copy of the Accreditation Certificate, available from the **Applicator,** is required with submittal.

PART 2 – PRODUCTS

2.1 MATERIALS – STREETBONDCL COATING

StreetBondCL coating has been scientifically formulated to provide the optimal balance of performance properties for a durable, long lasting color and texture finish to asphalt pavement surfaces. Some of these key properties include wear and crack resistance, color retention, adhesion, minimal water absorption and increased friction properties. **StreetBond** coatings are environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC).

A. **StreetBondCL** is a premium epoxy modified, acrylic, waterborne coating specifically designed for application on asphalt pavements. It has a balance of properties to ensure good adhesion and movement on flexible pavement,

while providing good durability. **StreetBondCL** is durable in both dry and wet environments.

B. StreetBond Colorant is a highly concentrated, high quality, UV stable pigment blend designed to add color to **StreetBondCL**. One unit of Colorant shall be used with one pail of **StreetBondCL** coating material.

2.1.1 Properties of StreetBond coatings

The following tables outline the physical and performance properties of the **StreetBond** coatings as determined by an independent testing laboratory.

TABLE 1: Typical Physical Properties of StreetBondCL Coatings.

Characteristic	Test Specification	StreetBondCL
Solids by Volume	ASTM D-2697	**55%**
Solids by Weight	ASTM D-2369	**68.9%**
Density	ASTM D-1475	**13.34 lbs/gal (1.599 kg/l)**

TABLE 2: Typical Performance Properties of StreetBond Coatings

Characteristic	Test Specification	StreetBondCL	
Dry time (To re-coat)	ASTM D-5895 23℃; 37% RH	**35 min**	
Taber Wear Abrasion Dry H-10 wheel	ASTM D-4060 1 day cure	**0.98 g/1000 cycles**	
Taber Wear Abrasion Wet H-10 wheel	ASTM D-4060 7 days cure	**3.4 g/1000 cycles**	
Accelerated Weathering Environment	ASTM G-155 2,000 hours (CIE Units)	**ΔE = 0.49** **(brick color)**	
Hydrophobicity Water absorption	ASTM D-570	**8.3%** **(9 days immersion)**	
Shore hardness	ASTM D-2240	**63 Type D**	
Mandrel Bend	ASTM D522-93A	**1/4" @ 21°C**	
Permeance	ASTM D1653	**3.45 g/m²/hr** **(52 mils)**	
VOC	Per MSDS	**23 g/l**	
Adhesion to Asphalt	ASTM D-4541	**Substrate Failure**	
Friction Wet	ASTM E-303 British Pendulum Tester	**WP* coated**	**64**
		WP* uncoated	**57**
		AC coated**	**73**
		AC uncoated**	**60**

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

*WP – test conducted on asphalt pavement in wheel path
**AC – test conducted on asphalt pavement adjacent to curb.

Certificates of Analysis are available upon request for each of these properties.

2.2 EQUIPMENT FOR STREETBOND APPLICATION

The equipment described has been designed specifically for optimal application of StreetBond coatings. Other equipment may or may not be suitable and could compromise the performance of the StreetBond coatings and/or reduce crew productivity.

A. The **Rapid Sprayer II** is a proprietary coating sprayer supplied by Integrated Paving Concepts Inc. and is capable of applying the **StreetBond** coatings to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating.

B. The **StreetBond Coatings Mixer** is a motorized mixing device designed to ensure efficient and thorough blending of the **StreetBond** components.

C. The **Rapid Finisher II** is an electric powered broom supplied by Integrated Paving Concepts Inc. that can be used in the application of **StreetBond** coatings to improve productivity. It is especially useful on larger projects.

PART 3 - EXECUTION

3.1 GENERAL

StreetBond coating shall be supplied and applied on non-textured asphalt surface by an **Accredited Applicator** in accordance with the plans and specifications or as directed by the Owner. Do not begin installation without confirmation of an Accreditation Certificate.

3.2 PRE-CONDITIONS

The condition of the asphalt substrate will impact the performance of the **StreetBond** coatings. A highly stable asphalt pavement free of defects is recommended.

3.2.1 Pre-requisites for new asphalt pavement

A durable and stable asphalt pavement mix design installed according to best practices over a properly prepared and stable substrate is a pre-requisite for all long-lasting asphalt pavement surfaces. The application of **StreetBond** does not change this requirement.

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

3.2.3 Pavement Marking Removal: recommended guidelines

Pavement markings may be removed by sandblasting, water-blasting, grinding, or other approved mechanical methods. The removal methods should, to the fullest extent possible, cause no significant damage to the pavement surface.
The Owner shall determine if the removal of the markings is satisfactory for the application of **StreetBond** coatings. Work shall not proceed until this approval is granted.

3.2.4 Surface Preparation

The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

3.3 APPLICATION OF STREETBOND COATINGS

3.3.1 StreetBond Coating System Options

The selection of the appropriate **StreetBond** coating or system of coatings and the required number of layers of each is dependent upon the application as outlined here in **TABLE 3**.

TABLE 3: COATING SYSTEM OPTIONS

	Stamped Asphalt surface Scuff** concern	Stamped Asphalt surface No Scuff** concern	Non Stamped / Textured*** Asphalt surface
No Vehicle Traffic ▪ Pedestrian ▪ Cycle paths ▪ Sidewalks ▪ Plazas	N/A	3 layers StreetBond150	
Very Low Vehicle Traffic ▪ Residential	1 layer StreetBond150 over 2 layers StreetBond CemBase		3 layers StreetBond150
Low / Medium Vehicle Traffic ▪ Parking lots ▪ Low traffic crosswalks ▪ Low traffic entries ▪ Level Medians ▪ Cycle paths in traffic	2 layers StreetBond150 over 2 layers StreetBond CemBase		4 layers StreetBond150

Notes:

1. The **Applicator** can make the final determination of the coating system option to be used for the project.

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

2. Additional layers of **StreetBondCL** may be used to provide additional build thickness in high wear areas such as wheel paths and vehicle turning areas.

3. A maintenance program may be required for applications exposed to:

- scuffing
- abrasive materials (such as salt and sand)
- abrasive equipment (such as snow removal equipment)

3.3.2 Coating Application Guidelines

A. The **Applicator** shall use the **Rapid Sprayer II** to apply the **StreetBond** coatings.

B. The asphalt pavement surface shall be completely dry and thoroughly cleaned prior to application of the coatings.

C. The coating application shall proceed as soon as practical upon completion of the imprinting of the asphalt pavement where applicable.

D. The first layer of coating shall be spray applied then broomed to work the coating material into the pavement surface. Subsequent applications shall be sprayed then broomed or rolled. Each application of coating material shall be allowed to dry to the touch before applying the next layer.

E. The **Applicator** shall apply the **StreetBond** coatings only when the air temperature is 50℉ / (10℃) and rising and will no t drop below 50℉ / (10℃) within 24 hours. No precipitation should be expected within 24 hours.

3.4 COATING COVERAGE & THICKNESS

Recommended coating coverage and thickness is as outlined in **TABLE 4** below. Actual coverage may be affected by the texture of the asphalt pavement substrate and the imprint pattern selected. There will be less coverage with the first layer and higher coverage with subsequent layers.

TABLE 4: COATING COVERAGE AND THICKNESS

	COVERAGE (approx.)		THICKNESS (approx.)			
# OF LAYERS	TEXTURED (Offset brick) SF/pail	NON-TEXTURED SF/pail	WET		DRY	
			mm	mil	mm	mil
3	200	225	0.65	25.7	0.36	14.1
4	150	175	0.87	34.3	0.48	18.9

STREETBONDCL COATING APPLICATION TO NON-TEXTURED ASPHALT PAVEMENT SPECIFICATION

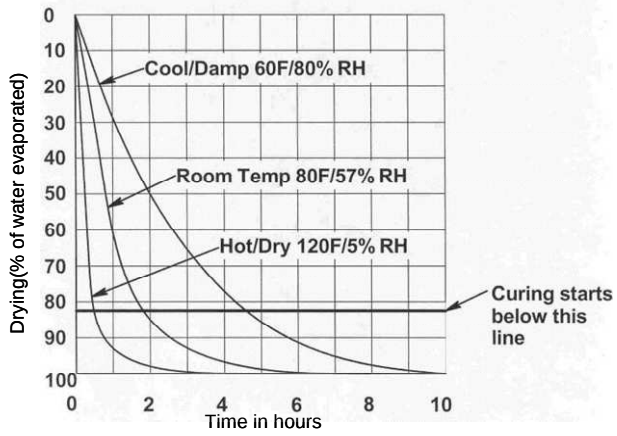
3.5 OPENING TO TRAFFIC

Minimally, the surface coating must be 100% dry before traffic is permitted. The following table is a guide:

3.6 EDGE STRIPING

Once **StreetBondCL** cycle lane coating has dried, a hot spray applied white stripe may be installed along the edge of the bike path if desired.

TABLE 5: COATING DRY TIMES (TYPICAL)



Coating Dry Time (Laboratory)

This graph shows the increase in drying time when temperatures are lower.

Environmental factors such as sunlight and wind play a major role in drying.

If StreetBond coatings are applied when moisture cannot evaporate, then the coating will not dry. The drying and curing of StreetBond coatings have a direct impact on performance.

PART 4 – MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

The measured area is the actual area of asphalt pavement where **StreetBond** has been applied, measured in place. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, bollards or by any public utility appurtenances within the area.

4.2 PAYMENT

Payment will be full compensation for all work completed as per conditions set out in the contract. For unit price contracts, the payment shall be calculated using the measured area as determined above.

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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																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2025

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
			1 1	2 2	3 3	4 4
5 5	6 6	7 7	8 8	9 9	10 10	11 11
12 12	13 13	14 14	15 15	16 16	17 17	18 18
19 19	20 20	21 21	22 22	23 23	24 24	25 25
26 26	27 27	28 28	29 29	30 30	31 31	

FEBRUARY

S	M	T	W	T	F	S
						1 32
2 33	3 34	4 35	5 36	6 37	7 38	8 39
9 40	10 41	11 42	12 43	13 44	14 45	15 46
16 47	17 48	18 49	19 50	20 51	21 52	22 53
23 54	24 55	25 56	26 57	27 58	28 59	

MARCH

S	M	T	W	T	F	S
						1 60
2 61	3 62	4 63	5 64	6 65	7 66	8 67
9 67	10 69	11 70	12 71	13 72	14 73	15 74
16 75	17 76	18 77	19 78	20 79	21 80	22 81
23 82	24 83	25 84	26 85	27 86	28 87	29 88
30 89	31 90					

APRIL

S	M	T	W	T	F	S
		1 91	2 92	3 93	4 94	5 95
6 96	7 97	8 98	9 99	10 100	11 101	12 102
13 103	14 104	15 105	16 106	17 107	18 108	19 109
20 110	21 111	22 112	23 113	24 114	25 115	26 116
27 117	28 118	29 119	30 120			

MAY

S	M	T	W	T	F	S
				1 121	2 122	3 123
4 124	5 125	6 126	7 127	8 128	9 129	10 130
11 131	12 132	13 133	14 134	15 135	16 136	17 137
18 138	19 139	20 140	21 141	22 142	23 143	24 144
25 145	26 146	27 147	28 148	29 149	30 150	31 151

JUNE

S	M	T	W	T	F	S
1 152	2 153	3 154	4 155	5 156	6 157	7 158
8 159	9 160	10 161	11 162	12 163	13 164	14 165
15 166	16 167	17 168	18 169	19 170	20 171	21 172
22 173	23 174	24 175	25 176	26 177	27 178	28 179
29 180	30 181					

JULY

S	M	T	W	T	F	S
		1 182	2 183	3 184	4 185	5 186
6 187	7 188	8 189	9 190	10 191	11 192	12 193
13 194	14 195	15 196	16 197	17 198	18 199	19 200
20 201	21 202	22 203	23 204	24 205	25 206	26 207
27 208	28 209	29 210	30 211	31 212		

AUGUST

S	M	T	W	T	F	S
					1 213	2 214
3 215	4 216	5 217	6 218	7 219	8 220	9 221
10 222	11 223	12 224	13 225	14 226	15 227	16 228
17 229	18 230	19 231	20 232	21 233	22 234	23 235
24 236	25 237	26 238	27 239	28 240	29 241	30 242
31 243						

SEPTEMBER

S	M	T	W	T	F	S
	1 244	2 245	3 246	4 247	5 248	6 249
7 250	8 251	9 252	10 253	11 254	12 255	13 256
14 257	15 258	16 259	17 260	18 261	19 262	20 263
21 264	22 265	23 266	24 267	25 268	26 269	27 270
28 271	29 272	30 273				

OCTOBER

S	M	T	W	T	F	S
			1 274	2 275	3 276	4 277
5 278	6 279	7 280	8 281	9 282	10 283	11 284
12 285	13 286	14 287	15 288	16 289	17 290	18 291
19 292	20 293	21 294	22 295	23 296	24 297	25 298
26 299	27 300	28 301	29 302	30 303	31 304	

NOVEMBER

S	M	T	W	T	F	S
						1 305
2 306	3 307	4 308	5 309	6 310	7 311	8 312
9 313	10 314	11 315	12 316	13 317	14 318	15 319
16 320	17 321	18 322	19 323	20 324	21 325	22 326
23 327	24 328	25 329	26 330	27 331	28 332	29 333
30 334						

DECEMBER

S	M	T	W	T	F	S
	1 335	2 336	3 337	4 338	5 339	6 340
7 341	8 342	9 343	10 344	11 345	12 346	13 347
14 348	15 349	16 350	17 351	18 352	19 353	20 354
21 355	22 356	23 357	24 358	25 359	26 360	27 361
28 362	29 363	30 364	31 365			

City Holiday

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2026

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 68	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		

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APPENDIX C
STANDARD DRAWINGS

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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

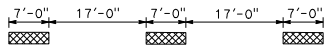
REGISTERED PROFESSIONAL ENGINEER — Atifa Ferouz — No. C80402 — Exp. 3-31-19 — CIVIL — STATE OF CALIFORNIA

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.

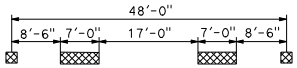
TO ACCOMPANY PLANS DATED _____

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



DETAIL 2



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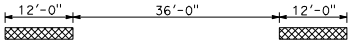
DETAIL 5



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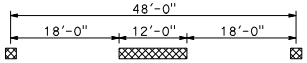

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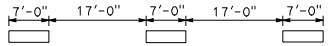
LANELINES
(MULTILANE HIGHWAYS)

DETAIL 8



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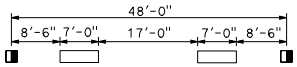

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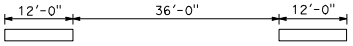
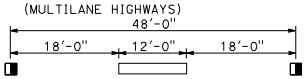
DETAIL 11



LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



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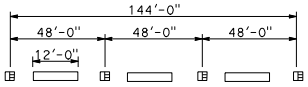
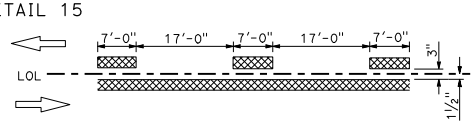
DETAIL 14A



NO PASSING ZONES-ONE DIRECTION

DETAIL 15



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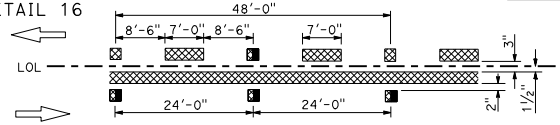

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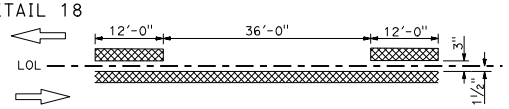
DETAIL 18



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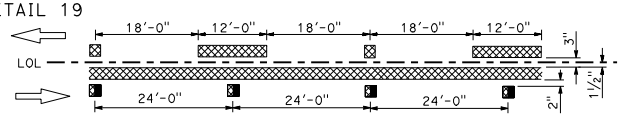

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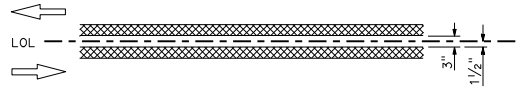
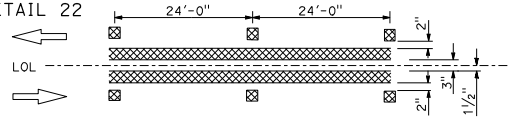
NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND

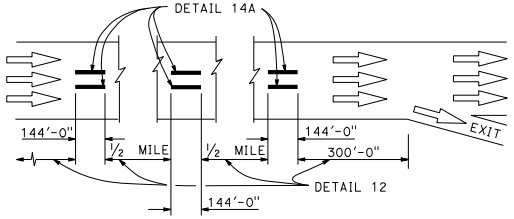
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

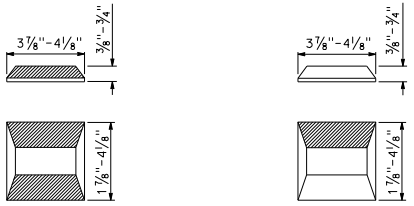
LINES

- 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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758 of 1055

2015 REVISED STANDARD PLAN RSP A20B

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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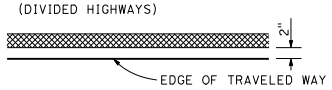
TO ACCOMPANY PLANS DATED _____

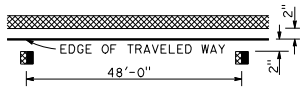
LEFT EDGELINES

(DIVIDED HIGHWAYS)

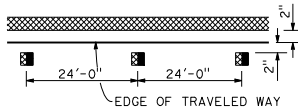
DETAIL 24



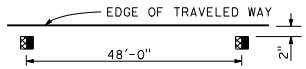
DETAIL 25



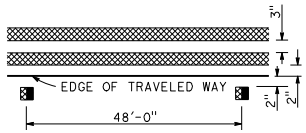
DETAIL 25A



DETAIL 26

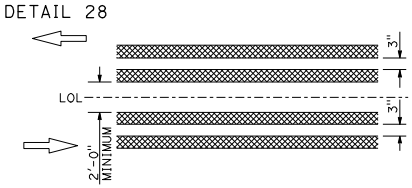


DETAIL 27

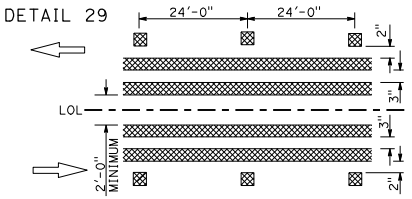


MEDIAN ISLANDS

DETAIL 28



DETAIL 29

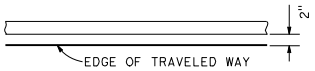


~~DETAIL 30~~ DETAIL 30 DELETED

RIGHT EDGELINES

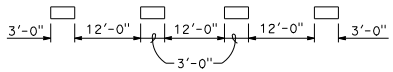
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



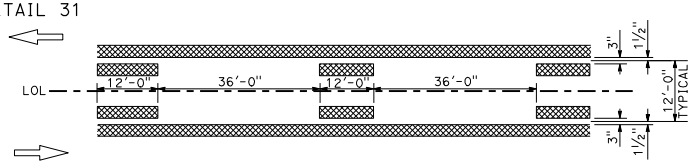
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

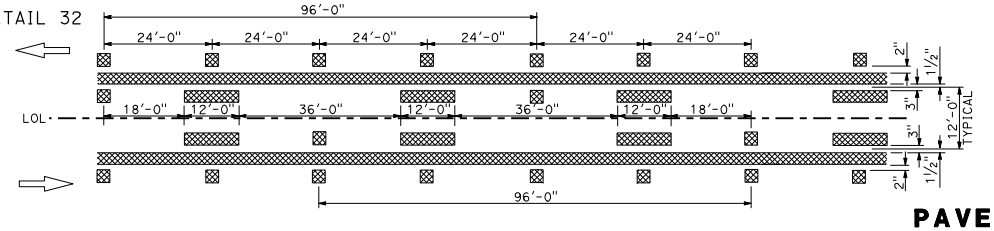


TWO-WAY LEFT TURN LANES

DETAIL 31



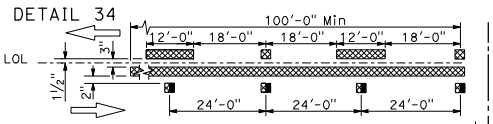
DETAIL 32



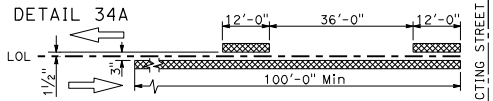
~~DETAIL 33~~ DETAIL 33 DELETED

INTERSECTION TREATMENTS

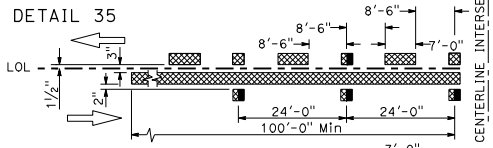
DETAIL 34



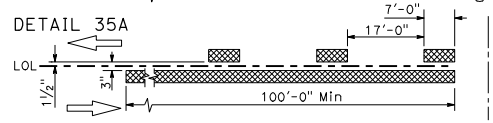
DETAIL 34A



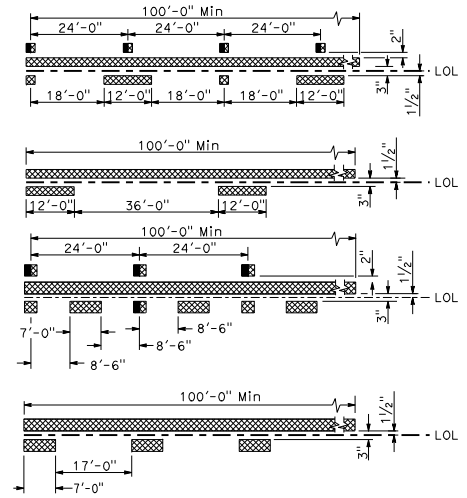
DETAIL 35



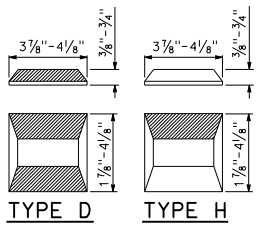
DETAIL 35A



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

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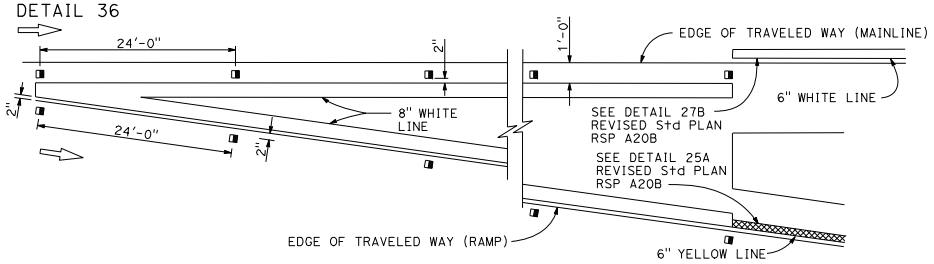
TO ACCOMPANY PLANS DATED _____

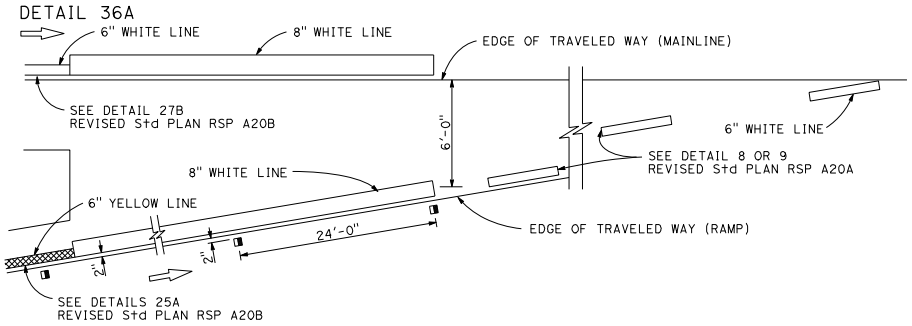
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



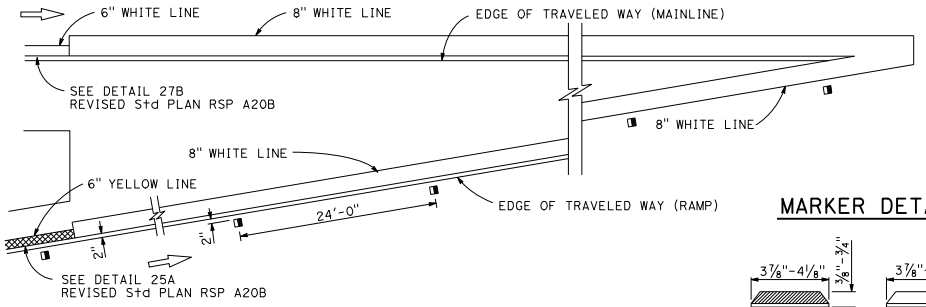
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B

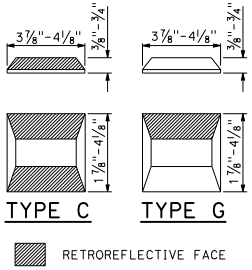


LEGEND:

MARKERS

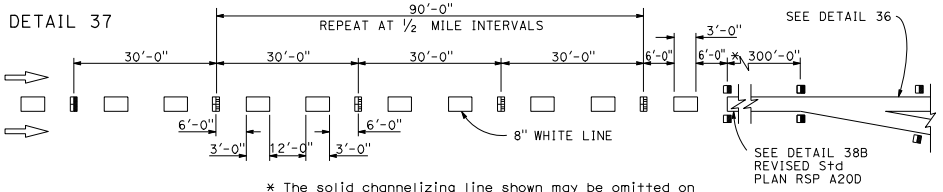
- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE

MARKER DETAILS



LANE DROP AT EXIT RAMPS

DETAIL 37

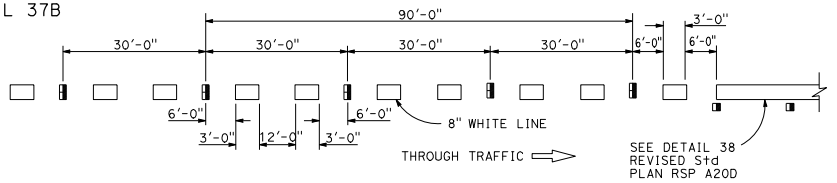


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~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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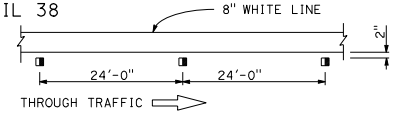
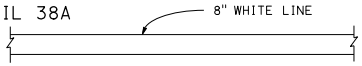
Redlands Regular Meeting of 12/16/25

CHANNELIZING LINE

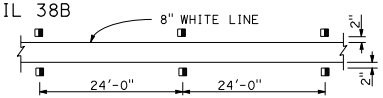
DETAIL 38



DETAIL 38A



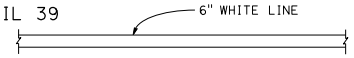
DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

BIKE LANE LINE

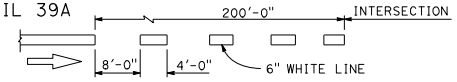
DETAIL 39



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

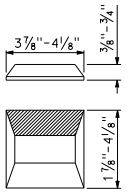
LEGEND

MARKERS

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

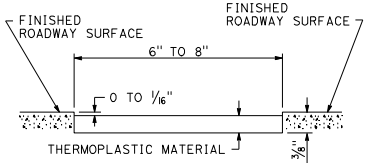
6" YELLOW LINE

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

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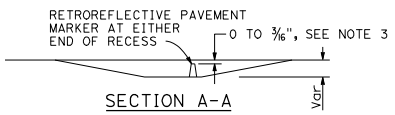
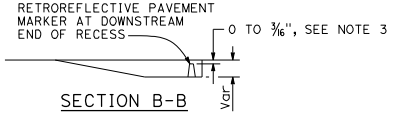
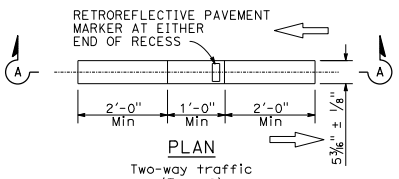
TO ACCOMPANY PLANS DATED _____



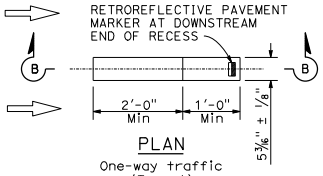
SECTION A-A



SECTION B-B

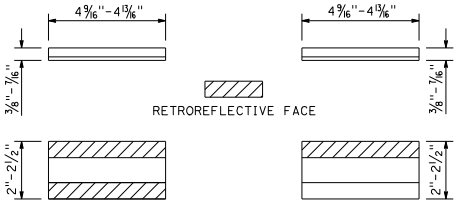


PLAN
Two-way traffic
(Type 2)



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

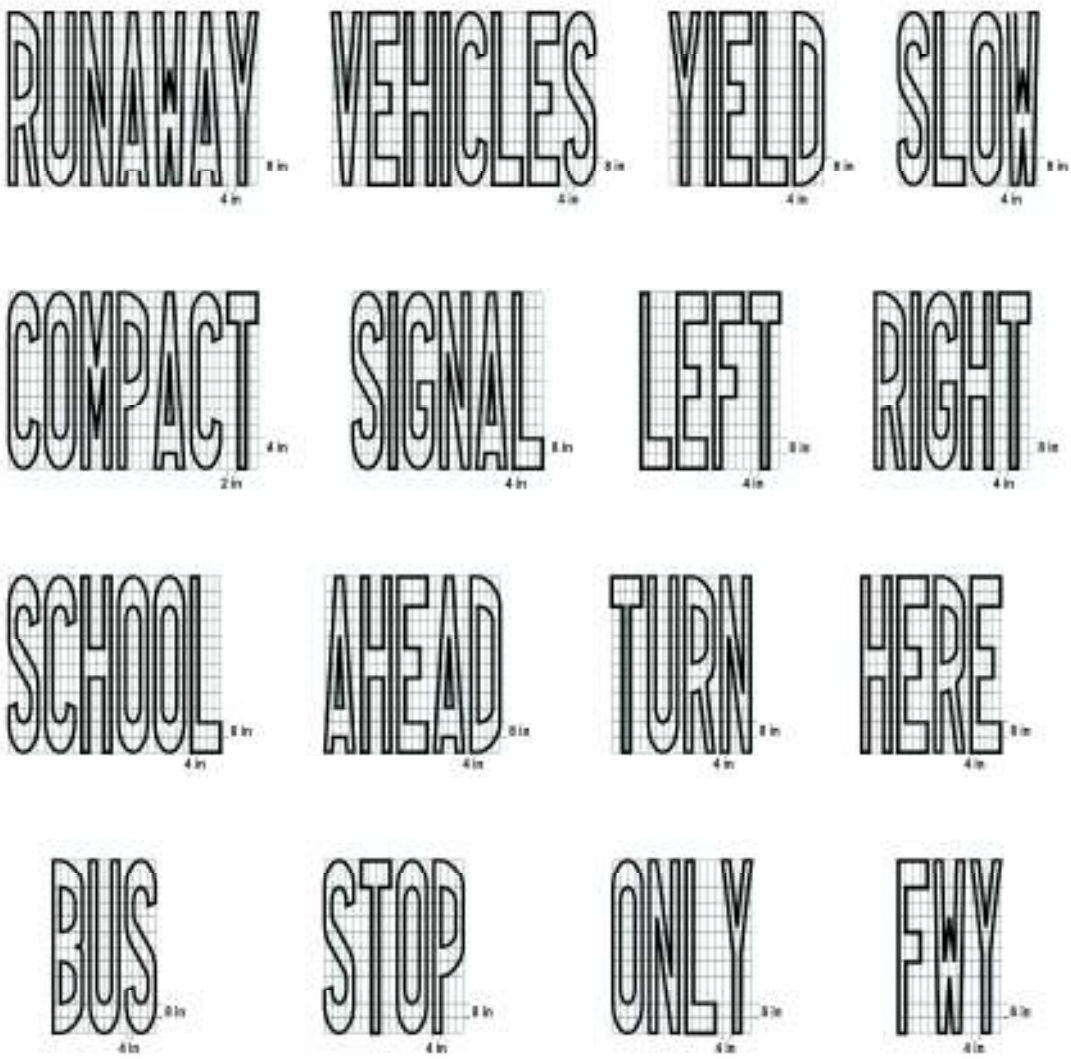
RSP A20D DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20D
DATED OCTOBER 30, 2015 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20D

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)

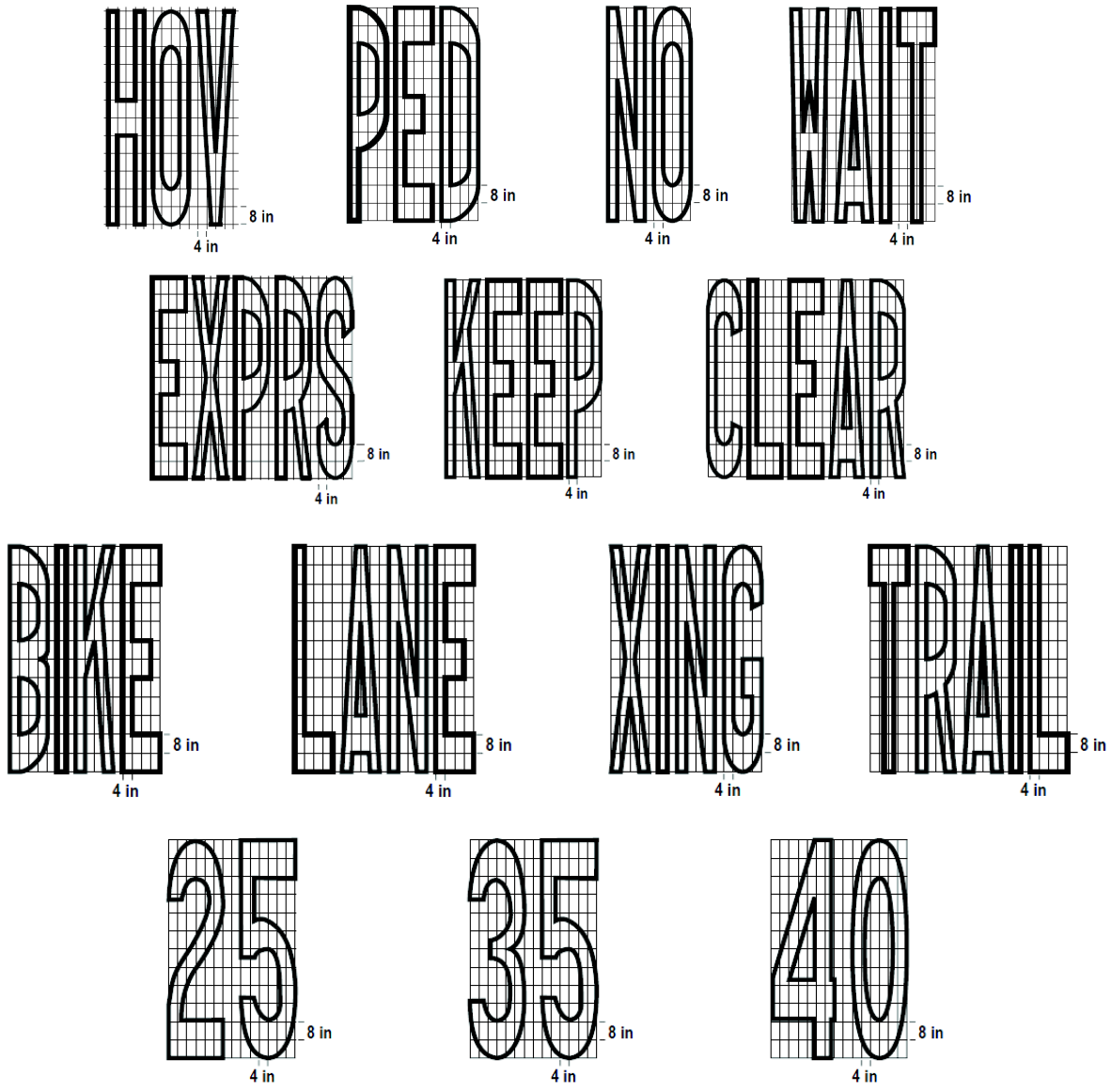


NOT TO SCALE

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)

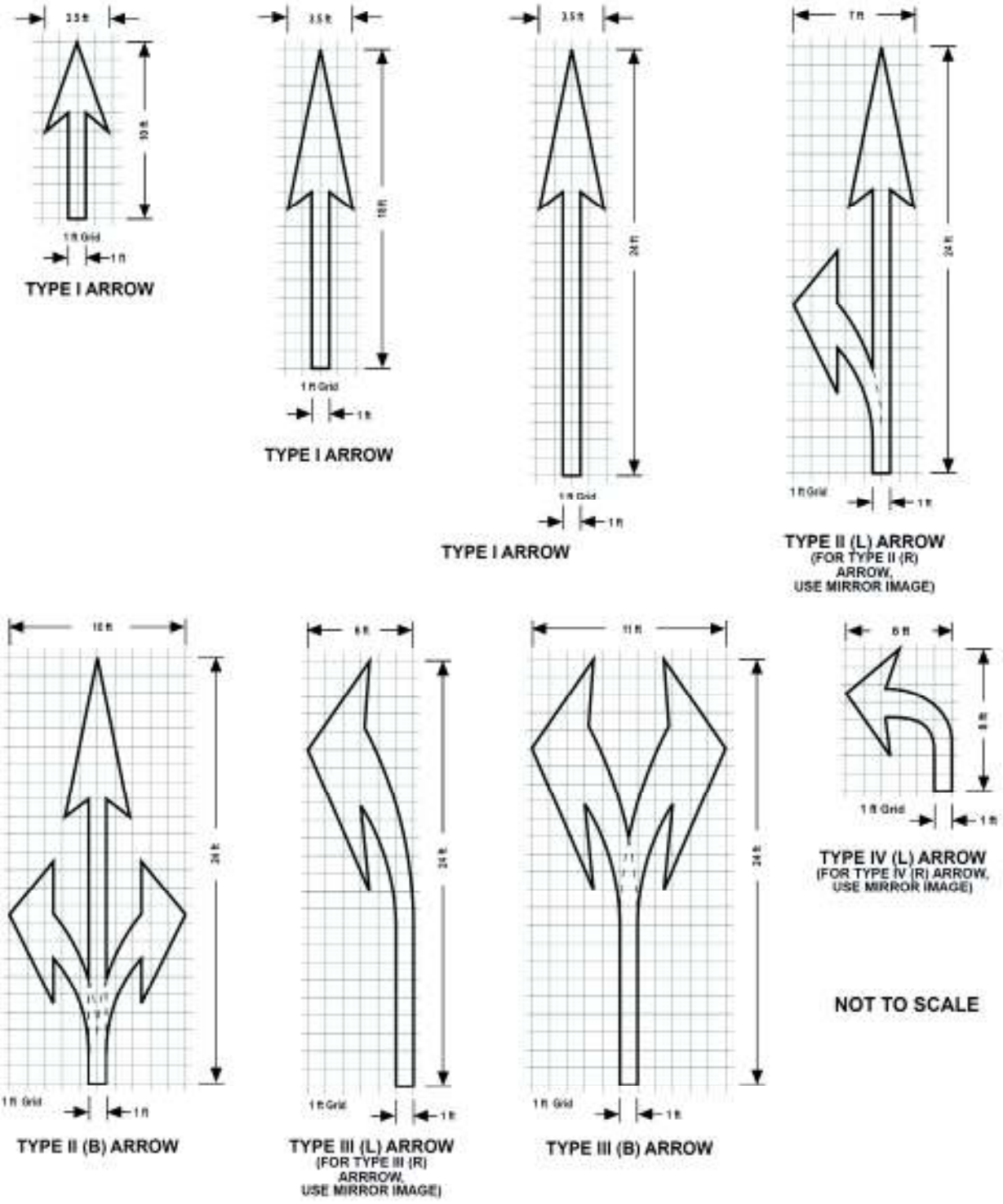


NOT TO SCALE

NOTES:

