CITY OF REDLANDS

CITY COUNCIL

A G E N D A

DECEMBER 17, 2024

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

***

JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)

* * *

City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

Recycled Paper

A G E N D A

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

TUESDAY, DECEMBER 17, 2024

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 legal counsel - Anticipated litigation pursuant to Government Code Sections 54956.9(d)(2) and (e)(3):

   A point has been reached where, in the opinion of the legislative body of the local agency, and on the advice of its legal counsel based on existing facts and circumstances, there is a significant exposure to litigation against the local agency, based on the local agency's receipt of communication dated November 25, 2024, from Jonathan Shardlow, legal counsel for Prologis, Inc. to City Attorney Yvette Abich Garcia threatening litigation (copy available for public inspection in City Clerk's Office)

2. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)(City Attorney Garcia)
   One Case:
   a. Miller & Associates, LLC v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2203755

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

Property:	APN: 0171-191-30-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Steve Stockton, President, Redlands Historical Museum Association
Under Negotiation:	Terms of possible lease with City.

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Mayor Pro Tem Barich***
Pledge of Allegiance by the Student Council of Smiley 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. **Presentations**

1. Performance by Barry Johansson (Mayor Tejeda)

H. **Certification of Election - Oaths of Office - Reorganization of the City Council**

1. Consideration of Resolution No. 8638 of the City Council of the City of Redlands reciting the facts of the General Municipal Election held on Tuesday, November 5, 2024, declaring the results and such other matters as provided by law (City Clerk Donaldson)

2. Presentation of certificates of election - Administration of oaths of office
   a. Newly re-elected City Clerk (Mayor Tejeda)
   b. Newly elected City Treasurer (City Clerk Donaldson)
   c. Newly re-elected Council Member District 2 (City Clerk Donaldson)
   d. Newly elected Council Member District 4 (City Clerk Donaldson

3. Discussion and possible action relating to Resolution No. 8508 establishing the process for the selection of the Mayor and Mayor Pro Tempore and their respective terms of office and repealing Resolution No. 8414 (Mayor Tejeda)

4. Selection of Mayor and Mayor Pro Tempore (City Clerk Donaldson)

5. Comments from Mayor, Mayor Pro Tempore, and newly elected and re-elected City Council Members, City Clerk, and City Treasurer

6. Brief Recess

I. Reconvene City Council Meeting

J. **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.)

K. **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 the regular meeting minutes December 3, 2024 (City Clerk Donaldson)

2. Approve recommendations for the reappointment of Margo Mullen and Edie Punt to serve on the Cultural Arts Commission (Mayor Tejeda)

3. Approve recommendations for the reappointment of Andrew Hoder, and the appointments of Patrick Taylor and Donivan Fox to the Traffic and Parking Commission (Mayor Tejeda and Council Member Saucedo)

4. Approve recommendation for reappointment of William Hardy, Jr. to the Library Board of Trustees (Council Member Davis)

5. Approve the acceptance of a grant award from the County of San Bernardino Office of Homeless Services in the amount of $300,000 from Homeless, Housing, Assistance, and Prevention 4 (HHAP-4) grant for case management at the Project Home Key site; approve the Homeless Resource Services Agreement with Step Up on Second Street, Inc. for case management services at Project Home Key in an amount not-to-exceed $300,000; approve the associated additional appropriation in the amount of $300,000; and determine that the services provided are 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)

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6. Approve the First Amendment to the sole source Professional Services Agreement with Dyett & Bhatia, Urban and Regional Planners, to include an additional Scope of Services, an increase to the Agreement by $21,600 from $129,800 to a total aggregate amount not-to-exceed $151,400, to extend the agreement term to December 31, 2025, and determine that the proposed action is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

7. Approve the Professional Services Agreement with EnviroMINE, Inc., to perform annual site inspections and related services associated with the Surface Mining and Reclamation Act of 1975 Compliance, for an aggregate amount not to exceed $122,500 over a five-year period (Development Services Director Desatnik)

8. Adopt Resolution No. 8646 Designating the City's Authorized Agents for cost recovery purposes for the California Governor's Office of Emergency Management (CalOES) and the Federal Emergency Management Agency (FEMA) (Fire Chief Sessler)

9. Approve the purchase of a mobile office from Mobile Modular for the California Street Landfill at a cost of $117,550.24 (Facilities and Community Services Director Crocker)

10. Approve the Professional Services Agreement with Higginson Architects Inc. for general architecture design services for an amount not to exceed $100,000, and determine that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

11. Approve a $30,000 contribution for the 2025 Fourth of July Celebration to the Redlands 4th of July Committee and determine that the financial support serves a public benefit and approve the additional appropriation in the amount of $30,000 (Facilities and Community Services Department Director Crocker)

12. Adopt Salary Resolution No. 8650 establishing a Salary Schedule and Compensation Plan for City Employees and rescinding Resolution No. 8624 (Human Relations and Risk Management Director Meteau)

13. Approve the invoice payment to Systems & Software, Inc. for support of the enQuesta Utility Database for Customer Management in an amount of $203,771 for annual software maintenance and support (Management Services/Finance Director Garcia)

14. Approve the $75,000 JCI Jones Chemical, Inc. purchase order modification and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

15. Adopt Resolution No. 8644 establishing a contractor list pursuant to the 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 (Municipal Utilities and Engineering Director Harris)

16. Approve the Third Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for the California Street and Redlands Boulevard Intersection Widening Project to extend the time for completion to December 31, 2025, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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17. Approve purchase of four (4) chemical fume hoods with cabinets and one (1) sample refrigerator unit from Thomas Scientific, LLC, for a total purchase price of $85,673.25, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

18. Approve the Professional Services Agreement with AGA Engineers, Inc. to design and provide construction support services for the installation of a new traffic signal at the Church Street/San Bernardino Avenue intersection for an amount not-to-exceed $115,000, and determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

19. Accept the grant award from the FY 2023 Homeland Security Grant Program, and approve an additional appropriation of $23,962 to the Police Department (Police Chief Tolber)

L. **New Business**

1. Consideration of a Lease Agreement with the Redlands Historical Museum Association for the Museum of Redlands property located at 1 North Center Street, for a not to exceed amount of $36,000 and determine that approval of the lease agreement 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)

2. Consideration of a Sole Source Procurement Waiver and Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services for State Street City Hall for an amount not to exceed $1,363,358, approval of an additional appropriation, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

3. Consideration of a Professional Services Agreement with TK Security, Inc., for the provision of unarmed, on-site security services at the Step-Up In Redlands Project Home Key facility, in an amount not-to-exceed $196,560 for the initial term of one year, with the option to extend by two additional one-year terms for a total amount not-to-exceed $589,680 (Assistant City Manager Boatman)

4. Consideration of the California Department of Housing and Community Development (HCD) Encampment Resolution Funding Program (ERF-3) grant award in the amount of $5,341,800, authorizing the City Manager or his designee to execute the grant agreement and related program documents, and authorize an additional appropriation of $5,341,800 (Assistant City Manager Boatman)

5. Consideration of the 2025-2026 Community Development Block Grant Program Year proposed project listing, and authorization for submittal of the 2025-2026 Cooperating City Recommended Projects Form to the County of San Bernardino Community and Housing Division (Development Services Director Desatnik)

6. Consideration of Resolution No. 8643 determining that a proposed mixed-use development on an approximately 3.15-acre site located at the northeast corner of Stuart Avenue and Eureka Street is exempt from Measure 'U' (Development Services Director Desatnik)

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7. Consideration of a Professional Services Agreement with Activu Corporation for an amount not to exceed $257,779, for the purchase and installation of an audiovisual system for the City's Emergency Operations Center (EOC) as part of the grant-funded EOC Renovation Project (Fire Chief Sessler)

8. Consideration of a $12,058,362.99 construction contract with MCC Pipeline, Inc. for construction of the 2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063, approval of an additional appropriation in the amount of $3,058,363, and determination that the project is categorically exempt under Sections 15302 and 15303 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

9. Consideration of Resolution No. 8645 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program prepared for the proposed California Street and Redlands Boulevard Intersection Widening Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines (Municipal Utilities and Engineering Director Harris)

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

N. **Adjournment**
The next regular meeting of the City Council will be held on January 21, 2025.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

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City Council Meeting **H. 1.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8638 of the City Council of the City of Redlands reciting the facts of the General Municipal Election held on Tuesday, November 5, 2024, declaring the results and such other matters as provided by law (City Clerk Donaldson)

MOTION(S):

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

I move to adopt Resolution No. 8638.

Certificates of Election - Administration of Oath of Office

Mayor Tejeda to administer oath of office to newly elected City Clerk, Jeanne Donaldson

City Clerk Donaldson to administer oath of office to newly elected Council Member Eddie Tejeda, District 2

City Clerk Donaldson to administer oath of office to newly elected Council Member Marc Shaw, District 4

City Clerk Donaldson to administer oath of office to newly elected City Treasurer Phillip Doolittle

Seating of new Mayor and Mayor Pro Tempore.

Comments from the newly elected Council Members and comments from the new Mayor and new Mayor Pro Tempore

RECOMMENDATION:

It is recommended the City Council adopt Resolution No. 8638, a resolution of the City Council of the City of Redlands reciting the facts of the General Municipal Election held on Tuesday, November 5, 2024, declaring the results and such other matters as provided by law.

DISCUSSION:

Pursuant to the requirements of the laws of the State of California relating to General Law cities, the Redlands City Council adopted Resolution No. 8567 on June 18, 2024, calling and ordering to be held in the City of Redlands, California, a General Municipal Election, and requesting the Board of Supervisors of the County of San Bernardino authorize the Registrar of Voters to canvass the returns and provide the necessary services pertaining to the election to be held Tuesday, November 5, 2024, for the purpose of electing one Member of the City Council in District 2 and one Member of the City Council in District 4, a City Clerk at-large, and a City Treasurer at-large for the full term of four years.

The San Bernardino County Registrar of Voters provided a Statement of Certification of Election results of the 2024 Statewide General Election, showing the total number of votes cast in San Bernardino County and that the totals as shown are full, true and correct.

ALTERNATIVES:

Not Applicable

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:

Jeanne Donaldson, City Clerk

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:
Altheresa Rothschild, Assistant City Clerk

Fiscal Impact

Discussion:

Certification of Election Results will not have an impact on the City of Redlands General Fund.

Attachments

Resolution No. 8638 Election Results

Exhibit A - Certified Election Results

RESOLUTION NO. 8638

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2024, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a general municipal election was held and conducted in the City of Redlands on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form, and manner as provided by law; that voting precincts were properly established; that election officers were appointed; and that in all respects the election was held and conducted and the votes were cast, received, and canvassed, and the returns made and declared in time, form and manner as required by the provisions of the California Elections Code for the holding of elections in general law cities; and

WHEREAS, pursuant to City Council action approved on June 18, 2024, the County Registrar of Voters canvassed the returns of the election and has certified the results to this City Council; said results are received, attached and made a part hereof as Exhibit "A."

NOW, THEREFORE, the City Council of the City of Redlands does resolve, declare, determine and order as follows:

Section 1. That the names of persons voted for at the election for Member of the City Council, were as follows:

DISTRICT 2:

- EDDIE TEJEDA
- JENNIFER MARAVILLAS

DISTRICT 4:

- JENNA GUZMAN-LOWERY
- JESUS CISNEROS
- MARC R. SHAW

That the names of the persons voted for at the election for City Clerk were as follows:

- JEANNE DONALDSON

That the names of the persons voted for at the election for City Treasurer were as follows:

- PHILLIP DOOLITTLE
- JOHN PAUL MAIER

Section 2. That the number of votes given at each precinct and the number of votes given in the City to each of the persons named above for the respective office for which the persons were candidates are as listed in Exhibit "A" attached hereto.

Section 3. That the City Council of the City of Redlands does hereby declare and determine that:

EDDIE TEJEDA was elected as a Member of the City Council, District 2, for the full term of four years;

MARC R. SHAW was elected as a Member of the City Council, District 4, for the full term of four years;

JEANNE DONALDSON was elected as City Clerk for the full term of four years;

PHILLIP DOOLITTLE was elected as City Treasurer for the full term of four years;

Section 4. The City Clerk shall enter on the records of the City Council of the City of Redlands a statement of the results of the election showing the whole number of votes cast in the City; the names of the persons voted for; for what office each person was voted for; the number of votes given at each precinct to each person, and the total number of votes given to each person.

Section 5. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk; and each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

ADOPTED, SIGNED AND APPROVED this 17th day of December, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution No. 8638 was duly adopted by the City Council at a regular meeting thereof held on the 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”
CERTIFIED RESULTS

777 East Rialto Avenue, San Bernardino, CA 92415 | Phone: 909.387.8300 Fax: 909.387.2022
www.SBCounty.gov

SAN BERNARDINO COUNTY

Registrar of Voters

Stephenie Shea
Registrar of Voters

CERTIFICATION OF REGISTRAR OF VOTERS OF THE RESULTS OF THE CANVASS OF THE NOVEMBER 5, 2024, GENERAL ELECTION

STATE OF CALIFORNIA)
) ss.
SAN BERNARDINO COUNTY)

I, Stephenie Shea, Registrar of Voters of San Bernardino County, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Certified Election Results to which this certificate is attached is full, true and correct.