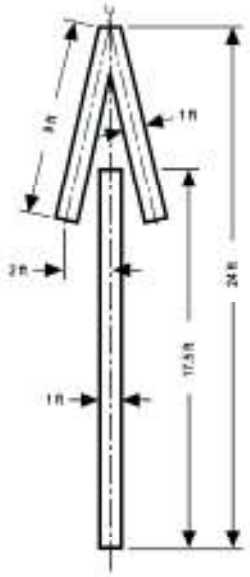
1. All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.
2. The design details for various words are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 1 of 8)

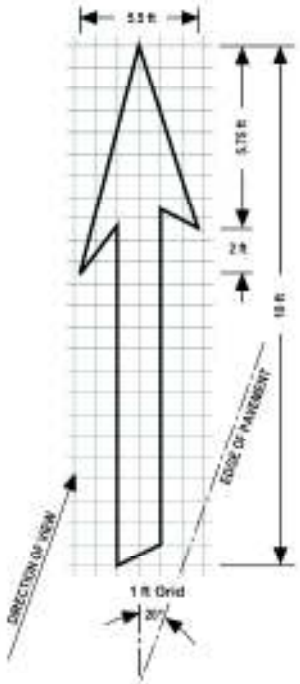


NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

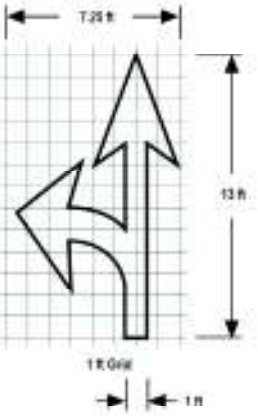
Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 2 of 8)



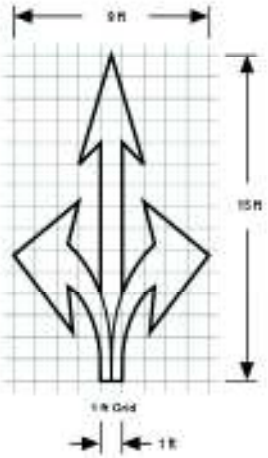
TYPE V ARROW



TYPE VI ARROW
RIGHT LANE DROP ARROW
(FOR LEFT LANE, USE MIRROR IMAGE)



TYPE VII (L) ARROW
(FOR TYPE (R) ARROW, USE MIRROR IMAGE)

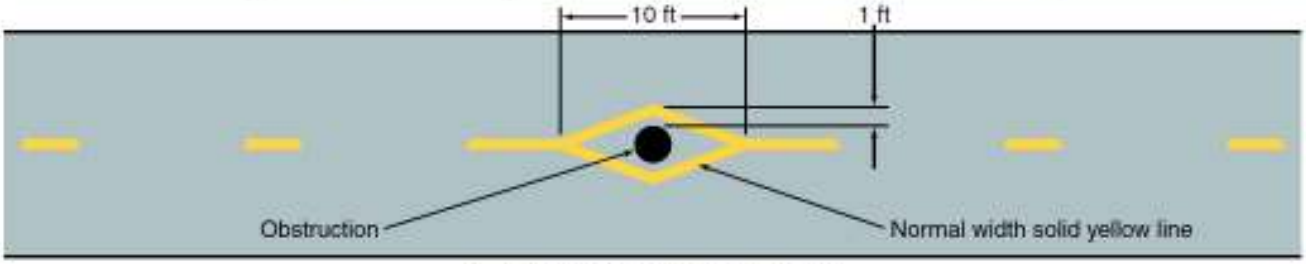


TYPE VIII ARROW

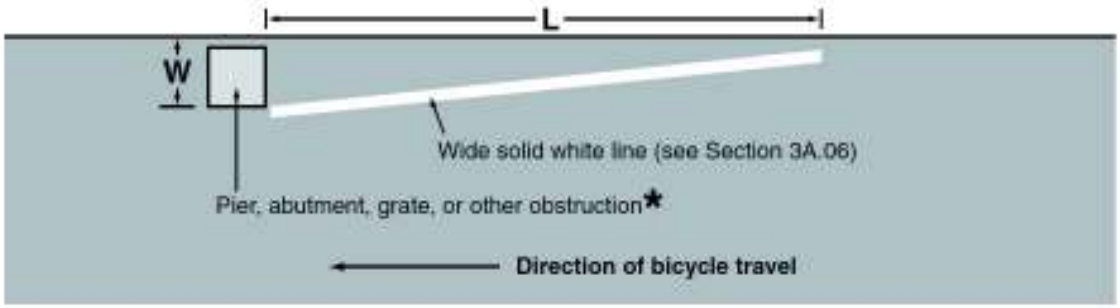
NOT TO SCALE

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

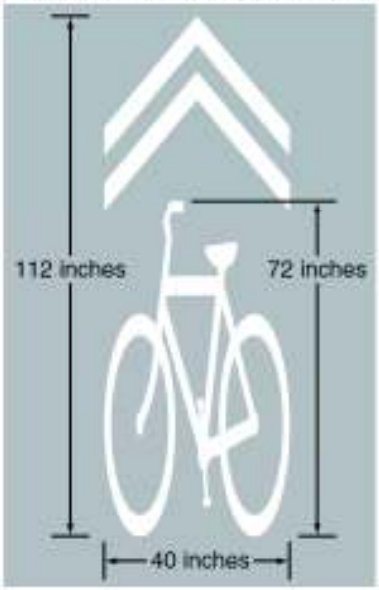


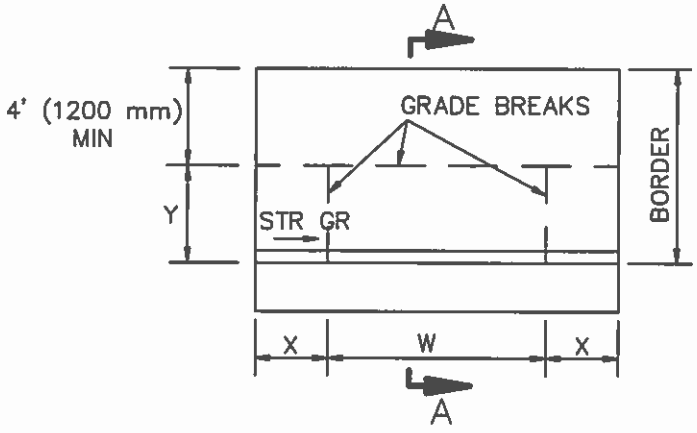
B - Obstruction at edge of path or roadway

L = WS, where W is the offset in feet and S is bicycle approach speed in mph

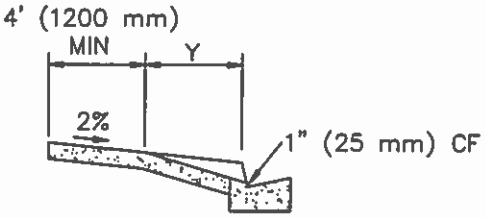
★ Provide an additional foot of offset for a raised obstruction and use the formula L = (W+1) S for the taper length

Figure 9C-9. Shared Lane Marking



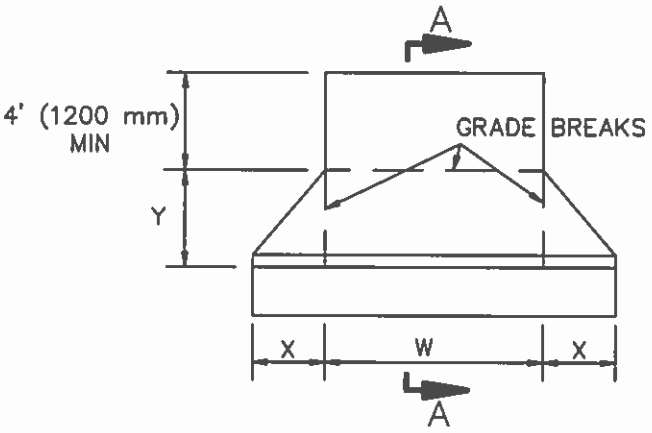


TYPE A

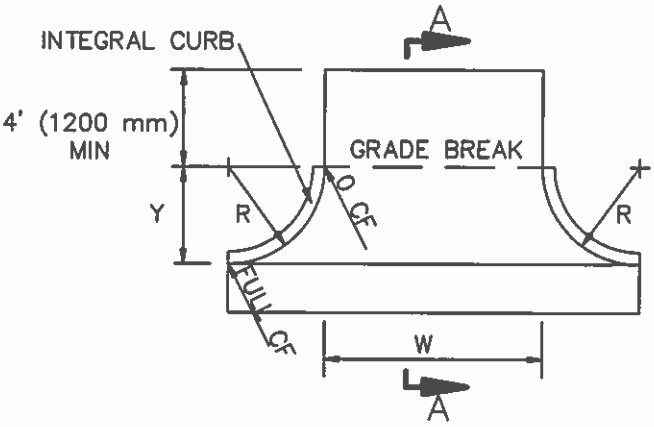


SECTION A–A

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

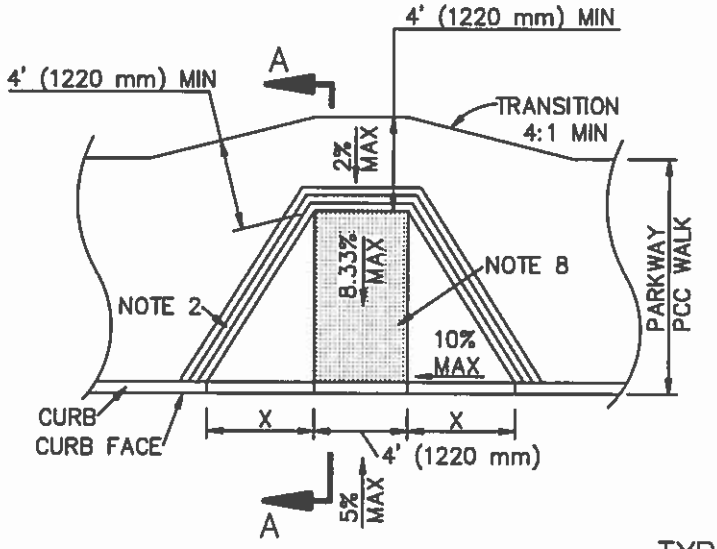
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

DRIVEWAY APPROACHES

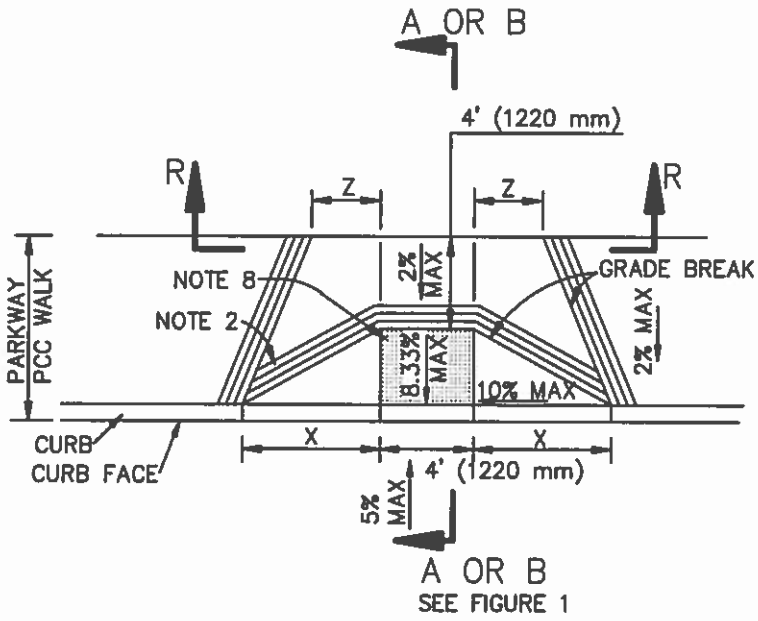
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 110–2

SHEET 1 OF 1



TYPE 1

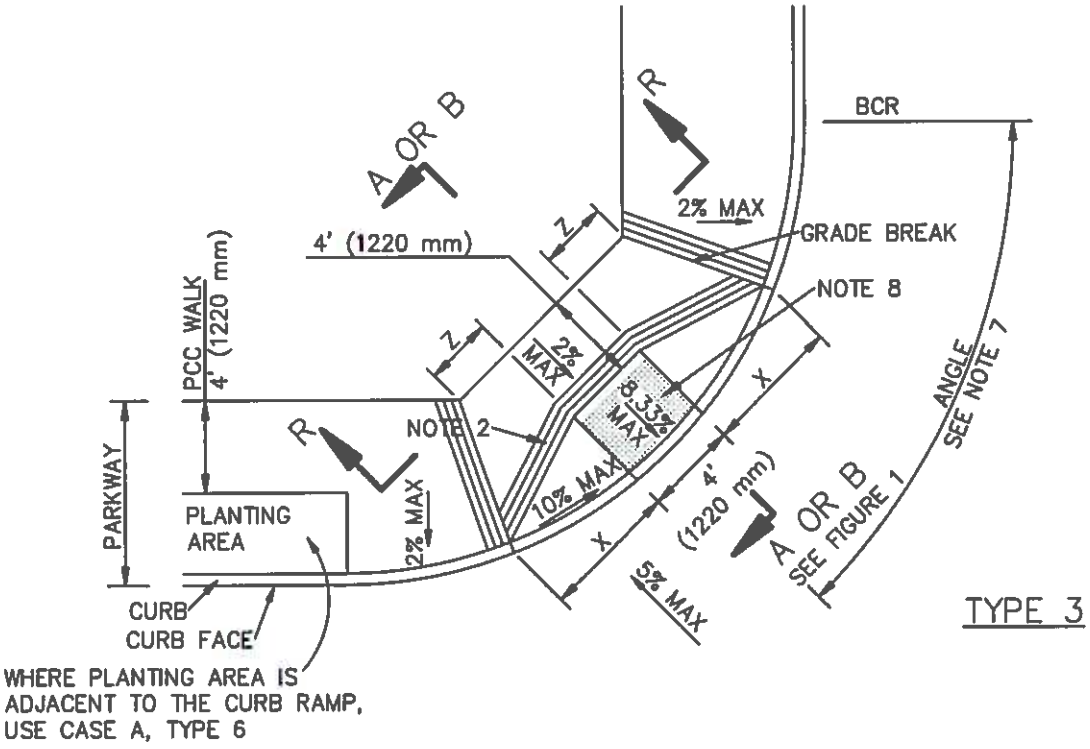


TYPE 2

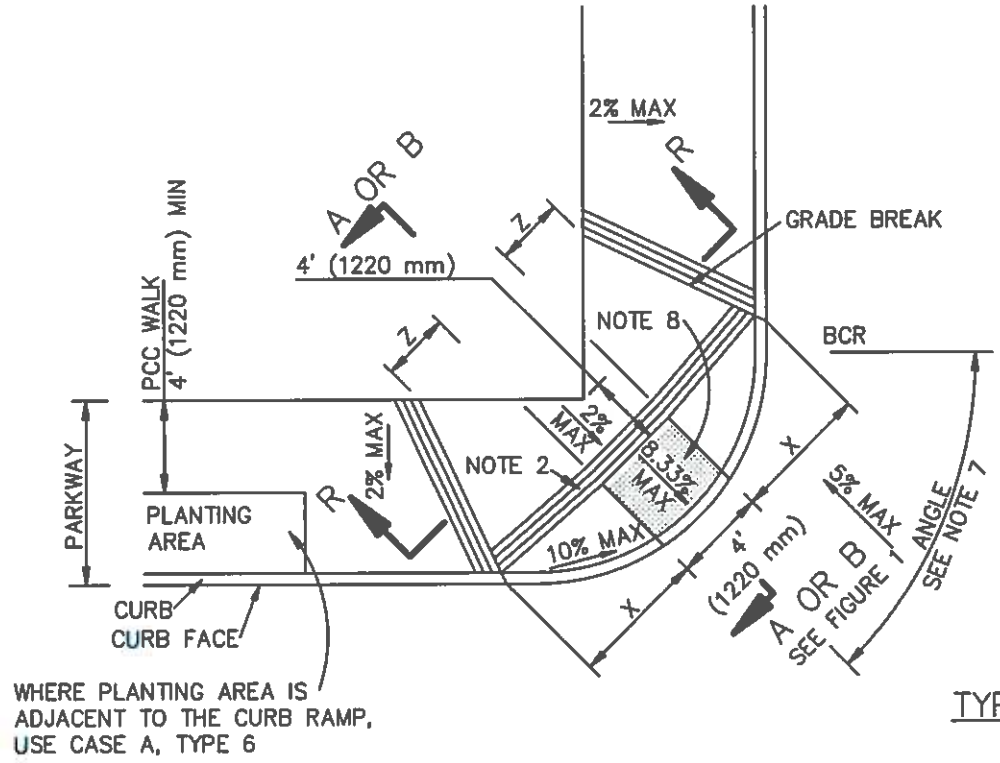
CASE A

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



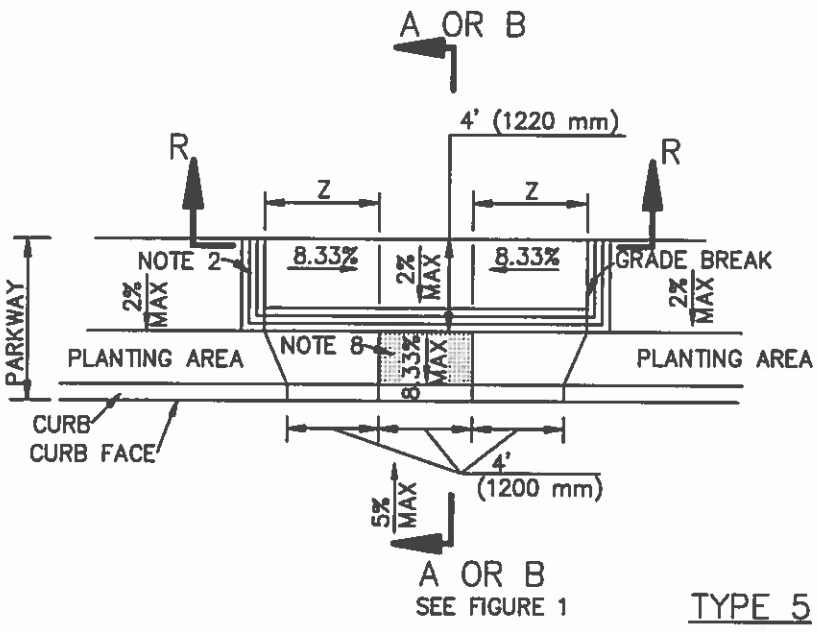
TYPE 3



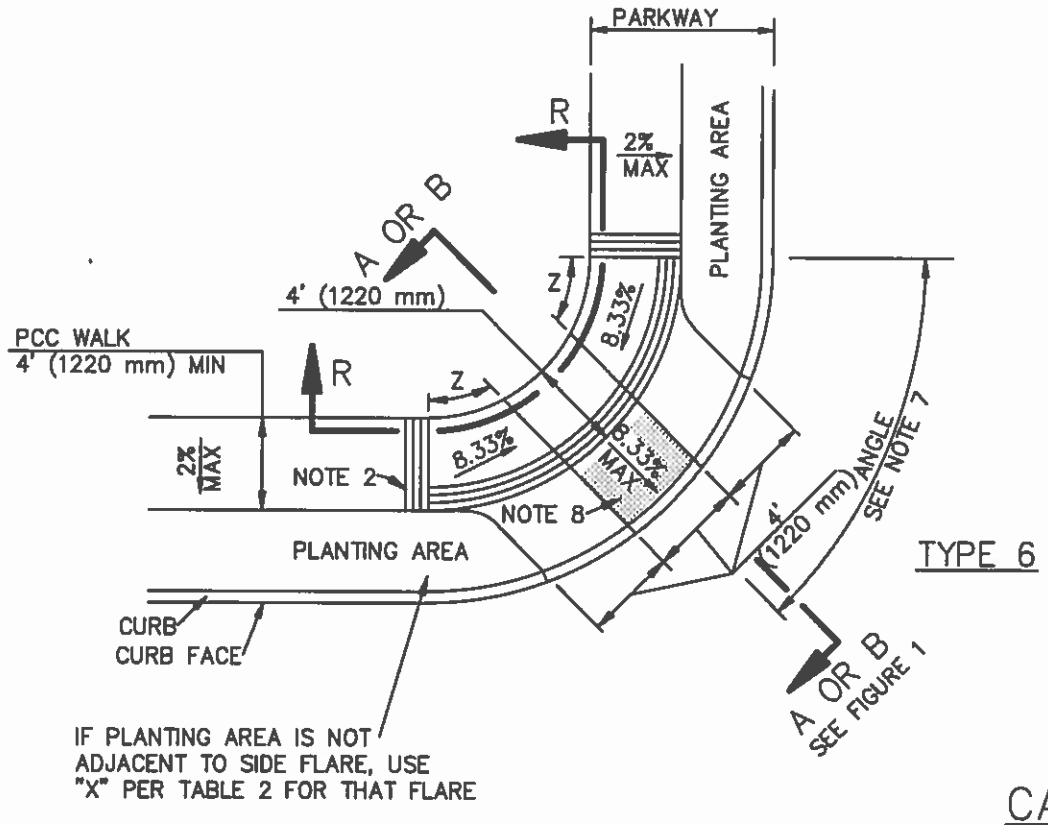
TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5
CURB RAMP	SHEET 2 OF 10



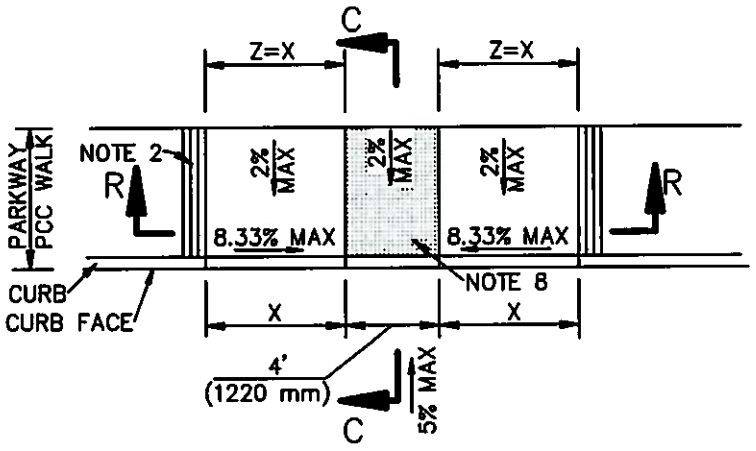
TYPE 5



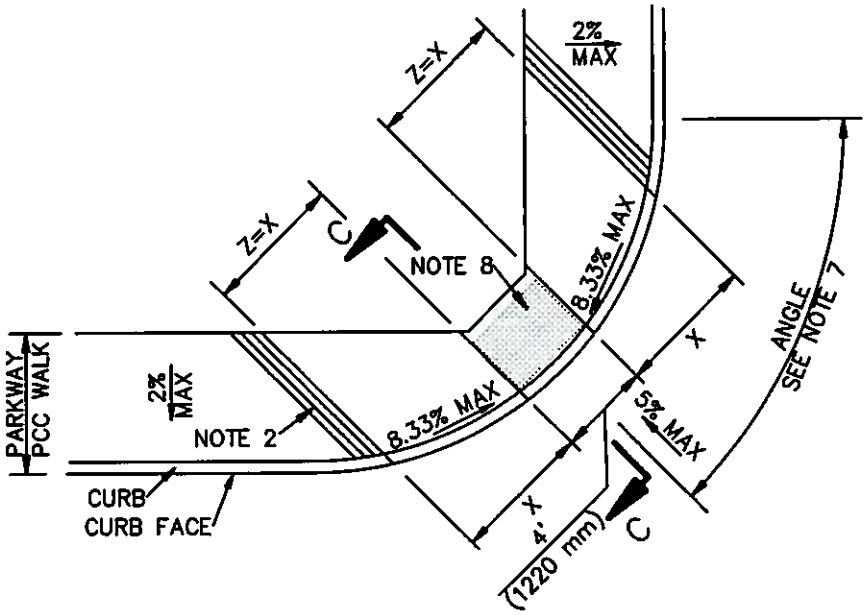
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 3 OF 10



TYPE 1

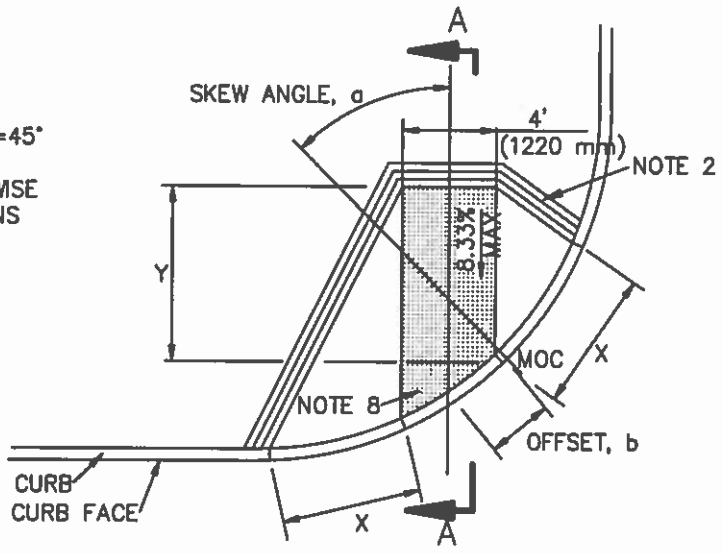


TYPE 2

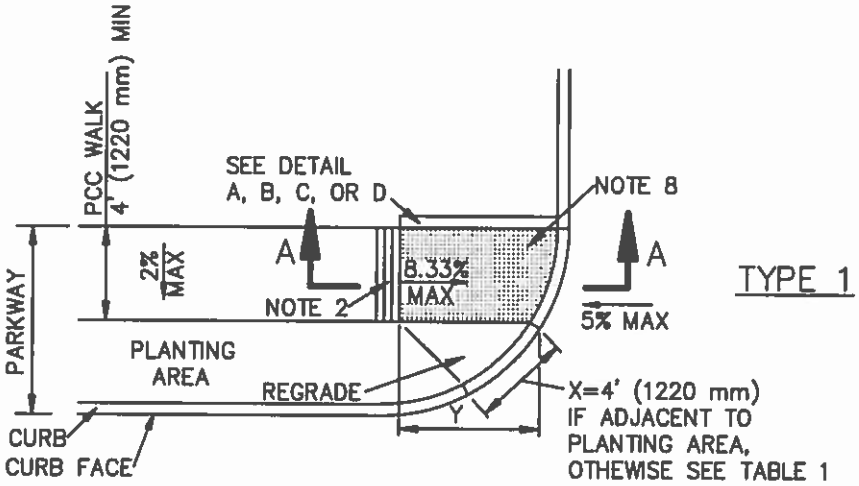
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111–5 SHEET 4 OF 10
CURB RAMP	

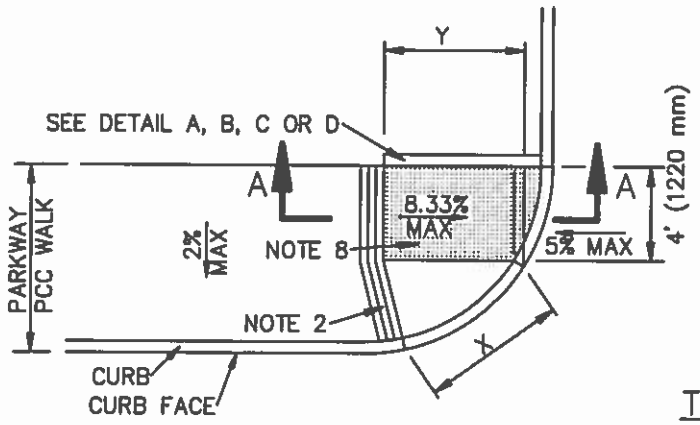
SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



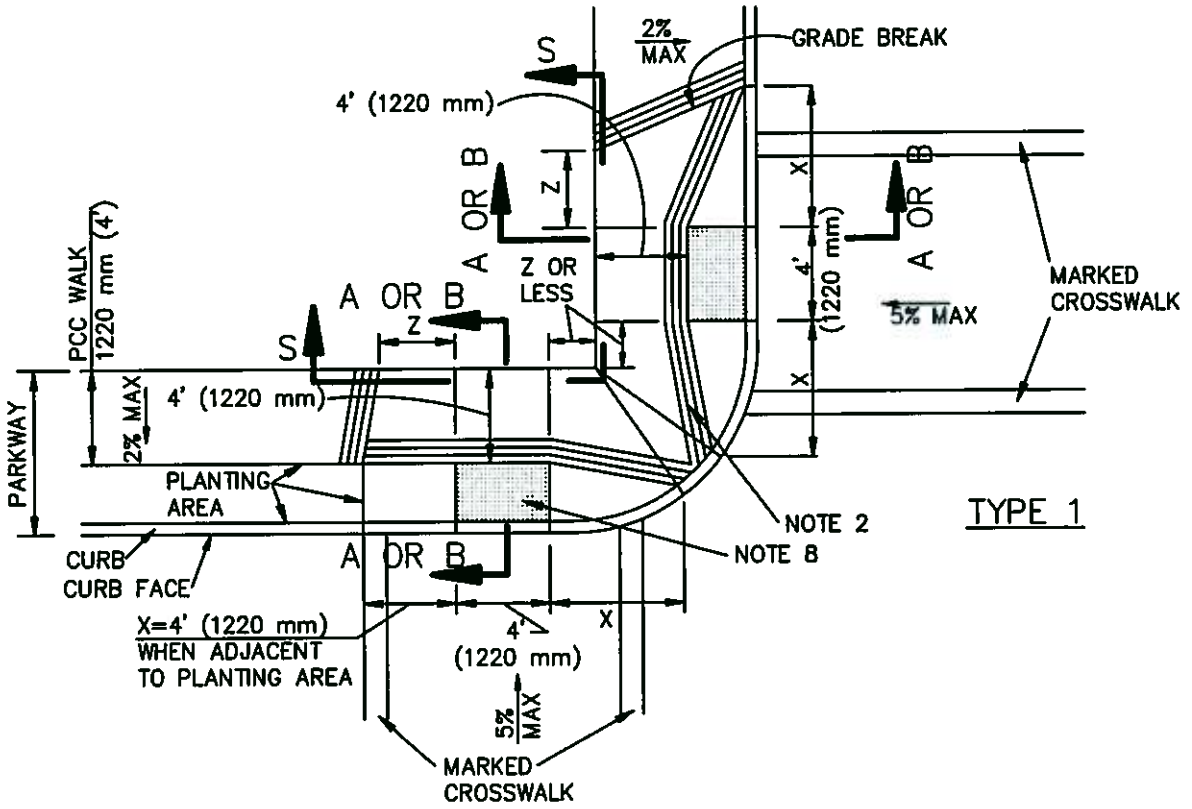
TYPE 1

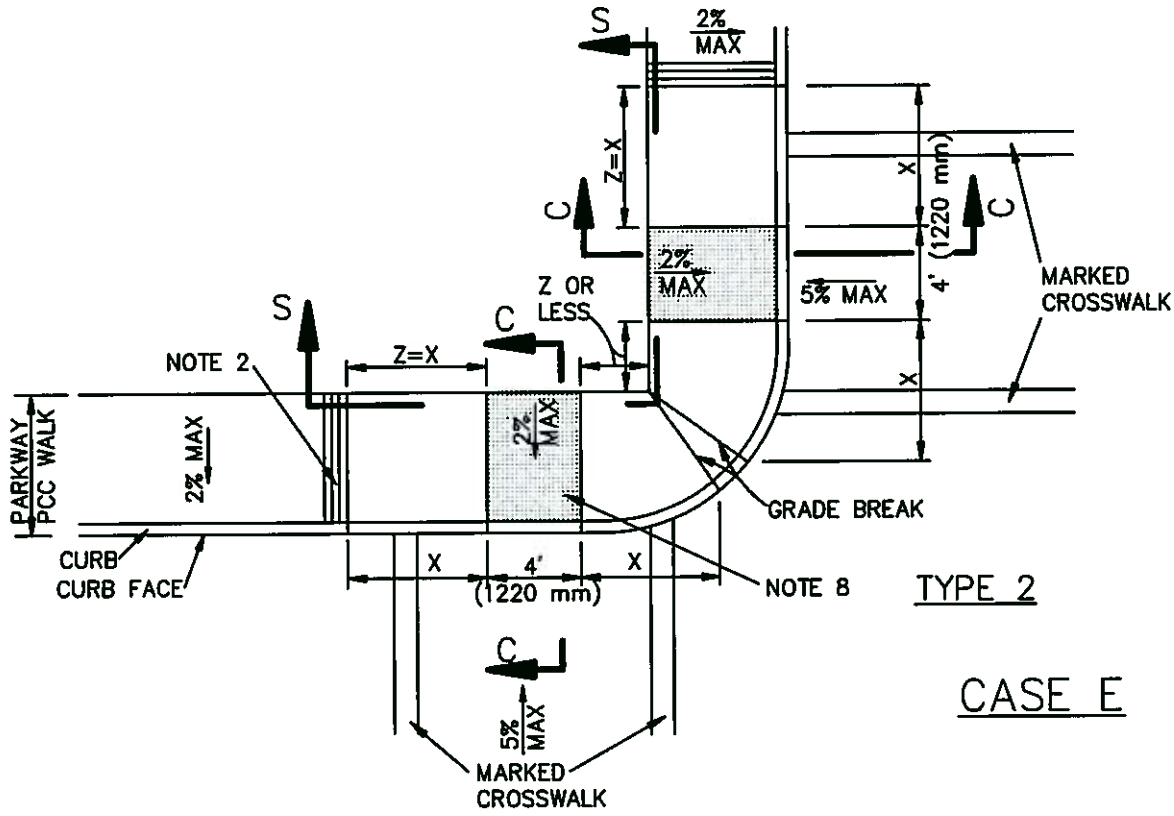


TYPE 2

CASE D

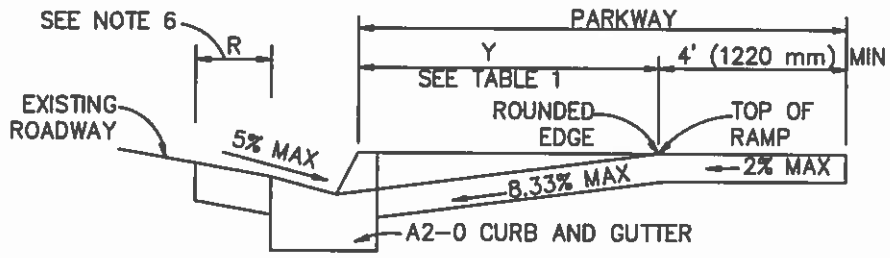
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 5 OF 10





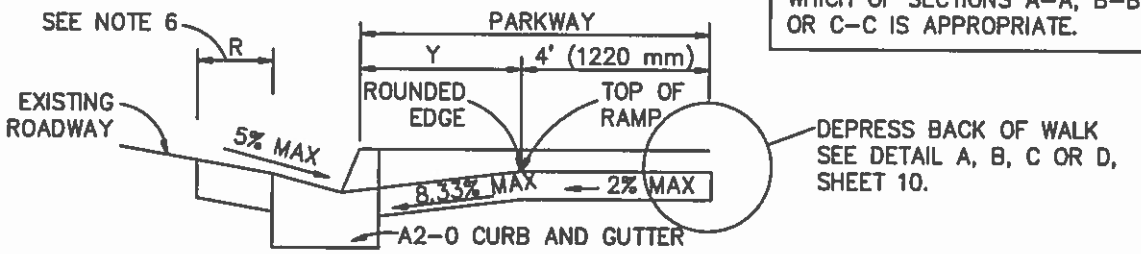
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN 111-5
CURB RAMP	SHEET 6 OF 10

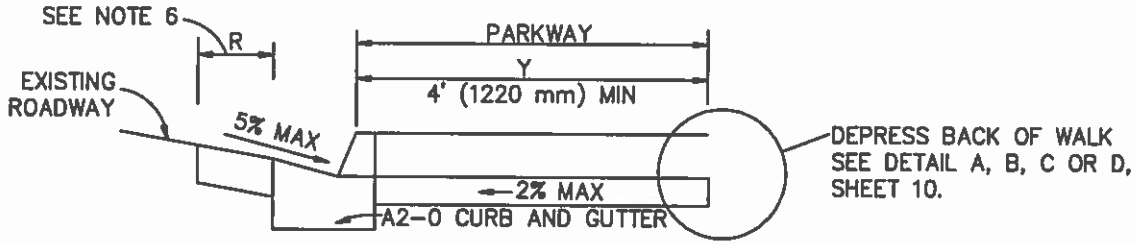


SECTION A–A

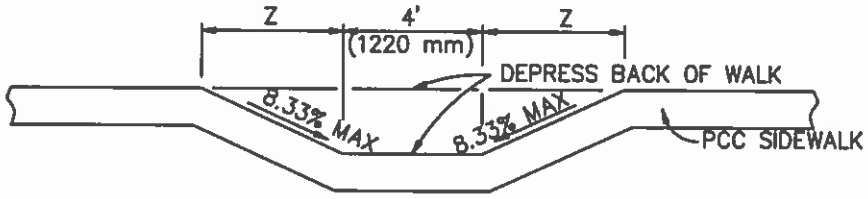
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A–A, B–B OR C–C IS APPROPRIATE.



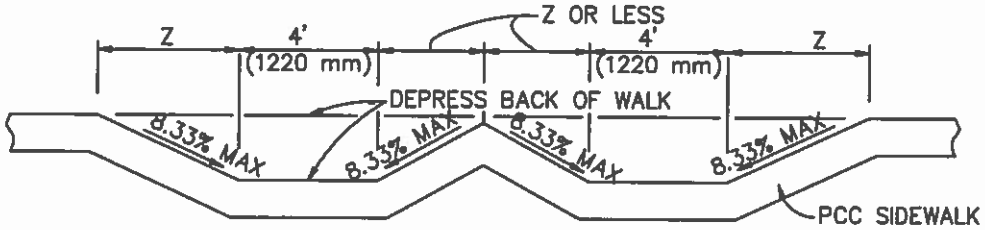
SECTION B–B



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

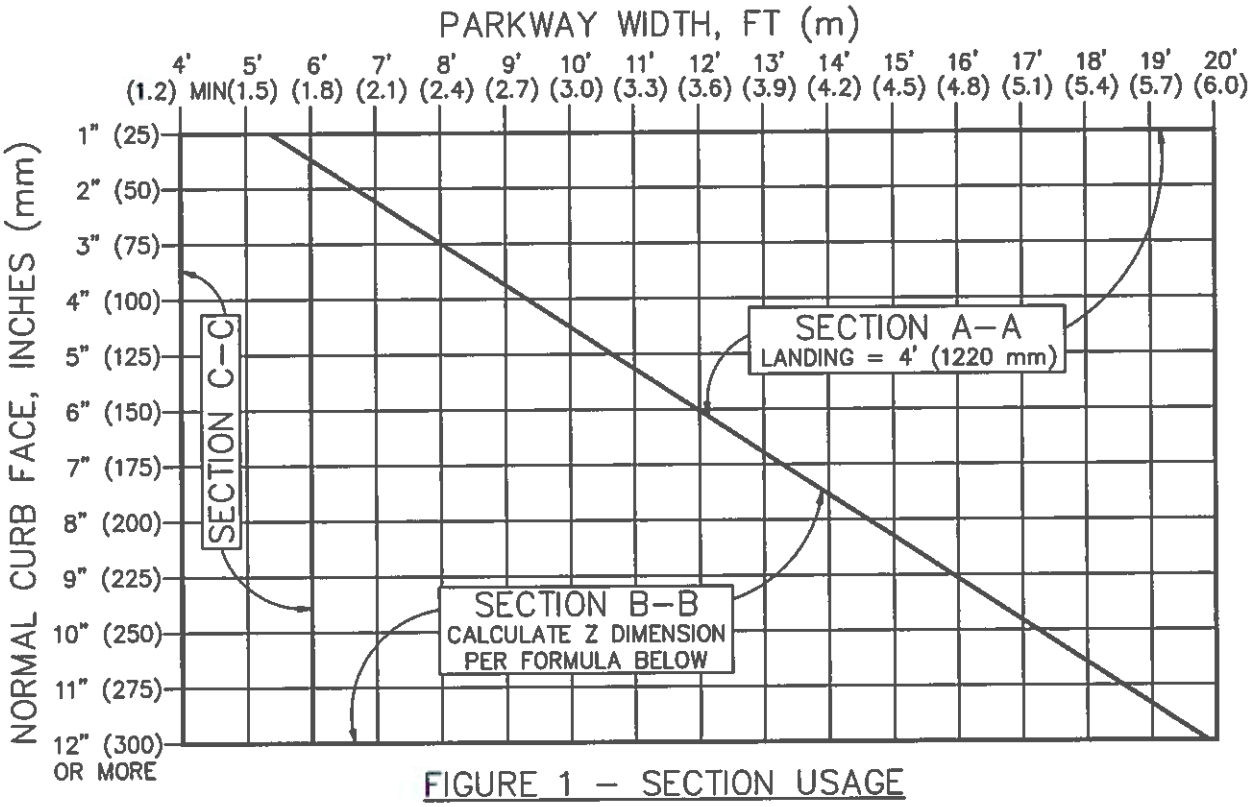


FIGURE 1 – SECTION USAGE

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

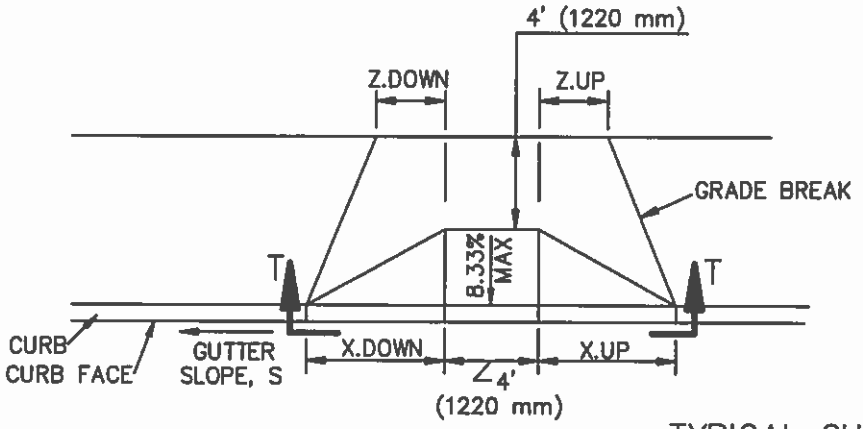
WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

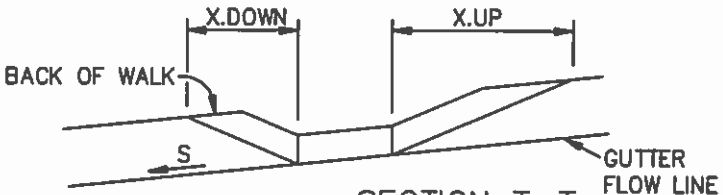
IF (Y+L) < W, THEN Z = 0

TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	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.

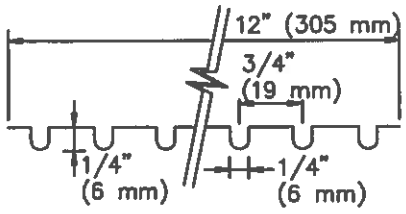
FOR EXAMPLE, X.DOWN = X x K.DOWN

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

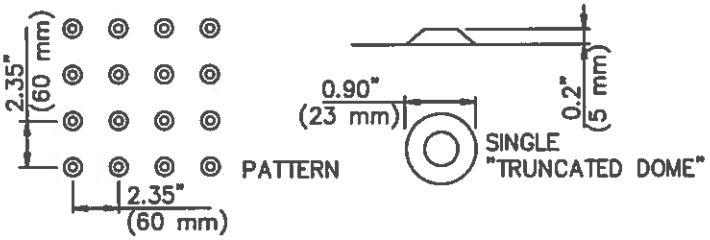
TABLE 2 – SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

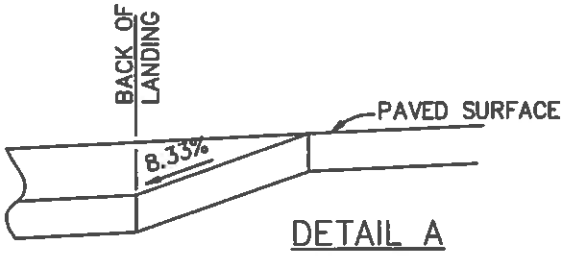
STREET SLOPE ADJUSTMENTS



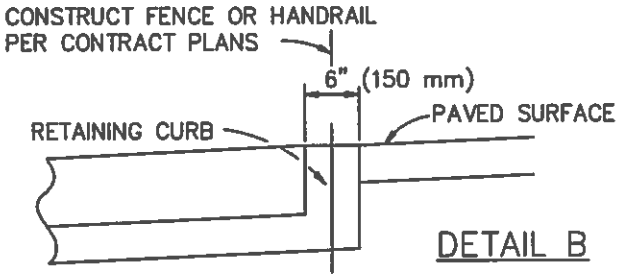
GROOVING DETAIL



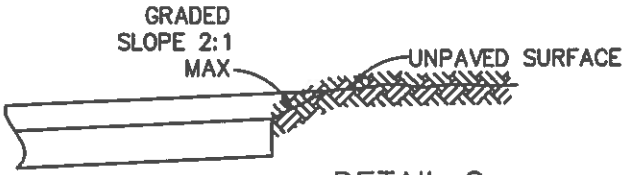
DETECTABLE WARNING DETAIL



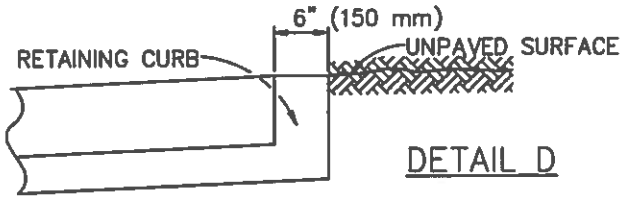
DETAIL A



DETAIL B



DETAIL C



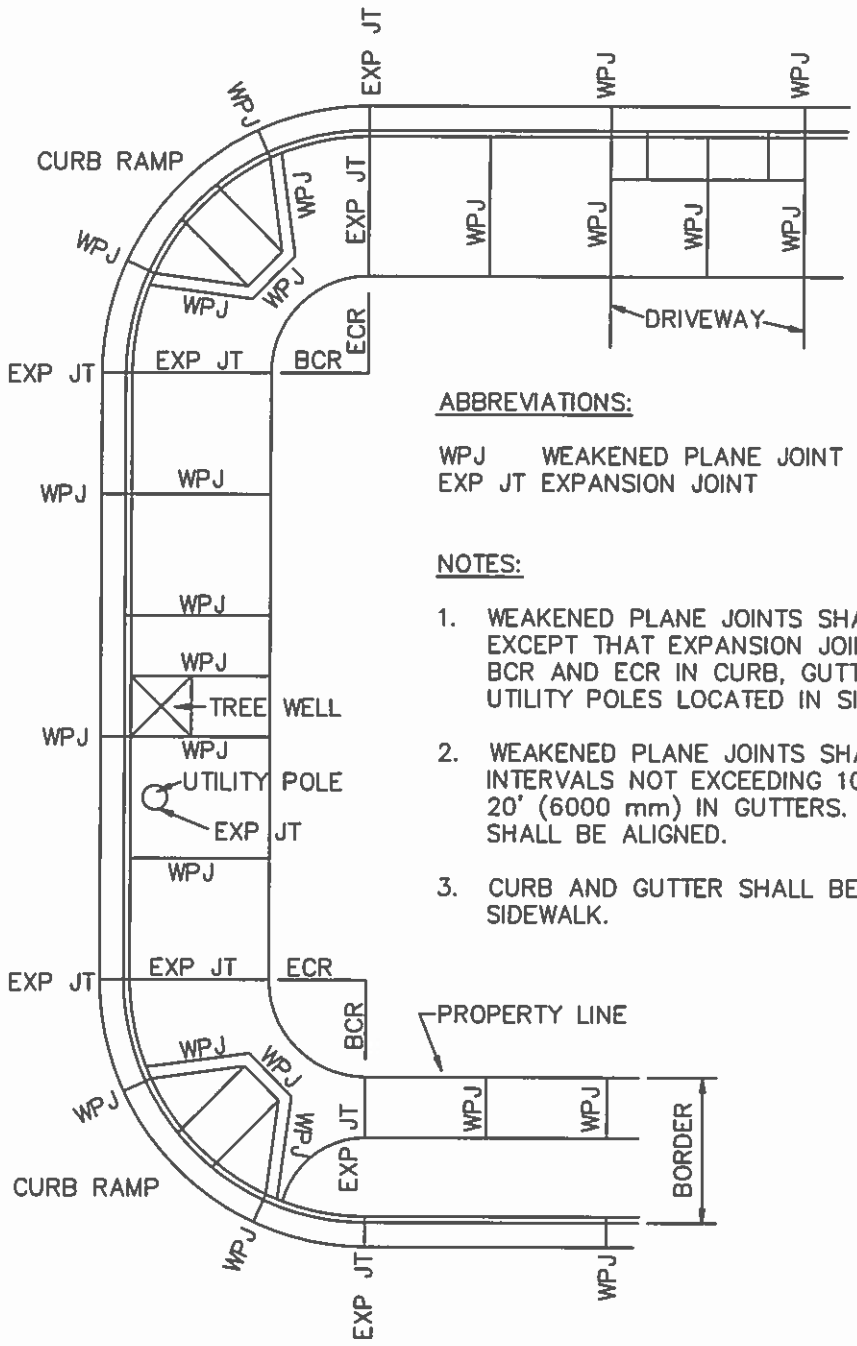
DETAIL D

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
EXP JT EXPANSION JOINT
BCR BEGINNING OF CURB RETURN
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. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

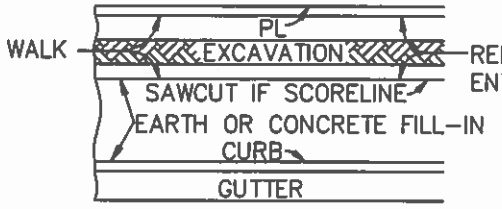
STANDARD PLAN 112-2

SHEET 1 OF 1

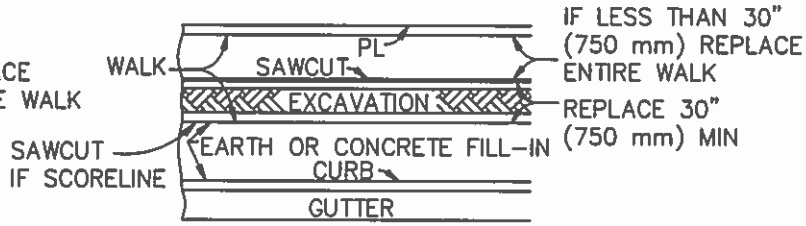
WALK OR FILL–IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE



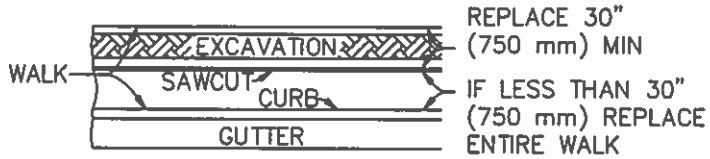
WALK 5' (1500 mm) WIDE OR MORE



WALK ADJACENT TO CURB

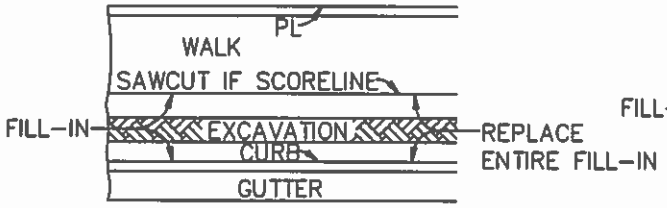
WALK LESS THAN 5' (1500 mm) WIDE

WALK 5' (1500 mm) WIDE OR MORE

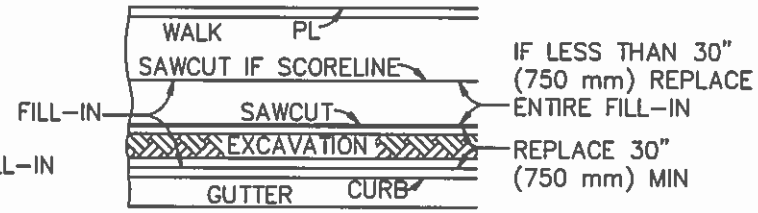


FILL–IN REPLACEMENT

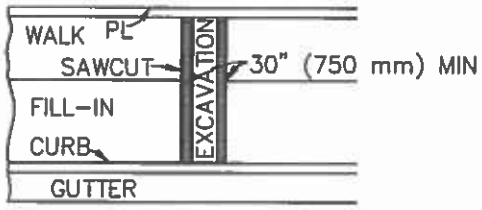
FILL–IN LESS THAN 5' (1500 mm) WIDE



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').

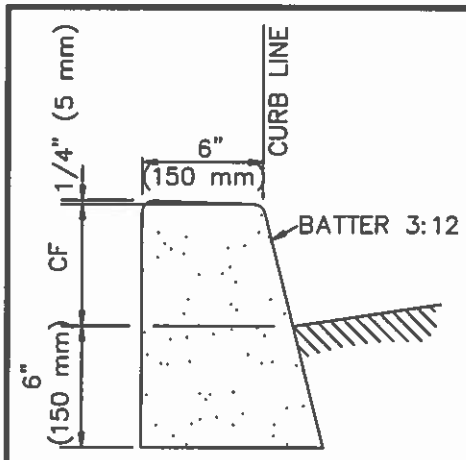
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

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.

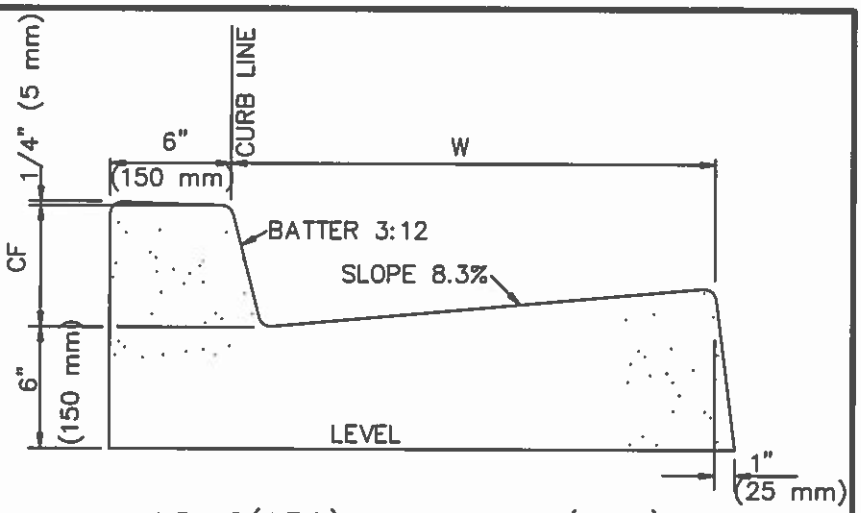
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

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)



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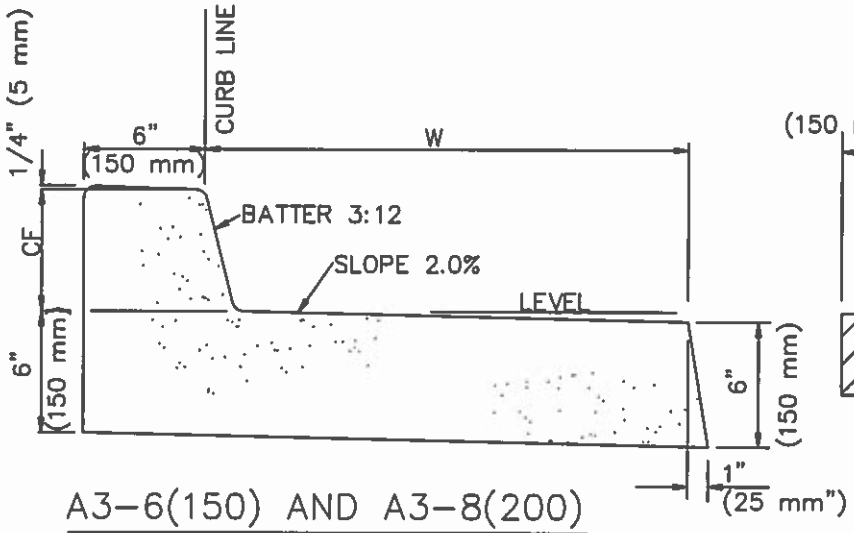
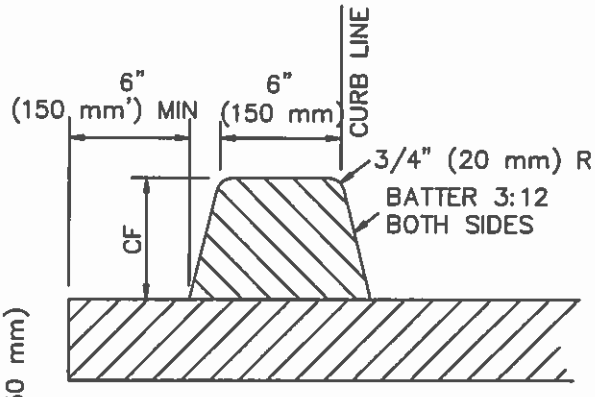


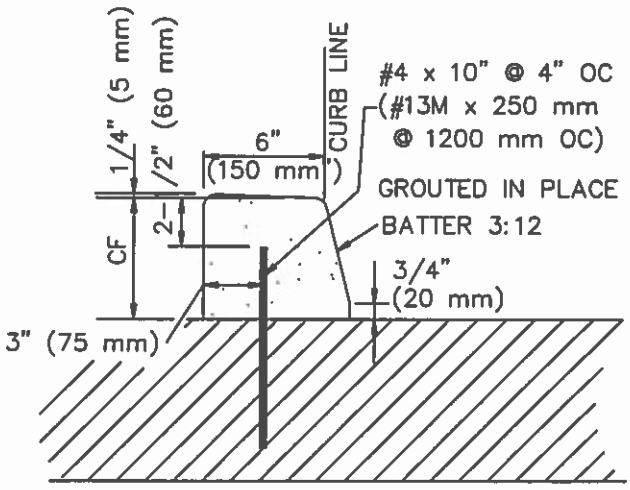
A3–6(150) AND A3–8(200)



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)

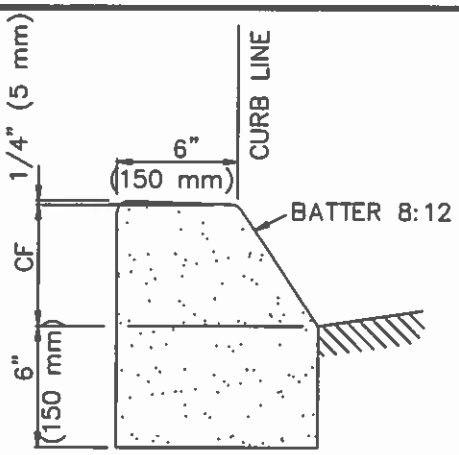
STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1964 REV. 1996, 2009

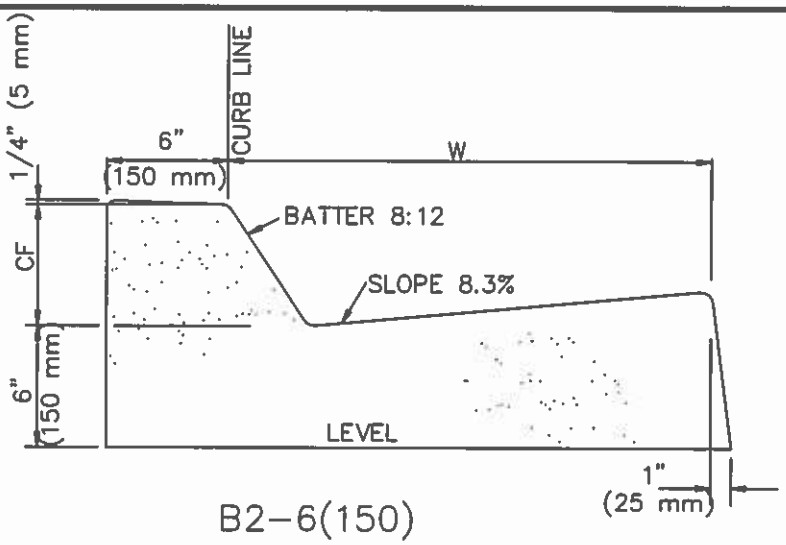
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

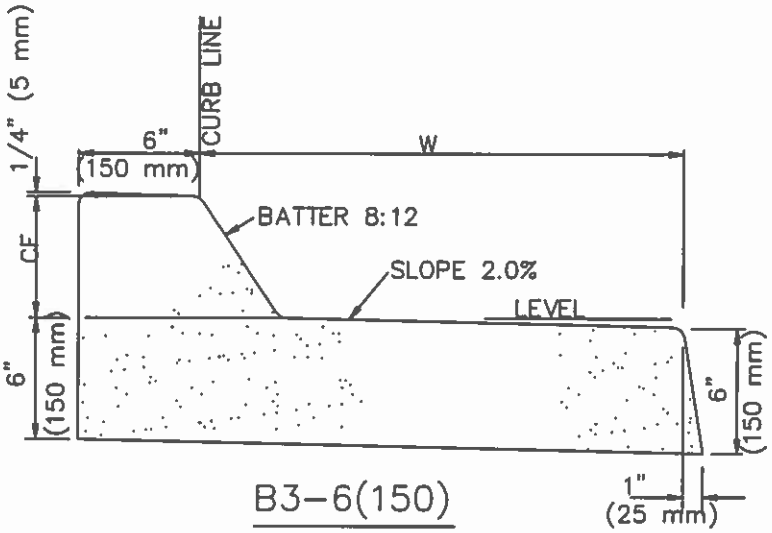
STANDARD PLAN
120–2
SHEET 1 OF 1



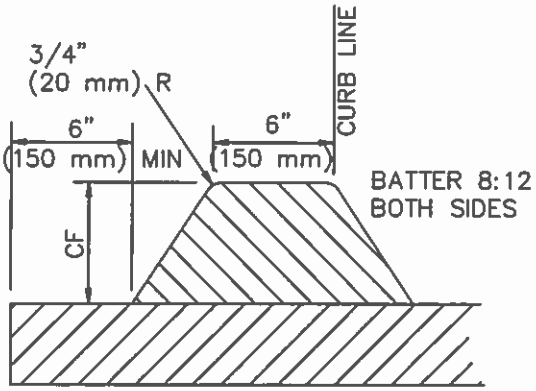
B1–6(150)



B2–6(150)



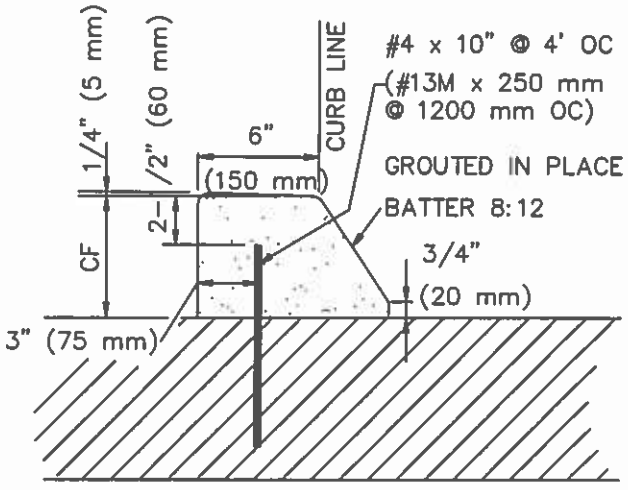
B3–6(150)



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

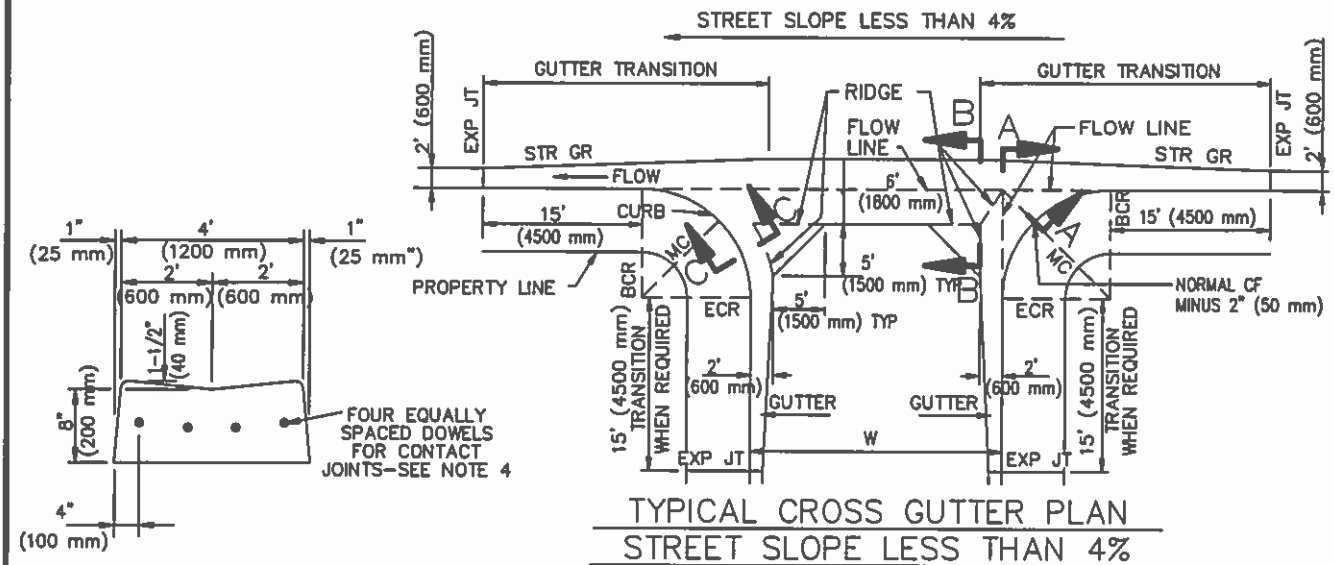
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1954 REV. 1996, 2009

CURB AND GUTTER–MOUNTABLE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

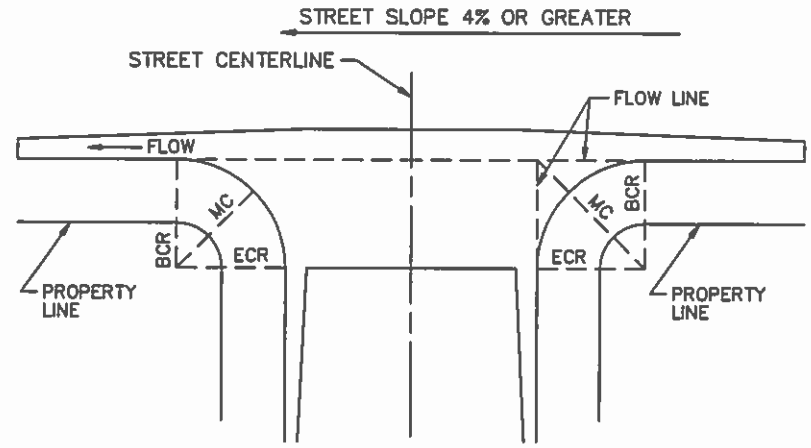
STANDARD PLAN 121–2

SHEET 1 OF 1

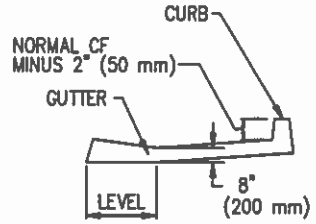


TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%

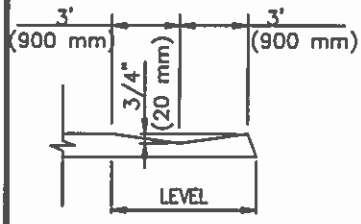
LONGITUDINAL GUTTER



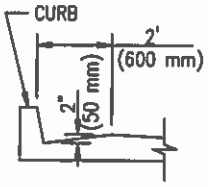
TYPICAL CROSS GUTTER PLAN
STREET SLOPE MORE THAN 4%



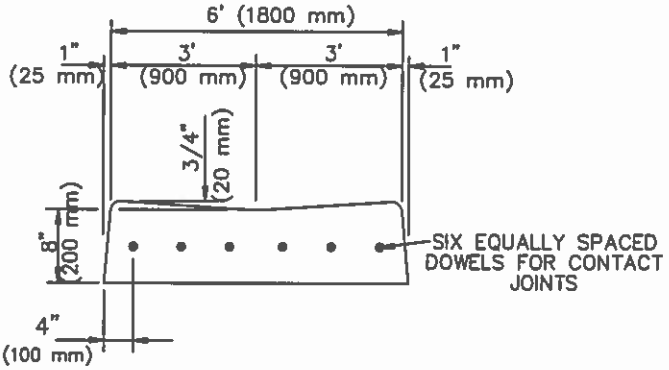
SECTION A–A



SECTION B–B



SECTION C–C



SECTION D–D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

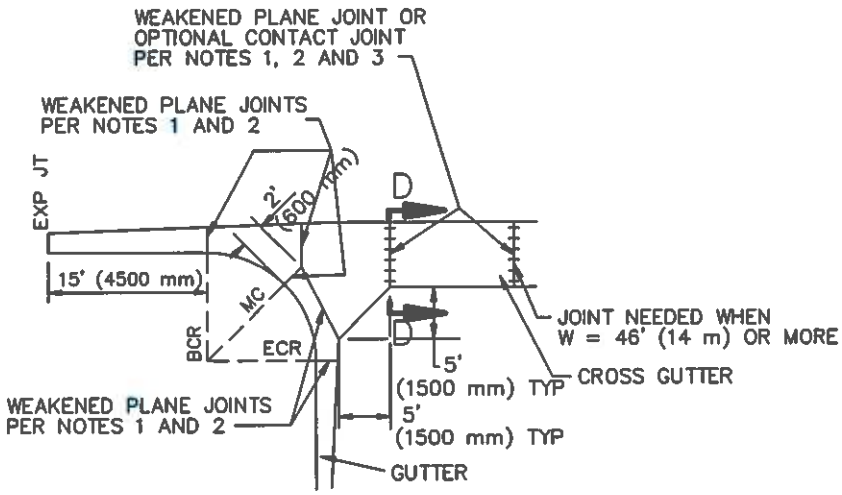
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 122–2

SHEET 1 OF 2

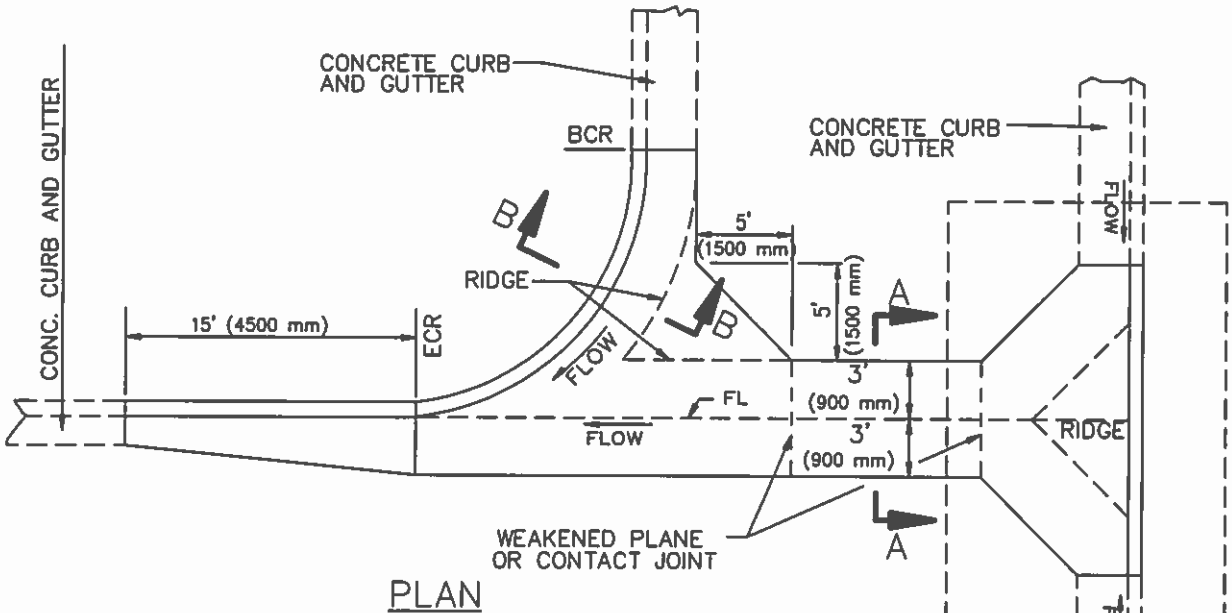


TYPICAL JOINT PLAN

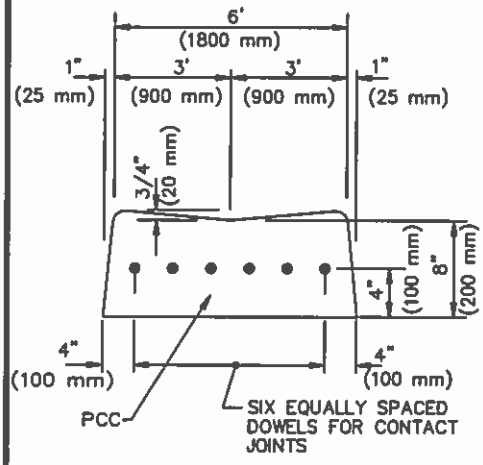
NOTES:

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.