I hereby set my hand and official seal this 3rd day of December, 2024, at San Bernardino County.

Stephenie Shea
Registrar of Voters
San Bernardino County
State of California

BOARD OF SUPERVISORS
Col. Paul Cook (Ret.) Vice Chairman, First District
Jesse Armendarez Second District
Dawn Rowe Chair, Third District
Curt Hagman Fourth District
Joe Baca, Jr. Fifth District
Luther Snoke Chief Executive Officer

Final Certified Election Results

Next Update: Final Posting

ELECTION CONTESTS MENU

FILTER CONTESTS

Final Certified Election Results

Election Summary Report
San Bernardino County
General Election
November 5, 2024
Summary #26

City of Redlands Member, City Council District 2 (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Times Cast	4,002	0	1,015	127	5,144 / 8,414	61.14%
Undervotes	413	0	143	31	587	
Overvotes	2	0	0	1	3	

Candidate	Party	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
EDDIE TEJEDA		2,048	0	549	64	2,661	58.43%
JENNIFER MARAVILLAS		1,539	0	323	31	1,893	41.57%
Total Votes		3,587	0	872	95	4,554	

		Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

City of Redlands Member, City Council District 4 (Vote for 1)

Precincts Reported: 21 of 21 (100.00%)

	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Times Cast	6,235	0	1,131	101	7,467 / 9,710	76.90%
Undervotes	635	0	146	26	807	
Overvotes	3	0	0	0	3	

Candidate	Party	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
JENNA GUZMAN-LOWERY		2,335	0	306	32	2,673	40.15%
JESUS CISNEROS		752	0	174	11	937	14.08%
MARC R. SHAW		2,510	0	505	32	3,047	45.77%
Total Votes		5,597	0	985	75	6,657	

		Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

City of Redlands City Clerk (Vote for 1)

Precincts Reported: 95 of 95 (100.00%)

	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Times Cast	29,138	7	5,430	635	35,210 / 47,196	74.60%
Undervotes	7,280	3	1,620	189	9,092	
Overvotes	4	0	0	1	5	

Candidate	Party	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
JEANNE DONALDSON		21,854	4	3,810	445	26,113	100.00%
Total Votes		21,854	4	3,810	445	26,113	

		Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

City of Redlands City Treasurer (Vote for 1)

Precincts Reported: 95 of 95 (100.00%)

	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Times Cast	29,138	7	5,430	635	35,210 / 47,196	74.60%
Undervotes	6,129	1	1,375	187	7,692	
Overvotes	13	0	4	1	18	

Candidate	Party	Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
PHILLIP DOOLITTLE		16,007	4	2,461	298	18,770	68.25%
JOHN PAUL MAIER		6,989	2	1,590	149	8,730	31.75%
Total Votes		22,996	6	4,051	447	27,500	

		Mail Ballot	Designated Mail Ballot	Polling Place	Provisional	Total	
Unresolved Write-In		0	0	0	0	0	

SAN BERNARDINO COUNTY
Registrar of Voters
777 East Rialto Avenue
San Bernardino, CA 92415-0770
Tel 1-800-881-VOTE • (909) 387-8300

City Council Meeting **H. 3.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to Resolution No. 8508 establishing the process for the selection of the Mayor and Mayor Pro Tempore and their respective terms of office and repealing Resolution No. 8414 (Mayor Tejeda)

MOTION:

Should the City Council concur with Mayor Tejeda's recommendation, the following motion is provided.

I move to adopt Resolution No. 8508.

DISCUSSION:

At the request of Mayor Tejeda this item has been added to the agenda to allow City Council discussion relating to the process for the selection of the Mayor and Mayor Pro Tempore and their respective terms of office. Resolution No. 8508 restores the process for selecting the Mayor and Mayor Pro Tempore to a nomination selection process.

SUBMITTED BY:
Mayor Eddie Tejeda

Attachments

Resolution No. 8414
Resolution No. 8508

RESOLUTION NO. 8414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING THE PROCESS FOR THE SELECTION OF THE MAYOR AND MAYOR PRO TEMPORE AND THEIR RESPECTIVE TERMS OF OFFICE

WHEREAS, Section 2.02.020 of the Redlands Municipal Code, titled "Selection of Mayor and Mayor Pro Tempore; Terms of Office," presently establishes a process whereby the City's Mayor and Mayor Pro Tempore are selected, individually, by their colleagues of the City Council for a two-year term; and

WHEREAS, the process for the selection of Mayor and Mayor Pro Tempore has been codified in the Redlands Municipal Code, without substantive change for more than 35 years, since 1985 and, in uncodified ordinance form, without substantive change, since 1955; and

WHEREAS, this Resolution relating to the selection of the Mayor and Mayor Pro Tempore is the first substantive governmental business action taken by the City Council during this century when the residents of Redlands are fully represented by their respective selection of five individuals, from five council member districts; and

WHEREAS, because this is a historic time for Redlands and its City Council, this City Council believes the first action taken by the City Council should be one of unanimity, reflecting the Council members acting as a whole without regard to the districts they were selected from; and one of vision, choosing its leadership not only now for the following year, but also for, the next four years for continuity and good government purposes; and

WHEREAS, the process established by this Resolution is transparent, open, and performed in a manner which avoids randomness or adherence to numbers or labels, and instead provides certainty; and

WHEREAS, the process established by this Resolution ensures that each City Council member voting on this Resolution who has not yet had an opportunity to serve as the Mayor of Redlands is given that opportunity; and

WHEREAS, the process established by this Resolution recognizes the natural hierarchal ascension of officers in governmental and non-governmental organizations, and private business entities; and further takes advantage of Council member wisdom gained through experience in the ascension to the role of Mayor; and

WHEREAS, this City Council has decided to change the process for the selection of the Mayor and Mayor Pro Tempore and will hold a first reading of, and introduce, Ordinance No. 2953 to amend section 2.02.020 of the Redlands Municipal Code relating to such process for purposes of efficiency, and to promulgate good government practices as stated herein;

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

Section 1. The Mayor and Mayor Pro Tempore shall be chosen by the City Council December of each even-numbered year upon the affirmative vote of the majority of the total membership of the City Council. The Mayor and Mayor Pro Tempore serve at the pleasure of the City Council.

Section 2. At its regular meeting in December 2024, the selection of a Mayor and Mayor Pro Tempore shall be determined by seniority based on a Council Member's continuous length of service on the City Council without having served as Mayor. The Council Member with the longest continuous service on the City Council without having served as Mayor shall be appointed to serve as Mayor. The Council Member with the second longest continuous length of service on the City Council without having served as Mayor shall be appointed to serve as Mayor Pro Tempore. In the event two or more Council Members have equal seniority based upon their continuous length of service on the City Council without having served as Mayor, the Council Member with the higher vote count in his or her most recent election is considered to have higher seniority and shall be selected Mayor. The Council Member with the second highest vote count in his or her most recent election is considered to have the second highest seniority and shall be selected Mayor Pro Tempore.

Section 3. At its regular meeting in December 2026, the current Mayor Pro Tempore shall automatically succeed to the position of Mayor. The Council Member with the next longest continuous service on the City Council who has not yet served as Mayor shall be selected as Mayor Pro Tempore. Council Members having equal seniority shall be selected in the same manner as set forth in Section 2.

Section 4. The Mayor and Mayor Pro Tempore shall hold office from the date of their selection, until their identified successors take office or their successors are chosen. In the event a Council Member resigns from the position of Mayor or resigns from the City Council, the Mayor Pro Tempore shall automatically succeed to the position of Mayor. In the event a Council Member resigns from the position of Mayor Pro Tempore or resigns from the City Council, the position of Mayor Pro Tempore shall be filled in the same manner as set forth in Section 2.

Section 5. A Council Member may decline the position of Mayor or Mayor Pro Tempore. In that event, priority shall be given to the next most senior Council Member based on his or her length of service on the City Council without having served as Mayor.

Section 6. In the event that application of these rules would result in no Council Member being eligible to fill either the Mayor or Mayor Pro Tempore position, then the City Council may vote to appoint any one of its members to serve.

Section 7. This Resolution shall take effect on the effective date of City of Redlands Ordinance No. 2953.

ADOPTED, SIGNED AND APPROVED this 20th day of December, 2022.

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 20th day of December, 2022, by the following vote:

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

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8508

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING THE PROCESS FOR THE SELECTION OF THE MAYOR AND MAYOR PRO TEMPORE AND THEIR RESPECTIVE TERMS OF OFFICE AND REPEALING RESOLUTION NO. 8414

WHEREAS, on December 20, 2022, the City Council discussed potential changes to the selection process by which the council selects the Mayor and Mayor Pro Tempore; and

WHEREAS on January 17, 2023, the City Council adopted Ordinance No. 2953 amending Chapter 2.02 of the Redlands Municipal Code and Resolution 8414 amending the procedure for selecting the Mayor and the Mayor Pro Tempore; and

WHEREAS, Resolution No. 8414 amended the process by which the City Council selects the next Mayor and Mayor Pro Tempore and introduced a seniority-based rotation for these positions; and

WHEREAS, it is the desire of the City Council to repeal Resolution No. 8414 and to adopt Resolution No. 8508 to restore the language and the process that existed in former Chapter 2.02 describing the Mayor and Mayor Pro Tempore Selection Process to that which existed previously; and

WHEREAS, the adoption of Resolution No. 8508 restores the process for selecting the Mayor and Mayor Pro Tempore to a nomination selection process.

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

Section 1. Pursuant to Government Code Section 36801, the City Council shall meet after each general municipal election and choose one of its members as Mayor, and one of its members as Mayor Pro Tempore by way of council member nomination. The terms of office of the Mayor and Mayor Pro Tempore shall be for (2) years, except as provided in Section 2, and Section 3.

Section 2. In the event of the terms of the Council member are shortened or extended, as a result of any change in the election date for City Council members, the terms of the Mayor and Mayor Pro Tempore shall be correspondingly shortened or, in the case of an extension of the Council members' terms, the City Council shall meet and select one of its members to serve as Mayor and one of its members as Mayor Pro Tempore for the period of time the Council members' terms are extended until the next municipal election.

Section 3. The Mayor and Mayor Pro Tempore shall hold office, at the pleasure of the City Council, from the date of their selection and until their successors are chosen.

Section 4. The City Council hereby repeals Resolution No. 8414.

Section 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 17th day of December, 2024.

_____

, 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 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **K. 1.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes December 3, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the meeting minutes of December 3, 2024.

Attachments

Regular meeting minutes of December 3, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on December 3, 2024 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mario Saucedo, Council Member

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

Mayor Tejeda called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. Council Member Davis announced that due to property ownership within 500 feet of the Grove School, she recused herself from Closed Session Item C-4 related to property negotiations with the Redlands Unified School District regarding Grove School. The Mayor 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. Harper v. City of Redlands, et al. , U.S. District Court Central District of California , Case No. 5:23-cv-00695-SSS-KKy

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

Property:	APNs: 0173-231-23-0000 and 0173-231-26-0000 (England Grove)
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager

Negotiating Party:	Johanna Crooker, ACIP Director of Forward Planning - Entitlements, Southern California; Meritage Homes of California, Inc.
Under Negotiation:	Terms of payment and price of possible land purchase by City.

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

Property:	APN: 0171-191-30-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Steve Stockton, President, Redlands Historical Museum Association
Under Negotiation:	Terms of possible lease with City.

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:	Jason Hill, Deputy Superintendent, Business Services/CBO; Redlands Unified School District
Under Negotiation:	Terms of possible property transfer to Redlands Unified School District.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:14 P.M. with an invocation by Council Member Davis followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

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

PRESENTATIONS

Holiday Performance

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

City's 2024 Holiday Video

Mayor Tejeda presented the City's 2024 Holiday video wishing the community a wonderful holiday season. The Mayor thanked Multimedia Production Coordinator, Cheryl Williams, and volunteer Kam Kalanui, for their outstanding production work.

Donation to Animal Shelter

Mayor Pro Tem Barich introduced Tom Bell, from Tom Bell Chevrolet, who donated a $25,000 check to Animal Services Supervisor Jodi Kroeger and the Animal Shelter.

PUBLIC COMMENT

Acknowledging Council Member Guzman-Lowery - Chamber of Commerce Executive Director Evan Sanford expressed his gratitude for the dedication, insight, and thoughtful approach of Council Member Guzman-Lowery as she served the City over the last four years.

Various Musings - Dennis Bell thought the Christmas decorations did not live up to his expectations, considering the City recently approved the contract for $180,000. He suggested the Fire Department follow the direction of the Corona Fire Department and consider adding portable mobile blood bank kits to their emergency vehicles.