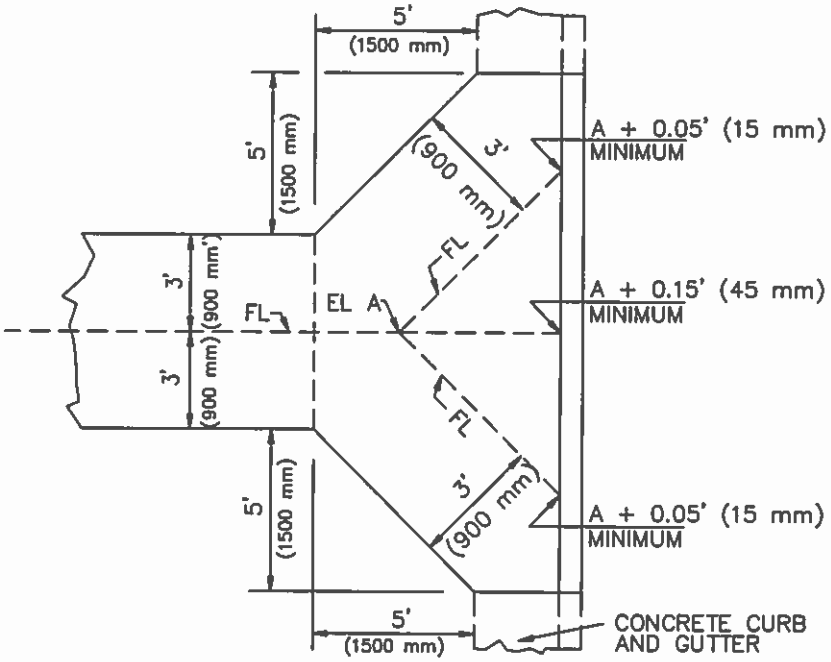
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS AND LONGITUDINAL GUTTERS	**122–2**
	SHEET 2 OF 2



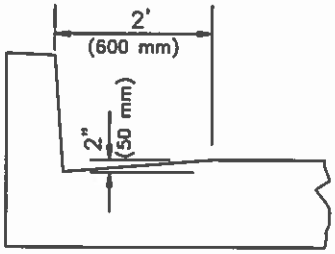
PLAN



SECTION A–A



DETAIL A



SECTION B–B

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

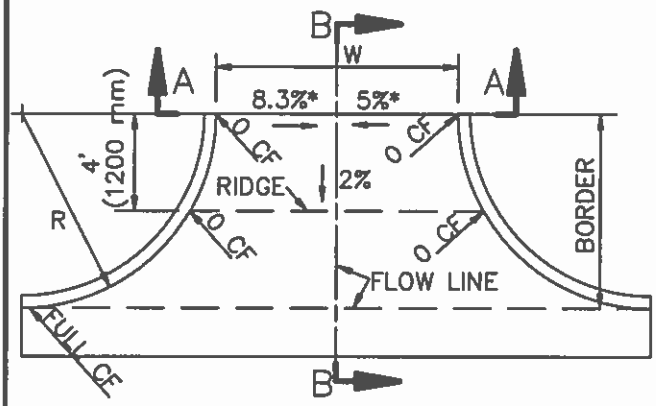
STANDARD PLAN 123–2

SHEET 1 OF 2

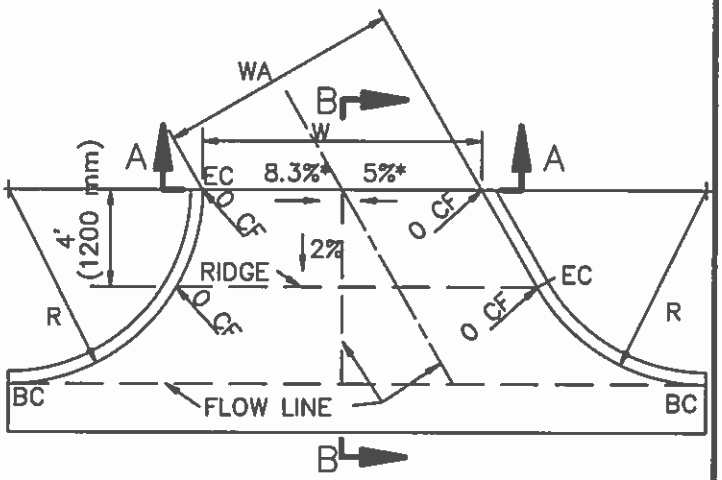
NOTES:

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.

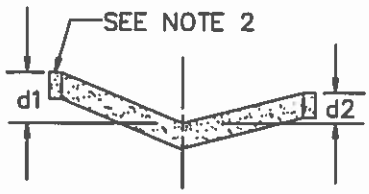
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS GUTTER AT T INTERTERSECTIONS	123–2
	SHEET 2 OF 2



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

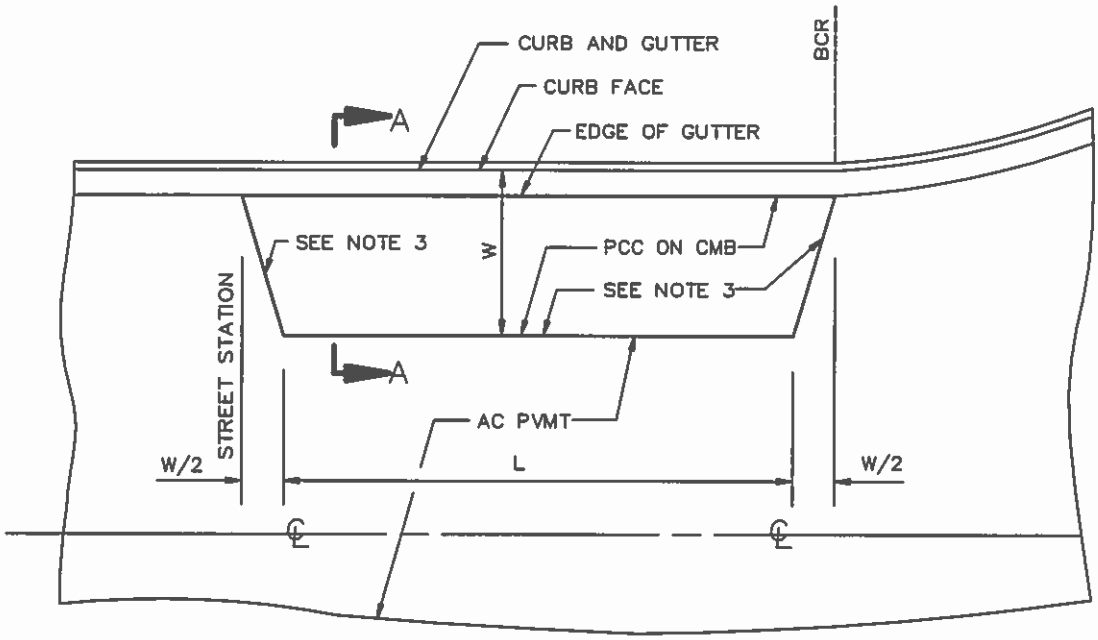
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

ALLEY INTERSECTION

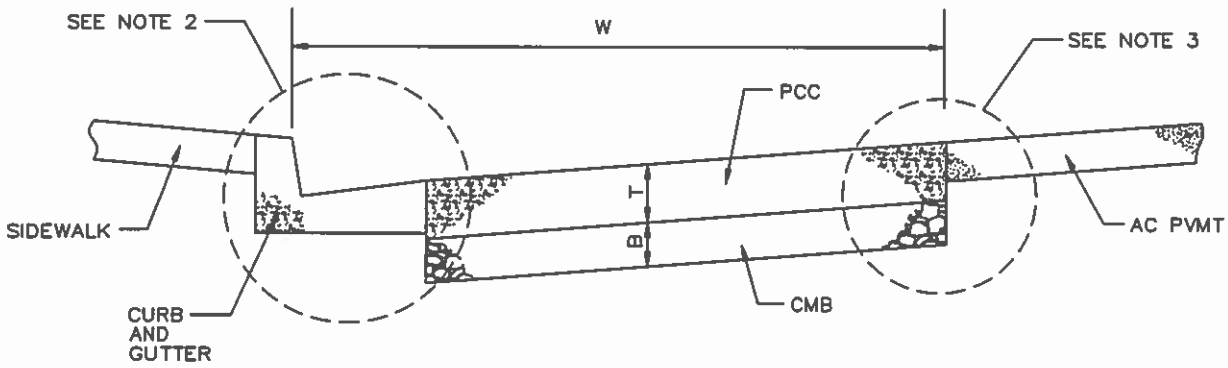
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 130–2

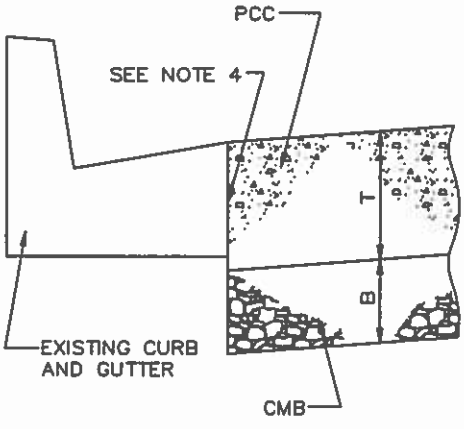
SHEET 1 OF 1



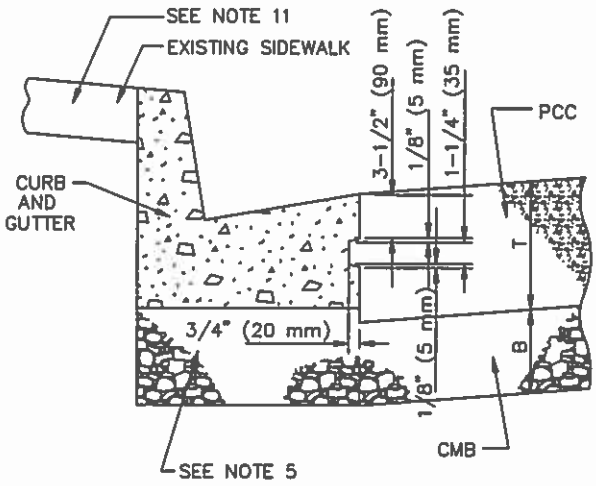
TYPICAL BUS PAD



SECTION A–A



SECTION B–B



SECTION C–C

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

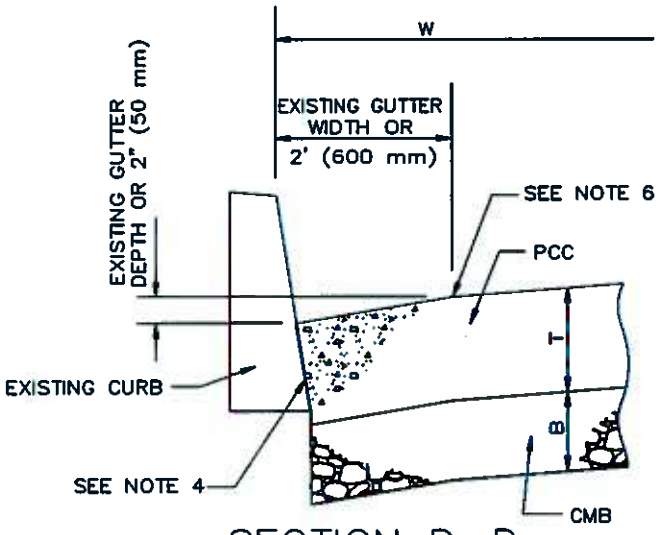
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1996, 2009

CONCRETE BUS PAD

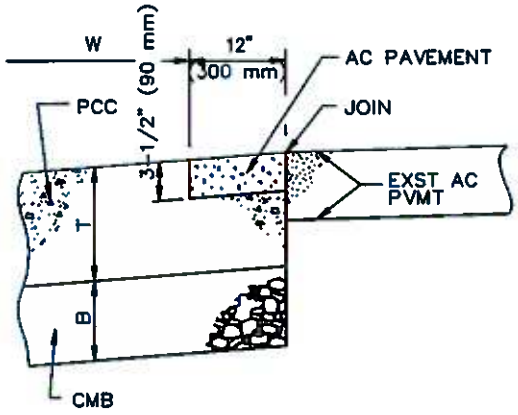
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 131–2

SHEET 1 OF 2

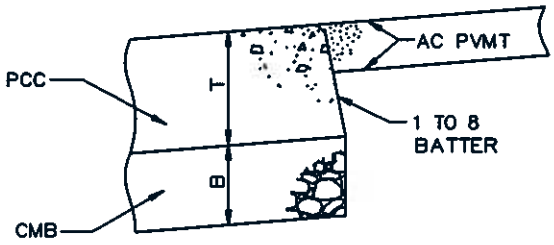


SECTION D–D



SECTION E–E

SEE NOTE 14

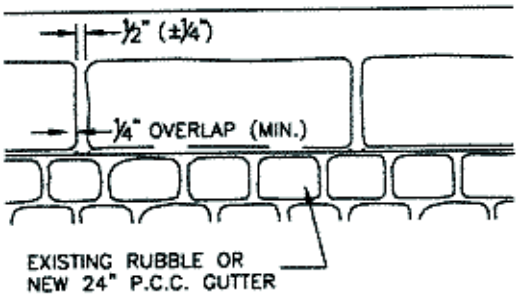


SECTION F–F

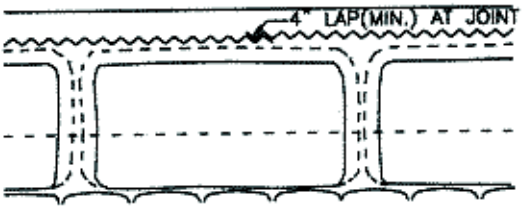
NOTES:

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.

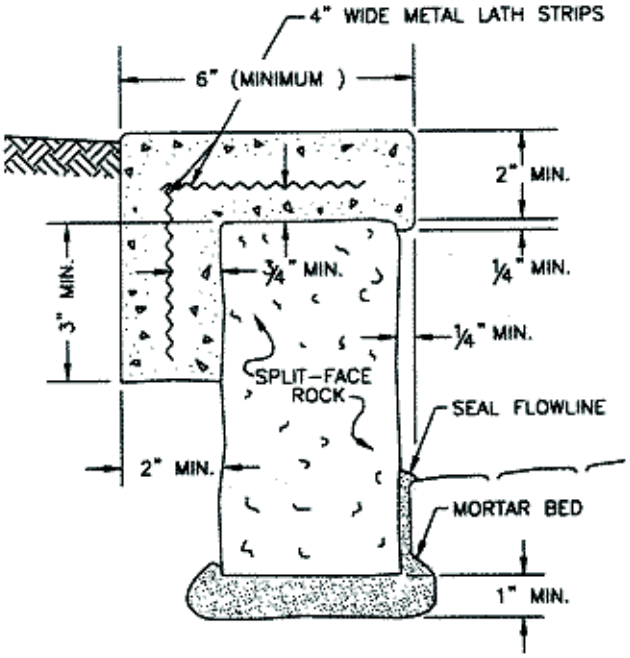
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CONCRETE BUS PAD	**131–2**
	SHEET 2 OF 2



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

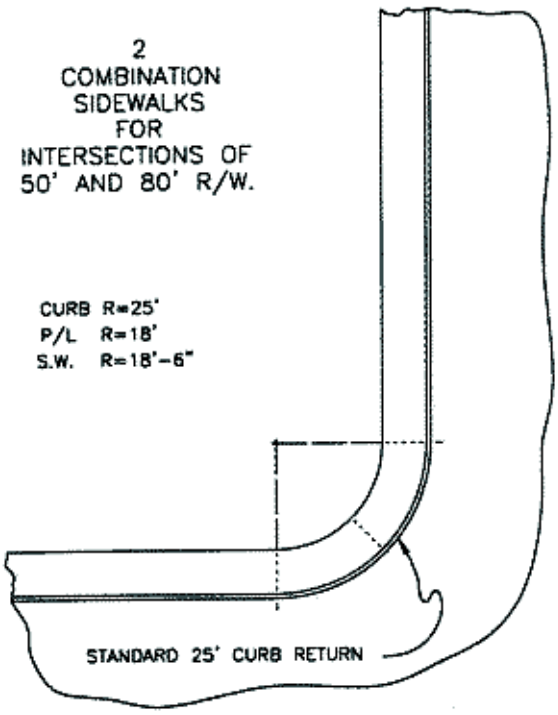
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 15,1998
APPROVED BY: _____
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

SPLIT–FACE ROCK CURBING

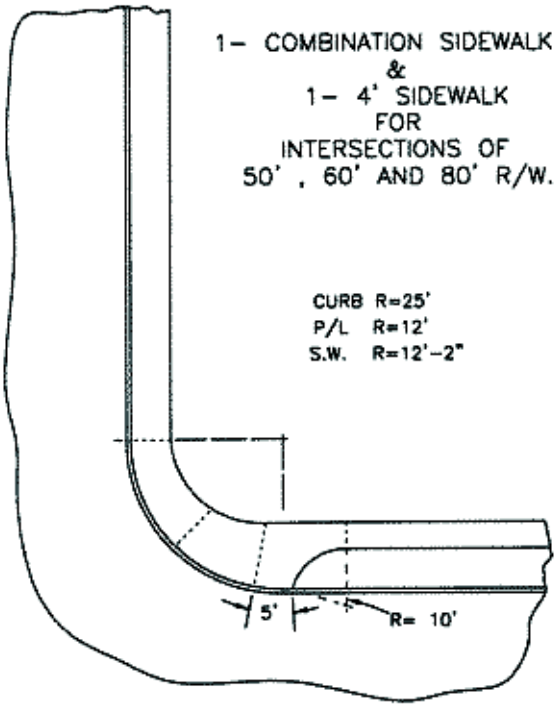
2
COMBINATION
SIDEWALKS
FOR
INTERSECTIONS OF
50' AND 80' R/W.

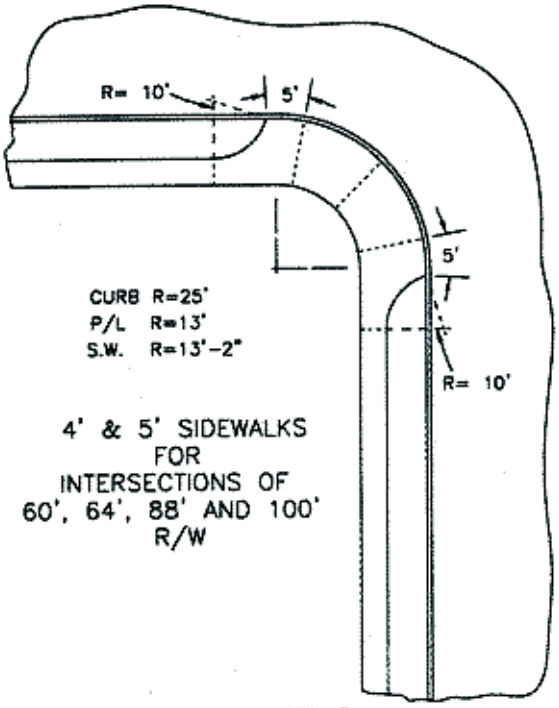
CURB R=25'
P/L R=18'
S.W. R=18'-6"



1- COMBINATION SIDEWALK
&
1- 4' SIDEWALK
FOR
INTERSECTIONS OF
50', 60' AND 80' R/W.

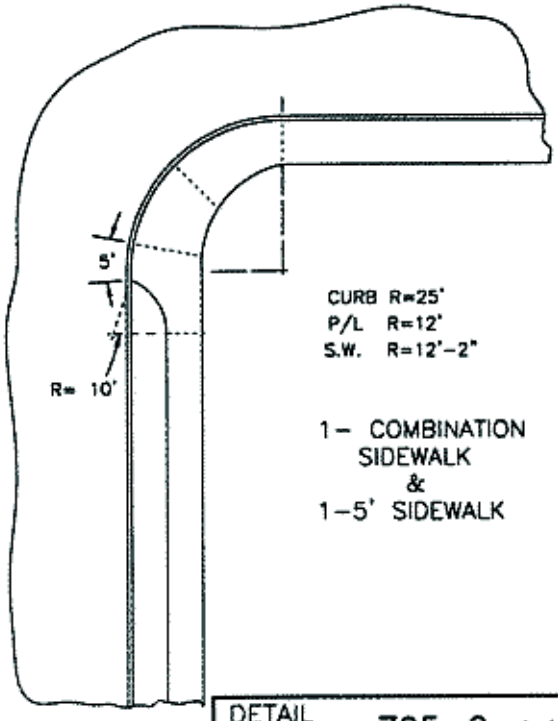
CURB R=25'
P/L R=12'
S.W. R=12'-2"





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

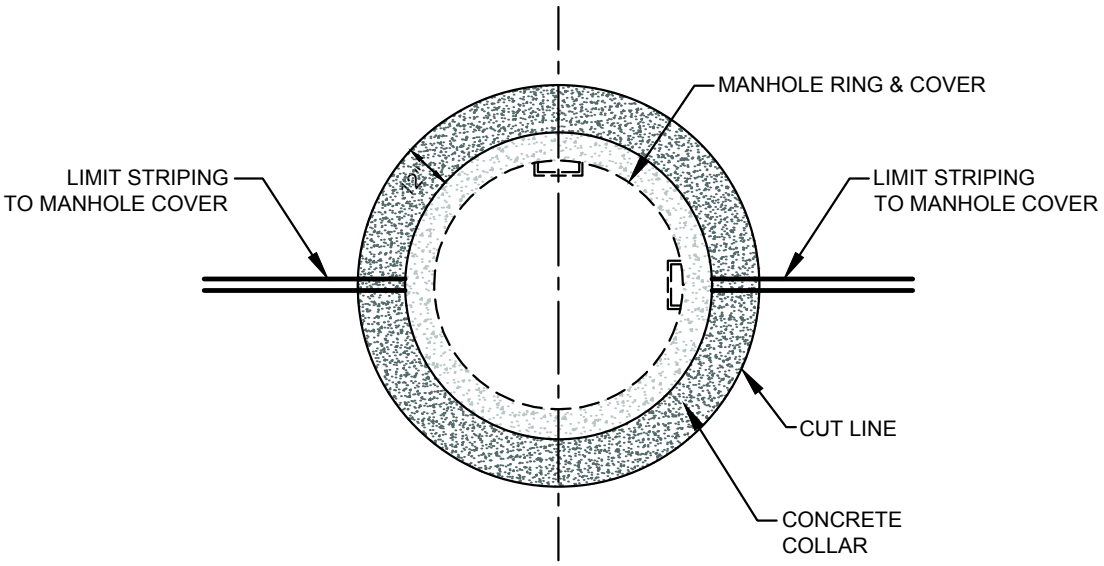
NOTE: SEE SPECS FOR JOINT DETAILS
------ DOTTED LINES INDICATE SCORING.

DETAIL
DWG. No. 705-0 1 of 1

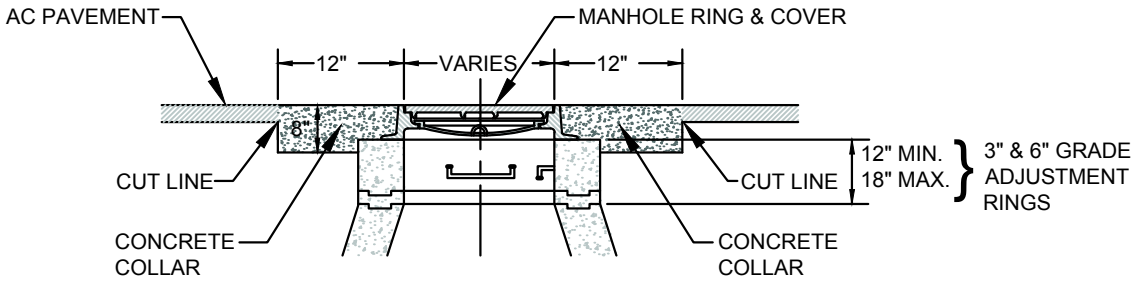
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 16,1998
APPROVED BY:
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

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

PERMITS

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	/ EA	=$	
_____	SF	Sidewalk	$ 0.09	/ SF	=$	
_____	SF	Cross Gutter/Spandrel	$ 0.58	/ SF	=$	
_____	LF	Curb & Gutter	$ 2.19	/ LF	=$	
_____	LF	Curb/Berm	$ 2.62	/ LF	=$	
_____	SF	Asphalt Pavement	$ 0.04	/ SF	=$	
_____	SF	Crushed Aggregate Base	$ 0.04	/ SF	=$	
_____	EA	Street Light	$ 81.00	/ EA	=$	
_____	EA	Traffic Signal - New	$ 2,152.00	/ EA	=$	
_____	EA	Traffic Signal - Modification	$ 1,737.00	/ EA	=$	
_____	CY	Reinforced Concrete	$ 89.00	/ CY	=$	
_____	LF	Storm Drain Pipe	$ 8.00	/ LF	=$	
_____	EA	Curb Inlet/Outlet Structures	$ 67.00	/ EA	=$	
_____	EA	Storm Drain Manhole/Junction Box	$ 67.00	/ EA	=$	
_____	EA	Curb Core	$ 62.00	/ EA	=$	
_____	LF	Sewer Main	$ 0.95	/ LF	=$	
_____	EA	Sewer Manhole	$ 67.00	/ EA	=$	
_____	EA	Sewer Cleanout	$ 134.00	/ EA	=$	
_____	EA	Sewer Lateral	$ 67.00	/ EA	=$	
_____	LF	Water Main - Potable	$ 1.09	/ LF	=$	
_____	LF	Water Main - Non-Potable	$ 1.09	/ LF	=$	
_____	EA	Fire Hydrant Assembly	$ 66.00	/ EA	=$	
_____	EA	Water Service Lateral	$ 26.00	/ EA	=$	
_____	EA	Water Shutdown	$ 67.00	/ EA	=$	
_____	EA	Fire Service	$ 58.00	/ EA	=$	
_____	LF	Excavation/Utility Trench	$ 1.25	/ LF	=$	
_____	SF	Street Patch	$ 0.67	/ SF	=$	
_____	SF	Warranty Fee (Street Cut)	$	/ SF	=$	
_____		_____	$	/	=$	
_____		_____	$	/	=$	

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Redlands Regular Meeting of 12/16/25

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

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APPENDIX E
TRASH COLLECTION SCHEDULE

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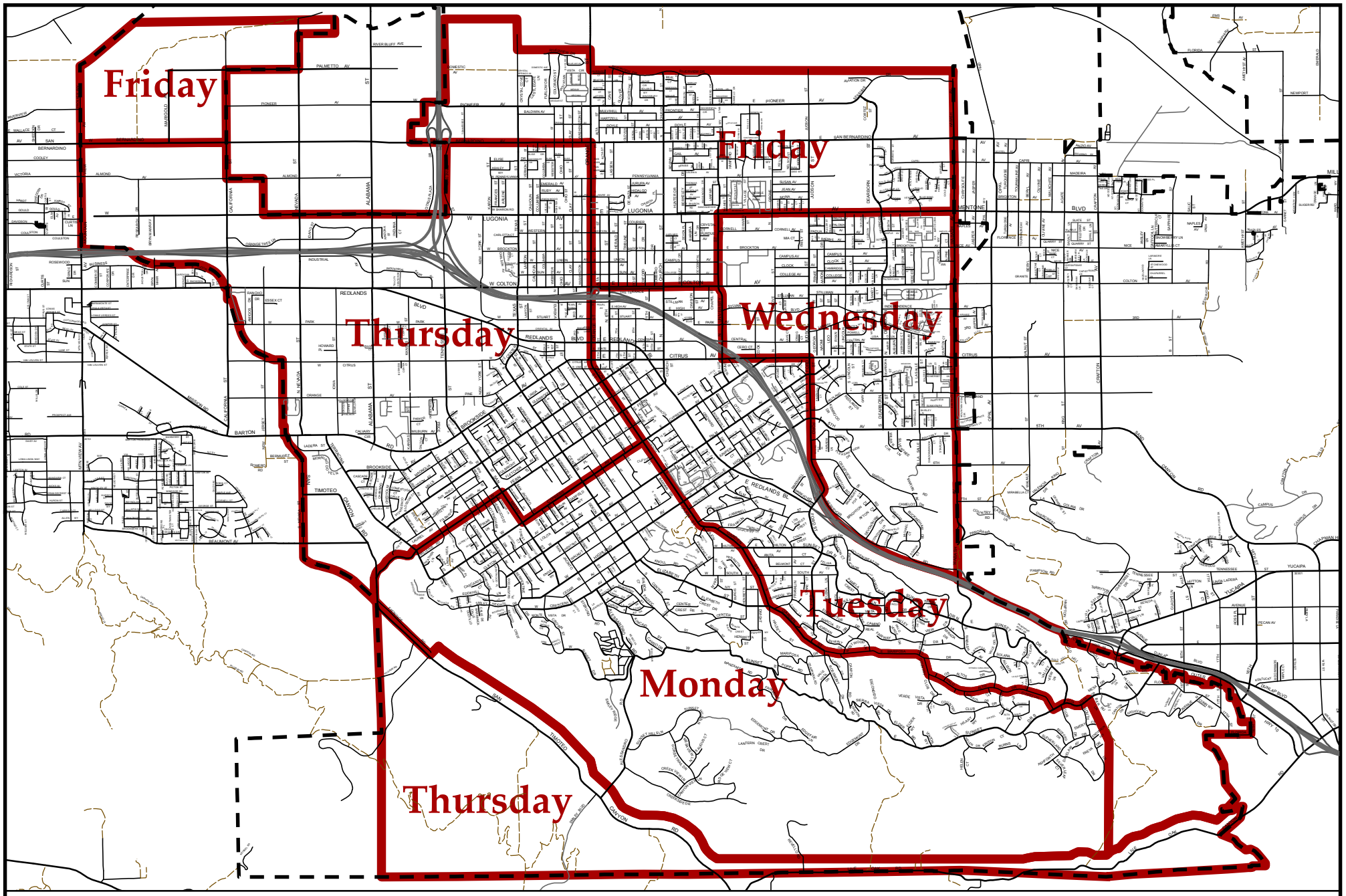

Solid Waste Collection Days

City of REDLANDS "A City That Works"

November 15, 2013

Scale

0 0.25 0.5 0.75 1 Miles

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APPENDIX F
SCHOOL CALENDAR

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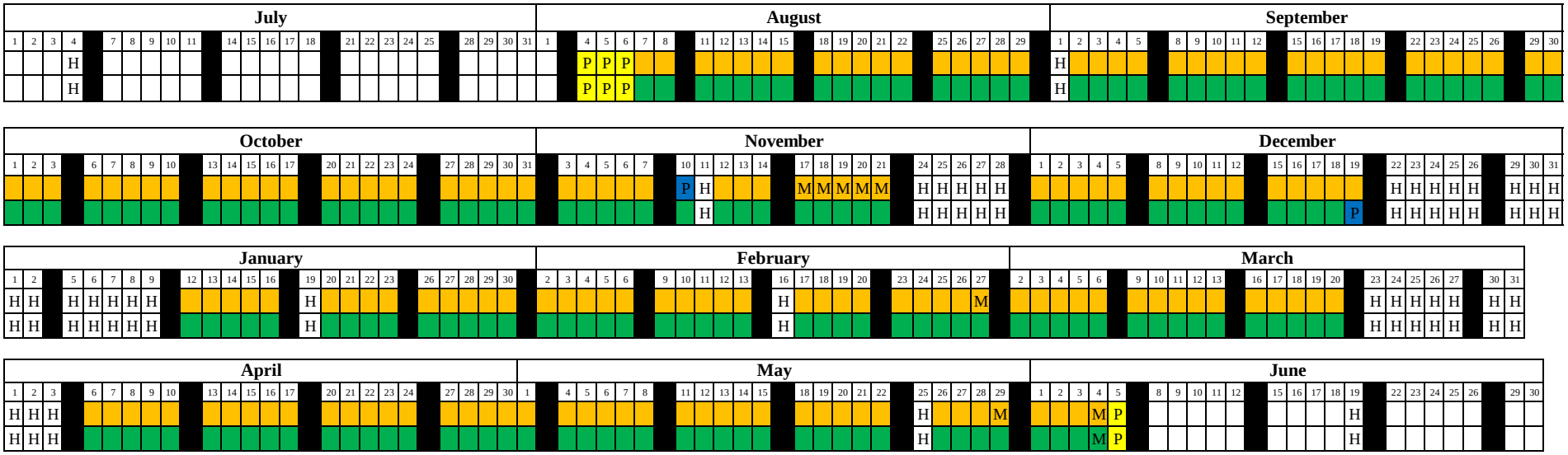
Redlands Unified School District
Student Attendance Calendar (All Schools)
2025-2026 School Year



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 G
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	☐	☐
If Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.			

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

	YES	NO
1. Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)	☐	☐
If yes, please attach the following:	Attached?	
Copy of written Confined Space Entry Procedure	☐	☐
List of personnel authorized on jobsite to work in confined space(s)	☐	☐
List of personnel authorized on jobsite to serve as Rescue Team	☐	☐
Verification of personnel training (copies of certs, cards, etc.)	☐	☐

2. Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)	☐	☐
If yes, please attach the following:	Attached?	
Copy of written Lockout/Tagout (LOTO) Procedure	☐	☐
List of personnel authorized on jobsite to perform LOTO	☐	☐
Verification of personnel training (copies of certs, cards, etc.)	☐	☐

3. Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)	☐	☐
If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use lifts	☐	☐
Verification of personnel training (copies of certs, cards, etc.)	☐	☐

4. Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)	☐	☐
If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use a forklift	☐	☐
Verification of personnel training (copies of certs, cards, etc.)	☐	☐

5. Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)	☐	☐
If yes, please attach the following:	Attached?	
Copy of written Crane Program	☐	☐
Copy of all expected Crane operators' Certifications	☐	☐
List of personnel designated as Competent under Crane program	☐	☐
Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hearing Conservation Program	☐	☐
	List of personnel working in high noise areas	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
	* Copies of SDS for Chemicals used must be kept at jobsite		
	Please attach the following:	Attached?	
	Copy of written Hazard Communication Program	☐	☐
	List of personnel performing work with chemicals	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐
	List trade names of all hazardous materials which you will be using on site:		

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded? (If no, proceed to Question 13)**	☐	☐
	Do you have the appropriate provisions (signs, devices, barricades/)	☐	☐
	Please attach the following:	Attached?	
	Please provide a list of personnel working in traffic areas.	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written procedure(s)	☐	☐
	List of personnel working with potential exposure to asbestos	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
	Please attach the following:	Attached?	
	Copy of Silica Control Plan	☐	☐
	List of personnel working with potential exposure to silica	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written Fall Protection Program	☐	☐
	List of personnel designated as Competent under Fall Protection Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written Respiratory Protection Program	☐	☐
	List of personnel using respirators	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative, _____,
Name

on _____ at _____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _

To be completed by Contractor

Corrective action plan to abate hazards:

_____
_____
_____
_____
_____
_____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks:

_____
_____
_____
_____
_____
_____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigate	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

City Council Meeting **J. 4.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Axon Enterprise, Inc. in the amount of $3,544,704.03 for body-worn camera equipment/software, Drone as First Responder (DFR), Virtual Reality and Justice Suite; and approval of an additional appropriation of $708,940.79 from the General Fund's unassigned fund balance and Asset Forfeiture Fund (Police Chief Tolber)

MOTION(S):

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

I move to approve an agreement with Axon Enterprise Inc. in the amount of $3,544,704.03 for body worn camera equipment/software, DFR, Virtual Reality and Justice suite; approve an additional appropriation of $708.940.79 from the General Fund's unassigned fund balance and Asset Forfeiture fund.

RECOMMENDATION:

Staff recommends City Council approve an Agreement with Axon for body-worn camera equipment, Drone as First Responder (DFR) and Justice suite in the amount of $3,544,704.03 and approve an additional appropriation of $708.940.79 from the General Fund's unassigned fund balance and Asset Forfeiture fund.

DISCUSSION:

The Redlands Police Department (RPD) seeks to expand its established body-worn camera (BWC) program into a comprehensive digital-evidence management and sharing initiative that demonstrates how mid-sized agencies can integrate data systems across justice partners to improve efficiency and transparency.

Since 2022, RPD has operated 110 LensLock (BWCs) under a five-year lease. This has provided foundational value, but there are certain operational limitations in discovery workflows and manual redaction processes. Lessons learned during this period inform RPD's current plan to integrate automation where feasible while retaining necessary human oversight to maintain evidentiary integrity, assure digital data quality, and develop feedback opportunities to improve practices, all with an eye toward technical operations and optimizing efficacy in deploying BWC in field settings (e.g., automatic BWC activation capacities with lights/siren).

Under the current system, officers must dock cameras at the station to upload footage to servers. This manual workflow produces an average two-week turnaround for providing evidence to the San Bernardino County District Attorney's (SBCDA's) Office. As uploads occur in the station environment, footage cannot be reviewed or shared in real time. Discovery requests and public-records responses require additional export and review steps, straining staff to capacity and increasing the risk of delays and errors. Additionally, there is no automation to link video footage to the record management system, which adds additional time to the discovery process.

The Redlands Police Department submits the criminal cases it investigates to the San Bernardino County District Attorney's Office. The SBCDA uses Axon Justice, a digital evidence management system designed to help its prosecutors and law enforcement partners manage and share evidence. Axon Justice consolidates evidence, has features like automated transcription and redaction, and provides a Criminal Justice Information System (CJIS) compliant method for sharing case information with justice partners. The department's current BWC system is not compatible with the Axon suite of products, which creates inefficiencies and gaps in the transfer of digital evidence between RPD and SBCDA. Currently, District Attorney personnel must import data from the RPD's current BWC system into their system. This is a cumbersome process that requires excessive staff time and causes delays.

Currently, RPD's digital-evidence workflow is fragmented across multiple systems; video storage, stand-alone photo repositories, third-party cloud drives and the department's Records Management System (RMS). Officers and technicians must manually combine video and still images from separate sources, increasing the risk of metadata errors, duplication and chain-of-custody gaps. RPD processes approximately 1,441 video evidence or discovery requests each year, each requiring an average of 1.25 hours for an evidence technician to retrieve, review and export. These manual tasks divert personnel from field operations and contribute to overtime expenditures. Transitioning to Axon Evidence, a digital management tool, will automate this workflow and allow prosecutors to access recordings securely within hours instead of weeks. This enhanced BWC ecosystem will enable staff to focus on community safety and investigative priorities.

In addition to streamlining the process of evidence sharing, Axon BWC's will allow RPD to better serve the community by including real-time translation, which allows an officer to communicate directly with a community member who does not speak English, without the need for a third-party translator. Axon BWC's also have an automatic dictation function that generates a verbatim record of everything that is said on a recorded video. This will greatly improve the accuracy and timeliness of officers' written reports. Axon BWC's have a live tracking GPS capability that shows the device's location in real time, which will significantly enhance officer safety. The department's current BWC system does not have any of these features. The Axon BWC's are fully compatible with the Axon Justice System which allows for digital evidence from third parties such as witnesses and victims to be uploaded to the system. This will allow for a seamless transfer of digital evidence between the RPD and SBCDA.. This is important to ensure successful prosecution and ultimately justice for victims of crime.

RPD plans a full replacement of all 110 BWCs and associated licenses. In addition to the BWC's, this agreement includes Axon/Skydio Drone First Responder (DRF), Axon Fusus, Axon Virtual Reality and Axon Automatic License Plate Recognition (ALPR) system.

In 2018, the Redlands Police Department implemented a drone program. The drones are currently being stored in a pelican case and deployed in the field by police officers. Drones have proven to be a critical tool for deescalation, subject apprehension, rescue, scene reconstruction and overall scene awareness, providing for enhanced officer and community safety.

The drone expansion included in this agreement will create a Drone as a First Responder (DFR) program. The agreement includes (3) Skydio X10s capable of autonomous flight by a remote pilot. The X10's will be strategically positioned in enclosed docking stations throughout the city on city-owned rooftops, ensuring near complete city coverage with response times under 2-minutes. The DFR program will operate out of the RPD Communications Center. As such, DFR is not simply an RPD resource, but will also provide support to the Fire Department and other City departments. This will include emergency and non-emergency callouts for all departments, providing a more comprehensive response and increasing efficiency for city resources and services. Drones can respond to structure and wildland fires, water/cliff rescues, broken water lines and natural disaster scenes. Future expansion could support drone delivery of critical lifesaving devices during medical and rescue emergencies, as well as assist neighboring jurisdictions.

The inclusion of these aircraft, paired with Axon's integrated Axon Air and Fusus real-time intelligence platforms, will allow the department to rapidly deploy drones to priority calls for service, often arriving ahead of ground units. This capability dramatically improves situational awareness for responding officers,

providing live aerial video, thermal imaging, and real-time intelligence that can be streamed directly to the drone pilot and to field personnel. The use of DFR technology has been widely adopted by innovative law enforcement agencies nationwide and has consistently demonstrated improvements in officer safety, faster incident resolution, and reduced use-of-force incidents by providing officers with critical information before they arrive on scene.

The Axon Fusus platform integrates video feeds, data and signals from Axon body-worn cameras, drones, ALPR, tasers and other Axon systems. All these feeds are unified into a single source that is built for, and will enhance, the future possibility of Real Time Information Center (RTIC) operations. Adding Fusus to the Axon package will result in the integration of various Axon products into a one-stop data management shop, making the RTIC a more robust program.

Redlands Police Department currently has 55 Flock automatic license plate readers (ALPRs) strategically placed throughout the city. Axon has agreed to provide 10 ALPR Outpost demo cameras for one year at no cost. The one-year demo will give RPD an opportunity to evaluate performance and integration into Fusus. The ALPRs have been instrumental in providing crucial leads in numerous crimes including robbery, burglary and sexual assault.

No other vendor offers a comparable integrated solution with the same level of interoperability, CJIS compliance and support. Axon's platform is widely adopted across law enforcement agencies and is considered the industry standard amongst localized partners and agencies.

In addition, $254,134.63 in asset forfeiture funds will be used to cover a portion of the first-year costs. The remaining balance of $454,806.16 will be funded through general funds. Funding for subsequent fiscal years will be requested in the Police Department's next biennial budget.

ALTERNATIVES:

Do not approve the agreement with Axon Enterprise Inc.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Rachel Tolber, Police Chief

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

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

PREPARED BY:
Stephen Crane, Deputy Police Chief

Fiscal Impact

Fiscal Year:	2025-26
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	708,940.79
Budgeted Y/N:	N
Account No.:	101202

Discussion:

The contract provides an annual amount not to exceed $708,940.79. Portion of Year 1 will be paid using asset forfeitures in the amount of $254,134.63. The remaining balance of $454,806.16 will be funded through general funds. Funding for subsequent fiscal years will be requested in the Police Department's next biennial budget.

Attachments

Axon Quote
Axon Agreement
Addt'l Appropriation

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-727350-46001AS

Issued: 12/10/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 04/01/2026

Account Number: 107722

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Redlands Police Department 30 Cajon St Redlands, CA 92373-4710 USA	Redlands Police Department - CA PO Box 3005 Redlands CA 92373-1505 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allen Sliper Phone: Email: asliper@axon.com Fax:	Stephen Crane Phone: (909) 335-4794 Email: scrane@redlandspolice.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$3,487,033.30
ESTIMATED TOTAL W/ TAX	$3,544,704.03

Discount Summary

Average Savings Per Year	$723,232.56
TOTAL SAVINGS	$3,616,162.82

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	$697,406.66	$11,534.15	$708,940.81
Mar 2027	$697,406.66	$11,534.15	$708,940.81
Mar 2028	$697,406.66	$11,534.15	$708,940.81
Mar 2029	$697,406.66	$11,534.15	$708,940.81
Mar 2030	$697,406.66	$11,534.13	$708,940.79
Total	**$3,487,033.30**	**$57,670.73**	**$3,544,704.03**

Quote Unbundled Price:	**$7,103,456.80**
Quote List Price:	**$4,118,550.80**
Quote Subtotal:	**$3,487,033.30**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
102182	OUTPOST BUNDLE TRUE-UP	10	1		$43.00	$43.00	$430.00	$37.63	$467.63
S00016	AXON AI - AI ERA	110	60	$271.23	$215.57	$181.71	$1,199,258.50	$0.00	$1,199,258.50
B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	60	$708.56	$319.56	$319.56	$2,109,096.00	$57,316.83	$2,166,412.83
B00061	BUNDLE - OUTPOST WITH TAP	10	59	$334.92	$249.92	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1			$5,000.00	$0.00	$0.00	$0.00	$0.00
101408	AXON FUSUS - CORE - CAD	1			$600.00	$600.00	$600.00	$52.50	$652.50
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4			$600.00	$600.00	$2,400.00	$210.00	$2,610.00
H00001	AB4 Camera Bundle	110			$899.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	14			$1,638.90	$43.90	$614.60	$53.77	$668.37
A la Carte Software									
BasicLicense	Basic License Bundle	10	60		$16.27	$0.00	$0.00	$0.00	$0.00
ProLicense	Pro License Bundle	10	60		$48.82	$0.00	$0.00	$0.00	$0.00
A la Carte Services									
102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	60		$1,301.92	$0.00	$0.00	$0.00	$0.00
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$12,000.00	$12,000.00	$0.00	$12,000.00
102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	60		$141.04	$141.04	$25,387.20	$0.00	$25,387.20
101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1			$35,250.00	$35,250.00	$35,250.00	$0.00	$35,250.00
85055	AXON BODY - PSO - FULL SERVICE	1			$40,000.00	$40,000.00	$40,000.00	$0.00	$40,000.00
101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1			$46,250.00	$46,250.00	$46,250.00	$0.00	$46,250.00
A la Carte Warranties									
102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3			$5,724.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	49		$0.00	$0.00	$0.00	$0.00	$0.00
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3			$5,249.00	$5,249.00	$15,747.00	$0.00	$15,747.00
Total							**$3,487,033.30**	**$57,670.73**	**$3,544,704.03**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK	3	1	03/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RAPIDLOCK			
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	110	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	121	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	121	1	03/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	121	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	14	1	03/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	14	1	03/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	14	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	100126	AXON VR - TACTICAL BAG	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	100748	AXON VR - CONTROLLER - TASER 10	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	4	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101294	AXON VR - TABLET	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101300	AXON VR - TABLET CASE	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101747	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	1	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101751	AXON VR - HEADSET - HTC FOCUS VISION	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101886	SIGNAL SENSOR	110	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101889	AXON SIGNAL - BATTERY - CR2032	110	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	102050	AXON DEDRONEBEYOND RADAR LRR HW KIT (US)	1	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	102054	AXON DEDRONERAPIDRESPONSE RF PLUS OPTICAL	1	1	03/01/2026
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	1	03/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	1	03/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	03/01/2026
BUNDLE - OUTPOST WITH TAP	102032	AXON OUTPOST - CAMERA	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102487	AXON OUTPOST - SOLAR PANEL - 50W	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102552	AXON OUTPOST - POLE - STANDARD	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102737	AXON OUTPOST - STANDARD HARDWARE KIT	10	1	04/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	5	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	113	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	14	1	09/01/2028
BUNDLE - OUTPOST WITH TAP	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	10	1	03/01/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	113	1	03/01/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	14	1	03/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA	101740	AXON - AI SOFTWARE LICENSE	110	04/01/2026	03/31/2031
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	10	04/01/2026	03/31/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	100590	AXON MY90 - LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	100801	AXON RECORDS - OSP LICENSE	110	04/01/2026	03/31/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PREMIUM WITH VR	101706	AXON FUSUS - LICENSE - PRO+ USER	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	101879	AXON AIR - SKYDIO DFR COMMAND FOR OSP	1	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	2	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102207	AXON DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	3	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102207	AXON DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	1	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	20370	AXON VR - USER ACCESS - FULL VR	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73618	AXON COMMUNITY REQUEST	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73638	AXON STANDARDS - LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73739	AXON PERFORMANCE - LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	110	04/01/2026	03/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	04/01/2026	03/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	04/01/2026	03/31/2031
BUNDLE - OUTPOST WITH TAP	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	10	05/01/2026	03/31/2031

Services

Bundle	Item	Description	QTY
AXON AI - AI ERA	101741	AXON - AI PROFESSIONAL SERVICES	110
BUNDLE - OUTPOST WITH TAP	102136	AXON OUTPOST - STANDARD INSTALLATION	10
BUNDLE - OUTPOST WITH TAP	102143	AXON OUTPOST - UPGRADE INSTALLATION	10
BUNDLE - UNLIMITED PREMIUM WITH VR	100105	COMMUNITY LINK/PRO PSO SETUP	1
BUNDLE - UNLIMITED PREMIUM WITH VR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7
BUNDLE - UNLIMITED PREMIUM WITH VR	101743	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	1
BUNDLE - UNLIMITED PREMIUM WITH VR	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1
BUNDLE - UNLIMITED PREMIUM WITH VR	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - UNLIMITED PREMIUM WITH VR	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - UNLIMITED PREMIUM WITH VR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	110
BUNDLE - UNLIMITED PREMIUM WITH VR	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1
A la Carte	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1
A la Carte	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1
A la Carte	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3		
A la Carte	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3		
BUNDLE - UNLIMITED PREMIUM WITH VR	100197	AXON VR - EXT WARRANTY - HEADSET	5	03/01/2027	03/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PREMIUM WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	5	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102228	AXON DEDRONE - DEDRONE BEYOND LONG RANGE EXT WARRANTY	3	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	110	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	3	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	14	03/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	03/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	03/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	03/01/2027	03/31/2031
BUNDLE - OUTPOST WITH TAP	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	10	04/01/2027	03/31/2031
BUNDLE - OUTPOST WITH TAP	102137	AXON OUTPOST - MAINTENANCE	10	04/01/2027	03/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	30 Cajon St	Redlands	CA	92373-4710	USA

Payment Details

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 1	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 1	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00
Year 1	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 1	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.53	$93.53
Year 1	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 1	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 1	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 1	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 1	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.37	$433,282.55
Year 1	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 1	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.75	$133.67
Year 1	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 1	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.15**	**$708,940.81**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 2	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.53	$93.53
Year 2	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 2	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 2	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 2	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 2	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.37	$433,282.55
Year 2	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 2	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.75	$133.67
Year 2	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 2	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.15**	**$708,940.81**

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 3	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00
Year 3	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 3	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.53	$93.53
Year 3	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 3	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 3	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 3	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 3	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.37	$433,282.55
Year 3	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 3	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.75	$133.67
Year 3	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 3	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.15**	**$708,940.81**

Mar 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 4	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00

Mar 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00
Year 4	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 4	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 4	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.53	$93.53
Year 4	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 4	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 4	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 4	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 4	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.37	$433,282.55
Year 4	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 4	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.75	$133.67
Year 4	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 4	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.15**	**$708,940.81**

Mar 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 5	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00
Year 5	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 5	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 5	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.51	$93.51
Year 5	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 5	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 5	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 5	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 5	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.35	$433,282.53
Year 5	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 5	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.77	$133.69
Year 5	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 5	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.13**	**$708,940.79**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/10/2025

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums not in dispute at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. Except for sums in dispute, if Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.**

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)

use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

    17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable. Customer may also terminate if Axon is placed into a receivership, files bankruptcy either voluntarily or involuntarily or upon the dissolution of Axon.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality. "Confidential Information"** means nonpublic information expressly marked as confidential l. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, subpoena or court order, neither Party will disclose the other Party's Confidential Information during the Term. This Agreement, pricing and all records listed in section 19.12 are public information and not subject to this provision. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will use best efforts to provide notice to Axon before disclosure. This provision does not apply to information that:

    (a) has entered the public domain except where such entry is the result of the receiving party's breach of this Agreement;

    (b) prior to disclosure hereunder, was already in the receiving party's possession and not subject to any confidentiality obligations, as demonstrated by written evidence;

    (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party; or

    (d) has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as demonstrated by written evidence.

19. **General.**

    19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and

international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (afor purposes of financing, merger, acquisition, corporate reorganization, or sale of all or more than 50% of all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and San Bernardino County state courts and the Riverside County federal courts shall be the venue for the resolution of any dispute arising from this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

CITY OF REDLANDS_____

Signature: _____

Name: Mario Saucedo_____

Title: Mayor_____

Date: December 16, 2025_____

ATTEST:

_____

Jeanne Donaldson, City Clerk

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

   5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud

Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

   8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws,

anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    12.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    12.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    12.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    13.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    13.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

    13.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

15. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    16.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

16.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

16.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

16.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

16.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

17. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

18. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

19. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

20. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

   2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

   2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

   2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

      2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

      2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

      2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

   3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities.**

   4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

   4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

   4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions**:**

   5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

   5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

   5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

   8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

   8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.

11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities.** Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the

Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User

Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or

service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-727350-46001AS

Issued: 12/10/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 04/01/2026

Account Number: 107722

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Redlands Police Department 30 Cajon St Redlands, CA 92373-4710 USA	Redlands Police Department - CA PO Box 3005 Redlands CA 92373-1505 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allen Sliper Phone: Email: asliper@axon.com Fax:	Stephen Crane Phone: (909) 335-4794 Email: scrane@redlandspolice.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$3,487,033.30
ESTIMATED TOTAL W/ TAX	$3,544,704.03

Discount Summary

Average Savings Per Year	$723,232.56
TOTAL SAVINGS	$3,616,162.82

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	$697,406.66	$11,534.15	$708,940.81
Mar 2027	$697,406.66	$11,534.15	$708,940.81
Mar 2028	$697,406.66	$11,534.15	$708,940.81
Mar 2029	$697,406.66	$11,534.15	$708,940.81
Mar 2030	$697,406.66	$11,534.13	$708,940.79
Total	**$3,487,033.30**	**$57,670.73**	**$3,544,704.03**

Quote Unbundled Price:	**$7,103,456.80**
Quote List Price:	**$4,118,550.80**
Quote Subtotal:	**$3,487,033.30**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
102182	OUTPOST BUNDLE TRUE-UP	10	1		$43.00	$43.00	$430.00	$37.63	$467.63
S00016	AXON AI - AI ERA	110	60	$271.23	$215.57	$181.71	$1,199,258.50	$0.00	$1,199,258.50
B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	60	$708.56	$319.56	$319.56	$2,109,096.00	$57,316.83	$2,166,412.83
B00061	BUNDLE - OUTPOST WITH TAP	10	59	$334.92	$249.92	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1			$5,000.00	$0.00	$0.00	$0.00	$0.00
101408	AXON FUSUS - CORE - CAD	1			$600.00	$600.00	$600.00	$52.50	$652.50
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4			$600.00	$600.00	$2,400.00	$210.00	$2,610.00
H00001	AB4 Camera Bundle	110			$899.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	14			$1,638.90	$43.90	$614.60	$53.77	$668.37
A la Carte Software									
BasicLicense	Basic License Bundle	10	60		$16.27	$0.00	$0.00	$0.00	$0.00
ProLicense	Pro License Bundle	10	60		$48.82	$0.00	$0.00	$0.00	$0.00
A la Carte Services									
102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	60		$1,301.92	$0.00	$0.00	$0.00	$0.00
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$12,000.00	$12,000.00	$0.00	$12,000.00
102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	60		$141.04	$141.04	$25,387.20	$0.00	$25,387.20
101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1			$35,250.00	$35,250.00	$35,250.00	$0.00	$35,250.00
85055	AXON BODY - PSO - FULL SERVICE	1			$40,000.00	$40,000.00	$40,000.00	$0.00	$40,000.00
101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1			$46,250.00	$46,250.00	$46,250.00	$0.00	$46,250.00
A la Carte Warranties									
102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3			$5,724.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	49		$0.00	$0.00	$0.00	$0.00	$0.00
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3			$5,249.00	$5,249.00	$15,747.00	$0.00	$15,747.00
Total							**$3,487,033.30**	**$57,670.73**	**$3,544,704.03**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK	3	1	03/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RAPIDLOCK			
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	110	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	121	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	121	1	03/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	121	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	14	1	03/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	14	1	03/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	14	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	100126	AXON VR - TACTICAL BAG	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	100748	AXON VR - CONTROLLER - TASER 10	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	4	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101294	AXON VR - TABLET	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101300	AXON VR - TABLET CASE	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101747	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	1	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101751	AXON VR - HEADSET - HTC FOCUS VISION	5	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101886	SIGNAL SENSOR	110	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	101889	AXON SIGNAL - BATTERY - CR2032	110	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	102050	AXON DEDRONEBEYOND RADAR LRR HW KIT (US)	1	1	03/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	102054	AXON DEDRONERAPIDRESPONSE RF PLUS OPTICAL	1	1	03/01/2026
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	1	03/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	1	03/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	03/01/2026
BUNDLE - OUTPOST WITH TAP	102032	AXON OUTPOST - CAMERA	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102487	AXON OUTPOST - SOLAR PANEL - 50W	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102552	AXON OUTPOST - POLE - STANDARD	10	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102737	AXON OUTPOST - STANDARD HARDWARE KIT	10	1	04/01/2026
BUNDLE - UNLIMITED PREMIUM WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	5	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	5	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	113	1	09/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	14	1	09/01/2028
BUNDLE - OUTPOST WITH TAP	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	10	1	03/01/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	113	1	03/01/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	14	1	03/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA	101740	AXON - AI SOFTWARE LICENSE	110	04/01/2026	03/31/2031
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	10	04/01/2026	03/31/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	100590	AXON MY90 - LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	100801	AXON RECORDS - OSP LICENSE	110	04/01/2026	03/31/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PREMIUM WITH VR	101706	AXON FUSUS - LICENSE - PRO+ USER	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	101879	AXON AIR - SKYDIO DFR COMMAND FOR OSP	1	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	2	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102207	AXON DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	3	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102207	AXON DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	1	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	20370	AXON VR - USER ACCESS - FULL VR	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73618	AXON COMMUNITY REQUEST	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73638	AXON STANDARDS - LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73739	AXON PERFORMANCE - LICENSE	110	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	04/01/2026	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	110	04/01/2026	03/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	04/01/2026	03/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	04/01/2026	03/31/2031
BUNDLE - OUTPOST WITH TAP	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	10	05/01/2026	03/31/2031

Services

Bundle	Item	Description	QTY
AXON AI - AI ERA	101741	AXON - AI PROFESSIONAL SERVICES	110
BUNDLE - OUTPOST WITH TAP	102136	AXON OUTPOST - STANDARD INSTALLATION	10
BUNDLE - OUTPOST WITH TAP	102143	AXON OUTPOST - UPGRADE INSTALLATION	10
BUNDLE - UNLIMITED PREMIUM WITH VR	100105	COMMUNITY LINK/PRO PSO SETUP	1
BUNDLE - UNLIMITED PREMIUM WITH VR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	7
BUNDLE - UNLIMITED PREMIUM WITH VR	101743	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	1
BUNDLE - UNLIMITED PREMIUM WITH VR	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1
BUNDLE - UNLIMITED PREMIUM WITH VR	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - UNLIMITED PREMIUM WITH VR	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - UNLIMITED PREMIUM WITH VR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	110
BUNDLE - UNLIMITED PREMIUM WITH VR	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1
A la Carte	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1
A la Carte	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1
A la Carte	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3		
A la Carte	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3		
BUNDLE - UNLIMITED PREMIUM WITH VR	100197	AXON VR - EXT WARRANTY - HEADSET	5	03/01/2027	03/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PREMIUM WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	5	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	5	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	102228	AXON DEDRONE - DEDRONE BEYOND LONG RANGE EXT WARRANTY	3	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	110	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	3	03/01/2027	03/31/2031
BUNDLE - UNLIMITED PREMIUM WITH VR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	14	03/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	03/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	03/01/2027	03/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	03/01/2027	03/31/2031
BUNDLE - OUTPOST WITH TAP	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	10	04/01/2027	03/31/2031
BUNDLE - OUTPOST WITH TAP	102137	AXON OUTPOST - MAINTENANCE	10	04/01/2027	03/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	30 Cajon St	Redlands	CA	92373-4710	USA

Payment Details

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 1	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 1	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00
Year 1	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 1	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.53	$93.53
Year 1	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 1	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 1	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 1	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 1	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.37	$433,282.55
Year 1	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 1	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.75	$133.67
Year 1	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 1	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.15**	**$708,940.81**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 2	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.53	$93.53
Year 2	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 2	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 2	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 2	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 2	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.37	$433,282.55
Year 2	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 2	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.75	$133.67
Year 2	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 2	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.15**	**$708,940.81**

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 3	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00
Year 3	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 3	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.53	$93.53
Year 3	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 3	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 3	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 3	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 3	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.37	$433,282.55
Year 3	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 3	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.75	$133.67
Year 3	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 3	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.15**	**$708,940.81**

Mar 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 4	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00

Mar 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00
Year 4	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 4	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 4	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.53	$93.53
Year 4	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 4	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 4	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 4	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 4	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.37	$433,282.55
Year 4	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 4	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.75	$133.67
Year 4	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 4	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.15**	**$708,940.81**

Mar 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	101267	AXON VR - PSO - FULL INSTALLATION	1	$2,400.00	$0.00	$2,400.00
Year 5	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	$480.00	$42.00	$522.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	$120.00	$10.50	$130.50
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101499	AXON AIR - SKYDIO X10 DOCK COMMISSIONING	1	$7,050.00	$0.00	$7,050.00
Year 5	101502	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING	1	$9,250.00	$0.00	$9,250.00
Year 5	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	$3,149.40	$0.00	$3,149.40
Year 5	102182	OUTPOST BUNDLE TRUE-UP	10	$86.00	$7.51	$93.51
Year 5	102294	AXON AIR - SKYDIO DOCK FOR X10 - MAINT. AND REPAIR - PREMIUM	1	$0.00	$0.00	$0.00
Year 5	102367	AXON AIR - SKYDIO CARE X10 SAFE VEH - DOCKOPS THRM 2.5YR	3	$0.00	$0.00	$0.00
Year 5	102527	AXON AIR - SKYDIO PARACHUTE PLAN FOR X10	3	$5,077.44	$0.00	$5,077.44
Year 5	85055	AXON BODY - PSO - FULL SERVICE	1	$8,000.00	$0.00	$8,000.00
Year 5	B00050	BUNDLE - UNLIMITED PREMIUM WITH VR	110	$421,819.18	$11,463.35	$433,282.53
Year 5	B00061	BUNDLE - OUTPOST WITH TAP	10	$0.00	$0.00	$0.00
Year 5	BasicLicense	Basic License Bundle	10	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	110	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	14	$122.92	$10.77	$133.69
Year 5	ProLicense	Pro License Bundle	10	$0.00	$0.00	$0.00
Year 5	S00016	AXON AI - AI ERA	110	$239,851.72	$0.00	$239,851.72
Total				**$697,406.66**	**$11,534.13**	**$708,940.79**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/10/2025

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/04/25

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Contractual Services	101202	6710		454,806.16
Asset Forf Sp Contractual Srvcs	246200	6710		254,134.63
				$ 708,940.79 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

JUSTIFICATION: Axon's body worn camera equipment/software, DFR, Virtual Reality and Justice suite

Requested By: Rachel Tolber
Department Head

Recommended By Finance Director:

Yes ____ No ____ Signed ____

Comments: ____

Recommended: ____
City Manager

Approved by City Council:

Date: ____

Signed: ____
City Clerk

City Council Meeting **J. 5.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2988 to Amend and Restate Chapter 6.05 of the Redlands Municipal Code Relating to the Regulation of Potentially Dangerous and Vicious Dogs (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

I move to introduce Ordinance No. 2988

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 2988, amending chapter 6.05 of the Redlands Municipal Code to enhance definitions, enforcement procedures, owner responsibilities, and public safety measures related to potentially dangerous and vicious dogs, ensuring consistency with current best practices in animal control.

DISCUSSION:

The Animal Services Division of the Facilities and Community Services Department at the City of Redlands oversees both Animal Control functions and the operation of the Redlands Animal Shelter for the City. Currently, there are sections of the Redlands Municipal Code within Chapter 6.05, (Vicious and Potentially Dangerous Dogs) that are antiquated to current standards, including definitions, procedures and regulations.

This amendment to Redlands Municipal Code Chapter 6.05 (Potentially Dangerous and Vicious Dogs) will update definitions, clarify procedures for declaring a dog as potentially dangerous or vicious, and enhance enforcement

measures. The proposed amendment establishes clear criteria for designating dogs as potentially dangerous or vicious, specifies the responsibilities of dog owners, defines the authority of animal control officers, and outlines appeal processes and penalties for non-compliance. The amendment also incorporates provisions for the removal of the potentially dangerous designation under specific conditions. The proposed amendments were carefully reviewed and aligned with best practices and legal standards to ensure clarity, consistency, and enforceability within the City of Redlands.

Definitions of Potentially Dangerous and Vicious Dogs

Current Process:
Currently, Chapter 6.05 of the Redlands Municipal Code provides definitions for "potentially dangerous dogs" and "vicious dogs." A dog may be classified as potentially dangerous if it has engaged in unprovoked behavior that poses a risk to people or animals on two separate occasions within a 36-month period. A dog is classified as vicious if it has inflicted severe injury or killed a person without provocation, or if it has been previously declared potentially dangerous and continues the harmful behavior.

Amendment:
The revised ordinance refines the definitions of "potentially dangerous" and "vicious" dogs. It expands the criteria for classification to include incidents occurring within common areas of multi-family residential properties and broadens the scope of behaviors that qualify, including attacking or injuring domestic animals or livestock. The definition of "severe injury" is also updated to include any injury that causes significant harm or requires medical treatment, such as fractures, muscle tears, or disfiguring lacerations. This change provides clearer guidance for enforcement and ensures consistent interpretation.

Administrative Hearing Procedures

Current Process: The City’s Municipal Code allows for a hearing before the Animal Control Board when a dog is declared potentially dangerous or vicious. The Board is responsible for determining whether the dog meets the criteria, and owners may appeal the decision to the superior court of San Bernardino County. However, the process for notification, hearing, and appeal lacks specific timelines and procedural details, which can lead to inconsistencies.

Amendment: The updated ordinance establishes a structured process for administrative hearings, including the issuance of a written Notice and Order to the dog owner, detailing the reasons for the designation and outlining the owner’s right to appeal. The appeal process is clarified, including a requirement for owners to submit an appeal within ten (10) calendar days of receiving the Notice and Order. The amendments also designate an Administrative Hearing Officer to conduct hearings instead of the Animal Control Board, ensuring a more formal and consistent process.

Owner Responsibilities and Compliance Conditions

Current Process: Under the existing ordinance, owners of potentially dangerous or vicious dogs are required to comply with general conditions to ensure public safety. However, the specific requirements for maintaining and controlling such dogs are not well-defined, creating ambiguity in enforcement.

Amendment: The amended ordinance introduces explicit conditions for owners of potentially dangerous or vicious dogs, including:

- Mandatory licensing, vaccination, and microchipping of the dog.
- Proof of liability insurance coverage of at least $100,000.
- Completion of an obedience training course.
- Secure containment of the dog on the owner's property, and use of a leash and muzzle when off-premises.
- Clear signage on the owner's property indicating the presence of a potentially dangerous or vicious dog.
- Notification requirements if the dog is sold, transferred, or dies.

Authority to Seize and Impound Dangerous Dogs

Current Process: The current ordinance allows animal control officers or law enforcement officers to seize and impound a dog if it is deemed an immediate threat to public safety. However, the criteria for seizing a dog and the procedures for impoundment are not clearly defined.

Amendment: The updated ordinance clearly outlines the authority of animal control officers and law enforcement officers to seize and impound a dog that poses an immediate threat to public safety. It specifies the conditions under which officers may enter private property to seize a dog, including obtaining a warrant or obtaining consent from the property owner. The owner of an impounded dog is responsible for all associated fees and costs, which must be paid before the dog is released.

Notice and Order for Potentially Dangerous or Vicious Dogs

Current Process: The existing code allows for the issuance of a Notice and Order to the owner of a potentially dangerous or vicious dog, but the required content of the notice and the process for serving it are not clearly specified.

Amendment: The revised ordinance standardizes the content of the Notice and Order, which must include:

- A description of the dog.
- The owner's name and address.
- A statement of the findings that led to the dog's designation as potentially dangerous or vicious.

- Specific conditions for maintaining the dog within the city.
- Instructions for appealing the Notice and Order, including deadlines.
- Information on the consequences of non-compliance.

Enhanced Penalties and Enforcement

Current Process: The existing ordinance establishes fines for violations involving potentially dangerous or vicious dogs but lacks a detailed framework for enforcement.

Amendment: The amended ordinance enhances enforcement by declaring each violation a public nuisance and specifying that penalties may include administrative fines, seizure of the dog, or other remedies. It also clarifies that the City may impose processing fees for registrations, applications, and appeals related to potentially dangerous or vicious dogs.

Exemptions and Limitations

Current Process: The existing ordinance applies to all dogs within the City of Redlands, but it does not clearly exempt certain facilities, such as licensed kennels, animal shelters, and veterinary offices.

Amendment: The revised ordinance explicitly states that the provisions of Chapter 6.05 do not apply to licensed kennels, humane society shelters, animal control facilities, or veterinary practices. This ensures that the regulations focus on privately-owned dogs and do not impose unnecessary burdens on facilities providing essential services.

Public Awareness and Education

Current Process: The current ordinance does not require any form of public notification to ensure that residents are aware of potentially dangerous or vicious dogs in their neighborhood.

Amendment: The revised ordinance mandates that owners of potentially dangerous or vicious dogs must post visible signs on their property indicating the presence of such dogs. This promotes transparency and helps ensure that residents are aware of potential risks in their community.

ALTERNATIVES:

The City Council may continue the matter to allow additional time to review Ordinance No. 2988, or reject adoption of Ordinance No. 2988 and direct staff to make further revisions.

STRATEGIC PLAN:

Not Applicable

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

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

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

PREPARED BY:
Salomon Abdel-Aziz, Management Analyst

Fiscal Impact

Fiscal Year: FY 2024/25

Discussion:

There is no fiscal impact associated with this action.

Attachments

A. Ordinance No. 2988 - Legislative

B. Ordinance No. 2988 - Clean

ORDINANCE NO. 2988

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING IN ITS ENTIRETY CHAPTER 6.05 OF TITLE 6 OF THE REDLANDS MUNICIPAL CODE RELATING TO VICIOUS AND POTENTIALLY DANGEROUS DOGS

WHEREAS, Chapter 6.05 ("Vicious and Potentially Dangerous Dogs") of the Redlands Municipal Code establishes definitions, procedures, and regulations related to the identification and management of potentially dangerous and vicious dogs within the City of Redlands; and

WHEREAS, Ordinance No. 2988 would amend Chapter 6.05 of the Redlands Municipal Code to update and clarify definitions for "potentially dangerous dogs" and "vicious dogs," and other definitions specifying behaviors, circumstances, and conditions that qualify a dog for such designations; and

WHEREAS, Ordinance No. 2988 further refines the definitions of "severe injury," "provoke," "impounded," and "owner" to ensure consistent interpretation and enforcement of animal services regulations within the City; and

WHEREAS, Ordinance No. 2988 enhances public safety by specifying the authority of animal control officers and law enforcement to seize and impound dogs posing an immediate threat, while also updating procedures for administrative hearings by hearing officer, appeal rights, and compliance conditions for owners of potentially dangerous or vicious dogs; and

WHEREAS, the City Council has determined that these amendments are necessary to protect the health, safety, and welfare of residents, pet owners, and the general public within the City of Redlands.

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

Section 1. Chapter 6.05 of Title 6 of the Redlands Municipal Code is hereby amended in its entirety to read as follows:

"CHAPTER 6.05
VICIOUS AND POTENTIALLY DANGEROUS DOGS

SECTION:

6.05.010: Potentially Dangerous Dog Defined
6.05.020: Vicious Dog Defined
6.05.030: Severe Injury Defined
6.05.040: Provoke Defined
6.05.050: Impound Defined 6.05.060: Owner Defined 6.05.070: Nonapplication of Chapter
6.05.080: Ownership or Custody of Potentially Dangerous or Vicious Dog
6.05.090: Administrative Hearing Officer
6.05.100: Right of Entry and Inspection
6.05.110: Authority to Seize and Impound Dog Posing an Immediate Threat to Public Safety

6.05.120: Notice & Order of Potentially Dangerous or Vicious Dog
6.05.130: Service
6.05.140: Circumstances Under Which Dogs May Not Be Declared Potentially Dangerous Or Vicious
6.05.150: Potentially Dangerous Designation Maintained In Registration Records
6.05.160: Removal Of Potentially Dangerous Dog Designation and Relief from Conditions Thereof
6.05.170: Prohibition Of Owning, Possessing, Controlling Or Having Custody of Other Dogs
6.05.180: Penalties, Fines, Fees and Remedies

6.05.010: POTENTIALLY DANGEROUS DOG DEFINED:
"Potentially dangerous dog" means any of the following:

A. Any dog ~~which, when unprovoked,~~ that on two (2) separate occasions within the ~~prior~~ preceding thirty six (36) month period, engaged in any unprovoked behavior that required a defensive action by any person to prevent bodily injury to a person, domestic animal, or livestock, ~~when the person and the dog were~~ off the property of the owner ~~or keeper of the dog~~ or within a common area of a multi-family residential property.

B. Any dog which, when unprovoked, bites a person causing a less severe injury than as defined in section 6.05.030 of this Chapter.

C. Any dog which, when unprovoked, on two (2) separate occasions within the prior thirty six (36) month period, has seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner ~~or keeper~~ of the dog or within a common area of a multi-family residential property.

D. Any dog ~~off the property of the owner or keeper of the dog~~, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury to a domestic animal or livestock while off the property of the owner of the dog or within a common area of a multi-family residential property.

6.05.020: VICIOUS DOG DEFINED:
"Vicious dog" means any of the following:

A. Any dog seized under section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner ~~or keeper~~ under subdivision (a), section 597.5 of the Penal Code;

B. Any dog which, when unprovoked, ~~in an aggressive manner,~~ inflicts severe injury on or kills a human being;

C. Any dog previously determined to be and currently listed as a potentially dangerous dog in the City of Redlands, or a potentially dangerous dog, dangerous dog, or vicious dog in any other jurisdiction, which, after its owner ~~or keeper~~ has been notified of this determination, continues the behavior described in section 6.05.010 of this Chapter or is maintained in violation of any conditions imposed pursuant to sections ~~6.05.110,~~ 6.05.120 ~~or 6.05.130~~ of this Chapter, a stipulation, an administrative decision, a court order, or restrictions placed upon it by another jurisdiction.

6.05.030: SEVERE INJURY DEFINED:
"Severe injury" means any physical injury to a human being that results in a serious illness or injury, including, but not limited to, a major fracture, muscle tears, or disfiguring lacerations, or that requires multiple sutures, or corrective or cosmetic surgery.

6.05.40: PROVOKE DEFINED:
"Provoke" means to perform an intentional act or omission that a reasonable person would conclude is likely to cause a bite, injury, or attack by an ordinary dog.

6.05.050: IMPOUND~~ED~~ DEFINED:
"Impound~~ed~~" means to take~~n~~ into the custody of the public pound or animal services division or provider of animal services to the city.

6.05.060: OWNER DEFINED:
"Owner" means and includes any person who is listed as an owner of a dog on a dog license, as well as any other person who controls, keeps, harbors, or has custody of the dog.

6.05.070: NONAPPLICATION OF CHAPTER:
Except where otherwise set forth in this Chapter, the provisions of this Chapter do not apply to licensed kennels, humane society shelters, animal services facilities, or veterinarians; nor shall the provisions of this Chapter apply to dogs while utilized by any police department or any law enforcement officer in the performance of police work.

6.05.080: OWNERSHIP OR CUSTODY OF POTENTIALLY DANGEROUS OR VICIOUS DOG:

A. It is a public nuisance and a misdemeanor offense for any person to own, possess, keep, or have care, custody, or control of a dog within the City of Redlands that has been declared to be potentially dangerous or vicious, except if in compliance with the provisions of this Chapter.

B. Any person who owns, possesses, or has care, custody, or control of a dog within the City of Redlands that has been declared to be potentially dangerous or vicious shall adhere to all conditions imposed pursuant to any notice, order, or decision issued pursuant to the provisions of this Chapter.

C. Any person who owns, possesses, or has care, custody, or control of a dog within the City of Redlands that has been declared to be potentially dangerous, dangerous, or vicious in any other jurisdiction, shall notify the Animal Services Supervisor for the City of Redlands within three (3) business days of the dog's entry into the City of Redlands.

6.05.090: ADMINISTRATIVE HEARING OFFICER:
The administrative hearing officer shall be appointed and have the authority as set forth in this Chapter and Section 1.22.100 of this Code.

6.05.100: RIGHT OF ENTRY AND INSPECTION:
Any animal control officer, law enforcement officer, or other official authorized to enforce the provisions of this Chapter may enter and inspect private real property and buildings thereon as follows:

A. The owner or occupant of the building or property consents to the entry and inspection after the authorized official presents his credentials and explains the reasons for the entry and inspection; or,

B. The authorized official obtains a warrant for the entry and inspection of a building or property pursuant to California Code of Civil Procedure Sections 1822.50, *et seq*. or any other applicable law; or,

C. The authorized official is complying with an Order issued by the San Bernardino Superior Court or other Court of competent jurisdiction; or,

D. The authorized official has reasonable cause to believe that the keeping of an animal on the property is so hazardous, unsafe, or dangerous that an immediate inspection is necessary to safeguard an animal or public health and safety. Under these circumstances, the authorized official may use reasonable means to immediately enter and inspect the building or property after presenting proper credentials to the owner or occupant and requesting entry, if possible, under the circumstances.