Respect for All - Anthony Dobbs voiced frustration with those that choose to speak showing little respect for others and, in particular, showing disrespect towards women. All voices should be provided the utmost respect.

Appreciation of Renaming Public Facilities - Ediberto Flores, of the Northside Impact Committee, sincerely thanked Mayor Tejeda and the City for renaming the Community Senior Center in honor of him and his dear wife, Gloria Flores, who recently passed. He personally was grateful to Mayor Tejeda and his work towards unifying the north and south sides of Redlands through the renaming of other facilities, including the Community Center in honor of Joe Gonzales, the dining room of the Community Senior Center in honor of Mary Reyes Sanchez, and the Community Park in honor of Norman N. Martinez and Oddie J. Martinez.

A City's Vision - Stephen Rogers cited the quote that can be found at the Prosellis of the Redlands Bowl, "Without Vision a People Perish", and he urged the Council to take notice because, in his opinion, the City lacked the necessary vision to thrive.

CONSENT CALENDAR

Minutes

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the regular meeting minutes of November 19, 2024.

Vote: 5 - 0 Passed

Local Appointments List for 2025

City Manager Duggan introduced the local appointments list for calendar year 2025 and discussed the need for the City to comply with Government Code Section 54972 and 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. Council Member Saucedo raised questions about the terms of each commission and committee member, consideration of term limits, and the process for removing a commissioner or committee member. Council Members directed the City Manager to review the language that governs the terms of service for all commissions and committees, including the Planning Commission, and to report back to the Council at a future meeting.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Local Appointments List for 2025 of all regular and ongoing commissions and boards of the City of Redlands as required by Government Code Section 54972.

Vote: 5 - 0 Passed

Resolution No. 8642 Surplus Lands Annual Report

Assistant City Manager Boatman summarized Resolution No. 8642 to receive an annual report of City of Redlands surplus lands. On January 1, 2020, new laws require the City to annually report on surplus land held by the City. The intent of this legislation is to improve the process for providing notice of surplus land to facilitate the development of affordable housing around the State. The new law requires that any land “not necessary for the agency’s use” be declared surplus. Prior to the disposition of the land, “Agency’s use” is defined in the new law as land that is used or planned to be used for the agency’s work or operations, such as a water treatment plant, park, detention basin, or other agency use. The state law definition of “Agency use” expressly excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process under the new law. As public comment, Stephen Rogers expressed confusion with the list and the way in which it was presented, adding that the list identified properties that are not considered surplus.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Resolution No.8642 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

Second Amendment Field Survey / Mapping / Improvement Plan Review Services

Development Services Director Desatnik stated the Second Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc., was a simple amendment to an existing contract to increase the Agreement by $50,000 to an aggregate amount not-to-exceed $125,000 to allow for the continued performance of professional services for field survey and survey mapping/improvement plan review services for the City. As public comment Stephen Rogers complained that CASC, as a consultant, had been doing work for the City longer than any employee he could think of, and he was concerned that the contract was being managed by the Development Services Department and not Municipal Utilities and Engineering.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the agreement 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 Second Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. increasing the aggregate amount of the Agreement to $125,000 to allow for the continued performance of professional services for field survey and survey mapping/improvement plan review services.

Vote: 5 - 0 Passed

Resolution No. 8648 One-year Time Extension CRA No. 949

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8648 authorizing a one-year Extension of Time to the expiration date of Commission Review & Approval No. 949 for the construction of a 48,079 square-foot light industrial building with ancillary office space on a 2.56-acre parcel located at the northeast corner of New Jersey Street and West Park Avenue (APN: 0292-153-20-0000) in the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan.

Vote: 5 - 0 Passed

Reject Bids Fire Department Hazardous Waste Collection Site Metal Canopy

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously rejected, by roll call vote, all bids received for the Redlands Fire Department Household Hazardous Waste Collection Site Metal Canopy. Funding for this project was to be provided by a grant from CalRecycle in the amount of $244,500. The bids received exceeded the available budget and construction cost estimate for the project and no additional funding has been allocated for this project.

Vote: 5 - 0 Passed

Reject Bids Joslyn Senior Center HVAC/Roofing Project

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously rejected, by roll call vote, all bids received for the Joslyn Senior Center HVAC and Roofing project. The bids received exceeded the available budget and construction cost estimate for the project.

Vote: 5 - 0 Passed

Emergency Management Comprehensive Training Agreement

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Professional Services Agreement with Jacob Green & Associates, Inc in the amount of $71,950 for the development and implementation of an Emergency Management Comprehensive Training and Exercise program.

Vote: 5 - 0 Passed

Annual Payment Police Department Computer Aided Dispatch/Records Management

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the annual maintenance payment to Motorola Solutions, Inc. in the amount of $110,887.77 for the Police Department's Spillman Computer Aided Dispatch/Records Management System.

Vote: 5 - 0 Passed

Cooperative Agreement with SBMWD Regional Biosolids Program Feasibility Study

Municipal Utilities and Engineering Director Harris explained the City's Wastewater Treatment Plant (WWTP) operates three primary anaerobic digesters and one secondary digester. These digesters treat and stabilize sludge, which is a byproduct of the wastewater treatment process. The digesters function in the absence of oxygen and use bacteria to break down organic matter in the sludge. The City currently contracts with Synagro-WWT, Inc. to haul and dispose of approximately 5,000 tons of Class B biosolids each year to composting facilities. Regulatory agency requirements related to biosolids land application, as well as the City's reliance on hauling and disposal contractors, have driven the WWTP staff to explore more resilient and sustainable strategies for long-term biosolids management.

Over the past several months, representatives from several Southern California wastewater treatment agencies have collaborated to develop a Regional Biosolids Program Feasibility Study scope of work to identify and evaluate potential regional solutions for biosolids management. The draft agreement for participation in this project is still under development and will be subject to review by the City’s legal team prior to finalization. Council Member Saucedo pointed out how important it was to maintain the City's infrastructure, including the WWTP.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of a Cooperative Agreement is exempt from environmental review pursuant to Section 15378 of the State's guidelines implementing the California Environmental Quality Act, approved the Cooperative Agreement with San Bernardino Municipal Water Department and partnering agencies for the development of a Regional Biosolids Program Feasibility Study for an amount not-to-exceed $50,000; and designated the City Manager or his designee as the City's representative.

Vote: 5 - 0 Passed

Watershed Sanitary Survey 5-Year Updates Agreement

Municipal Utilities and Engineering Director Harris described a Professional Services Agreement with Leslie Palencia, doing business as Palencia Consulting Engineers, for an amount not-to-exceed $79,280 to prepare Watershed Sanitary Survey 5-Year Updates. The City owns and operates two conventional surface water treatment plants (SWTP) that are regulated by the State Water Resources Control Board Division of Drinking Water (DDW), which requires a watershed sanitary conditions evaluation and summary report of findings every five years. These engineering reports are used by regulators and staff to ensure treatment processes align with current water quality monitoring, and watershed control practices and activities. Council Member Saucedo stressed the value of these summary reports and asked for a status update of the Highline Replacement Project. Director Harris stated that he would have more information regarding the project at the next Council meeting.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with Leslie Palencia, doing business as Palencia Consulting Engineers, 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 Professional Services Agreement with Palencia Consulting Engineers for an amount not-to-exceed $79,280 to prepare Watershed Sanitary Survey 5-Year Updates.

Vote: 5 - 0 Passed

Resolution No. 8640 DOJ Tobacco Grant FY 2024-25

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Resolution No. 8640 authorizing the Redlands Police Department's participation in the Tobacco Grant Program funded by the California Department of Justice; and approved the appropriation of the grant of $43,148.00 to the Police Department.

Vote: 5 - 0 Passed

MOU Inland Regional Narcotics Enforcement

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Memorandum of Understanding with the Inland Regional Narcotics Enforcement Team; and authorized the Chief of Police to execute the Memorandum of Understanding.

Vote: 5 - 0 Passed

Facility Request Form Police Department Training

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the submission of a Facility Request Form to the University of Redlands for use of its facilities January 1, 2025 through December 31, 2026 for the Redlands Police Department to conduct training, testing, and presentations; and authorized the Chief of Police, or her designee, to execute the facility use request form and other related facility use documents for Redlands Police Department to conduct training, presentations, and testing from January 1, 2025 through December 31, 2026 at the University of Redlands.

Vote: 5 - 0 Passed

COMMUNICATIONS

Recognition of Council Member Jenna Guzman-Lowery

Council Member Davis requested Matt Swenson, President of the Redlands Professional Firefighters Association, along with other RPFA members to assist in presenting Council Member Guzman-Lowery with a beautiful floral arrangement. They offered their thanks and appreciation for her vision, heart, and selfless service. On behalf of the State Senate, Maria Brunner, Field Representative of the Office of Senator Eloise Gomez Reyes, presented a Certificate of Recognition to Ms. Guzman-Lowery for her noteworthy leadership.

As public comment, Germaine Miles, Valerie Taber, Roux Whitmore, Janelle Martin of Stronger Together Now, Michael Paisner, Jennifer Maravillas, Jennifer Kim, Kathy Sadanala, Dominique Swanson, Amy Hudec, Sam Trad, Alex Beltran, Stephen Rogers and Karen Brandon conveyed their deep appreciation of the commitment and dedication and service of Jenna Guzman-Lowery. The consistent message throughout each of the eloquent speeches included an outpouring of love and respect and praise for the Council Member. She was seen as a valued leader who was honest and caring and passionate throughout all her work.

For her dedication and service as a Member of the City Council, Jenna Guzman-Lowery received accolades from each of her fellow Council Members, and Ms. Guzman-Lowery was presented with a fine plaque honoring her time with the City. She thanked her colleagues and all those with whom she has worked. She praised City staff for their many contributions and expressed sincere gratitude to everyone who participated in her final Council meeting.

PUBLIC HEARINGS

"Tennessee Village" Project Development Applications

Mayor Tejeda declared the meeting open as a public hearing and called on Principal Planner Sean Reilly for a presentation of Resolution No. 8641 related to the development applications for the proposed "Tennessee Village" project located on vacant land consisting of 13.48-acre site located on the east side of Tennessee Street approximately 600 feet north of West Lugonia Avenue within the Special Development (EV/SD) District of the East Valley Corridor Specific Plan (APN: 0167-171-15-0000).

The Planning Commission voted 6-0 to adopt Resolution No. 1688 recommending approval of the project entitlements and the Density Bonus Agreement to the City Council. The Commission discussed site design, the density bonus, requirements for the project to provide electric vehicle charging and the timing of project phasing and were supportive of the project and its design. They suggested possible improvements related to service for electric vehicles and electric appliance service for residential units. The Applicant agreed to a condition of approval requiring all garage parking spaces to be EV charger ready, which exceeds the typical building code standards. This condition of approval includes nine additional spaces (a total of 178) that are all located within garage spaces where they are the most beneficial to the residents.

The project proposal provides for ten buildings, which includes a mix of residential and commercial uses, with 460 residential units and approximately 18,000 square feet of commercial space. The mixed-use buildings are adjacent to Tennessee St. and include commercial space on the first floor, with the residential units above, and six live/work lofts. Commercial uses within the project are located near the southwestern corner of the project site. The remainder of the buildings within the project are residential apartments only.

Representing the project owner, Lugonia Park Associates, LLC, Matt Jordan and Nolan Leggio offered background on the developer with local roots, and they provided a more detailed look at the project amenities including, a resort style pool/spa, clubhouse/fitness center, theater and a rooftop deck.

As public comment, Stephen Rogers questioned the decision to remove this site from the EVC Specific Plan and not establish a new specific plan for the project, as has been done for nearby project sites. He said traffic will most definitely be an issue in the future, and he thought a full EIR should be conducted. Bobby Garrity requested the Council approve the project because the City was in a housing shortage and, in particular, an affordable housing shortage, and he urged the Council to push for policy reforms to allow for increased density that does not inhibit development. Tessa Richard, of Redlands YIMBY, fully supported the project because of the City's need for more housing. Michael Paisner warned the Council to be diligent when reviewing development projects, and to demand more from developers, by demanding the best for Redlands as a community. Andy Hoder wondered what affordable housing would actually look like, and he was worried that once the development was completed, the roads would be unable to handle the flow of traffic.

One written letter was received from Marjan Abubo, of Lozeau Drury LLP, on behalf of Supporters of Alliance for Environmental Responsibility (SAFER), who urged the Council to conduct a full EIR because they claim there is substantial evidence that the project may have significant impacts on biological resources, energy and greenhouse impacts and on human

health that have not been mitigated.

Mayor Tejeda closed the public hearing. Council Members were pleased the developer was willing to address the needs of the City and add an affordable housing element to the project. The renderings were beautifully done, and the Council appreciated the robust outreach efforts with stakeholders and appreciated that no subsidies were requested. Mayor Tejeda raised concerns about traffic and pointed out there was already congestion in this area. He asked if the roads would accommodate an increase in cars and trucks.