6.05.110: AUTHORITY TO SEIZE AND IMPOUND DOG POSING AN IMMEDIATE THREAT TO PUBLIC SAFETY:
Where any animal control officer, law enforcement officer, or other official authorized to enforce the provisions of this Chapter determines that probable cause exists to believe the dog in question poses an immediate threat to public safety, the official may order any of the following pending a determination pursuant to this Chapter of whether the dog is potentially dangerous or vicious:

A. **Seize and impound the dog**.

1. Any animal control officer, law enforcement officer, or other official authorized to enforce the provisions of this Chapter may enter onto private property, and any building or structure thereon, to seize a dog as set forth in Section 6.05.100 of this Chapter.

2. The owner of the dog will be liable for fees, costs, and expenses of seizing and impounding the dog (including any associated housing, feeding, and medical costs) if the dog is subsequently determined

to be potentially dangerous or vicious in accordance with this Chapter. All fees, costs, and expenses shall be paid before release of the dog, but no later than 14 days after the dog is available to be released. No dog shall be released unless licensed and vaccinated; or,

3. If the Animal Services Supervisor determines that it is not contrary to public safety, the animal control officer may permit the animal to be confined in a city-approved kennel or veterinary facility , at the owner's expense. In such instance, once confined, the dog shall not be released or relocated without prior approval of the Animal Services Supervisor.

B. **Order containment of the dog.** If the Animal Services Supervisor determines that it is not contrary to public safety, the animal control officer may permit the animal to be confined in either of the following alternative locations at the owner's expense:

1. **City-approved kennel or veterinary facility**. In such instance, once confined, the dog shall not be released or relocated without prior approval of Animal Services Supervisor; or,

2. **Owner's premises** – In such instance, the owner shall keep the dog securely restrained on the owner's premises either by use of a chain attached to the dog's collar or harness, or within an enclosure sufficiently strong enough to prevent the dog from escaping – and may not be taken off the owner's premises unless muzzled and restrained by a substantial leash, not exceeding six feet in length, and under the control of an adult capable of restraining and controlling the dog.. The dog may be required to wear a bright reflective collar visible at 50 feet in normal daylight. The Animal Services Supervisor may also impose additional conditions upon the release of the dog consistent with this Chapter.

~~C. If the animal control officer, or law enforcement officer determines that probable cause exists to believe the dog in question poses an immediate threat to public safety, he or she may seize and impound the dog pending the hearings held pursuant to this chapter. If the dog is later adjudicated potentially dangerous or vicious, the owner or keeper of the dog will be liable for costs and expenses of impounding the dog.~~

~~B. If the chief animal control officer determines that the impoundment is not contrary to public safety, he or she shall permit the animal to be confined in a city approved kennel or veterinary facility, at the owner's expense.~~

6.05.120: NOTICE & ORDER OF POTENTIALLY DANGEROUS OR VICIOUS DOG:
If the Animal Services Supervisor, or designee thereof, has cause to believe that a dog is potentially dangerous or vicious, as defined in this Chapter, the Animal Services Supervisor, or designee thereof, may find and declare a dog to be potentially dangerous or vicious in accordance with the provisions set forth herein.

A. **Notice & Order**. Upon finding a dog to be potentially dangerous or vicious, the Animal Services Supervisor, or designee thereof, shall issue a written Notice & Order to the owner that shall contain, at a minimum, the following information:

1. A description of the dog that is the subject of the Notice & Order;
2. The owner of the dog that is the subject of the Notice & Order;
3. The residential address of the dog that is the subject of the Notice & Order;
4. A recital of any findings that the dog is potentially dangerous or vicious;
5. A description of actions or facts that give rise to the finding that the dog is potentially dangerous or vicious;
6. Either an order imposing conditions for the release of the dog and authorizing the dog to remain in the City of Redlands, or, alternatively, if the release of the dog would create a significant threat to the public health, safety, and welfare, an order that the dog be euthanized;

7. The right of the owner of the dog to appeal the Notice & Order, the procedures for appealing the Notice & Order – including any applicable deadlines to appeal the Notice & Order as set forth in Section 6.05.120.C of this Chapter;

8. A statement that the Notice & Order shall be final and binding unless timely appealed; and,

9. The name of the Animal Services Supervisor or designee thereof and the date of the Notice & Order.

B. **Conditions for Maintenance of Potentially Dangerous or Vicious Dog in City**.

1. In order to protect the health, safety, and welfare of the public, upon a determination that a dog is potentially dangerous or vicious and that the dog can be released to the custody of the owner of the dog, the Animal Services Supervisor (or designee thereof) shall impose the following conditions upon any dog declared to be potentially dangerous or vicious.

a. The dog shall be licensed and vaccinated in accordance with Chapter 6.04 of this Code, and microchipped, at owner's expense.

b. The dog shall be spayed or neutered, at owner's expense.

c. The dog shall be subject to annual registration with the Animal Services Supervisor as a potentially dangerous or vicious dog as long as the animal is alive and residing within the City (or until such designation is removed pursuant to the provisions of this Chapter).

d. The owner of the dog shall obtain a policy of liability insurance or a bond in an amount not less than one hundred thousand dollars ($100,000) to provide coverage for damages and injuries caused by the dog, evidence of such to be filed with the Animal Services Supervisor (or designee thereof).

e. The owner of the dog shall notify in writing the United States Post Office (local branch) and all utility companies providing service to the residence of the dog's status as a potentially dangerous or vicious dog.

f. The owner of the dog must complete an obedience course for a minimum of ten (10) hours of training with the dog, at the owner's expense, within sixty (60) calendar days after release of the dog to the owner of the dog. The course must be approved by the Animal Services Supervisor or designee thereof before the release of the dog. If the dog was not impounded, the owner must obtain approval of the course by the Animal Services Supervisor or designee thereof, within fourteen (14) calendar days after the notice, decision, and/or order is issued.

g. While on the premises of the owner of the dog, the dog must be kept indoors or in a securely fenced yard or enclosure from which the dog cannot escape, and into which children cannot trespass.

h. When off the premises of the owner of the dog, the dog must be kept at all times on a leash not exceeding six feet (6') in length by an adult capable of restraining and controlling the dog, and under that person's immediate control. At no time may the animal be left unattended in a public place.

i. The owner of the dog shall post one or more signs on the premises at a location or locations approved by the Animal Services Supervisor (or designee thereof) easily visible to all visitors stating that a potentially dangerous or vicious dog resides at the premises.

j. The owner of the dog shall provide a copy of any notice, order, or determination issued pursuant to the provisions of this Chapter to any subsequent owner of the dog, as well as to the animal control agency in any other jurisdiction where the dog resides.

k. The owner of the dog shall notify the Animal Services Supervisor, or designee thereof, immediately in the event the dog is at large, or has committed an attach on any person or animal, has been sold or otherwise disposed or, or has died.

2. The Animal Services Supervisor, or designee thereof, may, in his or her discretion, impose any other condition consistent with the intent of this Chapter and reasonably necessary to protect the public health, safety, and welfare – including, but not limited to, requiring a potentially dangerous dog or vicious dog to wear a muzzle at all times, or when off the owner's premises.

3. If the dog is determined to be potentially dangerous or vicious and that release of the dog would create a significant threat to the health, safety, and welfare of the public, the Animal Services Supervisor may order the dog to be euthanized. However, the dog shall not be euthanized until after any notice, decision, or order issued pursuant to this Chapter is deemed a final and binding administrative decision/action.

C. **Request for Appeal Hearing**. The owner of any dog subject to a Notice & Order issued pursuant to the provisions of this Chapter may challenge the Notice & Order by filing a written request for a hearing on a City-approved form within ten (10) calendar days of the Notice & Order. The request for hearing shall contain, at a minimum, the following information:

1. The name, address, and telephone number of each person requesting a hearing to challenge the Notice & Order;
2. The date of the Notice & Order being appealed;
3. The specific finding(s), order(s), and/or condition(s) being appealed;
4. The grounds for the appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy; and,
5. The signature of at least one appellant.

Failure of the City Clerk to receive a timely appeal constitutes a waiver of the right to contest the Notice & Order, in which case, the Notice & Order shall be final and binding.

D. **Conduct of Administrative Appeal Hearing**. The hearing shall be open to the public and held not less than five (5) working days nor more than ten (10) working days after receipt by the City Clerk of a timely filed request for hearing. ~~service of the notice upon the owner or keeper of the dog.~~ Formal rules of evidence do not apply. The administrative hearing officer may admit all relevant evidence, including incident reports and affidavits of witnesses, limit the scope of discovery, and may shorten the time to produce records or witnesses. The administrative hearing officer may decide all issues even if the owner ~~or keeper~~ fails to appear at the hearing. The administrative hearing officer may find, upon a preponderance of the evidence, that the dog is potentially dangerous or vicious and make such other orders authorized by Sections 6.05.120.B and/or other provisions of this Chapter.

E. **Decision and Order After Appeal**. After the administrative appeal hearing ~~conducted pursuant to section 6.05.060 of this chapter~~, the administrative hearing officer, or designee, shall~~, either personally or by first class mail, postage prepaid,~~ notify the owner of the dog in writing of the determination and orders issued. Notwithstanding any other provision of the Redlands Municipal Code, the decision and order by the administrative hearing officer issued pursuant to this Section shall be final and binding, and not subject to any further administrative appeal or challenge. Judicial review of the decision is governed by California Code of Civil Procedure Sections 1094.5, *et seq*.

~~F. If the hearing officer determines that the dog is potentially dangerous or vicious, the owner or keeper shall comply with sections 6.05.110 to 6.05.160 of this chapter within ten (10) days after the date of the determination, as well as all other orders and conditions issued and imposed by the administrative hearing officer.~~

6.05.130: SERVICE:

A. Every notice, order, decision, or other correspondence issued pursuant to the provisions of this Chapter shall be served upon the owner(s) of the subject dog either via personal delivery or via first class mail, postage prepaid. The date of service shall be the date the notice, order, decision, or other correspondence is personally delivered or placed in a U.S. Postal Service receptacle.

B. Any notice, order, decision or other correspondence issued by mail shall be may be sent to the owner of the subject dog as follows:

1. To the address listed on the most recently filed application for a dog license;
2. To the address listed on any request for hearing submitted in accordance with this Chapter;
3. To any other address provided by the owner of the dog for purposes of receiving mail; or,
4. Any other address on file with the City or San Bernardino County for the owner of the dog.

~~**6.05.060: HEARING ON DECLARATION OF DOG AS POTENTIALLY DANGEROUS OR VICIOUS:**~~

~~A. If an animal control officer or a law enforcement officer determines that probable cause exists to believe a dog is potentially dangerous or vicious, the chief officer of the public pound or animal control department or his or her immediate supervisor, or the chief of police, or his or her designee, shall either: 1) on a form prescribed by the city, obtain the written acknowledgment of the owner of the dog that such dog is potentially dangerous or vicious as defined by this chapter, and the owner's written consent to comply with the requirements of sections 6.05.110 to 6.05.160 of this chapter, and any conditions imposed by the city pursuant to such sections, within ten (10) days of the date of the determination; or 2) file a petition and set a hearing before an administrative hearing officer to determine whether or not the dog in question should be declared potentially dangerous or vicious. Whenever possible, any complaint received from a member of the public that a dog might be potentially dangerous or vicious shall be sworn to and verified by the complainant and attached to the petition.~~

~~B. The city attorney shall notify the owner or keeper of the dog that it will hold a hearing and that the owner or keeper may present evidence at the hearing. The city attorney shall serve upon the owner or keeper of the dog the notice of the hearing and a copy of the petition either personally or by first class mail with return receipt requested.~~

~~The hearing shall be open to the public and held not less than five (5) working days nor more than ten (10) working days after service of the notice upon the owner or keeper of the dog. The administrative hearing officer may admit all relevant evidence, including incident reports and affidavits of witnesses, limit the scope of discovery, and may shorten the time to produce records or witnesses. The administrative hearing officer may decide all issues even if the owner or keeper fails to appear at the hearing. The administrative hearing officer may find, upon a preponderance of the evidence, that the dog is potentially dangerous or vicious and make other orders authorized by this chapter.~~

~~**6.05.070: DETERMINATION AND ORDERS; NOTICE; COMPLIANCE:**~~

~~After the hearing conducted pursuant to section 6.05.060 of this chapter, the administrative hearing officer shall, either personally or by first class mail, postage prepaid, notify the owner or keeper of the dog in writing of the determination and orders issued. If the hearing officer determines that the dog is potentially dangerous or vicious, the owner or keeper shall comply with sections 6.05.110 to 6.05.160 of this chapter within ten (10) days after the date of the determination.~~

~~**6.05.080: APPEAL:**~~

~~If any party contests the determination, that party may, within five (5) days of personal service of the notice of determination or if by first class mail, five (5) business days after the notice of determination is placed in the mail, , appeal the administrative hearing officer's decision to the superior court of the County of San Bernardino. The person appealing the decision shall serve personally or by first class mail, postage prepaid,~~

~~notice of the appeal upon the other party. The appeal shall be conducted pursuant to California Food and Agricultural Code sections 31622, 31623, and 31624.~~

6.05.140: CIRCUMSTANCES UNDER WHICH DOGS MAY NOT BE DECLARED POTENTIALLY DANGEROUS OR VICIOUS:

A. Neither the Animal Services Supervisor (or designee thereof) nor ~~T~~he administrative hearing officer may ~~not~~ declare the dog potentially dangerous or vicious if the dog inflicted injury or damage to a person committing a willful trespass or other tort upon the premises occupied by the owner ~~or keeper~~ of the dog, or was teasing, tormenting, abusing or assaulting the dog, or was committing or attempting to commit a crime. The dog may not be declared potentially dangerous or vicious if it was protecting or defending a person within the dog's immediate vicinity from an unjustified attack or assault. A dog may not be declared potentially dangerous or vicious if the injury or damage was sustained by a domestic animal which was teasing, tormenting, abusing or assaulting the dog.

B. A dog may not be declared potentially dangerous or vicious if the injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog, or predator control dog on the property of or under the control of its owner ~~or keeper~~, and the damage or injury was to a type of domestic animal appropriate to the dog's work.

6.05.150: POTENTIALLY DANGEROUS DESIGNATION MAINTAINED IN REGISTRATION RECORDS:

Notwithstanding the provisions of Chapter 6.04 of this title regarding licensing and vaccination, all potentially dangerous dogs shall be properly licensed and vaccinated. A dog determined to be potentially dangerous must have that designation in its registration records. The city may charge a potentially dangerous dog fee in addition to the regular licensing fee to provide for the increased costs of maintaining the records of the dog.

~~**6.05.160: KEEPING AND CONTROLLING POTENTIALLY DANGEROUS DOGS:**~~

~~The owner or keeper of a potentially dangerous dog must keep the dog indoors or in a securely fenced yard from which the dog cannot escape and into which children cannot trespass. A potentially dangerous dog may be off the owner's or keeper's premises only if it is restrained by a substantial leash of appropriate length and if it is under a responsible adult's control.~~

~~**6.05.160: DEATH, SALE, TRANSFER OR PERMANENT REMOVAL; NOTICE:**~~

~~The owner or keeper of a potentially dangerous dog shall notify the animal control services, in writing within three (3) days of any change, if the potentially dangerous dog dies, is sold, transferred, or permanently removed from the city.~~

6.05.160: REMOVAL ~~FROM LIST~~ OF POTENTIALLY DANGEROUS DOG~~S~~ DESIGNATION AND RELIEF FROM CONDITIONS THEREOF:

The owner of any dog that has been declared to be potentially dangerous may, not sooner than thirty-six (36) months following a determination that the dog is potentially dangerous, apply to the Animal Services Supervisor or designee for removal of the potentially dangerous dog designation and/or relief from any condition imposed upon the dog's release and/or maintenance in the City. The application shall contain, at a minimum, an explanation of the circumstances justifying removal or relief, including evidence that the animal has been retrained, and a certificate from a dog trainer certifying that the dog is no longer potentially dangerous. No more than one request for removal or relief may be submitted for any dog within a twelve (12) month period of time.

The ~~administrative hearing officer~~ Animal Services Supervisor shall remove a dog from the list of potentially dangerous dogs if no additional instances of behavior described in sections 6.05.010 or 6.05.020 of this Chapter occur within a thirty six (36) month period from the date of designation as a potentially dangerous dog.

~~**6.05.170: DESTRUCTION; NONDESTRUCTION; CONDITIONS; ENCLOSURES:**~~

~~A vicious dog may be destroyed if the administrative hearing officer determines that the release of the dog would create a significant threat to the public health, safety and welfare. If the hearing officer~~

~~determines that the vicious dog should not be destroyed, the hearing officer must impose conditions upon the dog's owner or keeper that will protect the public health, safety and welfare. If one of the conditions is to require that the vicious dog be confined in an enclosure, the enclosure must be designed in order to prevent the animal from escaping and include a fence or structure suitable to prevent young children from entering.~~

6.05.170: PROHIBITION OF OWNING, POSSESSING, CONTROLLING OR HAVING CUSTODY OF OTHER DOGS:

The Animal Services Supervisor (or designee thereof) or an administrative hearing officer may prohibit the owner of a vicious dog from owning, possessing, controlling or having custody of any dog for a period of up to three (3) years when the Animal Services Supervisor (or designee thereof) or the hearing officer explicitly finds, after proceedings conducted pursuant to the provisions of ~~under sections~~ 6.05.060 ~~to~~ 6.05.100 ~~of~~ this Chapter that such ownership or possession would create a significant threat to the public health, safety and welfare. Any such determination and prohibition by the Animal Services Supervisor (or designee thereof) or an administrative hearing officer must be explicitly set forth in a Notice & Order issued in accordance with Section 6.05.120 or a Decision and Order issued in accordance with Section 6.05.120.E of this Chapter.

6.05.180: PENALTIES, FINES, FEES AND ~~LIMITS~~ REMEDIES:

A. Any violation of this Chapter is punishable in accordance with Chapters 1.20 and 1.22 of this Code.

B. Each violation of this Chapter is hereby declared a public nuisance, and may be abated as such.

C. The remedies provided by this Chapter are cumulative and in addition to any other remedy available at law or in equity.

D. The City Council may, by resolution, establish a processing fee for the registrations, applications, and appeals, and a fee for the purchase of potentially dangerous and vicious dog tags and fluorescent collars, provided for in this Chapter."

~~involving a potentially dangerous dog shall be punishable by a fine not to exceed five hundred dollars ($500.00). Any violation of this chapter involving a vicious dog shall be punishable by a fine not to exceed one thousand dollars ($1,000.00).~~

~~**6.05.180: FORMS:**~~

~~All forms prepared by the judicial council pursuant to California Food and Agricultural Code section 31682 may be used to give effect to this chapter.~~

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 3. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

_____

Mario Saucedo, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the_____day of _____2025, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson City Clerk

ORDINANCE NO. 2988

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING IN ITS ENTIRETY CHAPTER 6.05 OF TITLE 6 OF THE REDLANDS MUNICIPAL CODE RELATING TO VICIOUS AND POTENTIALLY DANGEROUS DOGS

WHEREAS, Chapter 6.05 ("Vicious and Potentially Dangerous Dogs") of the Redlands Municipal Code establishes definitions, procedures, and regulations related to the identification and management of potentially dangerous and vicious dogs within the City of Redlands; and

WHEREAS, Ordinance No. 2988 would amend Chapter 6.05 of the Redlands Municipal Code to update and clarify definitions for "potentially dangerous dogs" and "vicious dogs," and other definitions specifying behaviors, circumstances and conditions that qualify a dog for such designations; and

WHEREAS, Ordinance No. 2988 further refines the definitions of "severe injury," "provoke," "impounded," and "owner" to ensure consistent interpretation and enforcement of animal services regulations within the City; and

WHEREAS, Ordinance No. 2988 enhances public safety by specifying the authority of animal control officers and law enforcement to seize and impound dogs posing an immediate threat, while also updating procedures for administrative hearings by hearing officer, appeal rights, and compliance conditions for owners of potentially dangerous or vicious dogs; and

WHEREAS, the City Council has determined that these amendments are necessary to protect the health, safety, and welfare of residents, pet owners, and the general public within the City of Redlands.

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

Section 1. Chapter 6.05 of Title 6 of the Redlands Municipal Code is hereby amended in its entirety to read as follows:

"CHAPTER 6.05
VICIOUS AND POTENTIALLY DANGEROUS DOGS

SECTION:
6.05.010: Potentially Dangerous Dog Defined
6.05.020: Vicious Dog Defined
6.05.030: Severe Injury Defined
6.05.040: Provoke Defined
6.05.050: Impound Defined
6.05.060: Owner Defined
6.05.070: Nonapplication of Chapter
6.05.080: Ownership or Custody of Potentially Dangerous or Vicious Dog

6.05.090: Administrative Hearing Officer
6.05.100: Right of Entry and Inspection
6.05.110: Authority to Seize and Impound Dog Posing an Immediate Threat to Public Safety
6.05.120: Notice & Order of Potentially Dangerous or Vicious Dog
6.05.130: Service
6.05.140: Circumstances Under Which Dogs May Not Be Declared Potentially Dangerous Or Vicious
6.05.150: Potentially Dangerous Designation Maintained In Registration Records
6.05.160: Removal Of Potentially Dangerous Dog Designation and Relief from Conditions Thereof
6.05.170: Prohibition Of Owning, Possessing, Controlling Or Having Custody of Other Dogs
6.05.180: Penalties, Fines, Fees and Remedies

6.05.010: POTENTIALLY DANGEROUS DOG DEFINED:
"Potentially dangerous dog" means any of the following:

A. Any dog that on two (2) separate occasions within the preceding thirty-six (36) month period, engaged in any unprovoked behavior that required a defensive action by any person to prevent bodily injury to a person, domestic animal, or livestock, off the property of the owner or within a common area of a multi-family residential property.

B. Any dog which, when unprovoked, bites a person causing a less severe injury than as defined in section 6.05.030 of this Chapter.

C. Any dog which, when unprovoked, on two (2) separate occasions within the prior thirty-six (36) month period, has seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner of the dog or within a common area of a multi-family residential property.

D. Any dog, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury to a domestic animal or livestock while off the property of the owner of the dog or within a common area of a multi-family residential property.

6.05.020: VICIOUS DOG DEFINED:
"Vicious dog" means any of the following:

A. Any dog seized under section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner under subdivision (a), section 597.5 of the Penal Code;

B. Any dog which, when unprovoked, inflicts severe injury on or kills a human being;

C. Any dog previously determined to be and currently listed as a potentially dangerous dog in the City of Redlands, or a potentially dangerous dog, dangerous dog, or vicious dog in any other jurisdiction, which, after its owner has been notified of this determination, continues the behavior described in section 6.05.010 of this Chapter or is maintained in violation of any conditions imposed pursuant to sections 6.05.120 of this Chapter, a stipulation, an administrative decision, a court order, or restrictions placed upon it by another jurisdiction.

6.05.030: SEVERE INJURY DEFINED:
"Severe injury" means any physical injury to a human being that results in a serious illness or injury, including, but not limited to, a major fracture, muscle tears, or disfiguring lacerations, or that requires multiple sutures, or corrective or cosmetic surgery.

6.05.40: PROVOKE DEFINED:
“Provoke” means to perform an intentional act or omission that a reasonable person would conclude

is likely to cause a bite, injury, or attack by an ordinary dog.

6.05.050: IMPOUND DEFINED:
"Impound" means to take into the custody of the public pound or animal services division or provider of animal services to the city.

6.05.060: OWNER DEFINED:
“Owner” means and includes any person who is listed as an owner of a dog on a dog license, as well as any other person who controls, keeps, harbors, or has custody of the dog.

6.05.070: NONAPPLICATION OF CHAPTER:
Except where otherwise set forth in this Chapter, the provisions of this Chapter do not apply to licensed kennels, humane society shelters, animal services facilities, or veterinarians; nor shall the provisions of this Chapter apply to dogs while utilized by any police department or any law enforcement officer in the performance of police work.

6.05.080: OWNERSHIP OR CUSTODY OF POTENTIALLY DANGEROUS OR VICIOUS DOG:

A. It is a public nuisance and a misdemeanor offense for any person to own, possess, keep, or have care, custody, or control of a dog within the City of Redlands that has been declared to be potentially dangerous or vicious, except if in compliance with the provisions of this Chapter.

B. Any person who owns, possesses, or has care, custody, or control of a dog within the City of Redlands that has been declared to be potentially dangerous or vicious shall adhere to all conditions imposed pursuant to any notice, order, or decision issued pursuant to the provisions of this Chapter.

C. Any person who owns, possesses, or has care, custody, or control of a dog within the City of Redlands that has been declared to be potentially dangerous, dangerous, or vicious in any other jurisdiction, shall notify the Animal Services Supervisor for the City of Redlands within three (3) business days of the dog’s entry into the City of Redlands.

6.05.090: ADMINISTRATIVE HEARING OFFICER:
The administrative hearing officer shall be appointed and have the authority as set forth in this Chapter and Section 1.22.100 of this Code.

6.05.100: RIGHT OF ENTRY AND INSPECTION:
Any animal control officer, law enforcement officer, or other official authorized to enforce the provisions of this Chapter may enter and inspect private real property and buildings thereon as follows:

A. The owner or occupant of the building or property consents to the entry and inspection after the authorized official presents his credentials and explains the reasons for the entry and inspection; or,

B. The authorized official obtains a warrant for the entry and inspection of a building or property pursuant to California Code of Civil Procedure Sections 1822.50, *et seq*. or any other applicable law; or,

C. The authorized official is complying with an Order issued by the San Bernardino Superior Court or other Court of competent jurisdiction; or,

D. The authorized official has reasonable cause to believe that the keeping of an animal on the

property is so hazardous, unsafe, or dangerous that an immediate inspection is necessary to safeguard an animal or public health and safety. Under these circumstances, the authorized official may use reasonable means to immediately enter and inspect the building or property after presenting proper credentials to the owner or occupant and requesting entry, if possible, under the circumstances.

6.05.110: AUTHORITY TO SEIZE AND IMPOUND DOG POSING AN IMMEDIATE THREAT TO PUBLIC SAFETY:

Where any animal control officer, law enforcement officer, or other official authorized to enforce the provisions of this Chapter determines that probable cause exists to believe the dog in question poses an immediate threat to public safety, the official may order any of the following pending a determination pursuant to this Chapter of whether the dog is potentially dangerous or vicious:

A. **Seize and impound the dog**.

1. Any animal control officer, law enforcement officer, or other official authorized to enforce the provisions of this Chapter may enter onto private property, and any building or structure thereon, to seize a dog as set forth in Section 6.05.100 of this Chapter.

2. The owner of the dog will be liable for fees, costs, and expenses of seizing and impounding the dog (including any associated housing, feeding, and medical costs) if the dog is subsequently determined to be potentially dangerous or vicious in accordance with this Chapter. All fees, costs, and expenses shall be paid before release of the dog, but no later than 14 days after the dog is available to be released. No dog shall be released unless licensed and vaccinated; or,

3. If the Animal Services Supervisor determines that it is not contrary to public safety, the animal control officer may permit the animal to be confined in a city-approved kennel or veterinary facility, at the owner's expense. In such instance, once confined, the dog shall not be released or relocated without prior approval of the Animal Services Supervisor.

B. **Order containment of the dog.** If the Animal Services Supervisor determines that it is not contrary to public safety, the animal control officer may permit the animal to be confined in either of the following alternative locations at the owner's expense:

1. **City-approved kennel or veterinary facility**. In such instance, once confined, the dog shall not be released or relocated without prior approval of Animal Services Supervisor; or,

2. **Owner's premises**. In such instances, the owner shall keep the dog securely restrained on the owner's premises by use of a chain, cable, or tether attached to the dog's collar or harness, provided the restraint is safe, does not pose an unreasonable risk of harm, and prevents the dog from leaving the property; a running line, pulley, or trolley system may be used if it allows the dog to move safely and freely within the premises while maintaining secure containment; and the dog may alternatively be confined within an enclosure, which means a fence or structure that will prevent the entry of young children and will confine a potentially dangerous or vicious dog, in conjunction with any other measures required of the owner or custodian, and that is designed to prevent the animal from escaping. The Animal Services Supervisor may also impose additional conditions upon the release of the dog consistent with this Chapter.

6.05.120: NOTICE & ORDER OF POTENTIALLY DANGEROUS OR VICIOUS DOG:

If the Animal Services Supervisor, or designee thereof, has cause to believe that a dog is potentially dangerous or vicious, as defined in this Chapter, the Animal Services Supervisor, or designee thereof,

may find and declare a dog to be potentially dangerous or vicious in accordance with the provisions set forth herein.

A. **Notice & Order**. Upon finding a dog to be potentially dangerous or vicious, the Animal Services Supervisor, or designee thereof, shall issue a written Notice & Order to the owner that shall contain, at a minimum, the following information:

1. A description of the dog that is the subject of the Notice & Order;
2. The owner of the dog that is the subject of the Notice & Order;
3. The residential address of the dog that is the subject of the Notice & Order;
4. A recital of any findings that the dog is potentially dangerous or vicious;
5. A description of actions or facts that give rise to the finding that the dog is potentially dangerous or vicious;
6. Either an order imposing conditions for the release of the dog and authorizing the dog to remain in the City of Redlands, or, alternatively, if the release of the dog would create a significant threat to the public health, safety, and welfare, an order that the dog be euthanized;
7. The right of the owner of the dog to appeal the Notice & Order, the procedures for appealing the Notice & Order – including any applicable deadlines to appeal the Notice & Order as set forth in Section 6.05.120.C of this Chapter;
8. A statement that the Notice & Order shall be final and binding unless timely appealed; and,
9. The name of the Animal Services Supervisor or designee thereof and the date of the Notice & Order.

B. **Conditions for Maintenance of Potentially Dangerous or Vicious Dog in City**.

1. In order to protect the health, safety, and welfare of the public, upon a determination that a dog is potentially dangerous or vicious and that the dog can be released to the custody of the owner of the dog, the Animal Services Supervisor (or designee thereof) shall impose the following conditions upon any dog declared to be potentially dangerous or vicious.

a. The dog shall be licensed and vaccinated in accordance with Chapter 6.04 of this Code, and microchipped, at owner's expense.

b. The dog shall be spayed or neutered, at owner's expense.

c. The dog shall be subject to annual registration with the Animal Services Supervisor as a potentially dangerous or vicious dog as long as the animal is alive and residing within the City (or until such designation is removed pursuant to the provisions of this Chapter).

d. The owner of the dog shall obtain a policy of liability insurance or a bond in an amount not less than one hundred thousand dollars ($100,000) to provide coverage

for damages and injuries caused by the dog, evidence of such to be filed with the Animal Services Supervisor (or designee thereof).

e. The owner of the dog shall notify in writing the United States Post Office (local branch) and all utility companies providing service to the residence of the dog's status as a potentially dangerous or vicious dog.

f. The owner of the dog must complete an obedience course for a minimum of ten (10) hours of training with the dog, at the owner's expense, within sixty (60) calendar days after release of the dog to the owner of the dog. The course must be approved by the Animal Services Supervisor or designee thereof before the release of the dog. If the dog was not impounded, the owner must obtain approval of the course by the Animal Services Supervisor or designee thereof, within fourteen (14) calendar days after the notice, decision, and/or order is issued.

g. While on the premises of the owner of the dog, the dog must be kept indoors or in a securely fenced yard or enclosure from which the dog cannot escape, and into which children cannot trespass.

h. When off the premises of the owner of the dog, the dog must be kept at all times on a leash not exceeding six feet (6') in length by an adult capable of restraining and controlling the dog, and under that person's immediate control. At no time may the animal be left unattended in a public place.

i. The owner of the dog shall post one or more signs on the premises at a location or locations approved by the Animal Services Supervisor (or designee thereof) easily visible to all visitors stating that a potentially dangerous or vicious dog resides at the premises.

j. The owner of the dog shall provide a copy of any notice, order, or determination issued pursuant to the provisions of this Chapter to any subsequent owner of the dog, as well as to the animal control agency in any other jurisdiction where the dog resides.

k. The owner of the dog shall notify the Animal Services Supervisor, or designee thereof, immediately in the event the dog is at large, or has committed an attack on any person or animal, has been sold or otherwise disposed of, or has died.

2. The Animal Services Supervisor, or designee thereof, may, in his or her discretion, impose any other condition consistent with the intent of this Chapter and reasonably necessary to protect the public health, safety, and welfare – including, but not limited to, requiring a potentially dangerous dog or vicious dog to wear a muzzle at all times, or when off the owner's premises.

3. If the dog is determined to be potentially dangerous or vicious and that release of the dog would create a significant threat to the health, safety, and welfare of the public, the Animal Services Supervisor may order the dog to be euthanized. However, the dog shall not be euthanized until after any notice, decision, or order issued pursuant to this Chapter is deemed a final and binding administrative decision/action.

C. **Request for Appeal Hearing**. The owner of any dog subject to a Notice & Order issued pursuant to the provisions of this Chapter may challenge the Notice & Order by filing a written

request for a hearing on a City-approved form within ten (10) calendar days of the Notice & Order. The request for hearing shall contain, at a minimum, the following information:

1. The name, address, and telephone number of each person requesting a hearing to challenge the Notice & Order;
2. The date of the Notice & Order being appealed;
3. The specific finding(s), order(s), and/or condition(s) being appealed;
4. The grounds for the appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy; and,
5. The signature of at least one appellant.

Failure of the City Clerk to receive a timely appeal constitutes a waiver of the right to contest the Notice & Order, in which case, the Notice & Order shall be final and binding.

D. **Conduct of Administrative Appeal Hearing**. The hearing shall be open to the public and held not less than five (5) working days nor more than ten (10) working days after receipt by the City Clerk of a timely filed request for hearing. Formal rules of evidence do not apply. The administrative hearing officer may admit all relevant evidence, including incident reports and affidavits of witnesses, limit the scope of discovery, and may shorten the time to produce records or witnesses. The administrative hearing officer may decide all issues even if the owner fails to appear at the hearing. The administrative hearing officer may find, upon a preponderance of the evidence, that the dog is potentially dangerous or vicious and make such other orders authorized by Sections 6.05.120.B and/or other provisions of this Chapter.

E. **Decision and Order After Appeal**. After the administrative appeal hearing, the administrative hearing officer, or designee, shall notify the owner of the dog in writing of the determination and orders issued. Notwithstanding any other provision of the Redlands Municipal Code, the decision and order by the administrative hearing officer issued pursuant to this Section shall be final and binding, and not subject to any further administrative appeal or challenge. Judicial review of the decision is governed by California Code of Civil Procedure Sections 1094.5, *et seq*.

6.05.130: SERVICE:

A. Every notice, order, decision, or other correspondence issued pursuant to the provisions of this Chapter shall be served upon the owner(s) of the subject dog either via personal delivery or via first class mail, postage prepaid. The date of service shall be the date the notice, order, decision, or other correspondence is personally delivered or placed in a U.S. Postal Service receptacle.

B. Any notice, order, decision or other correspondence issued by mail shall be may be sent to the owner of the subject dog as follows:

1. To the address listed on the most recently filed application for a dog license;
2. To the address listed on any request for hearing submitted in accordance with this Chapter;
3. To any other address provided by the owner of the dog for purposes of receiving mail; or,
4. Any other address on file with the City or San Bernardino County for the owner of the dog.

6.05.140: CIRCUMSTANCES UNDER WHICH DOGS MAY NOT BE DECLARED POTENTIALLY DANGEROUS OR VICIOUS:

A. Neither the Animal Services Supervisor (or designee thereof) nor the administrative hearing officer may declare the dog potentially dangerous or vicious if the dog inflicted injury or damage to a person committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was teasing, tormenting, abusing or assaulting the dog, or was committing or attempting to commit a crime. The dog may not be declared potentially dangerous or vicious if it was protecting or defending a person within the dog's immediate vicinity from an unjustified attack or assault. A dog may not be declared potentially dangerous or vicious if the injury or damage was sustained by a domestic animal which was teasing, tormenting, abusing or assaulting the dog.

B. A dog may not be declared potentially dangerous or vicious if the injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog, or predator control dog on the property of or under the control of its owner, and the damage or injury was to a type of domestic animal appropriate to the dog's work.

6.05.150: POTENTIALLY DANGEROUS DESIGNATION MAINTAINED IN REGISTRATION RECORDS:

Notwithstanding the provisions of Chapter 6.04 of this title regarding licensing and vaccination, all potentially dangerous dogs shall be properly licensed and vaccinated. A dog determined to be potentially dangerous must have that designation in its registration records. The city may charge a potentially dangerous dog fee in addition to the regular licensing fee to provide for the increased costs of maintaining the records of the dog.

6.05.160: REMOVAL OF POTENTIALLY DANGEROUS DOG DESIGNATION AND RELIEF FROM CONDITIONS THEREOF:

The owner of any dog that has been declared to be potentially dangerous may, not sooner than thirty-six (36) months following a determination that the dog is potentially dangerous, apply to the Animal Services Supervisor or designee for removal of the potentially dangerous dog designation and/or relief from any condition imposed upon the dog's release and/or maintenance in the City. The application shall contain, at a minimum, an explanation of the circumstances justifying removal or relief, including evidence that the animal has been retrained, and a certificate from a dog trainer certifying that the dog is no longer potentially dangerous. No more than one request for removal or relief may be submitted for any dog within a twelve (12) month period of time.

The Animal Services Supervisor shall remove a dog from the list of potentially dangerous dogs if no additional instances of behavior described in sections 6.05.010 or 6.05.020 of this Chapter occur within a thirty-six (36) month period from the date of designation as a potentially dangerous dog.