Regarding traffic analysis, Development Services Director Desatnik explained that under CEQA, studies were based on vehicle miles traveled, which is how many miles per capita that the project generates. The General Plan provides direction and includes for the study of determining whether the project itself degrades the level of service in the surrounding intersections and if there is no degradation, the City can't require a specific project to take on the burden of upgrading full traffic signals or any other major roadway improvements. It is the City's responsibility and traffic impact fees are charged in order to allow for the City to make regional improvements.

On motion of Mayor Pro Tempore Paul Barich, seconded by Mayor Eddie Tejeda, the City Council unanimously adopted, by roll call vote, Resolution No. 8641, approving the Tennessee Village Mixed Use Project. Approvals included: 1) Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the project; 2) Socio-Economic Cost/Benefit Study prepared for the proposed project as required by Measure U; 3) Amendment No. 50 to Specific Plan 40 to remove the project site consisting of 13.48 acres from the boundaries of SP 40 area; 4) Zone Change No. 477 to change the zoning designation to General Commercial (C-3) District; 5) Tentative Parcel Map No. 20688 to subdivide the entire project site into four parcels; 6) Conditional Use Permit No. 1173 to construct a mixed-use project consisting of 460 apartments and approximately 18,000 square feet of commercial space on a vacant 13.48-acre site; 7) Commission Review and Approval No. 956 for site plan approval and architectural design review; 8) Density Bonus Agreement with Declaration of Affordable Housing Covenants and Restrictions to approve a Density Bonus Agreement which sets forth the terms and conditions to allow the Density Bonus Units and increased density for the project, the concessions and waivers that the developer is entitled to pursuant to State law, and affordability covenants to ensure the affordability of twenty (20) apartment units for Very Low Income households.

Vote: 5 - 0 Passed

NEW BUSINESS

Aerial Mapping Land Surveying Services

Facilities and Community Services Director Crocker summarized the Agreement with Schmidt Geomatic Mapping, Inc. to provide aerial mapping and land surveying services for the California Street Landfill for a potential total amount not-to-exceed $266,976. The Solid Waste Division operates the landfill located on Nevada Street, adjacent to the Santa Ana River wash. The California Street Landfill is required by Federal, State, and County agencies to remain in compliance with regulatory requirements associated with the daily operations, monitoring and adjustments, topographic maps, slope analysis, drainage diagrams, and volumetric calculations of the landfill. This includes regular field mapping and surveying to

ensure an accurate understanding of airspace utilization and to maintain water quality compliance specific to the Santa Ana Regional Water Quality Control Board standards.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved the Agreement with Schmidt Geomatic Mapping, Inc. to provide aerial mapping and land surveying services for the California Street Landfill for a potential total amount not-to-exceed $266,976.

Vote: 5 - 0 Passed

WWTP Secondary Clarifier Rehabilitation Project Services Agreement

Municipal Utilities and Engineering Director Harris introduced the Non-Professional Services Agreement with Clean Infusion LLC for the Wastewater Treatment Plant Secondary Clarifier Rehabilitation Project for an amount not-to-exceed $430,000. The secondary clarifiers were constructed at the WWTP in 1972 to meet new treatment standards mandated by the Clean Water Act. These clarifiers process approximately 1.0-1.5 million gallons of wastewater each day before the treated effluent is discharged to percolation ponds for groundwater recharge. It is now necessary to repair, replace, and upgrade the secondary clarifier components to ensure treatment system reliability.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the Wastewater Treatment Plant Secondary Clarifier Rehabilitation Project is exempt from environmental review in accordance with Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act; and approved the Non-Professional Services Agreement with Clean Infusion LLC for the Wastewater Treatment Plant Secondary Clarifier Rehabilitation Project for an amount not-to-exceed $430,000.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda attended the community celebration commemorating the renaming of three city facilities on November 20, 2024 at the Redlands Community Center.

Mayor Pro Tem Barich was proud to attend a recent gathering at Crafton Hills College to celebrate the unveiling of the Paul and Joann Barich Terrace, as part of the Fire Academy, enjoyed the downtown tree lighting ceremony, the Redlands Police Department's Thanksgiving meal community event, and the Police Department Awards, Promotions and Recognition ceremony. Again, he thanked Jenna Guzman-Lowery for her friendship and service.

Council Member Davis participated in a lively discussion centered around childcare and child care workers hosted by Zocalo Public Square and The James Irvine Foundation held at the County Museum, and attended the Loma Linda Children's Hospital Groundbreaking,

Council Member Guzman-Lowery recognized that this constituted her final moments as a council member, and she expressed her appreciation of her colleagues and offered a huge thank you to staff who consistently showed their kindness, patience, and guidance.

Council Member Saucedo attended the Loma Linda Children's Hospital Groundbreaking, the Redlands Police Department's Thanksgiving meal community event, and enjoyed the Police Department Awards, Promotions and Recognition ceremony held earlier in the day.

ADJOURNMENT

There being no further action required, Council Member Guzman-Lowery adjourned the meeting at 9:13 P.M. The next regular meeting of the City of Redlands City Council will be held on December 17, 2024.

City Council Meeting **K. 2.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendations for the reappointment of Margo Mullen and Edie Punt to serve on the Cultural Arts Commission (Mayor Tejeda)

MOTION:

1. I move to reappoint Margo Mullen to serve a second four-year term on the Cultural Arts Commission ending January 6, 2029.
2. I move to reappoint Edie Punt to serve her first full four-year term on the Cultural Arts Commission ending January 6, 2029.

RECOMMENDATION:

It is recommended by Mayor Tejeda that the City Council consider the reappointment of Margo Mullen and Edie Punt to the Cultural Arts Commission to each serve a four-year term. Pursuant to the Redlands Municipal Code, appointments to this commission are made by the Mayor and approved by the City Council.

DISCUSSION:

Two commissioners on the Cultural Arts Commission have terms ending on January 6, 2025, Margo Mullen and Edie Punt. Both commissioners are seeking reappointment, are eligible for reappointment, and are in good standing with the commission. A public notice was released on October 28, 2024, requesting interested residents to submit an application for the Cultural Arts Commission. In addition, the public notice was concurrently aired on Redlands TV and posted at the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notices. Four new applications were received from the recent posting, and seven from previous postings.

The Cultural Arts Commission consists of seven members as follows:

- Brian Ball
- Rick Cummings
- Dennis Christensen
- Edie Punt
- Daniel Rodriguez
- Daniel Gohman
- Margo Mullen

ALTERNATIVE:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Public Notice
Cultural Arts Applications

City of
REDLANDS
Incorporated 1888
300 E. State St, 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 individuals to apply for a position on the following commission:

CULTURAL ARTS COMMISSION

The Cultural Arts Commission promotes public interest in arts, recommends new arts programs and sources of funding for those programs, assists the City Council by recommending policies to encourage, develop and support the arts in Redlands, and advises the City Council in the administration of the City's "Art in Public Places" program.

The Cultural Arts Commission meets bi-monthly on the second Monday of odd-numbered months at 4:00 p.m. Residents interested in applying for the non-salaried position on this commission may request application forms from 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 18, 2024.

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

10/28/24

Received by the City Manger's Office 11.18.24

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

Cultural Arts Commission

Name Abbie Bosworth

Address [redacted] Redlands, 92374

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

Email [redacted]

Occupation Arts Faculty Idyllwild Arts Academy; CEO Redlands Pottery Community Project

Reasons for desiring to serve – relevant experience and qualifications: I am keen to have a place in the conversation that centers Redlands as a cultural and artistic hub of the Inland Empire and beyond. I firmly believe in the power of the arts to foster strength and well-being in individuals and in communities, not to mention its importance in creating vibrant and desireable urban centers. I have taught theater and creative writing in both San Bernardino and Riverside Counties for 24 years, including for SB and Riverside Arts Councils, Montessori in Redlands, Patton State Hospital, and for the last 10 years as Chair of the Interdisciplinary Arts Department at Idyllwild Arts Academy. I received my MFA from UCR in Creative Writing and Writing for the Performing Arts.

Signature Abbie **Date** 11.18.2024

** 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) Kurt Heidelberg
Deputy District Director Environmental Caltrans
Telephone [redacted]

(2) Danielle Segura
Graduate Student, MS in Counseling. Loma Linda University. Nonprofit leader
Telephone [redacted]

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

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

Address verified - AE

Additional References:

Ryan Bailey

Citrograph Printing Co.

113 E. State Street

Redlands, CA. 92373

[redacted]

Al Hernandez

Citrograph Printing Co.

113 E. State Street

Redlands, CA. 92373

[redacted]

CHRISTINA LONG VAIL

Redlands, CA
([redacted])

SUMMARY

Social impact leader specializing in education, policy analysis, and program development.

SKILLS

- Research design and implementation
- Local, federal, and state policy analysis
- Stakeholder engagement
- Project management
- Program evaluation
- Writing policy memos, briefs, and reports
- Cross-team collaboration
- State and local budget analysis
- External presentations
- Design thinking for social impact
- Multi-faceted, proactive, and action-oriented
- Curriculum development

EXPERIENCE HIGHLIGHTS

UNIVERSITY OF CALIFORNIA, BERKELEY

Remote

Research Associate, Blueprint for Belonging 01/2024 to Current

- Advance the belonging framework across California projects through research support, literature reviews, survey development, and coordination of co-development processes with partners.
- Support and grow partnerships in the Blueprint for Belonging network.

YOUNG INVINCIBLES

Austin, TX

Senior Southern Policy Manager 04/2019 to 08/2022

- Senior Southern Policy Manager (2022), Southern Policy and Advocacy Manager (2021), Southern Program Manager (2019-2020)
- Managed Texas policy and research, bringing forward young adult perspectives on key issues in health care, higher education, and the workforce.
- Led statewide coalition, engaging partners in statewide events and initiatives reaching 200+ key stakeholders. Coalition launched first-ever event series and supported successful initiatives becoming state law.
- RealCollege TX Advisory Council: provided policy guidance to Texas higher education researchers.
- Primary liaison to public officials, state offices, coalitions, and higher education organizations.
- Collaborated with Comms team to drive engagement. Texas social media events reached 4 million+ views.

THE URBAN LEADERS FELLOWSHIP

TX

Regional Director- Contract Role 02/2018 to 09/2018

- Led partnerships and funding to support summer policy fellowship; brought region to financial sustainability. Worked alongside elected District Trustee to design policy projects.
- Former Policy Fellow (2016) researching district mental health policy alongside District Trustee.

NEW ALBANY LOCAL SCHOOLS

New Albany, OH

School Counselor 08/2015 to 07/2016

- Provided academic, personal, and crisis response counseling services for 6th-8th grade students.

OHIO STATE UNIVERSITY, DIVERSITY & INCLUSION

Columbus, OH

Study Skills Specialist and Instructor 08/2013 to 05/2015

- Co-taught First Year Student Success Course with focus on study strategies and served as direct study skills advising support to 100+ scholars.
- Facilitated time management workshops for OSU First Year Success Series.

I KNOW I CAN

Columbus, OH

Ohio College Advisor, AmeriCorps 08/2011 to 06/2013

- Led college-advising software implementation across six Columbus City schools, teaching 2,000+ students and preparing school faculty in software.
- Selected for the Ohio College Access Network Chenelle Leadership Class, a statewide leadership program for rising college access leaders.

EDUCATION

MASTER OF ARTS: POLICY, ORGANIZATIONS, AND LEADERSHIP 08/2017
Stanford University

- Program Evaluation, Strategic Philanthropy, Nonprofit Management
- Graduate School of Business: Certificate in Entrepreneurship

MASTER OF ARTS: COUNSELOR EDUCATION - SCHOOL COUNSELING 05/2015
The Ohio State University

- Executive Board, Counselor Honor Society

BACHELOR OF ARTS: POLITICAL SCIENCE, MINOR IN PUBLIC AFFAIRS 03/2010
University of California, Los Angeles

- Center for American Politics and Public Policy - Quarter in Washington, D.C.

PASSIONS

- Dancing, singing, and acting. Former performer in 30+ shows.
- Graduate of the Orange County School of the Arts in Santa Ana, CA.

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

JUN 10 2024
Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Diana McLaughlin

Address [redacted]

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

Email [redacted]

Occupation Retired teacher

Reasons for desiring to serve – relevant experience and qualifications:

I am active in the local art community: I have served on the Redlands Art Association Board, The Redlands Community Hospital Art Committee, was the featured artist for Redlands Festival of Arts. I have also participated in many art shows in the area and have art in public and private collections. My oil paintings have won best in show twice at the Redlands Art Association. I have taken classes from Art Center in Pasadena UC Riverside.

Signature Diana H. McLaughlin **Date** 6/10/24

** 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) Char Burgess

Telephone [redacted]

(2) Ann McMahon

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 (te)

Received by the City
Manger's Office 11.18.24

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

Cultural Arts Commission

Name Germaine Miles

Address [redacted]

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

Email [redacted]

Occupation _____

Reasons for desiring to serve – relevant experience and qualifications:

I am a 26 year resident of Redlands. I have a bachelors degree in music and have been an art & music lover my entire life. I would love to be a part of increasing art & the culture of all arts to our residents as I see this as invaluable to the community. In addition to my degree, I spent 45 years with AAA, with over 40 years in leadership roles. I believe my background as well as leadership experience would be of benefit to the city.

Signature _____ **Date** _____

**** 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) Sean Rooks

[redacted]

Telephone [redacted]

(2) Erica Horan

[redacted]

Telephone [redacted]

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

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

Address Verified - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

JAN 16 2024

Cultural Arts Commission

Received

Name Jessica L Luck

Address [redacted] Redlands 92374

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

Email [redacted]

Occupation University Professor and Department Chair

Reasons for desiring to serve – relevant experience and qualifications:

I have always loved the quote carved into the Redlands Bowl Amphitheatre, "Without Vision, A People Perish," which reflects our city's commitment to celebrating and foregrounding music, theater, and the arts—not just for the privileged, but for all our citizens. I have long been a patron of the arts in our community and around the world. I have traveled extensively and spent last year living in Aix-en-Provence, which has an amazing arts agenda throughout the year. I have connections to the arts communities at CSUSB (where I am a professor of literature), University of Redlands, and Crafton Hills. I am excited to use these experiences to collaborate and contribute to the work of this commission to support and enhance our city's vital commitment to the arts.

Signature Jessica L Luck **Date** 1/20/24

**** 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) Jeffrey Rickard

[redacted]

Redlands, CA 92373

Telephone [redacted]

(2) Sunny Hyon

[redacted]

Redlands, CA 92373

Telephone [redacted]

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

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✓address Verified (1c)

RECEIVED
JUN 10 2024
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

CULTURAL ARTS COMMISSION

Name JOANNE K. CURRY

Address [redacted] RDLS 92373

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

Email [redacted]@GMAIL.COM

Occupation ART SPECIALIST TEACHER

Reasons for desiring to serve – relevant experience and qualifications:

I HAVE BEEN AN ART SPECIALIST TEACHER GR AS-8 FOR 28 YEARS. I WAS A SCENIC ARTIST & SUPERVISOR AT RHS FOR 3 YRS UNDER MARIE GLOTZBACH. I WORKED AS A SCENIC ARTIST AT THE U of R UNDER DAN LORK, CREATING SETS

Signature JOANNE K. CURRY **Date** 6/10/2024 (COVEN)

** 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) DERRICK SCHULTZ
HEAD OF SCHOOL
VALLEY PREPARATORY
Telephon [redacted]

(2) JANICE BOYLE
[redacted]
Telephone

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

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Address verified - AE

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
Cultural Arts

JUN 10 2024

Received

Name Kathleen Gura

Address [redacted]

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

Email [redacted]

Occupation Retired

Reasons for desiring to serve – relevant experience and qualifications:
President of community theater group 1970-75. Director of arts foundation 1976-79.

In Redlands: community chorus, several bowl musicals. Art association (current).

Original appointee of cultural arts commission when it was formed in 1980s.

I'm retired now and looking forward to being involved again.

Signature [signature] **Date** 06/10/2024

**** 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) Nelda Stuck
[redacted]
Redlands
Telephone [redacted]

(2) Dan Rodriguez
[redacted]
Redlands
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 (tc)

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

City Manager's Office

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

JUN 11 2024

Name Keana Suda

Address [redacted], Redlands, CA 92374 Received

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

Email [redacted]

Occupation Teacher

Reasons for desiring to serve – relevant experience and qualifications:

As a public school teacher, I want to use my voice to promote the arts in my community. I look forward to advising City Council on program funding and expanding the arts in Redlands. I love the arts and I love Redlands – I am ready to serve my community!

Signature Keana Suda **Date** 6/8/2024

** 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) Karen Knudson Wilson [redacted]

Telephone [redacted]

(2) Karie Portillo Guerra

Telephone [redacted]

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

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

✓ address verified (AE)

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

JUN – 9 2024

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Laura Pham-Horan

Address [redacted] Redlands CA 92374

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

Email [redacted]

Occupation UCLA PhD Candidate in the Department of Art History

Reasons for desiring to serve – relevant experience and qualifications:

I believe that art can be an important learning tool and catalyst for connection. As a child continued exposure to art helped me to understand different points of view, grasp difficult concepts, and ultimately influenced my career choice. As an adult I view visual media as a community building block. I desire to help facilitate meaningful interactions between our citizens and thought provoking artwork. I am currently completing the last year of my art history PhD program at UCLA. I already hold a BA and master's degree in art history. I have worked at 3 different major museums: the Getty, LACMA, and the Benaki museum.

Signature Laura Horan **Date** 6/9/23

**** 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) Gregory Jones

Advanced Placement High School Art Instructor

Telephone [redacted]

(2) Emily Cornish

Adjunct Professor of Art History and PhD Candidate

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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

Address Verified (tc)

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

City Manager's Office

JAN 17 2024

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Sarahjane Dyanib Randall

Address [redacted] Redlands CA 92374

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

Email [redacted]

Occupation Civil servant @ SB county

Reasons for desiring to serve – relevant experience and qualifications:

Resident for over 20 yrs hoping to enrich the city w/ the arts.. My poetry is in a short film "Masks + Mirrors" by L Akinyi and is in a shadow puppet play "Sumapi" by Nicole Dumaguindin. I have an art piece at Found on Fourth Street at Creative grounds. as well at Body of freedom at the Center for Social Justice & Civil liberties. My experience being part of exhibits has given me insight on how they are coordinated →

Signature Sarah Randall **Date** 1/17/24

**** 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) Laura Lim

[redacted]

Telephon [redacted]

(2) Angela Albay Yerney

[redacted]

Telephone [redacted]

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

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

✓ address verified

CONTACT

[redacted]

SKILLS

- Data Collection
- Event Coordination
- Team Facilitation
- Volunteer Recruitment
- Technology Proficiency
  - Adobe, Arcgis, Canva, Microsoft

AWARDS

- LiveNation: Operations Manager Award (2019)
- National Engaged Leader Award (2017)
- Teens Make a Difference Awards (2013)
- American Museum of Natural History: Young Naturalist Awards (2009)

QR CODE TO PROJECTS

SARAHJANE OYANIB RANDALL

Sustainability Professional

WORK EXPERIENCE

Sustainability & Facilities Fellow @ Citrus College

SEI | Oct 2022 - August 2023

- Implement sustainability policies listed in the Sustainability plan on campus
- Work on sustainability student outreach projects
- Collect & input data into AASHE STARS report

Forestry Assistant

Irland Empire Resource Conservation District | March 2021 - November 2021

- Assisted Forestry Technician on Invasive Shothole Borer Project
- Utilized Arcgis systems to locate possible ISHB trap installation areas
- Utilized ipad to record ISHB presence through visual monitoring at parks
- Installed ISHB traps along Santa Ana Watershed

Guest Services -> Supervisor of Sustainability -> Sustainability Coordinator

LiveNation | March 2016 - May 2022

- Lead Sustainability department at Glen Helen Amphitheater
- Promoted Sustainable policies
- Created Job flyer & interviewed people for Zero Waste Captain

Forestry Corps Member

California Conservation Corps | October 2019 - August 2020

- Achieved Cal Osha S-212 Wildland Fire Chainsaw Training Certification
- Facilitated team projects with project partners such as the Bureau of Land Management, Cal Fire, Caltrans, and the Forest Service
- Worked on Fuel reduction/reforestation projects around Riverside and San Bernardino counties
- Operated/handled tools and equipment (Woodchipper, chainsaw, hand tools)

EDUCATION BACKGROUND

Bachelor of Science, Sustainability Studies

University of California Riverside |
Sept 2014 - Sept 2017

- Accomplished BS in 3 years while being an Intern in the Office of Sustainability & with IHeartMedia, KGGI 99.1

City Council Meeting **K. 3.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendations for the reappointment of Andrew Hoder, and the appointments of Patrick Taylor and Donivan Fox to the Traffic and Parking Commission (Mayor Tejeda and Council Member Saucedo)

MOTION:

1. I move to reappoint Andrew Hoder to serve his first full four-year term on the Traffic and Parking Commission ending December 20, 2028; and
2. I move to appoint Patrick Taylor to serve a four-year term on the Traffic and Parking Commission ending December 20, 2028, and
3. I move to appoint Donivan Fox to serve the remainder of a four-year term on the Traffic and Parking Commission ending December 20, 2025

RECOMMENDATION:

It is recommended by Mayor Tejeda and Council Member Saucedo that the City Council consider these appointments to the Traffic and Parking Commission. Pursuant to the Redlands Municipal Code, appointments to this commission are made by the Mayor and approved by the City Council. However, Mayor Tejeda has expressed his desire to rotate recommendations for commission/board appointments among the City Council Members; therefore, Council Member Saucedo has been delegated authority by Mayor Tejeda to make the recommendation for these appointments.

DISCUSSION:

Traffic and Parking Commissioners Andrew Hoder and Eric Shamp's terms expire on December 20, 2024. Andrew Hoder expressed interest in being reappointed to a full term and Eric Shamp gave notice of his resignation at the end of his term. Commissioner Cassie MacDuff also issued her resignation prior to her term ending December 20, 2025. In October, the City issued a public

notice soliciting applications for the Traffic and Parking Commission. Due to the lack of applications a second public notice was posted in November. The public notices were concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notices. Three new applications were received for consideration. After reviewing all applications, Andrew Hoder is being recommended for reappointment to serve his first full four-year term ending on December 20, 2028 and Patrick Taylor is being recommended to serve a four-year term ending on December 20, 2028 and Donivan Fox is being recommended to serve the remainder of a four year term ending December 20, 2025.

The Traffic and Parking Commission consists of six members as follows:

- Carl Davis
- Kavin Morningstar
- Bill Waddell
- Andrew Hoder (term expires 12.20.24)
- Vacant
- Eric Shamp (term expires 12.20.24)
- Benjamin Daniel Perez (student)

ALTERNATIVE:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias

Attachments

Traffic Notice 10.3.24
Traffic Notice 11.4.24
Traffic & Parking Applications

City of
REDLANDS

Incorporated 1888
35 Cajon Street, 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:

TRAFFIC AND PARKING COMMISSION - The Traffic and Parking Commission carries on educational activities in traffic matters, supervises the preparation and publication of traffic reports, receives complaints relating to traffic matters, and recommends to the City Council ways and means of improving traffic conditions and the administration and enforcement of traffic regulations. This commission also advises the City Council on the development of adequate parking for commercial and retail uses, recommend policies to encourage, develop and support adequate parking within the City, recommend actions for the establishment of long-term parking plans for the City and, in particular, the Downtown Redlands Business Area, and advises the City Council in the administration of resources for the development of parking. The Commission may also assist other advisory groups such as the Planning Commission in matters relating to parking.

The Traffic and Parking Commission meets bi-monthly on the fourth Thursday of odd-numbered months at 6:00 p.m. Residents interested in applying for the non-salaried position on this commission may request application forms from the City Clerk's Office, City Hall, 35 Cajon Street, Suite 4, Phone: 798-7510, or by downloading an application from the City's website at www.cityofredlands.org

Deadline for filing applications is October 24, 2024.

Amy Edwards

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

10/3/24

City of
REDLANDS

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

PUBLIC NOTICE

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Deadline for filing applications is November 18, 2024.

Amy Edwards

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

11/4/24

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

Traffic and Parking Commission

City Manager's Office

OCT 24 2024

Received

Name Donivan Fox

Address [redacted] Redlands, CA 92373

Telephone (Work) (Remote, use cell phone) (Cell / Home) [redacted]

Email [redacted]

Occupation Senior Staff Software Engineer, Dexcom, Inc.

Reasons for desiring to serve – relevant experience and qualifications:

My background in software engineering, team leadership, and project management can make a meaningful impact on our city's transportation infrastructure. Adequate traffic flow and parking are critical to ensuring successful businesses and a vibrant community, and I'm eager to contribute to these efforts in improving Redlands' transportation infrastructure and addressing community needs.