6.05.170: PROHIBITION OF OWNING, POSSESSING, CONTROLLING OR HAVING CUSTODY OF OTHER DOGS:

The Animal Services Supervisor (or designee thereof) or an administrative hearing officer may prohibit the owner of a vicious dog from owning, possessing, controlling or having custody of any dog for a period of up to three (3) years when the Animal Services Supervisor (or designee thereof) or the hearing officer explicitly finds, after proceedings conducted pursuant to the provisions of this Chapter that such ownership or possession would create a significant threat to the public health, safety and welfare. Any such determination and prohibition by the Animal Services Supervisor (or designee thereof) or an administrative hearing officer must be explicitly set forth in a Notice & Order issued in accordance with Section 6.05.120 or a Decision and Order issued in

accordance with Section 6.05.120.E of this Chapter.

6.05.180: PENALTIES, FINES, FEES AND REMEDIES:

A. Any violation of this Chapter is punishable in accordance with Chapters 1.20 and 1.22 of this Code.

B. Each violation of this Chapter is hereby declared a public nuisance, and may be abated as such.

C. The remedies provided by this Chapter are cumulative and in addition to any other remedy available at law or in equity.

D. The City Council may, by resolution, establish a processing fee for the registrations, applications, and appeals, and a fee for the purchase of potentially dangerous and vicious dog tags and fluorescent collars, provided for in this Chapter."

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 3. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

_____

Mario Saucedo, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:

_____

Jeanne Donaldson City Clerk

City Council Meeting **J. 6.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2989 and Resolution No. 8716 Amending Chapter 6.24 of the Redlands Municipal Code Relating to Noisy Animals and Authorizing Implementation Procedures (Facilities and Community Services Department Director Crocker)

MOTION(S):

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

1. I move to introduce Ordinance No. 2989; and
2. I move to adopt Resolution No. 8716

RECOMMENDATION:

It is recommended that the City Council Introduce Ordinance No. 2989 amending Chapter 6.24 of the Redlands Municipal Code to establish clear criteria for prima facie evidence of violations, expand reasonable exemptions for noise-related complaints, clarify the City Manager's authority to develop and implement enforcement procedures, and strengthen administrative and civil remedies ensuring a more effective, fair, and enforceable framework for animal control operations; and Adopt Resolution No. 8716 amending Section 6.24.120 of the Redlands Municipal Code and authorizing the City Manager, or designee, to implement procedures and take necessary actions for enforcement.

DISCUSSION:

The Animal Services Division of the Facilities and Community Services Department at the City of Redlands oversees both Animal Control functions and the operation of the Redlands Animal Shelter for the City.

Currently, there are sections of the Redlands Municipal Code within Chapter 6.24 (Noisy Animals) that are antiquated to current standards, to establish clear

criteria for prima facie evidence of violations, expand reasonable exemptions for noise-related complaints, clarify the City Manager's authority to develop and implement enforcement procedures, and strengthen administrative and civil remedies ensuring a more effective, fair, and enforceable framework for animal control operations.

This amendment to Chapter 6.24 of the Redlands Municipal Code addresses various regulations concerning animal control within the city. The existing provisions related to noisy animals (Section 6.24.120) have been identified for amendment to enhance clarity, enforcement, and public understanding.The proposed amendment to Section 6.24.120 provides greater specificity regarding what constitutes a violation, the factors considered in determining a violation, and the associated exemptions. It further clarifies the administrative process for lodging complaints, conducting investigations, and enforcing the section. This amendment aims to improve the City's ability to address excessive animal noise complaints while protecting the rights of animal owners.

Clearer Definition of a Violation through "Prima Facie Evidence" Criteria

Current Process: The existing code does not clearly define what constitutes a violation for noisy animals, which often results in subjective interpretation and inconsistent enforcement.

Amendment: The revised ordinance introduces "prima facie evidence" criteria to establish an objective basis for determining a violation. This includes considerations such as the frequency, duration, and timing of the noise, as well as the impact on surrounding properties. This change allows Animal Control Officers to assess complaints using consistent, evidence-based standards, improving clarity for both the public and enforcement personnel.

Enhanced Exemptions to Account for Reasonable Noise Situations

Current Process: The current code does not adequately differentiate between nuisance noise and reasonable or situational noise made by animals, such as barking in response to trespassers or emergency situations.

Amendment: The updated ordinance provides a list of exemptions that account for normal and situational noise, including barking due to imminent threats, emergency situations, or other justifiable causes. These exemptions ensure fairness by acknowledging legitimate animal behavior while maintaining the City's ability to address excessive and avoidable noise.

Clarification of the City Manager's Authority to Establish Procedures

Current Process: The ordinance does not clearly designate authority for developing implementation procedures related to enforcement, complaint processing, or administrative handling.

Amendment: The amendment explicitly authorizes the City Manager to establish procedures for investigating complaints, issuing notices, and carrying out enforcement actions. This clarification provides administrative flexibility to adapt processes over time and ensures consistency in application across departments.

Strengthened Enforcement Provisions, Including Administrative and Civil Remedies

Current Process: While the current ordinance allows for enforcement, it lacks detail regarding available remedies or the process for administrative action, which can delay or complicate resolution of violations.

Amendment: The revised ordinance strengthens enforcement mechanisms by outlining both administrative and civil remedies. This includes the issuance of citations, imposition of fines, and legal recourse for non-compliance. Clear appeal rights and due process protections are maintained to ensure fairness while reinforcing the City's ability to resolve ongoing noise issues effectively.

ALTERNATIVES:

The Council may continue the matter to allow additional time to review Ordinance No. 2989, or reject adoption of Ordinance No. 2989 and direct staff to make further revisions.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Salomon Abdel-Aziz, Management Analyst

Fiscal Impact

Fiscal Year: FY 2025/26

Discussion:

There is no fiscal impact associated with this action.

Attachments

A. Ordinance No. 2989 - Legislative
B. Ordinance No. 2989 - Clean
C. Summary of Publication
D. Resolution No. 8716
Exhibit "A" Policy & Procedure

ORDINANCE NO. 2989

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING IN ITS ENTIRETY SECTION 6.24.120 OF CHAPTER 6.24 OF THE REDLANDS MUNICIPAL CODE REGULATING NOISY ANIMALS

WHEREAS, Chapter 6.24 ("Miscellaneous Animal Regulations") of the Redlands Municipal Code establishes regulations related to the control and management of animal noise within the City of Redlands; and

WHEREAS, Ordinance No. 2989 would amend Section 6.24.120 of the Redlands Municipal Code to update the regulations for noisy animals, including the adoption of the complaint policy and procedures by resolution for noisy animal complaints, and and amending the factors that qualify such noise as a public nuisance; and

WHEREAS, Ordinance No. 2989 provides clear criteria for establishing prima facie evidence of a violation, defining excessive noise as continuous for 30 minutes or more within any 24-hour period, or intermittent noise totaling 60 minutes or more within the same period; and

WHEREAS, Ordinance No. 2989 ensures that animal noise resulting from specific exempted conditions, such as trespassing, provocation, or other unavoidable circumstances, shall not constitute a violation of Section 6.24.120; and

WHEREAS, the City Council has determined that these amendments are necessary to protect the peace, safety, and welfare of residents within the City of Redlands, providing clear processes for complaint filing, investigation, and enforcement of animal noise regulations.

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

Section 1. Section 6.24.120 of Chapter 6.24 of the Redlands Municipal Code is hereby amended as follows:

"**6.24.120: NOISY ANIMALS; PROHIBITED:**

A. ~~No person shall~~ It is unlawful and a public nuisance for any person owning or having care, custody, control, or possession of any dog or other animal ~~own or keep any animal~~ within the city, either willfully or through failure to exercise proper control, to allow such dog or other animal to ~~which, by frequent~~ bark~~ing~~, howl~~ing~~, yelp~~ing~~, whine~~ing~~ bay, cry, or ~~the~~ make~~ing of~~ any other noise~~,~~ in such a manner that it disturbs the peace of the neighborhood or causes excessive discomfort to any reasonable person of normal sensitivity residing in the area. ~~It is unlawful and shall be a public nuisance for any person to own or keep any animal in violation of this chapter. A violation of this chapter shall be punishable as a misdemeanor unless determined by the city attorney, in exercising his or her prosecutorial discretion, to be punishable as an infraction.~~

B. The ~~standards~~ factors to be considered in determining whether a violation of the provisions of this ~~chapter~~ Section exists include, but are not limited to, the following:

1. The level of the noise made by the animal;

2. The level and intensity of background noise;

3. The proximity of the noise to residential sleeping areas;

4. The density of habitation within the area;

5. The time of day or night when the noise occurs; ~~and~~

6. The duration of the noise~~.~~;

7. Whether the noise is recurrent, intermittent, or constant;

8. Whether the noise is the result of provocation;

9. The number of persons affected by or complaining about the noise; and

10. Any other relevant evidence demonstrating that the noise is unduly disruptive.

C. **Prima Facie Evidence.** Any dog that makes incessant noise for a continuous period of 30 minutes or more in any 24-hour period, or intermittent noise for an aggregate period of 60 minutes or more during any 24-hour period, shall constitute prima facie evidence of a violation of Section 6.24.120.A of this Code.

D. **Exemptions.** Animal noise resulting solely from the following shall not constitute a violation of Section 6.24.120.A of this Code:

1. Any animal kicking a stall or enclosure;

2. The dragging of a chain, rattling of a collar, or nails scratching or clawing against a door, enclosure, or other object by any animal;

3. Noise emitted as a result of a person trespassing upon private property in or upon which the animal is situated; or,

4. Noise emitted by an animal that is being teased or provoked.

E. **Complaints and Investigations**. The City Council shall promulgate rules, regulations, policies, and procedures for the administration of this Section – including, but not limited to, the lodging of complaints, the conduct of investigations by resolution, and the enforcement of the provisions of this Section and any established rules, regulations, policies and procedures shall be delegated to the City Manager, or designee.

F. **Violations.**

1. Any violation of this Section shall be punishable as set forth in Chapter 1.20 of this Code, or in the alternative, as provided in Chapter 1.22 of this Code.

2. Any violation of this Section shall constitute a public nuisance that, In addition to other remedies provided by this Section or by other law, may be remedied by

administrative or civil action, including, but not limited to, civil injunction or other abatement action.

3. In addition to constituting a public nuisance, any violation of this Section shall also constitute a private nuisance subject to Section 6.24.120.G of this Code.

G. **Private Right of Action**. Any person who is aggrieved by a private nuisance prohibited by this Section may, in addition to other remedies, institute an appropriate civil action or other proceeding against any responsible person in a court of competent jurisdiction to abate or prevent the nuisance.

1. Any aggrieved person who prevails in such an action shall be entitled to recover from the violator those damages, costs, attorneys' fees, and such other relief as determined by the Court."

~~C. As used in this chapter, a "neighborhood" means an area in which at least three (3) single-family dwellings or one multiple- family dwelling are located within two hundred feet (200') of the boundary line of the premises upon which the animal allegedly causing noise is located.~~

~~D. If any animal persistently barks, howls, yelps, whines or makes noise, and disturbs the peace of the neighborhood as provided in this chapter, the dog or other animal may be declared a public nuisance pursuant to the provisions of this chapter. It is unlawful for any person, after being informed in writing pursuant to the provisions of this subsection that his or her animal has been declared a public nuisance, to fail, refuse or neglect to take whatever steps, or use whatever means are necessary, to assure that such animal does not disturb residents in the vicinity in which the animal is kept. If within a period of ten (10) days after the issuance of written notice to the person owning, keeping, harboring or having in his or her care or custody said animal has not been abated as a nuisance, such person shall be subject to prosecution under this chapter.~~

~~E. When the animal control officer of the city is notified of a possible noisy animal by a complaint from a complaining person, the animal control officer shall issue a noisy animal warning notice. Such notice shall specify that the animal is in violation of this chapter and that the noisy animal must be abated to avoid further city action. The animal control officer shall meet with the person keeping the alleged noisy animal, review the specifics of the complaint and attempt to obtain a resolution of the alleged noisy animal violation. A notice summarizing the outcome of the meeting and complaint shall be mailed to the residence of the owner or keeper of the noisy animal who shall have a period of ten (10) days in which to abate the nuisance.~~

~~F. When the animal control officer receives a second notice of a complaint concerning the same noisy animal, the animal control officer shall send, if the first warning went unheeded, a second notice of a complaint which constitutes written notice of violation of this chapter. Such notice shall be mailed to the owner or the keeper of the animal, postage prepaid first class mail with return receipt requested. If delivery is refused, follow up by first class mail is sufficient. If no action has been taken by the owner or the keeper of the animal, and upon receiving a third complaint, the animal control officer shall send to the complaining party a set of complaint forms, accompanied by a letter with instructions to complete and return the forms within fourteen (14) days of receipt. The complaining party shall be informed that further action may not be warranted if the animal is controlled, but that in any case no further action can be taken to~~

~~control the animal until the completed complaint forms are received by the animal control department.~~

~~G. Upon receipt of the completed complaint forms, the animal control officer, or his or her supervisor, may file a petition requesting a hearing before the animal control board to determine whether the animal should be declared a public nuisance. All complaints received from the public and from any complaining persons shall be attached to the petition. The animal control board established pursuant to chapter 6.05 of this title shall administer the provisions of this chapter.~~

~~H. The animal control board shall notify the owner or keeper of the animal that a hearing has been scheduled and that the owner or keeper of such animal may present evidence at the hearing. The animal control board shall serve upon the owner or keeper of the animal notice of the hearing by postage prepaid first class mail with return receipt requested and shall provide the owner or keeper of the animal with a copy of the petition. If delivery is refused, follow up by first class mail is sufficient.~~

~~I. The hearing before the animal control board shall be open to the public and shall be held not less than ten (10) working days or more than thirty (30) working days after service of the notice of hearing upon the owner or keeper of the animal. The animal control board may admit all relevant evidence, including incident reports and affidavits of witnesses; the board may limit the scope of discovery and may shorten the time to produce records or witnesses. The board may decide all issues even if the owner or keeper of the animal fails to appear at the hearing. The board may find, upon a preponderance of the evidence, that the noisy animal is a public nuisance.~~

~~J. After the hearing conducted pursuant to subsection I of this section, the animal control board shall either personally or by postage prepaid first class mail notify the owner or keeper of the animal of the board's determination and any orders~~

~~issued by the board. If the board determines that the animal is a public nuisance, the owner or keeper of the animal shall comply with the board's order within ten (10) days after the date of the determination.~~

~~K. Any person who neglects or refuses to abate the condition within the time specified in the written nuisance notice is guilty of a misdemeanor unless determined by the city attorney, in exercising his or her prosecutorial discretion, to be punishable as an infraction.~~

~~L. Nothing in this chapter shall be deemed to prevent the city attorney from commencing a civil or criminal proceeding to abate a public nuisance under this chapter or other applicable law.~~

~~M. If, at the time an animal is declared a public nuisance and in violation of this chapter, no person is in possession of the premises upon which the animal is located, any animal control officer or police officer may enter the private property and remove the animal from the premises. An animal so removed shall be impounded and may be returned to its owner upon payment of impound and boarding fees. Written notice that an animal has been impounded pursuant to this section shall be posted upon the premises and mailed to the owner of the property first class, postage prepaid. (Ord. 2249 § 1, 1994: Ord. 2021 § 2, 1988)~~

Section 2. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid

or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 3. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of 2025, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson City Clerk

ORDINANCE NO. 2989

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING IN ITS ENTIRETY SECTION 6.24.120 OF CHAPTER 6.24 OF THE REDLANDS MUNICIPAL CODE REGULATING NOISY ANIMALS

WHEREAS, Chapter 6.24 ("Miscellaneous Animal Regulations") of the Redlands Municipal Code establishes regulations related to the control and management of animal noise within the City of Redlands; and

WHEREAS, Ordinance No. 2989 would amend Section 6.24.120 of the Redlands Municipal Code to update the regulations for noisy animals, including the adoption of the complaint policy and procedures by resolution for noisy animal complaints, and amending the factors that qualify such noise as a public nuisance; and

WHEREAS, Ordinance No. 2989 provides clear criteria for establishing prima facie evidence of a violation, defining excessive noise as continuous for 30 minutes or more within any 24-hour period, or intermittent noise totaling 60 minutes or more within the same period; and

WHEREAS, Ordinance No. 2989 ensures that animal noise resulting from specific exempted conditions, such as trespassing, provocation, or other unavoidable circumstances, shall not constitute a violation of Section 6.24.120; and

WHEREAS, the City Council has determined that these amendments are necessary to protect the peace, safety, and welfare of residents within the City of Redlands, providing clear processes for complaint filing, investigation, and enforcement of animal noise regulations.

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

Section 1. Section 6.24.120 of Chapter 6.24 of the Redlands Municipal Code is hereby amended as follows:

"**6.24.120: NOISY ANIMALS; PROHIBITED:**

A. It is unlawful and a public nuisance for any person owning or having care, custody, control, or possession of any dog or other animal within the city, either willfully or through failure to exercise proper control, to allow such dog or other animal to bark, howl, yelp, whine bay, cry, or make any other noise in such a manner that it disturbs the peace of the neighborhood or causes excessive discomfort to any reasonable person of normal sensitivity residing in the area.

B. The factors to be considered in determining whether a violation of the provisions of this Section exists include, but are not limited to, the following:

1. The level of the noise made by the animal;

2. The level and intensity of background noise;

3. The proximity of the noise to residential sleeping areas;

4. The density of habitation within the area;

5. The time of day or night when the noise occurs;

6. The duration of the noise;

7. Whether the noise is recurrent, intermittent, or constant;

8. Whether the noise is the result of provocation;

9. The number of persons affected by or complaining about the noise; and

10. Any other relevant evidence demonstrating that the noise is unduly disruptive.

C. **Prima Facie Evidence.** Any dog that makes incessant noise for a continuous period of 30 minutes or more in any 24-hour period, or intermittent noise for an aggregate period of 60 minutes or more during any 24-hour period, shall constitute prima facie evidence of a violation of Section 6.24.120.A of this Code.

D. **Exemptions.** Animal noise resulting solely from the following shall not constitute a violation of Section 6.24.120.A of this Code:

1. Any animal kicking a stall or enclosure;

2. The dragging of a chain, rattling of a collar, or nails scratching or clawing against a door, enclosure, or other object by any animal;

3. Noise emitted as a result of a person trespassing upon private property in or upon which the animal is situated; or,

4. Noise emitted by an animal that is being teased or provoked.

E. **Complaints and Investigations**. The City Council shall promulgate rules, regulations, policies and procedures for the administration of this Section – including, but not limited to, the lodging of complaints, the conduct of investigations by resolution, and the enforcement of the provisions of this Section and any established rules, regulations, policies and procedures shall be delegated to the City Manager, or designee.

F. **Violations**

1. Any violation of this Section shall be punishable as set forth in Chapter 1.20 of this Code, or in the alternative, as provided in Chapter 1.22 of this Code.

2. Any violation of this Section shall constitute a public nuisance that, In addition to other remedies provided by this Section or by other law, may be remedied by administrative or civil action, including, but not limited to, civil injunction or other abatement action.

3. In addition to constituting a public nuisance, any violation of this Section shall also constitute a private nuisance subject to Section 6.24.120.G of this Code.

G. **Private Right of Action**. Any person who is aggrieved by a private nuisance prohibited by this Section may, in addition to other remedies, institute an appropriate civil action

or other proceeding against any responsible person in a court of competent jurisdiction to abate or prevent the nuisance.

1. Any aggrieved person who prevails in such an action shall be entitled to recover from the violator those damages, costs, attorneys' fees, and such other relief as determined by the Court."

Section 2. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 3. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson City Clerk

Summary of Publication – Ordinance 2989

Consideration of Ordinance No. 2989 – An amendment to Redlands Municipal Code Chapter 6.24 (Noisy Animals) to enhance the clarity, enforcement, and public understanding of noise regulations related to animals. The proposed amendment provides a clear definition of a noise violation through "Prima Facie Evidence" criteria, establishes reasonable exemptions for specific noise situations, clarifies the City Manager's authority to set complaint and enforcement procedures, and strengthens enforcement options through administrative and civil remedies. These changes aim to balance the rights of animal owners with the need to maintain neighborhood peace and minimize excessive animal noise disturbances.

RESOLUTION NO. 8716

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING NOISY ANIMAL/BARKING DOG POLICIES & PROCEDURES FOR ENFORCEMENT OF SECTION 6.24.120 OF CHAPTER 6.24 OF THE REDLANDS MUNICIPAL CODE

WHEREAS, the Animal Services Division of the Facilities and Community Services Department oversees both Animal Control functions and the operation of the Redlands Animal Shelter; and

WHEREAS, the existing provisions of Chapter 6.24 of the Redlands Municipal Code regulating noisy animals has been updated and includes the City Council's authority to adopt rules, regulations, policies and procedures by resolution to enforce Section 6.24.120 and delegating enforcement to the City Manager of their designee; and

WHEREAS, City Council wishes to adopt Policies & Procedures for the enforcement of Section 6.24.120 regulating noisy animals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The City Council hereby adopts the Noisy Animal/Barking Dog Complaint Policies & Procedures ("Policies & Procedures") as set forth in the attached Exhibit "A," consistent with Section 6.24.120.E ("Noisy Animals") of the Redlands Municipal Code which is incorporated herein by this reference.

Section 2. The City Manager, or their designee, is authorized and directed to take all actions necessary to implement and enforce Section 6.24.120 of Chapter 6.24 of the Redlands Municipal Code.

Section 3. The City Council may amend these Policies & Procedures by resolution or minute action.

Section 4. This resolution shall take effect when amendments to Section 6.24.120 of Chapter 6.24 of the Redlands Municipal Code take effect.

ADOPTED, SIGNED AND APPROVED this 16th day of December, 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 18th day of November. By the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City of Redlands
Animal Services

504 Kansas Street
Redlands, CA 92373
(909) 798-7644

Noisy Animal/Barking Dog Complaint Policy & Procedures

Dogs and other animals are a common and desirable part of everyday life within our community. The City of Redlands acknowledges that it is natural for animals of all species to make noise, however, the City also recognizes that recurring or continuous animal noise can disturb the peace, comfort, and quiet enjoyment of our community if not addressed in a timely fashion.

While some people are very tolerant of animal noise (including dog barking), other residents are more sensitive to the disturbance – especially as work shifts and sleeping times are different for every individual.

The City encourages residents with an animal noise grievance to take reasonable steps to resolve issues directly with the owner/guardians of an animal in the most civil manner possible before reporting it to the City for investigation and enforcement – however, if that is not effective or a reasonable option, Animal Services can provide assistance through communication, education, and, if necessary, legal process to cause the abatement of a public nuisance resulting from animal noise.

PURPOSE

The purpose of this Noisy Animal/Barking Dog Complaint Policy & Procedures (hereinafter, "Policy & Procedures") is to provide clear guidance to Animal Service Officers on how to accept complaints regarding noisy animals (including barking dogs), and how to respond to complaints in a manner that seeks the abatement of animal noise nuisances by educating animal owners and complainants, providing resources when available, and commencing legal action, when necessary, while meeting all legal requirements.

This Policy & Procedures is promulgated and enacted pursuant to and in accordance with Redlands Municipal Code Section 6.24.120.E.

*This Policy & Procedures is **not** applicable to potentially dangerous or vicious dogs.*

APPLICABLE LAW

Redlands Municipal Code 6.24.120 ("Noisy Animals")

A. It is unlawful and a public nuisance for any person owning or having care, custody, control, or possession of any dog or other animal within the City, either willfully or through failure to exercise property control, to allow such dog or other animal to bark, howl, yelp, whine, bay, cry, or make any other noise in such a manner that it disturbs the peace of the neighborhood or causes excessive discomfort to any reasonable person of normal sensitivity residing in the area.

B. The factors to be considered in determining whether a violation of the provisions of this Section exists, include, but are not limited to the following:

1. The level of the noise made by the animal;
2. The level and intensity of background noise;
3. The proximity of the noise to residential sleeping areas;
4. The density of habitation within the area;
5. The time of day or night when the noise occurs;
6. The duration of the noise.;
7. Whether the noise is recurrent, intermittent, or constant;
8. Whether the noise is the result of provocation;
9. The number of persons affected by or complaining about the noise; and,
10. Any other relevant evidence demonstrating that the noise is unduly disruptive.

C. **Prima Facie Evidence.** Any dog that makes incessant noise for a continuous period of 30 minutes or more in any 24-hour period, or intermittent noise for an aggregate period of 60 minutes or more during any 24-hour period, shall constitute prima facie evidence of a violation of Section 6.24.120.A of this Code.

D. **Exemptions**. Animal noise resulting solely from the following shall not constitute a violation of Section 6.24.120.A of this Code:

1. Any animal kicking a stall or enclosure;
2. The dragging of a chain, rattling of a collar, or nails scratching or clawing against a door, enclosure, or other object by any animal;
3. Noise emitted as a result of a person trespassing upon private property in which the animal is situated; or,
4. Noise emitted by an animal that is being teased or provoked.

COMPLAINT PROCEDURE & ENFORCEMENT PROTOCOL

STAGE 1 – INITIAL/PRELIMINARY COMPLAINT

Persons aggrieved by noisy animals – including barking dogs, may lodge an initial complaint with Animal Services. While an initial complaint may be lodged *anonymously*, the complaint must include, at a minimum, the following:

a) The type of animal making noise;

b) The type of noise being made;

c) The address of the property where the noise animal resides or is being kept, lodged, or maintained;

d) If known, the name of the persons that own or have care, custody, or control of the noisy animal; and,

e) At complainant's option, the full name, address, and telephone number of the complainant

Animal Services Response/Action: *The goal of this stage is to educate all parties – and it should be presumed that the owner is unaware that the animal is making noise and may be a nuisance and/or how to remediate the nuisance activity.*

Upon receipt of an initial complaint (whether anonymous or otherwise), a courtesy information packet should be mailed to both the animal owner and the person lodging the complaint (if complainant's contact information was provided). No inspection of the premises or confirmation of the noise nuisance by Animal Services is needed.

The initial complaint shall be entered into Chameleon (Dispatch), along with any subsequent action undertaken by Animal Services. Copies of the courtesy notice shall be scanned into I-Drive/Animal Services/Barking/Barking Letters Sent.

Animal Services will not take any additional action regarding subsequent complaints about the same noisy animal until at least fifteen (15) calendar days have elapsed since Animal Services' initial response (hereinafter, "waiting period"). This waiting period provides time for the mailing and receipt of the initial responsive notice, as well as for the owner of the noisy animal to take reasonable remedial action.

If no further complaints are received by Animal Services within sixty (60) calendar days of the issuance of Animal Services' initial response, the case will be deemed closed – and any subsequent complaints may be treated as an initial complaint.

STAGE 2 - FORMAL COMPLAINT

Upon expiration of the waiting period, a complainant may lodge a formal complaint about the same noisy animal with Animal Services. As specific factual information and strong evidence is necessary for the City to proceed with legal enforcement action – and City Officials cannot serve as complainants regarding violations of RMC §6.24.120, *anonymous complaints will not be accepted in this stage*.

To submit a formal complaint regarding an animal that was the subject of an initial/preliminary complaint, the complainant(s) shall submit, at a minimum, the following, fully completed City forms (hereinafter, collectively, "Noisy Animal/Barking Dog packet") to Animal Services:

1. Formal Complaint Form (signed under penalty of perjury);
2. Noisy Animal/Barking Dog Petition[1]; and,
3. Noisy Animal/Barking Dog Log.

Animal Services may request additional information and/or evidence (e.g., audio recordings of the noisy dog, supplemental sound monitoring logs, declarations, etc.), and failure to provide said evidence may result in no further action being taken by Animal Services.

Complainants and witnesses to a formal complaint must be willing to testify at any legal enforcement proceeding (whether in an administrative proceeding or judicial/court proceeding).

> ***Animal Services Response/Action****: If a subsequent complaint is received by Animal Services about the same noisy animal (including a barking dog) after the waiting period – and not more than 60 calendar days since the issuance of a courtesy notice by Animal Services, that is* ***not*** *on the required forms, Animal Services shall provide the complainant(s) a Noisy Animal/Barking Dog packet.*
>
> *If the Noisy Animal/Barking Dog packet is not completed and returned to Animal Services within fourteen (14) days, Animal Services shall deem the subsequent complaint to be administratively withdrawn by the complainant – unless the complainant contacts Animal Services to request an extension of up to fourteen (14) additional days.*

[1] The Noisy Animal/Barking Dog Petition must be signed by, and include contact information for, individuals from at least 2 different residences, whose peace and comfort have been disturbed by the same noisy animal

After reviewing any fully completed Noisy Animal/Barking Dog packet, Animal Services shall determine whether there is sufficient evidence to proceed with any of the following enforcement remedies:

a) ***Notice of Violation*** *– A formal Notice of Violation may be issued to the person(s) responsible for the noisy animal notifying the responsible party of the complaint and required corrective action to be completed within fourteen (14) calendar days. The Notice of Violation should also explain potential consequences of the responsible party failing to adequately address the violation.*

b) ***Notice of Office Hearing/Conference*** *– A Notice of Office Hearing/Conference may be issued to the responsible person(s) providing said person(s) a date, time, and location to meet with Animal Services to discuss the ongoing complaint and required corrective actions, as well as potential consequences of the responsible party failing to adequately address the violation.*

c) ***Administrative Citation*** *– An administrative citation may be issued to the responsible person(s) pursuant to the provisions of RMC Chapter 1.22 only if the complainant submitted a fully-executed "Declaration in Support of Administrative Citation" or if Animal Services has independently confirmed the existence of the noisy animal (inclusive of a barking dog).*

d) ***Criminal Prosecution/Civil Litigation*** *– The formal complaint (and any corroborating evidence) may be submitted to the City Attorney or City Prosecutor for consideration of the filing of a civil and/or criminal complaint with the San Bernardino Superior Court against the responsible person(s).*

Should the City/Animal Services determine that there is insufficient evidence to proceed with any of the aforementioned enforcement actions, Animal Services may investigate the complaint further - including, but not limited to, requesting additional evidence from the complainant, conducting inspections and/or surveillance of the property where the noisy animal resides or is being harbored, or any other appropriate action..

Determination of which enforcement action to undertake shall be at the sole discretion of the City/Animal Services.

If no further complaints are received by Animal Services within sixty (60) calendar days of an enforcement action, the case will be deemed closed.

Nothing contained in this Policy & Procedures inhibits the right of any person aggrieved by a noisy animal prohibited by RMC §6.24.120 to file an action for a private nuisance, as authorized by RMC §6.24.120.G.

City Council Meeting **J. 7.**

DATE: 12/16/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8745 approving Agreements for the Improvements to the State Street City Hall Facility for a total amount not-to-exceed $16,145,665.95; an additional appropriation in the amount of $16,145,665.95 to the Safety/City Hall Replacement Fund; and determine that approval is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

"I move that the City Council approve Resolution No. 8745.

RECOMMENDATION:

Staff recommends that the City Council determine approval of the Agreements 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 that the City Council approve Resolution No. 8745.

DISCUSSION:

In 2021, the City acquired the facility known as the Citrus Center, located at 300 East State Street, for development into a new City Hall facility. In September 2023, the City Council awarded a contract to Miller Architectural Corporation for the design of the new City Hall Facility. In December 2024, the City Council awarded a contract to Tilden-Coil Constructors, Inc. (Tilden-Coil) for Master Construction Management Services for the State Street City Hall project.

In accordance with the City's procurement guidelines, formal Requests for Bids (RFB's) and Requests for Proposals (RFP's) were advertised for the provision of services as noted below.

Requests for Proposals

Pursuant to City of Redlands Municipal Code Section 2.16.180B, the award of a contract for other professional services of individuals or organizations exercising professional discretion and judgment based upon advanced or specialized knowledge, expertise or training, gained by formal study or experience, shall be based upon both the demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and the cost for such services.

Under this method, the evaluation extends beyond price to include factors such as:

- Ability, capacity, and skill to provide the required services within specified timelines.
- Character, integrity, reputation, and experience of the proposer.
- Quality and performance of previous work.
- Ability to provide future maintenance and support.
- History of performance on past City or public contracts.
- Possession of required licenses and certifications.

Council Chambers Audio/Video System

Staff followed the City's procurement protocol by preparing a Request for Proposal (RFP) to provide Council Chambers Audio/Video System. Thirty-five vendors were solicited, and seven proposals were received on August 18, 2025. A selection committee reviewed and ranked each organization based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required in accordance with the City's procurement policies. Western Audio Visual & Security was selected as the most highly qualified firm, based on the response to the scope of work provided in the RFP.

Firm Name	Responsive Proposer	Responsible Proposer	Ranking
Western Audio Visual	X	X	1
INA Led US, Inc., dba INA Display	X	X	2
RTS Solutionz Inc., dba Solutionz, Inc.	X	X	3

Eidim Group, Inc. dba Eidim AV Technology	X	X	4
Golden Star Technology, Inc.	X	X	5
Sunset Electrical Contractors, Inc.	X	X	6
Caltek Technologies, Inc.	non-responsive		not ranked

Following evaluation and ranking by the Selection Committee, staff entered into negotiations with the top-ranked firm to confirm scope and finalize pricing. The resulting agreement reflects a fair and reasonable cost for the level of service and qualifications offered, and staff recommends an award accordingly. Staff is recommending that the City Council approve an agreement with Western Audio Visual & Security in an amount not to exceed $533,315.95. Of this amount, $334,321.51 qualifies as PEG-fund eligible expenditures. The remaining balance of $198,994.44 will be funded from other City sources.

Public, Educational, and Governmental Access (PEG) funds are collected by cities in California through cable franchise agreements under the federal Cable Act and related state/local ordinances. These fees are specifically restricted to supporting PEG access channels and facilities.

PEG funds may be used to purchase, install, operate, or maintain equipment and facilities that provide the public, schools, and government agencies with the ability to produce and broadcast programming on community cable channels. Allowable uses include things like cameras, editing systems, broadcasting hardware/software, channel infrastructure, and the build-out of community media centers. PEG funds cannot be used for unrelated general government expenses or operational staffing unrelated to PEG programming. Their purpose is narrowly tied to ensuring that the community has access to technology and infrastructure for local programming, civic transparency, and educational content.

Special Inspection Services

Staff followed the City's procurement protocol by preparing a Request for Proposal (RFP) to provide Special Inspection Services for the State Street City Hall renovation project. Fourteen vendors were solicited, and eleven proposals were received on August 28, 2025. A selection committee reviewed and ranked each organization based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required in accordance with the City's procurement policies. Hilltop Geotechnical, Inc., was selected as the most highly qualified firm, based on the response to the scope of work provided in the RFP.

Firm Name	Responsive Proposer	Responsible Proposer	Rank
Hilltop Geotechnical, Inc.	X	X	1
GeoTek, Inc.	X	X	2
Fenagh Engineering & Testing	X	X	3
Caltech Labs, Inc.	X	X	4
MTGL, Inc.	X	X	5
Certerra RMA Group	X	X	6
Grace Inspection and Testing, Inc.	X	X	7
Smith-Emery Laboratories, Inc.	X	X	8
FEI Associates Consulting Engineers	X	X	9
UES Professional Solutions, Inc.	X	X	10
Health Gnosis, LLC	non responsive		not ranked

Following evaluation and ranking by the Selection Committee, staff entered into negotiations with the top-ranked firm to confirm scope and finalize pricing. The resulting agreement reflects a fair and reasonable cost for the level of service and qualifications offered, and staff recommends an award accordingly. Staff is recommending that the City Council approve an agreement with Hilltop Geotechnical, Inc., in an amount not to exceed $180,000.

Request for Bids

Staff followed the City's procurement protocol by preparing a Request for Bid (RFB) to provide City Hall Renovation Services, and on Wednesday, November 19, 2025, the City received and opened 80 bids. Tilden-Coil Constructors, Inc., the City’s construction management company for the City Hall Renovation Project, and City Staff reviewed each bid and each company’s qualifications and responsiveness to the bid requirements. Based on the credentials, pricing, and reference checks, Staff recommends awarding Construction Agreements to the below-referenced companies in an amount not to exceed $15,432,350, which includes $1,402,941 as a contingency allowance.

Bid Package No.	Bidder	Location	Amount
01 - Concrete: Structural & Site	Robert Clapper Construction Services, Inc.	Redlands,CA	$639,320
02 - Steel: Structural & Miscellaneous	Anderson Charnesky Structural Steel, Inc. (ACSS)	Beaumont, CA	$845,498
03 - Finish Carpentry & Casework	K & Z Cabinet Co., Inc.	Ontario, CA	$995,790
05 - Doors, Frames, Hardware	Whitehead Construction, Inc.	Riverside, CA	$184,000
06 - Aluminum & Glazing	McKernan, Inc.	Redlands, CA	$583,105
07 - Metal Stud Framing, Insulation, Drywall & Plaster	Superior Wall Systems, Inc.	Fullerton, CA	$1,296,584
08 - Acoustical Ceiling & Treatment	Southcoast Acoustical Interiors, Inc.	Fontana, CA	$418,650
09 - Finish Flooring	Perfection Pro Contractors, Inc.	Santa Clarita, CA	$220,000
10 - Painting	Rivco Coatings, Inc.	Meniffee, CA	$328,000
11 - Fire Sprinkler	J.G. Tate Fire Protection Systems, Inc.	Poway, CA	$248,000
12 - Plumbing	Rivera Equipment dba Valley Industrial Mechanical (REVIM)	Oak Hills, CA	$416,340
13 - HVAC	Franklin Mechanical Systems, Inc.	Beaumont, CA	$889,600
14 - Electrical & Low Voltage	F.E.C Electric, Inc.	Redlands, CA	$3,307,649
15 - General Package B	Bog Construction, LLC		$3,656,873
		Subtotal	$14,029,409
		10% Contingency	$1,402,941
		Total	$15,432,350

Staff will return to the City Council at a later date with recommendations for the purchase and installation of furniture, as well as for moving services, once construction is nearing completion. Bringing these items forward closer to project completion will allow the City to finalize space layouts, confirm quantities, and ensure coordination with the project schedule prior to award.

City Council approval of these agreements is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act as it can be seen with certainty that approval of these Agreements will have no significant effect on the environment.