Signature Donivan Fox **Date** 10/24/2024

**** 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) Marjorie Robins

[redacted]

Rancho Mirage, CA 92270

Telephone [redacted]

(2) Donald Burbano

San Francisco, CA 94122

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 (TE)

CITY OF REDLANDS
COMMISSION APPLICATION FORM

RECEIVED
OCT 07 2024
Redlands City Clerk

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

COMMISSION\BOARD APPLIED FOR

TRAFFIC AND PARKING COMMISSION

Name R. Eric Pendery

Address [redacted]

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

Email [redacted]

Occupation Teacher / Retired Police Officer

Reasons for desiring to serve – relevant experience and qualifications:
I am eager to join the Traffic and Parking Commission because i have a strong background in Traffic Management from my 23 Years with the Redlands Police Department, most of which was spent Focused on traffic. With most of my life living in the city, i have developed a deep understanding of Redlands traffic patterns and parking challenges. I believe my historical Knowledge of the city combined with my commitment to improving traffice makes me a good choice

Signature _____ **Date** 10-7-24

**** 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) Jeff Betty
[redacted]
Redlands, Ca 92373
Telephone [redacted]

(2) Mazi Shahabi
[redacted]
Redlands, Ca 92373
Telephone [redacted]

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

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address verified -AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
NOV 12 2024
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Traffic and Parking Commission

Name Patrick E Taylor

Address [redacted]

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

Email [redacted]

Occupation Lawyer/Judge (ret.)

Reasons for desiring to serve – relevant experience and qualifications:

SEE ATTACHED

Signature [signature] **Date** 11-11-2024

** 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) Chief Jim Bueermann (ret.)
[redacted]
Redlands CA 92374
Telephone [redacted]

(2) Dr. Glenn Hayes
[redacted]
Telephone [redacted]

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

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Address Verified - AE

Reasons for desiring to serve – relevant experience and qualifications:

Traffic and parking directly impact the quality of life in our community. Traffic issues, such as congestion, can dramatically affect the wellbeing of citizens, the local economy, and the environment. Similarly, ensuring the safety of our citizens and visitors through appropriate traffic controls and enforcement is paramount. Adequate parking in retail areas such as downtown encourages people to support those establishments leading to a vibrant, thriving, and diverse community. Adequate parking for employees increases the pool of qualified and loyal workers who are necessary to operate these enterprises. Similar issues arise with residential and non-retail businesses. However, space is not unlimited, and neither are resources to develop ideal parking within the city. This requires a thorough understanding of options and a thoughtful balancing of competing interests.

As a trial lawyer in California for 35 years representing and advocating for cities, school districts, corporations, and individuals in civil litigation, I learned the causes and prevention strategies surrounding vehicular operations. This required me to evaluate reports, plans and testimony of hundreds of experts including those in engineering disciplines.

I moved to Wisconsin for eight years where I taught business law at the University of Wisconsin and Franklin University. I was appointed by city council to serve on the Ethics Commission, the Urban Forestry Commission, and the Board of Zoning Appeals. As commissioner, I successfully collaborated with council members, city departments such as city planners, public works, parks and recreation, engineers, and community members.

Twice elected city judge, I worked with various stakeholders such as defendants, victims, police, city prosecutors, school district administrators, county health and human services professionals, city managers and community members to administer both restorative and transformational justice and developed programs to support those goals. These duties required interpretation and application of a multitude of laws including traffic and parking ordinances and state statutes. I resigned these positions when my wife accepted a leadership role at her alma mater, the University of Redlands.

I am particularly drawn to serving on this Commission because thoughtful, data-driven traffic and parking planning combined with community input is essential to maintaining and improving the quality of life in our wonderful city. Our transportation infrastructure must also evolve to accommodate new forms of mobility and meet the needs of all residents. As a lawyer and retired judge my interests, passions, experience, and qualifications are aligned with the mission and responsibilities of the TPC. Motivated by a strong sense of civic duty, I would welcome collaboration with fellow commissioners, council, and community stakeholders to identify traffic and parking issues and study and recommend strategies to the council that enhance the city's livability.

It would be a privilege to lend my experiences, skills and energies to fulfill TPC's mission and purpose. Thank you for your consideration.

City Council Meeting **K. 4.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for reappointment of William Hardy, Jr. to the Library Board of Trustees (Council Member Davis)

MOTION:

I move to reappoint William Hardy Jr. to serve a three-year term on the Library Board of Trustees ending January 1, 2028.

RECOMMENDATION:

It is recommended by Mayor Tejeda and Council Member Davis that the City Council consider this reappointment to the Library Board of Trustees. Pursuant to the Redlands Municipal Code, appointments are made by the Mayor and approved by the City Council. However, Mayor Tejeda has expressed his desire to rotate recommendations for commission/board appointments among the City Council Members; therefore, Council Member Davis has been delegated authority by Mayor Tejeda to make the recommendation for this reappointment.

DISCUSSION:

The term of Library Board Member William Hardy Jr. will expire on January 1, 2025. Board Member Hardy has expressed an interest in reappointment to the Library Board of Trustees. Because Library Board members are governed by the State Education Code and are not subject to the City's two, four-year term limitation as other City commissioners, Board Member Hardy is eligible for reappointment.

A public notice requesting interested residents to submit an application for the Library Board of Trustees was issued in October. In addition, the public notice was concurrently aired on Redlands TV and posted at the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. One application was received in response.

The Library Board of Trustees Commission consists of five members as follows:

- Martin Davis
- Rosa Gomez
- William T. Hardy, Jr. - Term Expires 1.1.25
- William D. Hatfield
- Kate Pretorious

ALTERNATIVE:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Public Notice
Library Board Applications

City of
REDLANDS
Incorporated 1888
300 E. State Street, 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 board:

LIBRARY BOARD OF TRUSTEES

The Board consists of five members, appointed by the Mayor with the consent of the City Council. The trustees hold office for three-year terms. One member of the board is selected as President of the board.

The State Education Code mandates that "the public library shall be managed by a board of library trustees." The Library Board meets on the second Tuesday of each month at 5:00 p.m.

The Board may make and enforce all rules, regulations and bylaws necessary for the administration, government and protection of the library and all property belonging thereto. The Board may administer trusts created for the Library and receive gifts by devise or bequests, hold property in trust in California or elsewhere, and dispose of property for the benefit of the Library. Since 1922, the Trustees have managed an Endowment Fund, income from which supplements and enriches the Library's programs, acquisitions and well-being.

By City Council resolution in 1932 affirming Robert Watchorn's Deed of Gift, the Library Trustees administer the Lincoln Memorial Shrine. In 2001, by City Council resolution, the Trustees also administer the Redlands Municipal Museum.

Residents interested in applying for the non-salaried position on this board 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 18,2024.

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

10/28/24

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

Library Board of Trustees

Name Emily S. Apmadoc

Address [redacted] CA 92373

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

Email [redacted]

Occupation District Elementary Teacher Librarian, Redlands Unified School District

Reasons for desiring to serve – relevant experience and qualifications:

As a librarian, I obviously have a deep love for books, and also for intellectual freedom and access to information for all. Growing up in Redlands, frequent visits to Smiley gave me a deep appreciation for the library and its committment to staying current, as well as to preserving the heritage of our town.The programs and services offered to the community via Library outreach are impressive. i would be honored to be a part of this vibrant library.

Signature Emily S. Apmadoc Digitally signed by Emily S. Apmadoc Date: 2024.11.08 13:18:06 -08'00' **Date** 11/08/24

**** 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) Jean Joye
[redacted]
Redlands, CA 92374
Telephone [redacted]

(2) Kathleen Leiss
[redacted]
Redlands, CA 92373
Telephone [redacted]

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

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

✓ address Verified (AE)

City Council Meeting **K. 5.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the acceptance of a grant award from the County of San Bernardino Office of Homeless Services in the amount of $300,000 from Homeless, Housing, Assistance, and Prevention 4 (HHAP-4) grant for case management at the Project Home Key site; approve the Homeless Resource Services Agreement with Step Up on Second Street, Inc. for case management services at Project Home Key in an amount not-to-exceed $300,000; approve the associated additional appropriation in the amount of $300,000; and determine that the services provided are 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 motions are provided:

1. I move that City Council determine that acceptance of the Homeless, Housing, Assistance, and Prevention 4 (HHAP-4) grant and the award of a Homeless Resource Services Agreement with Step Up on Second Street, Inc. for case management services are exempt from environmental review pursuant to Sections 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act;
2. I move that City Council accept the Homeless, Housing, Assistance, and Prevention 4 (HHAP4) grant in the amount of $300,000 for case management services at the Project Home Key site; and
3. I move that the City Council approve a Homeless Resource Services Agreement for the provision of case management services with Step Up on Second Street, Inc., in an amount not-to-exceed $300,000.
4. I move to approve the additional appropriation in the amount of $300,000 as described in the staff report.

RECOMMENDATION:

Staff recommends City Council approve the acceptance of a grant award from the County of San Bernardino Office of Homeless Services in the amount of $300,000 from Homeless, Housing, Assistance, and Prevention 4 (HHAP-4) grant for case management at the Project Home Key site; approve the Homeless Resource Services Agreement to Step Up on Second Street, Inc. in an amount not-to-exceed $300,000; approve the associated additional appropriation in the amount of $300,000; and deem the approval of a professional services agreement and the provision of homeless case management services are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

In April 2022, the City of Redlands was awarded a Project Homekey grant from the California Department of Housing and Community Development (HCD). This grant supported the conversion of a former motel into permanent housing for individuals experiencing homelessness in Redlands. To implement this project effectively, the City partnered with Step Up on Second Street, Inc. (Step Up on Second), a nonprofit organization, to provide essential case management and supportive services for residents at the Project Homekey site. The City has now been awarded $300,000 through Round 4 of the Homeless Housing, Assistance, and Prevention (HHAP) Program from the County of San Bernardino Office of Homeless Services. These funds will be allocated to Step Up on Second to sustain and enhance the ongoing case management and supportive services provided at the Project Homekey facility.

The Project Homekey initiative is a state-led effort to provide permanent housing solutions and wraparound services for individuals experiencing or at risk of homelessness. The City’s collaboration with Step Up on Second has been instrumental in ensuring that residents of the converted motel receive the comprehensive support necessary to stabilize and improve their quality of life. The HHAP funding will reinforce these efforts by enabling continued service provision, including mental health support, job placement assistance, and other critical resources that help clients transition toward long-term independence.

The acceptance of this grant funding will enhance the City’s ability to provide critical support services for some of its most vulnerable residents. The continued partnership with Step Up on Second aligns with the City’s commitment to addressing homelessness through sustainable and compassionate solutions.

ALTERNATIVES:

City Council may elect not to accept the grant funding, not approve the agreement and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Objective 4. Homelessness - Develop methods to reduce and prevent 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:
Nancy Felix Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY2024-25
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	300000
Budgeted Y/N:	N
Account No.:	200120-6710

Discussion:
This agreement is grant funded and will not impact the general fund.

Attachments

HHAP Award Grant Contract
HHAP Award Letter
Appropriation Form
HHAP 4 Step Up Services Agreement

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

Contract Number

SAP Number

Office of Homeless Services

Department Contract Representative	Marcus Dillard
Telephone Number	(909) 501-0625
Contractor	City of Redlands
Contractor Representative	Eddie Tejeda
Telephone Number	(909) 798-7533
Contract Term	December 3, 2024 – June 30, 2027
Original Contract Amount	$300,000
Amendment Amount	N/A
Total Contract Amount	$300,000
Cost Center	6210002479

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, the San Bernardino City and County Continuum of Care (SBC CoC) has been allocated funds by the State of California, Homeless Coordinating and Financing Council in the Business, Consumer and Housing Agency, hereinafter called State, under the Homeless Housing, Assistance and Prevention Round 4 (HHAP-4) Program authorized by AB 140 (Health & Safety Code§ 50218.6, et seq.), which was signed into law by Governor Gavin Newsom on July 19, 2021; and

WHEREAS, the San Bernardino County (County) Office of Homeless Services, hereinafter referred to as OHS, is the Administrative Entity authorized to act on behalf of the County to administer HHAP-4 as designated by the SBC CoC, the eligible recipient of HHAP-4 funding; and

WHEREAS, the SBC CoC conducted a competitive process to find City of Redlands (Contractor) to provide these services, and

WHEREAS, Contractor has the required qualifications, experience and expertise to provide services and is willing to use State funds to serve individuals and families experiencing homelessness; and

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

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

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ATTACHMENTS

EXHIBIT 1 – HHAP-4 AWARD BY CATEGORY

EXHIBIT 2 – FISCAL PROVISIONS

EXHIBIT 3 – SCOPE OF WORK

EXHIBIT 4 – HMIS CLIENT DATA REPORT SAMPLE

EXHIBIT 5 – HMIS DATA QUALITY REPORT

EXHIBIT 6 – CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255

EXHIBIT 7 – HHAP-4 EXPENDITURE REPORT

EXHIBIT 8 – HHAP-4 EXPENDITURE REPORT CHECKLIST

EXHIBIT 9 – HHAP-4 DISBURSEMENT REQUEST

A. DEFINITIONS

A.1 Administrative Entity: A unit of general-purpose local government (city, county, or a city that is also a county) or nonprofit organization that has (1) previously administered federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds.

A.2 Case Management: The coordination of community-based services by a professional team to provide people the quality health care that is customized accordingly to an individual's setbacks or persistent challenges and aid them to their recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs.

A.3 Continuum of Care (CoC): The group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

A.4 Continuum of Care (CoC) Service Providers: A network of Community Based Organizations partnered with the SBC CoC to provide services to homeless individuals and families.

A.5 Coordinated Entry System (CES): The CES is a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool."

A.7 Emergency Aid: Any urgent and immediate services, which include housing that will be provided to homeless individuals. Broad categories of uses include, but are not limited to, shelters, shelter beds, public toilets, shower facilities, tiny-shed homes, etc.

A.8 Emergency Shelter: Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of any inability to pay.

A.9. General Service Area: The geographically defined area where a service entity provides outreach and direct services to homeless people.

A.10 Homeless: The same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, ***e.g.,*** family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, ***e.g.,*** family, friends, and faith-based or other social networks, to obtain other permanent housing.

A.11 Homeless Management Information System (HMIS): A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in target services. HMIS also includes that use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.

A.12 Homeless Youth: An unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act [42 U.S.C. Sec. 11434a(2)]; includes unaccompanied youth who are pregnant or parenting.

A.13 Housing First: An approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

A.14 Housing Search and Placement: Services to assist clients to locate, secure, and navigate the rental market. Housing Search and Placement activities may include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, land/lord/ tenant mediation, and any other housing requirements.

A.15 Interagency Council on Homelessness (ICH): The policy making body for the San Bernardino County Homeless Partnership. ICH works to ensure that the recommendations listed in the County's 10-Year Strategy to End Homelessness are realized. ICH Membership is composed of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.

A.16 Instance of Service: Each encounter with a member of the target population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by Provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two instances of service for this activity.

A.17 Navigation Center: A Housing First, low barrier, service-enriched shelter focused on moving homes individuals and families into permanent that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

A.18 Office of Homeless Services (OHS): The lead agency for the San Bernardino County Continuum of Care (SBC CoC). The SBC CoC coordinates services with the San Bernardino County Homeless Partnership consisting of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and Federal, State and local governments.

A.19 Permanent Supportive Housing (PSH): Low-barrier permanent housing with services. The type of services depends on the needs of the residents. Services may be short-term, sporadic, or ongoing indefinitely. PSH units are for individuals and families who are homeless or chronically homeless. PSH is housing combined with services, which may include mental health and health services, drug and alcohol treatment, education and job training.

A.20 Point-In-Time-Count (PITC): An unduplicated one-night estimates of both sheltered and unsheltered homeless populations conducted by Continuums of Care nationwide on a predetermined date within the last 10 days of each January pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations.

A.21 Program: The Homeless Housing, Assistance and Prevention Round 4 (HHAP-4) Program, established pursuant to Chapter 5 of Part 1 of Division 31 of the Health and Safety Code, and HHAP-4 are used interchangeably throughout this document.

A.22 Rapid Re-Housing (RRH): An intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Using the Housing First model, move families and individuals into permanent affordable housing as quickly as possible with minimal barriers, assist with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide intensive social services while families or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness.

A.23 San Bernardino City and County Continuum of Care (SBC CoC): Provides leadership in creating a comprehensive countywide network of service delivery to homeless individuals and families and those at-risk of becoming homeless.

A.24 State of California, Homeless Coordinating and Financing Council (State): Created pursuant to Section 8257 of the Welfare and Institutions Code to, among other things, identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California.

A.25 Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under a separate contract with or on behalf of Contractor.

A.26 Target Population: Any person who is homeless as defined for this grant (see A.10 above).

A.27 Transitional Housing (TH): Designed to provide homeless individuals and families with the interim stability and support to successfully move to and maintain permanent housing. TH may be used to cover the costs of up to 24 months of housing with accompanying supportive services.

A.28 United States Department of Housing and Urban Development (HUD): A Federal agency established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.

B. CONTRACTOR RESPONSIBILITIES

B.1 General Requirements

B.1.1 Contractor shall be in compliance with all applicable Federal, State, and local laws, required to perform this Contract. Contractor shall be required to repay the County in the event of non-compliance with any applicable law if the County is required to repay any amount of funds to the State as a result of Contractor's non-compliance.

B.1.2 Contractor and its Subcontractors shall perform the work in accordance with Federal, State and local housing and building codes, as applicable.

B.1.3 Contractor shall be responsible to accomplish the levels of performance as set forth in **EXHIBIT 1 – HHAP-4 AWARD BY CATEGORY** for the services outlined in **EXHIBIT 2 – FISCAL PROVISIONS** and report such measures quarterly to the County with each quarterly expenditure report as directed in **EXHIBIT 3 – SCOPE OF WORK**. The County will review Contractor performance to assess expenditure and performance progress. If Contractor is not meeting expenditure and performance measures, the County will work with Contractor to identify strategies and remediate performance issues.

B.1.4 Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent funds, and accounts receivable to the County), and determining the custodianship of records.

B.2 Scope of Work

The project description for services to be provided by Contractor under this Contract are identified in **EXHIBIT 3 – SCOPE OF WORK**.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

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

C.2 Contract Amendments

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

C.3 Contract Assignability

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

C.4 Contract Exclusivity

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

C.5 Attorney's Fees and Costs

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

C.6 Background Checks for Contractor Personnel

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

C.7 Change of Address

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

C.8 Choice of Law

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

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including Subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the

provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or Contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and Subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

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

C.11 Primary Point of Contact

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

C.12 County Representative

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

C.13 Damage to County Property

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

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

C. 14 Debarment and Suspension

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

C.15 Drug and Alcohol Free Workplace

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

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

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

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

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

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

C.16 Duration of Terms

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

C.17 Employment Discrimination

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

C.18 Environmental Requirements

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

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

C.19 Improper Influence

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

C.20 Improper Consideration

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

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

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

C.21 Informal Dispute Resolution

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

C.22 Legality and Severability

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

C.23 Licenses, Permits and/or Certifications

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

C.24 Material Misstatement/Misrepresentation

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

C.25 Mutual Covenants

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

C.26 Nondisclosure

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

C.27 Notice of Delays

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

C.28 Ownership of Documents

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

C.29 Reserved

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

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

C.31 Records

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

All records relating to the Contractor’s personnel, consultants, Subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. The CONTRACTOR shall retain all documentation related to the services provided and all financial records associated with this Agreement for a period of five (5) years following the termination of this contract.

C.32 Relationship of the Parties

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

C.33 Release of Information

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

C.34 Representation of the County

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

C.35 Strict Performance

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

C.36 Subcontracting

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

For any Subcontractor, Contractor shall:

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

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

36.3 Include in the Subcontractor's subcontract substantially similar terms as are provided in Sections B. CONTRACTOR RESPONSIBILITIES and C. GENERAL CONTRACT REQUIREMENTS.

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

C. 37 Subpoena

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

of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

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

C.40 Venue

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

C.41 Conflict of Interest

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

C.42 Former County Administrative Officials

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

C.43 Disclosure of Criminal and Civil Procedures

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

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

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

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

C.44 Reserved

C.45 Reserved

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved

C.48 Reserved

C.49 Executive Order N-6-22 Russia Sanctions

March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine

(https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their Contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Reserved

C.51 Reserved

D. TERM OF CONTRACT

This Contract is effective as of December 3, 2024, and expires June 30, 2027 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 OHS shall provide technical assistance to Contractor.

E.2 OHS shall participate in evaluating the progress of the overall program.

E.3 OHS shall monitor Contractor on a regular basis in regard to compliance with Contractual requirements.

F. FISCAL PROVISIONS

County shall pay Contractor for services performed, products provided, or expenses incurred in accordance with **EXHIBIT 2 - FISCAL PROVISIONS**. County is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in **EXHIBIT 2 - FISCAL PROVISIONS**, County shall not be responsible for payment of any of Contractor's expenses related to this Contract. One hundred percent (100%) of HHAP funds allocated to Contractor, pursuant to this Contract, shall be expended by May 14, 2027 ("Expenditure Deadline").

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the

performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

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

G.4 Policies Primary and Non-Contributory

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

G.5 Severability of Interests

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

G.6 Proof of Coverage

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

G.7 Acceptability of Insurance Carrier

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

G.8 Deductibles and Self-Insured Retention

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

G.9 Failure to Procure Coverage

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

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore

unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

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

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

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

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

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

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

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

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

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

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

G.11.6 Reserved

G.11.7 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested,

and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of five years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

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

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

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

J. NOTICES

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

San Bernardino County
Office of Homeless Services
560 E. Hospitality Ln. Ste. 200
San Bernardino, CA 92415-0044

City of Redlands
35 Cajon Street, Suite 222
Redlands, CA 92373

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

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated

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

L. ELECTRONIC SIGNATURES

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

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

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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

By
Deputy

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

By ►
(Authorized signature - sign in blue ink)

Name Eddie Tejeda
(*Print or type name of person signing contract)*

Title Mayor
(Print or Type)

Dated:

Address 35 Cajon Street, Suite 222
Redlands, CA 92373

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Suzanne Bryant, Deputy County Counsel		Marcus Dillard, Chief of Homeless Services
Date	Date	Date

EXHIBIT 1

HHAP-4 AWARD BY CATEGORY

Project Component Type	Operating Subsidy
Funding Costs for	Case Management for PSH program
Population Focus	Individuals who were formerly chronically homeless residents living at Step Up in Redlands

Eligible Use Category	Description of Services	Cost	Award / Allocation	Service Unit	Number Expected to be Served
Operating Subsidies	• Staffing expenses • (salaries + benefits) • Operating facilities to provide services to clients – Supplies, Equipment, software, telephone, communications, insurance and staff training/travel/Development	$300,000	$300,000	120	120
Total Award		**$300,000**			

EXHIBIT 2

FISCAL PROVISIONS

A. Method, Time, and Conditions of Payment

a. CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed $300,000. Said funds shall be spent according to the Budget shown below.

Agency: City of Redlands Budget December 3, 2024, through June 30, 2027			
Eligible Use Category	**Award/Allocation**	**Service Unit (Individuals)**	**Average Cost per client**
Operating Subsidies:			
• Case Management	$300,000	120	$2,500
Total Award	$300,000.00	120 Individuals	$2,500 per client

Note: The table above may be changed (without changing the Total amount) with written approval from OHS.

b. CONTRACTOR's expenses will only be utilized for eligible costs. CONTRACTOR shall submit Expenditure Reports (see **EXHIBIT 7 – EXPENDITURE REPORT**) of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.

c. With each Expense Report of eligible costs, CONTRACTOR shall submit:

1. All general and approved activity specific items identified in the Expenditure Report Checklist of the Comprehensive HHAP-4 (see **EXHIBIT 8 – HHAP-4 EXPENDITURE REPORT CHECKLIST**).

2. If the required supporting documentation is not provided, COUNTY may delay advancements until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract.

3. The following items shall be submitted for Case Management and Service Coordination:

   i. Cost allocation reports covering the month claimed for the HHAP-4 program.

4. The following must be submitted for employee wages and fringe benefits claimed:

   i. Employee Time and Activity Logs for each employee that includes date work was performed, description of work, notes, eligible activity, hours worked for the day, total number of hours worked related to project worked and signed by employee and supervisor.

   ii. Time sheet that details all hours worked, including holiday, vacation, sick and any other time charged to contract.

   iii. Proof of direct deposit which includes employee's full name, hourly rate, taxes, benefits, total amount that was deposited into the employee's account.

iv. Payroll Registers for the pay periods included in the claim.

v. Proof of payment for all fringe benefits premiums claimed for reimbursement.

5. At least once per fiscal year provide:

   i. Worker's Compensation Insurance rates for each class of employee charged to the program.

   ii. Fringe benefits premium rates with a breakdown of the employee and employer's contributions. Contractor will not be compensated for the employee's contribution to fringe benefits premiums (if applicable).

   iii. Rate of employer's contribution to employee retirement accounts (if applicable).

6. For all non-payroll related expenses submit copies of receipts, invoices, or bill expenses with reimbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

7. The following items shall be submitted for Rapid Rehousing and Rental Assistance:

   i. Submit copies of leases, rental assistance agreements, receipts, invoices, or bill expenses with reimbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

8. Travel expenses must be kept in a mileage log and have maps associated with each of the trips. The log should maintain a start and end vehicle mileage with the total number of miles traveled and for what purpose. All travel claimed must be associated with the HHAP-4 program.

d. All complete reports submitted in a timely manner shall be processed within thirty (30) calendar days.

e. All HHAP-4 funds shall be expended by the termination date of this Contract.

f. Expenditure Deadlines:

Percentage of HHAP-4 Award That Must be Expended	Milestone Deadlines
20%	120 Days after Execution of Contract
50%	364 Days after Execution of Contract
75%	310 Days Prior to the Expenditure Deadline

g. CONTRACTOR must expend:

1. No less than fifty percent (50%) of HHAP-4 funds by December 31, 2025.

2. One hundred percent (100%) of HHAP-4 funds by May 14, 2027.

3. "Expend" means all HHAP-4 funds obligated under this Contract or subcontracts have been fully paid and receipted, and no invoices remain outstanding.