ALTERNATIVES:

City Council may elect not to approve the agreements and direct staff accordingly.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

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

Fiscal Impact

Fiscal Year:	FY 2025-26
Appropriation Required Y/N:	Y
Account No.:	406501.C300009
Discussion:	

Project Funding

Fund Description	Amount
General Fund - Future Facilities Reserve	12,311,344.44
General Fund - PEG Fees Reserve	334,321.51

Fund 250 — Park Development	1,000,000.00
Fund 251 - Public Facility Development	500,000.00
Enterprise Fund Share (501, 511, 521)	2,000,000.00
Total	16,145,665.95

This expense will be offset by a corresponding release from the General Fund Reserve for Future Facilities in the amount of $12,311,344.44. The current available (unencumbered) Future Facilities Reserve balance is $25,800,955.69. Should the Council approve this additional appropriation, the Future Facilities Reserve balance will be $13,489,611.25.

The total cost of the agreement with Western Audio Visual is $533,315.95. Of this amount, $334,321.51 qualifies as Public, Educational, and Governmental Access (PEG) fund eligible expenses and will be funded using restricted PEG revenues. The remaining $198,994.44 will be covered by the funds detailed in the table above.

Attachments

Agreement with Western AV
Agreement with Hilltop Geotechnical
Agreement with RC Construction
Agreement with ACSS
Agreement with K & Z Cabinet
Agreement with Whitehead Construction
Agreement with McKernan
Agreement with Superior Wall Systems
Agreement with Southcoast Acoustical Interiors
Agreement with Perfection Pro
Agreement with RIVCO Coatings
Agreement with J.G Tate Fire Protection Systems
Agreement with Rivera REVIM
Agreement with Franklin Mechanical Systems
Agreement with F.E.C. Electric
Agreement with Bogh Construction
Additional Appropriation - revised
Unofficial Bid Results
Resolution No. 8745

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Council Chambers Audio Video System ("Agreement") is made and entered in this 16th day of December, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Western A/V, 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 Council Chambers Audio Video System 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 Chris Boatman, Assistant City Manager, 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 from the Effective Date through June 30, 2030, unless terminated earlier as provided herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall be in the amount of Five Hundred Thirty Three Thousand Three Hundred Fifteen Dollars and Ninety-Five Cents ($533,315.95). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule Title" which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Hailey Schellin, Account Executive
Western A/V, Inc.
1521 E. Orangethorpe Ave., Suite A
Fullerton, CA 92831
Email: haileys@wav1.com
Phone: 714-637-7272

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

ATTEST:

_____
Jeanne Donaldson, City Clerk

WESTERN A/V, INC.

By: _____
Hailey Schellin, Account Executive

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall perform the following Scope of Services:

Council Chambers

Display System:

The video system will incorporate a variety of Samsung and Planar displays to ensure optimal viewing for presentations and listed sources. The setup will feature a full matrix routing system, allowing all sources to be accessible at all destinations. Additionally, the system will include an option for "Route to All" in the custom programming to enhance flexibility. For video transmission, the system will utilize the latest Crestron AV over IP technology to ensure seamless video and communication between devices.

Provide and install the following displays, mounts, and display components detailed below as "Sources" and "Destinations":

Sources

- Qty (1) Laptop Connection via HDMI only at Staff Desk #1. HDMI cable will be routed through a Crestron FT2-202-ELEC-PLT-B table box
- Qty (1) Laptop Connection via HMID only at Staff Desk #2. HDMI cable will be routed through a Crestron FT2-202-ELEC-PLT-B table box
- Qty (1) Laptop Connection via HMID only at Lectern. HDMI cable will be routed through a Crestron FT2-202-ELEC-PLT-B table box
- Qty (1) Wireless Laptop Connection via Barco Clickshare Dongle. Barco Clickshare unit will be installed at Lectern but wireless presentations will be available anywhere inside the chamber
- Qty (1) Zoom/Teams Web PC for Video conferencing. Located at Broadcast Console
- Live Broadcast Feed
- Voting Display Server – Voting Results

Destinations

- Qty (2) Samsung QB98 located behind dais – Left and Right – Main Wall Displays – Mounted on swing arm mounts for access
- Qty (3) Samsung QM65 located on sides of audience. (2) on the right side and (1) on the left. Mounted on swing arm mounts for access
- Qty (12) Planar PCT2235 located at staff desks.
- Qty (1) Samsung QM65 located in "Council Lobby" will receive "Live Broadcast Feed" for overflow via HD SDI - Mounted on swing arm mounts for access

- Qty (4) Samsung QM55 located in “Lobby” will receive “Live Broadcast Feed” for overflow via HD SDI - Mounted on swing arm mounts for access
- Qty (7) Planar PCT2235 located at Dais locations. The dais area will be a routable destination and also allow Council Members to toggle between the live presentation feed and the agenda/voting interface utilizing the touch function on the Planar monitor.

Agenda/Minutes Management System

Work in conjunction with Cloud Driven Solutions (CDS) and ensure that the AV solution is compatible with CDS software. The CDS Edge Controller allows the AgendaLink platform to interact and control AV hardware on the local network and is required in order to achieve this functionality.

- Provide and install Agendalink Horizon Software for a total of three (3) years. Re-occurring license fees will begin at Year 4.
- Each location at the Dais will use a Brightsign XT1144 (Qty 7) for the CDS agenda/minutes system to be the feed video to touchscreen monitors (see above “Display System” section). Local power and network connectivity (drops) for these players shall be the responsibility of the City.
- (1) Brightsign XT1144 player will be installed in the equipment rack location and be an input into the AV system to serve as the “Voting Display Server” to display voting results and agenda minutes.
- (1) Apple IPAD will be installed near the entrance of the council chamber utilizing a Display2Go standing Kiosk. IPAD will connect to building Wifi to connect to CDS services. This iPAD will be utilized for the public to fill out “request to speak” digital forms.
- A total of nineteen (19) 20” digital names plates will be installed at the dais and staff tables: (7) at dais for council members and (12) at various staff locations. These Bluefin BLFN-20-3018-0014 will be connected to the City network and POE cable drops will need to be provided by IT department. WAV to coordinate with millwork contractor for holes and mounting details.
- (1) CDS Edge controller server will be installed in the equipment rack to serve as the cross connection between the Crestron control system and CDS operation. This server will be connected to city network as well as the AV network.

Audio System:

- A combination of Biamp Tesira FORTE DSPs will be installed to handle all audio routing, echo cancellation, and audio tuning. This system will also provide audio conferencing (SIP-based VoIP) as well as USB audio for the web-conferencing PC.
- Provide and install a total of fourteen (21) new gooseneck microphones for each position at the dais (7), staff area (12), and lectern (2). All microphones will have a cardioid polar pattern. Local mute/un-mute control via touch capacitive switches will be provided at all locations.

- Provide and install a total of nineteen (19) desktop speakers for local reinforcement; dais (7), staff area (12). These speakers will be setup in a MIX/Minus configuration to allow maximum gain before feedback.
- Provide and install within the council chamber ceiling - (12) Biamp Desono DX-IC8-W ceiling speakers for audio to cover the audience area.
- Provide and install within the council lobby ceiling - (6) Biamp Desono DX-IC8-W ceiling speakers for audio to cover the area
- Provide and install within the main lobby walls - (6) Biamp EX-S6-CM-W surface mount speakers for audio to cover the area
- All speakers zones will be controlled from all control touch surface and panels
- Provide and install a new 4-channel amplifier to provide proper amplification and zoning to all speaker zones – Crown DCi 4/300
- Provide and install One (1) Listen Technologies Assistive listening systems will be installed to provide ADA compliance.

Control System:

- Control system shall be Crestron.
- Provide and install a 22" touchscreen for the Board Secretary/Clerk's position. This touchscreen will provide ease of control over the entire AV system. Control will include, but not be limited to; powering displays on and off, adjusting volume levels, control of microphone mute/levels, lighting control and routing of AV sources.
- Provide and install a 22" touchscreen for the Broadcast Operators position. This touchscreen will provide ease of control over the entire AV system. Control will include, but not be limited to; powering displays on and off, adjusting volume levels, control of microphone mute/levels, lighting control and routing of AV sources.
- Provide and install an iPad in the council chamber. This iPad will provide ease of control over the entire AV system. Control will include, but not be limited to; powering displays on and off, adjusting volume levels, control of microphone mute/levels, lighting control and routing of AV sources. WAP for connection will be installed in chamber ceiling l and live on AV network.
- Provide (1) additional Clock audio TS003 touch capacitive button at Mayor position to mute lectern microphones
- Lighting control of the council chamber will be on a preset recall operation. Lighting systems will not be programmed by AV contractor but may be recalled via LAN/IP communication if needed.

Broadcast System

- The backbone of the broadcast system will be leveraged by (1) Black Magic ATEM 2 M/E switcher paired with the 1 M/E Advanced Panel. This system handles and manages all

broadcast operations such as multiview preview/program, PIP, lower thirds graphics transitions., etc.

- Qty (1) HP PC will be provided as the "Engineering PC" to manage the city provided Photoshop account to be imported into the Black Magic switcher for lower thirds graphics. This ENG PC will also host the custom audio controls for broadcast Audio that feeds the public channels as well as all necessary software programs for broadcast operation and automation. • An AJA Helo Plus will be installed to record meetings (Audio & Video) and can also be used to stream to any platform desired by the client, such as FaceBook or YouTube.
- Qty (5) Panasonic AW-HE145KPJ cameras will be installed in the council chamber for broadcast operations.
- Qty (1) Panasonic AW-RP-150 camera controller will be provided for camera operation and preset recalls as well as color balance and visual settings.
- Qty (1) Winstead broadcast console will be provided to house misc broadcast components as well as the ATEM control panel, Camera controller, PC monitors, audio monitors and broadcast Multiview monitor.

Broadcast Automation System

- The broadcast automation system will be hosted by a suite of Tightrope hardware and services to provide a complete solution for the following:
- Automation via Cablecast web browser for "On Air" switching
- Video on Demand services with cloud based storage
- Live Streaming Solution
- Single HD SDI output for PEG channels (down converted as needed)
- 500 Hour block of Closed Captioning Services
- Training for Cablecast operation
- Migration of 3rd Party programming database to Cablecast Server
- Annual Support

Miscellaneous:

- Provide and install ten (15) USB charging ports with ac power connector at dais and staff positions.
- Provide a new 44RU equipment rack.
- Qty (2) Netgear POE+ managed switch will be installed & configured to support the AV system. This switch will be configured/maintained by the awarded vendor.
- Any additional network connections requiring City and/or internet will be provided by the City IT department

- Provide and install all necessary cabling, cable labels, extenders, connectors, power strips, fans, and hardware to install a turn-key system in the council chambers and adjacent rooms.

Closed Session Room:

Display System:

- Provide and install a Samsung 85" display on the south wall, centered to the conference room table.

Signal Distribution & Switching System:

The following inputs will be available in the Closed Session Conference Room, control from touch panel and switched via Liberty TU-HUC42 TX RX system.

- Dedicated Web Conferencing/Presentation PC with Wireless Keyboard/Mouse (Owner Furnished)
- Laptop HDMI connection at table
- Overflow Broadcast feed

Audio System

- A DSP system will be installed to control all audio processing within the room.
- Provide and install new ceiling speakers – Qty (4) Biamp C-IC6-W
- (2) Ceiling microphones will be installed and will provide audio capture for web-conferencing/recording, and audio conferencing. – Biamp Parle TCM-W. Microphones are NOT used for speech reinforcement in the room.

Conferencing System:

- Provide and install an AI Web-Conferencing camera below the display – Huddly S1

Control System:

One (1) Crestron table top touch-panel will be provided and programmed to control all room functions. This will include:

- Display Power
- Source Selection
- Microphone control (mute, levels)
- All programming performed by BMA Software Solutions. Master quote #BMAI-25142.

Miscellaneous Components:

- Qty (1) Middle Atlantic Credenza rack – C5-SH-SYS27 system will be installed on the south wall to house AV equipment.
- Qty (2) Crestron FT2-500-ELEC-PLT-B table boxes wil be installed in conference table at each end with appropriate accessories

Exclusions from Project:

- Any electrical work requiring a C-10 license.
- Patching and painting of surfaces (unless damaged).

EXHIBIT "B"
PROJECT SCHEDULE

Milestone	**Target Date / Deliverables**
Notice of Award	December 16, 2025
Kick-off Meeting	Within 20 calendar days of Notice of Award
Order Long-Lead Equipment	Major components (DSP, PTZ cameras, matrix switcher, control processors, broadcast encoders) released to manufacturers. Typical lead time ≈ 8–12 weeks.
Site Readiness Verification	Confirm conduit, power, network drops, millwork cut-outs, and rack space by General Contractor (GC).
Receive & Stage Equipment	Freight delivery to secure staging area; vendor conducts inbound QC and pre-configures racks/off-site programming.
Installation Start	Mount displays, speakers, microphones; pull/terminate cables; set up control surfaces; interface with lighting and broadcast systems. ≈ 4 weeks.
Commissioning & Functional Testing	Audio tuning, video alignment, control logic validation, redundancy checks, fail-over tests.
User Acceptance Testing (UAT) & Punch List	City staff simulate live meeting scenarios; deficiencies logged and corrected. ≈ 1 week.
Staff Training Sessions	Operational training for clerks, IT, and facilities; basic troubleshooting and routine maintenance walkthrough. 2-3 days
Substantial Completion & Go-Live	System ready for first public meeting; City issues Substantial Completion certificate.
Close-Out Documentation	As-built drawings (PDF & CAD), programming source code, asset inventory, warranties, and O&M manuals delivered.
Warranty & Support Period	A 3 (three) year extended warranty & maintenance for all equipment.

* Schedule to be confirmed with the City Project Manager; adjustments may be made to align with the building construction timeline (currently February 2027 through March 2027)

EXHIBIT "C"

FEE SCHEDULE

Expenses by Area

	Council Chambers	Control Room	Chamber Lobby	Closed Session	Main Lobby	Service / PM Yrs 1-3	
Equipment	137,369.06	73,141.70	3,227.20	20,824.43	8,771.63		
Shipping	4,962.97	4,504.00	88.14	676.42	248.81		
Electronic Waste	169.00	30.00		10.00	24.00		
Sales Tax	12,468.84	6,796.62	290.09	1,881.32	789.29		
Labor	110,931.22	64,048.06	1,503.86	28,463.07	4,642.34		
Subscriptions		8,942.23					
Gen. Admin Expenses	2,722.12	1,728.71	48.34	371.01	136.47		
Total w/o Tax	*256,154.37*	*152,394,.70*	*4,867.54*	*50,344.93*	*13,823.25*		
Service/PM - Yrs 1-3						33,505.00	
Grand Total by Area	268,623.20	159,191.32	5,157.63	52,226.25	14,612.54	33,505.00	533,315.95

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.

WESTERN A/V, INC.

By:_____ Date: _____
Hailey Schellin, Account Executive

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Special Inspection Service for Redlands City Hall Renovation ("Agreement") is made and entered in this 16th day of December 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Hilltop Geotechnical, 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:

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1.1 City hereby engages Consultant to provide Special Inspection Service for Redlands City Hall Renovation 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

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ARTICLE 4 – PERFORMANCE OF SERVICES

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4.2 The term of this Agreement shall be from the Effective Date through June 30, 2027, unless terminated earlier as provided herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City

Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Eighty Thousand Dollars ($180,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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CITY:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Michael Carrillo, Engineering & Technical Director Hilltop Geotechnical, Inc. 786 S. Gifford Avenue San Bernardino, CA 92408 Email: m.carrillo@hgeotech.com Phone: 909-890-9079

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

HILLTOP GEOTECHNICAL, INC.

By: _____
Michael Carrillo, Engineering & Technical Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

A. Special inspection & Materials Testing

Consultant will provide special inspectors as required for the project during construction. The Consultant's inspector would be equipped with a vehicle and sufficient field testing equipment to collect samples for materials testing, if needed. City expects that continuous and part-time special inspections will be required for structural welding, epoxy anchors, non-destructive testing of CJP welds, tension / torque testing, and fireproofing. City has assumed that the steel will be fabricated in a preapproved facility and include mill certificates when delivered to the site. It is assumed that shop inspection will not be required.

B. Laboratory Testing

Consultant will be required to perform materials testing necessary for project support and report preparation. The quantity and type of tests performed will depend on the conditions encountered. The actual cost for laboratory testing will be invoiced in accordance per the Consultant's Fee Schedule attached hereto. Where possible, tests will be performed in our in-house laboratory. However, an outside laboratory may also
be utilized on occasion.

C. Project Support and Scheduling

Consultant will provide professional project support and scheduling during construction. Professional support is expected to include site visits during construction as necessary, attendance at project meetings, preparation of reports, and QA/QC review of the work performed on the site.

D. Report Preparation and Submittal

A report of special inspections will be produced for the project documenting the inspection activities, laboratory and field test results and their compliance with the project plans and specifications.

Inspectors will prepare a Daily Field Report each day prior to leaving the site to document the inspections performed and compliance with the project plans. Daily field reports will be distributed to
the project team.

EXHIBIT "B"
FEE SCHEDULE

DESCRIPTION	UNIT	RATE
FIELD INSPECTIONS		
Multi Certified Inspector	Hourly	$135.00
Fire Proofing	Hourly	$135.00
CWI Inspector	Hourly	$135.00
ON SITE FIELD TECHNICIAN		
Technician: Torque Testing	Hourly	$195.00
MATERIAL LABORATORY TESTING		
ASTM A370/F606 Bolt Tensile Test	Sample	$65.00
ASTM A370/F606 Bolt Proof Test	Sample	$55.00
ASTM A370/F606 Nut Proof Test	Sample	$55.00
ASTM A370/F606 Bolt/Nut/Washer Hardness	Sample	$55.00
ASTM E605 Fireproof Density Tests	Sample	$55.00
PROJECT COORDINATION		
Clerical Data Entry	Hourly	$80.00
Principal Engineer - Office	Hourly	$190.00
Project Manager / Coordination	Hourly	$150.00

EXHIBIT "C"
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

HILLTOP GEOTECHNICAL, INC.

By:_____ Date: _____
Michael Carrillo, Engineering & Technical Director

AGREEMENT FORM

Bid Category No. 01

THIS AGREEMENT, entered into this 16th day of December, 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **Robert Clapper Construction Services, Inc.** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Six Hundred Thirty Nine Thousand Three Hundred Twenty DOLLARS ($ 639,320), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 02

THIS AGREEMENT, entered into this 16th day of December , 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **Anderson Charnesky Structural Steel, Inc. | ACSS** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Eight Hundred Forty Five Thousand Four Hundred Ninety Eight DOLLARS ($ 845,498), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 03

THIS AGREEMENT, entered into this 16th day of December , 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **K & Z Cabinet Co., Inc.** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Nine Hundred Ninety Five Thousand Seven Hundred Ninety DOLLARS ($ 995,790), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 05

THIS AGREEMENT, entered into this 16th day of December , 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **Whitehead Construction, Inc.** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of One Hundred Eighty Four Thousand DOLLARS ($ 184,000), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 06

THIS AGREEMENT, entered into this 16th day of December , 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **McKernan Inc.** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Five Hundred Eighty Three Thousand One Hundred Five DOLLARS ($ 583,105), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 07

THIS AGREEMENT, entered into this 16th day of December , 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **Superior Wall Systems, Inc** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of One Million Two Hundred Ninety Six Thousand Five Hundred Eighty Four DOLLARS ($ 1,296,584), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 08

THIS AGREEMENT, entered into this 16th day of December, 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **Southcoast Acoustical Interiors, Inc** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Four Hundred Eighteen Thousand Six Hundred Fifty DOLLARS ($ 418,650), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
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Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 09

THIS AGREEMENT, entered into this 16th day of December, 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **Perfection Pro Contractors, a California Corporation**, hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be

obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Two Hundred Twenty Thousand DOLLARS ($ 220,000), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 10

THIS AGREEMENT, entered into this 16th day of December , 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **RIVCO Coatings, Inc.** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Three Hundred Twenty Eight Thousand DOLLARS ($ 328,000), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

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Non-Collusion Declaration
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Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 11

THIS AGREEMENT, entered into this 16th day of December, 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **J.G. Tate Fire Protection Systems, Inc.** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Two Hundred Forty Eight Thousand DOLLARS ($ 248,000), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

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Guarantee
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Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 12

THIS AGREEMENT, entered into this 16th day of December, 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **Rivera Equipment, a California Corporation, dba Valley Industrial Mechanical, REVIM**, hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that

the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Four Hundred Sixteen Thousand Three Hundred Forty DOLLARS ($ 416,340), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 13

THIS AGREEMENT, entered into this 16th day of December, 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **Franklin Mechanical Systems, Inc.**, hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Eight Hundred Eighty Nine Thousand Six Hundred DOLLARS ($ 889,600), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 14

THIS AGREEMENT, entered into this 16th day of December , 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **F.E.C. Electric, Inc.** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Three Million Three Hundred Seven Thousand Six Hundred Forty Nine DOLLARS ($ 3,307,649), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the City,

arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement

Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary General Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders
Trade Scope of Work Summary

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

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the City and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the City and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class as specified in the Notice Inviting Bids, Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

AGREEMENT FORM

Bid Category No. 15

THIS AGREEMENT, entered into this 16th day of December , 2025 in the San Bernardino County of the State of California, by and between the **CITY OF REDLANDS**, hereinafter called the "City", and **Bogh Construction, LLC** , hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the Uniform Public Construction Cost Accounting ("UPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the UPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the City and provide any requested information or documents as requested by the City to comply with the UPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the City and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **FCS20251017TS & City Hall Renovation** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the City for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, City, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The City may give notice to proceed within ninety (90) days of the award of the bid by the City. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.47) of the Work within Three Hundred Thirty-two (332) calendar days from the start of construction receipt. This shall be called Contract Time. (See Article 8). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period(s) for this Project was adequate for the timely and proper completion of submittal, procurement and the Project within each milestone and within the Contract time.

In the event that the City desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the City. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the City's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the City within ten (10) days after receipt by the Contractor of the City's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the City, the City shall only be obligated

to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the City shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the City the sum specified in the Supplementary General Conditions per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the City) as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the City may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The City shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Three Million Six Hundred Fifty Six Thousand Eight Hundred Seventy Three DOLLARS ($ 3,656,873), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the City, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the City and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the City.

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arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off City property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the City.

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The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the City, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

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IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

City of Redlands

By:_____

Dated: _____

CONTRACTOR:

_____
Typed or Printed Name

_____
Title

_____
Signature

_____
Type or Printed Name

_____
Title (Authorized Officers or Agents)

_____
Signature

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/16/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Safety/City Hall Replacement	406501	8503	C300009	$16,145,665.95
General Fund	101501	9901		$ 12,645,665.95
Park & Open Space	250400	9901		$ 1,000,000.00
Public Facility Development	251400	9901		$ 500,000.00
Water Fund	501900	9901		$ 666,667.00
Solid Waste Fund	511900	9901		$ 666,666.00
Wastewater Fund	521900	9901		$ 666,666.00
				$ 32,291,330.90

REVENUE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Safety/City Hall Replacement	406501	4901		$ 16,145,665.95
				$ 16,145,665.95

JUSTIFICATION: Release Future Facilities Reserve in the amount of $12,311,344.44

Release PEG Reserve in the amount of $334,321.51

SSCH Project - as approved by City Council 12/16/25

Requested By: _____
Department Head

Recommended By Finance Director:

Yes_____No_____Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

UNOFFICIAL BID RESULTS
City of Redlands
Redlands City Hall Renovation
Bid # FCS20251017TS
Wednesday, November 19, 2025

BC 01 Concrete: Structural & Site (C8)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
Robert Clapper Construction Services, Inc dba R.C. Construction Services, Inc.	Y	Y	$ 583,000.00		$ 56,320.00			$ 639,320.00
RCCI Company	Y	Y	$ 571,000.00			$ 75,000.00		$ 646,000.00
Spec Construction Co Inc	Y	Y	$ 833,000.00		$ 50,000.00			$ 883,000.00
KAR Construction, Inc.	Y	Y	$ 927,000.00		$ 45,000.00			$ 972,000.00
Inland Building Construction Companies, Inc. | IBCC	Y	Y	$ 1,068,000.00		$ 147,700.00			$ 1,215,700.00

BC 02 Steel: Structural & Miscellaneous (C51)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
Anderson Charnesky Structural Steel, Inc. | ACSS	Y	Y	$ 845,498.00	$ 1,701,100.00				$ 845,498.00
KCB Towers, Inc.	Y	Y	$ 1,276,655.00	$ 3,833,345.00				$ 1,276,655.00

BC 03 Finish Carpentry & Casework (B)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
K & Z Cabinet Co., Inc.	Y	Y	$ 995,790.00					$ 995,790.00
David M. Bertino Manufacturing, Inc.	Y	Y	$ 1,275,920.00					$ 1,275,920.00
Stolo Cabinets, Inc.	Y	Y	$ 1,495,100.00					$ 1,495,100.00

BC 05 Doors, Frames, Hardware (C28, D16, or D28)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
Whitehead Construction, Inc.	Y	Y	$ 184,000.00					$ 184,000.00
Mulvihill Enterprises, Inc.	Y	Y	$ 190,511.00					$ 190,511.00
McKernan Inc.	Y	Y	$ 218,100.00					$ 218,100.00
Dan Lyman Construction, Inc	Y	Y	$ 253,470.00					$ 253,470.00

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

UNOFFICIAL BID RESULTS
City of Redlands
Redlands City Hall Renovation
Bid # FCS20251017TS
Wednesday, November 19, 2025

BC 06 Aluminum & Glazing (C17)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
McKernan Inc.	Y	Y	$ 583,105.00	$ 156,110.00				$ 583,105.00
Golden Glass, Inc.	Y	Y	$ 798,300.00					$ 798,300.00
Golden State Glazing, Inc.	Y	Y	$ 1,326,439.00					$ 1,326,439.00
M-Tech Glass, Inc.	Y	Y	$ 1,678,011.00					$ 1,678,011.00

BC 07 Metal Stud Framing, Insulation, Drywall & Plaster (C9 & C35)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
Superior Wall Systems, Inc	Y	Y	$ 1,296,584.00	$ 386,584.00				$ 1,296,584.00
Caston, Inc.	Y	Y	$ 1,378,585.00	$ 450,000.00				$ 1,378,585.00
Sierra Lathing Co., Inc.	Y	Y	$ 1,651,626.00	$ 1,181,480.00				$ 1,651,626.00

BC 08 Acoustical Ceiling & Treatment (C2)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
Southcoast Acoustical Interiors, Inc	Y	Y	$ 418,650.00	$ 190,675.00				$ 418,650.00
CG Acoustics, Inc.	Y	Y	$ 458,215.00	$ 316,815.00				$ 458,215.00
G & R Constructors, Inc.	Y	Y	$ 473,546.00					$ 473,546.00
Preferred Ceilings, Inc.	Y	Y	$ 474,990.00					$ 474,990.00
Elljay Acoustics, Inc.	Y	A, B, C	$ 496,027.00					$ 496,027.00

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Building with Integrity Since 1938

UNOFFICIAL BID RESULTS
City of Redlands
Redlands City Hall Renovation
Bid # FCS20251017TS
Wednesday, November 19, 2025

BC 09 Finish Flooring (C15)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
Perfection Painting Corp.	Y	Y	$ 220,000.00					$ 220,000.00
Del Mar Floor Convering, Inc.	Y	Y	$ 281,000.00					$ 281,000.00
Riccardi Floor Covering, Inc.	Y	Y	$ 328,800.00					$ 328,800.00
Continental Flooring, Inc.	Y	Y	$ 343,103.00					$ 343,103.00
Pro Installations, Inc. dba Prospectra Contract Flooring	Y	Y	$ 353,150.00					$ 353,150.00
Donald M Hoover Company	Y	Y	$ 353,333.00					$ 353,333.00
Floor Tech America, Inc.	Y	Y	$ 366,000.00					$ 366,000.00
Progressive Surface Solutions, LLC	Y	Y	$ 384,000.00					$ 384,000.00

BC 10 Painting (C33)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
RIVCO Coatings, Inc.	Y	Y	$ 328,000.00					$ 328,000.00
S C Coatings Corporation	Y	Y	$ 380,000.00					$ 380,000.00
Magnum Drywall	Y	Y	$ 389,800.00					$ 389,800.00
NEP Painting Contractors Inc.	Y	Y	$ 420,000.00					$ 420,000.00
D & M Painting, Inc.	Y	Y	$ 468,700.00					$ 468,700.00
Perfection Painting Corp	Y	Y	$ 477,000.00					$ 477,000.00
Ewing Painting, Inc	Y	Y	$ 485,800.00					$ 485,800.00
Borbon, Inc.	Y	Y	$ 596,388.00					$ 596,388.00
Western Painting & Wallcovering, Inc.	Y	Y	$ 629,000.00					$ 629,000.00
Inland Pacific Coatings, Inc.	Y	Y	$ 636,256.00					$ 636,256.00
Painting & Decor, Inc.	Y	Y	$ 727,900.00					$ 727,900.00
Prime Painting Contractors, Inc.	Y	Y	$ 783,000.00					$ 783,000.00

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UNOFFICIAL BID RESULTS
City of Redlands
Redlands City Hall Renovation
Bid # FCS20251017TS
Wednesday, November 19, 2025

BC 11 Fire Sprinkler (C16)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
J.G. Tate Fire Protection Systems, Inc.	Y	Y	$ 248,000.00	$ 171,000.00				$ 248,000.00
JPI Development Group, Inc.	Y	Y	$ 265,000.00	$ 98,000.00				$ 265,000.00
Pro-Craft Construction, Inc.	Y	Y	$ 288,000.00					$ 288,000.00
Serenity Fire Protection	Y	A, B, C	$ 289,740.00					$ 289,740.00
Apex Fire Protection, Inc.	Y	Y	$ 460,000.00					$ 460,000.00
Fischer, Inc.	Y	Y	$ 893,754.00					$ 893,754.00

BC 12 Plumbing (C36)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
Rivera Equipment dba Valley Industrial Mechanical | REVIM	Y	Y	$ 416,340.00	$ 98,000.00				$ 416,340.00
JPI Development Group, Inc.	Y	Y	$ 464,000.00					$ 464,000.00
Crosby Plumbing, Inc	Y	Y	$ 475,000.00					$ 475,000.00
Empyrean Plumbing, Inc.	Y	Y	$ 524,485.00					$ 524,485.00
Verne's Plumbing, Inc.	Y	Y	$ 575,000.00					$ 575,000.00
Pro-Craft Construction, Inc.	Y	Y	$ 578,000.00					$ 578,000.00
Continental Plumbing, Inc.	Y	Y	$ 634,636.00					$ 634,636.00
Fischer, Inc.	Y	Y	$ 1,599,392.00					$ 1,599,392.00

Tilden-Coil CONSTRUCTORS
Building with Integrity Since 1938

UNOFFICIAL BID RESULTS
City of Redlands
Redlands City Hall Renovation
Bid # FCS20251017TS
Wednesday, November 19, 2025

BC 13 HVAC (C20)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
Franklin Mechanical System, Inc.	Y	Y	$ 889,600.00	$ 223,700.00				$ 889,600.00
Simco Mechanical, Inc	Y	Y	$ 892,500.00					$ 892,500.00
Omnisense Inc.	Y	Y	$ 935,000.00					$ 935,000.00
Allison Mechanical, Inc.	Y	Y	$ 963,300.00					$ 963,300.00
RAN Enterprises, Inc.	Y	Y	$ 994,000.00					$ 994,000.00
All Star Air Systems Inc	Y	Y	$ 1,066,200.00					$ 1,066,200.00
Scorpio Enterprises dba Aire-Masters Air Conditioning	Y	Y	$ 1,140,000.00					$ 1,140,000.00
Pacific West Industries, Inc. dba Pacific West Air Conditioning	Y	Y	$ 1,234,220.00					$ 1,234,220.00
ACH Mechanical Contractors, Inc.	Y	Y	$ 1,300,000.00					$ 1,300,000.00

BC 14 Electrical & Low Voltage (C10)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
F.E.C. Electric, Inc.	Y	Y	$ 3,307,649.00	$ 233,491.00				$ 3,307,649.00
RDM Electric Co., Inc.	Y	Y	$ 3,340,000.00	$ 135,000.00				$ 3,340,000.00
Southern California West Coast Electric Inc.	Y	Y	$ 3,493,285.00	$ 151,555.00				$ 3,493,285.00
Champion Electric Inc.	Y	Y	$ 3,655,000.00	$ 140,000.00				$ 3,655,000.00
Daniel's Electrical Construction Co., Inc.	Y	Y	$ 4,213,000.00	$ 375,000.00				$ 4,213,000.00
Giant Services, Inc. | Giant Power Comm	Y	Y	$ 4,599,000.00	$ 20,000.00				$ 4,599,000.00

UNOFFICIAL BID RESULTS
City of Redlands
Redlands City Hall Renovation
Bid # FCS20251017TS
Wednesday, November 19, 2025

BC 15 General Package (B)	Bid Bond (Y/N)	Addenda (Y/N)	Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4	Total
Bogh Construction, LLC	Y	Y	$ 3,570,000.00		$ 52,360.00	$ 34,513.00	$ 993.00	$ 3,657,866.00
Spec Construction Co Inc	Y	Y	$ 3,796,000.00		$ 55,000.00	$ 49,000.00	$ 168,000.00	$ 4,068,000.00
Inland Building Construction Companies, Inc. | IBCC	Y	Y	$ 4,564,000.00		$ 97,500.00	$ 82,500.00	$ 178,300.00	$ 4,922,300.00
KYA Services, LLC	Y	Y	$ 5,186,100.00		$ 83,000.00	$ 30,600.00	$ 129,000.00	$ 5,428,700.00
Newman Midlnad Corp	Y	Y	$ 5,306,062.00		$ 71,160.00	$ 40,075.00	$ 138,882.00	$ 5,556,179.00
Plyco Corp	Y	Y	$ 5,394,000.00		$ 95,000.00	$ 49,000.00	$ 175,000.00	$ 5,713,000.00

RESOLUTION NO. 8745

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING AGREEMENTS FOR THE IMPROVEMENTS TO STATE STREET CITY HALL FACILITY

WHEREAS, in October 2021, the City acquired the facility located at 300 E. State Street for the purpose of establishing a new City Hall facility (State Street City Hall); and

WHEREAS, in September 2023, the City Council awarded a contract to Miller Architectural Corporation for the design and construction management of the State Street City Hall; and

WHEREAS, in December 2024, the City Council awarded a contract to Tilden-Coil Constructors, Inc., for Master Construction Management Services for State Street City Hall; and

WHEREAS, in preparation for the improvement work to begin, staff advertised formal Requests for Bids (RFB's) and Requests for Proposals (RFP's) for the provision of services as noted below; and

WHEREAS, to support the Improvements to State Street City Hall Project and in accordance with the City's purchasing policy, fourteen (14) Construction Agreements set forth in Exhibit "A" and attached hereto and two (2) Professional Services Agreements set forth in Exhibit "B" and attached hereto have been prepared for the City Council's; and

WHEREAS, pursuant to the Redlands Municipal Code Section 2.16.140, for public projects, the total of change orders shall not exceed twenty-five percent (25%) of the amount of the original contract.

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

Section 1. The City Council hereby approves fourteen (14) Construction Agreements set forth in Exhibit "A" to provide various construction services for the City Hall Renovation Project for a total not-to-exceed amount of $15,432,350.

Section 2. The City Council hereby authorizes the City Manager, or his designee, to execute any subsequent change orders to the fourteen (14) Construction Agreements.

Section 3. The City Council hereby approves Professional Services Agreements with Western Audio Visual in an amount not to exceed $533,315.95 and Hilltop Geotechnical, Inc., in an amount not to exceed $180,000 set forth in Exhibit "B".

Section 4. The City Council hereby approves an additional appropriation in the amount of $12,311,344.44 from the General Fund Reserve for Future Facilities.

Section 5. The City Council hereby approves an additional appropriation in the amount of $334,321.51 from the General Fund Reserve for PEG Fees.

Section 6. The City Council hereby approves an additional appropriation in the amount of $1,00,000.00 from the Park and Open Space Fund.

Section 7. The City Council hereby approves an additional appropriation in the amount of $500,000.00 from the Public Facility Development Fund.

Section 8. The City Council hereby approves an additional appropriation in the amount of $666,667.00 from the Water Fund.

Section 9. The City Council hereby approves an additional appropriation in the amount of $666,666.00 from the Solid Waste Fund.

Section 10. The City Council hereby approves an additional appropriation in the amount of $666,666.00 from the Wastewater Fund.

Section 11. The City Council hereby determines that the approval of the fourteen (14) Construction Agreements and two (2) Professional Services Agreements described in this resolution are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

ADOPTED, SIGNED AND APPROVED this 16th day of December, 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 16th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Construction Agreements

Bid Package No.	Bidder	Location	Amount
01 - Concrete: Structural & Site	Robert Clapper Construction Services, Inc	Redlands, CA	$639,320
02 - Steel: Structural & Miscellaneous	Anderson Charnesky Structural Steel, Inc. (ACSS)	Beaumont, CA	$845,498
03 - Finish Carpentry & Casework	K & Z Cabinet Co., Inc.	Ontario, CA	$995,790
05 - Doors, Frames, Hardware	Whitehead Construction, Inc.	Riverside, CA	$184,000
06 - Aluminum & Glazing	McKernan, Inc.	Redlands, CA	$583,105
07 - Metal Stud Framing, Insulation, Drywall & Plaster	Superior Wall Systems, Inc.	Fullerton, CA	$1,296,584
08 - Acoustical Ceiling & Treatment	Southcoast Acoustical Interiors, Inc.	Fontana, CA	$418,650
09 - Finish Flooring	Perfection Pro Contractors, Inc.	Santa Clarita, CA	$220,000
10 - Painting	Rivco Coatings, Inc.	Menifee, CA	$328,000
11 - Fire Sprinkler	J.G. Tate Fire Protection Systems, Inc.	Poway, CA	$248,000
12 - Plumbing	Rivera Equipment dba Valley Industrial Mechanical (REVIM)	Oak Hills, CA	$416,340
13 - HVAC	Franklin Mechanical Systems, Inc.	Beaumont, CA	$889,600
14 - Electrical & Low Voltage	F.E.C Electric, Inc.	Redlands, CA	$3,307,649
15 - General Package B	Bogh Construction, LLC		$3,656,873
		Subtotal	$14,029,409
		10% Contingency	$1,402,941
		Total	$15,432,350

Exhibit "B"

Professional Services Agreements

Service	Bidder	Amount
Council Chambers Audio/Video System	Western Audio Visual	$533,315.95
Special Inspection Services	Hilltop Geotechnical, Inc.	$180,000.00