   Reports submitted by the CONTRACTOR will be used to ensure that CONTRACTOR is on track to expend fifty percent (50%) of HHAP-4 funds by December 31, 2025, and one hundred percent (100%)

of HHAP-4 funds by May 14, 2027. CONTRACTOR may submit a request to OHS prior to December 31, 2025, if CONTRACTOR is not on track to expend 50% of the HHAP-4 funds by December 31, 2025, proposing an alternative expenditure rate to meet the May 14, 2027, 100% expenditure deadline with justification. The Chief of Homeless Services may approve, modify, or deny such request.

If, by August 24, 2026, CONTRACTOR has not submitted reports showing an expenditure of at least seventy five percent (75%) of the HHAP-4 funds, the remaining twenty percent (25%) will be returned and reallocated.

h. HHAP-4 funds may not be obligated and expended prior to the effective date of this Contract. "Obligate" means that CONTRACTOR has placed orders, entered into sub-contracts, received services, or entered into similar transactions that require payment from the Contract award.

i. All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of HHAP-4 funds must be used for HHAP-4 eligible activities. Documentation of all expenditures and accrued interest shall be reported on the forms provided by OHS (see **EXHIBIT 7 – Expenditure Report**).

j. Any housing-related activities funded with HHAP-4 funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

k. CONTRACTOR confirms that rental assistance will be issued directly to a property owner, or an agent authorized to act on behalf of a property owner.

l. For all programs and services for which there are sources of funds in addition to COUNTY funds as provided under this Contract, CONTRACTOR shall provide proof of such funding. CONTRACTOR must be able to account for the receipt, obligation and expenditure of funds.

    1. The COUNTY shall NOT pay for any services provided by CONTRACTOR which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

m. The COUNTY reserves the right to reduce the Contract award when the COUNTY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the Contract term or if it is determined that costs incurred are not in conformance with eligible costs as defined in Health and Safety Code Section 50214. Changes in the Contract award will be done after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendment(s).

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

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

p. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by COUNTY. CONTRACTOR shall not use current year funds to pay prior or future year obligations. Disbursements to Contractor are Net 30.

q. Funds made available under this Contract shall not supplant any federal, state or any governmental

funds intended for services of the same nature as this Contract. CONTRACTOR shall not claim reimbursement or payment from COUNTY for, or apply sums received from COUNTY with respect to that portion of its obligations that have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the COUNTY.

r. CONTRACTOR shall adhere to the COUNTY's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the COUNTY. In addition, CONTRACTOR is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

A.1 Documentation of Costs and Other Financial Reporting

a. CONTRACTOR will be required to maintain books, records, documents, and other evidence directly related to the performance of work in accordance with Generally Acceptable Accounting Procedures. Costs shall be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

b. The CONTRACTOR shall retain all documentation related to the services provided and all financial records associated with this Agreement for a period of five (5) years following the termination of this contract. Such records shall be made available for inspection upon reasonable request by the COUNTY during this retention period.

c. All accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible, and upon reasonable notice, the COUNTY shall have the right to audit the records of the CONTRACTOR as they relate to the Contract and the activities and services described herein.

CONTRACTOR shall also:

1. Maintain an effective system of internal fiscal control and accountability for all HHAP-4 funds and property acquired or improved with HHAP-4 funds, and make sure the same are used solely for authorized purposes.

2. Keep a continuing record of all disbursements by date, payment method, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the CONTRACTOR's accounting records.

3. Maintain payroll, financial, and expense reimbursement records for a minimum period of five (5) years after the termination of this Contract.

4. Permit inspection and audit of its records with respect to all matters authorized by this Contract by representatives of the County at any time during normal business hours and as often as necessary.

5. Inform the COUNTY concerning any funds allocated to CONTRACTOR, that the CONTRACTOR anticipates will not be expended during the term of this Contract.

6. Repay the COUNTY any funds in its possession at the time of the termination of this Contract that may be due to the COUNTY (e.g., ineligible costs, unexpended funds, etc.).

A.2 Funding

a. This Contract is valid and enforceable only if sufficient funds are made available to COUNTY by legislative appropriation. In addition, this Contract is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether Federal or those of the State, or of any agency,

department, or any political subdivision of Federal or the State governments, which may affect the provisions, terms or funding of this Contract in any manner.

b. CONTRACTOR must establish and maintain effective internal controls over all funding awarded to CONTRACTOR by the COUNTY to provide reasonable assurance that CONTRACTOR complies with Federal, State, and COUNTY statutes, regulations, and terms and conditions of the Contract.

c. COUNTY may base funding for CONTRACTOR upon positive performance outcomes, which OHS will monitor throughout the year.

d. CONTRACTOR must be able to demonstrate that HHAP-4 funds were expended for eligible uses to benefit members of the Target Population.

e. Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's program budget (see **EXHIBIT 1 – HHAP-4 AWARD BY CATEGORY**). Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

f. CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fundraising activities.

A.3 Ineligible Costs

a. HHAP-4 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of HHAP-4 and the eligible uses identified in California Health and Safety Code Sections 50218 and 50219.

b. The COUNTY or the State reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract. If CONTRACTOR or its Subcontractors use HHAP-4 funds to pay for ineligible activities, Contractor shall be required to reimburse these funds to the COUNTY within thirty (30) days of the request.

    1. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by CONTRACTOR.

    2. The State, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP-4 funds.

    3. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP-4 funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of CONTRACTOR and services or housing capacity will be lost as a result of these funds ending, HHAP-4 funds may be used to maintain the service or program and are not considered supplanting [examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as Homeless Emergency Aid Program (HEAP) grant].

A.4 Withheld Payments

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Contract.

A.5 Disallowance

a. If CONTRACTOR receives payment under this Contract which is later disallowed by COUNTY for nonconformance with this Contract, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent HHAP-4 funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

b. If it is determined that a CONTRACTOR falsified any certification, RFA information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of HHAP-4 award to COUNTY, and may CONTRACTOR be prohibited from any further participation in HHAP-4. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.6 Fiscal Accountability

a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.

b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.7 Financial Management

a. Review, understanding, and certification that quarterly expenditure reports submitted to the COUNTY meet eligible expenses under HHAP-4 and State requirements. The COUNTY shall have no obligation to advance or pay CONTRACTOR with any funds other than HHAP-4 funds (with the exception of CONTRACTOR receiving a HHAP-5 AWARD) the COUNTY receives from the State.

b. CONTRACTOR attests that by submitting a monthly expenditures report to OHS, it has completed all due diligence necessary and verified eligibility for HHAP-4 funding. CONTRACTOR shall be required to repay COUNTY for non-eligible expenditures that may inadvertently be processed by the COUNTY.

c. Subsequent disbursements after the first disbursement, are dependent upon CONTRACTOR properly documenting the expenses/expenditure reports to cover the previous disbursement.

A.8 Budget Changes

a. CONTRACTOR agrees that no changes shall be made to CONTRACTOR's HHAP-4 budget without first obtaining prior approval. No more than the amounts specified in **EXHIBIT 1 – HHAP-4 AWARD BY CATEGORY** may be spent for the separate cost categories specified in the budget summary. Any changes to this Contract must be requested by CONTRACTOR in writing through OHS. Changes must be approved by the COUNTY and/or the State.

A.9 Budget Amendments

a. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the CONTRACTOR in writing within 180 days of the contract expiration.

A.10 Equipment and Other Property

a. All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with HHAP-4 funds received under the terms of this Contract which has a life

expectancy of one (1) year or more shall be the property of the COUNTY and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the COUNTY when the Contract is terminated. Additional terms are as follows:

1. The purchase of any furniture or equipment which was not included in CONTRACTOR's approved budget, shall require the prior written approval of the COUNTY, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's services or activities under the terms of the Contract. The COUNTY may refuse approval for any cost resulting from such items purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from the COUNTY.

2. Before equipment purchases made by CONTRACTOR are approved by the COUNTY, CONTRACTOR must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.

3. CONTRACTOR shall submit an inventory of equipment purchased under the terms of this Contract as part of the expenditures report for the month in which the equipment is purchased. CONTRACTOR must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding COUNTY's capitalization threshold of $5,000 must be depreciated.

4. No costs incurred prior to the Contract commencement date shall be eligible for reimbursement with HHAP-4 funds.

5. Upon termination of this Contract, CONTRACTOR will provide a final inventory to the COUNTY and shall at that time query the COUNTY as to requirements, including the manner and method in returning equipment to the COUNTY. Final disposition of such equipment shall be in accordance with instructions from the COUNTY.

A.11 Final Advance

Unless approved by OHS in writing, all final requests for disbursement of authorized HHAP-4 expenditures under this Grant must be submitted to OHS no later than January 1, 2027.

EXHIBIT 3

SCOPE OF WORK

A. GENERAL REQUIREMENTS

CONTRACTOR shall carry out the following responsibilities between **December 3, 2024,** to **June 30, 2027**:

A.1 Service Requirements

The City of Redlands seeks operating subsidies for case management services for up to 120 formerly chronically homeless residents of Step Up in Redlands, a motel conversion project funded by the Housing and Community Development's Project Homekey Round 2 that provides 98 permanent supportive housing units.

Services will include:

a. Case Management

Case Management is provided onsite at Step Up on Second Homekey Redlands site. Frequency is dependent on members' acuity levels as outlined in individualized service plan (ISP).

b. Frequency ranges from multiple times a week to once a month to equip and improve their quality of life.

c. Service Coordinators are available Monday – Friday (except holidays), during regular business hours (8:00-4:30) for a total of 40 hours per week.

d. Linkages to all services, includes:

1. Increasing income,
2. Linkages to mainstream benefits,
3. Vocational services,
4. Basic life skills development,
5. Food resources,
6. Mental health services,
7. Connection to health care services,
8. In-home supportive services,
9. Securing identification cards, driver's license, and birth certificates,
10. Linkage to apply for SSI, Medicaid, or VA benefits
11. Connections to nutrition services, and other essential entities to increase independence.
12. Referrals to mental and physical health services,
13. Linkage to primary care physician, mental health providers, or community health clinic.

14. On site linkage support through Health Homes, ILOS, ECM.

Performance Measurement Requirements

Measurement	Outcome
# of households *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	98 households
# of people served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	120 of Persons
# of households to achieve housing stability	88 Households
# of persons to achieve housing stability	108 Persons
Percentage of persons exiting back into Homelessness	No more than 10%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	90%
Percentage of eligible and willing person to maintain or increase income/employment	90%

A.2 Project Detail

Project Component Type	Services
Funding Costs for	Case Management for PSH program
Population Focus	Individuals who were formerly chronically homeless residents living at Step Up in Redlands

A.3 Presentation of Services

CONTRACTOR shall:

a. Provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities are delegated to Subcontractors, the CONTRACTOR must ensure that any Subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

    1. Designate the responsible position(s) in your organization for managing the funds allocated to this program.

    2. Maximize the use of the allocated funds.

    3. Ensure timely and accurate reporting.

    4. Maintain appropriate staffing levels.

    5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.

6. Effectively communicate and monitor the program for its success.

7. Maintain communication between the CONTRACTOR and OHS.

8. Act quickly to identify and solve problems.

b. Ensure that all program sites are well maintained.

c. Provide one (1) or more staff will work with the participants to apply for available housing units. The staff should work closely with any Housing Navigators working and collaborate with existing systems to ensure maximum utilization of services and reduce duplicative efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as developing housing leads, identifying landlords willing to work with the population, creating suitable housing plans from available stock, working with landlords to develop positive relationships, assisting participants to be document ready for housing interviews, and assisting with transportation for housing search purposes. Staff will meet with property managers, coach residents to be successful when meeting with potential property managers and prepare them for moving into a unit. Staff may also work to develop shared housing options for residents. Staff will work in collaboration with the participant's case manager to ensure both parties are aware of one another's efforts and progress. Caseloads should be limited to fifteen (15) participants at any given time.

d. Provide one (1) or more staff will assist the participants with linkage to supportive services if participants are not connected to supportive services in order to receive needed services. Staff will also assist with all housing search activities as described above.

e. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM FTEs	
Program Manager	0.25
Service Coordinator	1
Service Coordinator	0.85
TOTAL FTEs	2.10

f. CONTRACTOR shall maintain personnel files for each staff member, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

B. PROGRAM REQUIREMENTS

Contractor shall adhere to the following:

B.1 Coordinated Entry System (CES)

a. The CES is a referral process that currently coordinates with the SBC CoC. All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS).

b. CONTRACTOR must notify the CES within 10 days of award of the HHAP-4 funding by utilizing the online 211 Registration form located at: 211 Registration Form (wufoo.com)

c. CONTRACTOR must work in collaboration with CES and SBC CoC to ensure the screening, assessment, and referral of HHAP-4 participants are consistent with the eligible uses under HHAP-4.

d. CONTRACTOR agrees to receive referrals from CES prior to providing services with the exception of individuals receiving emergency assistance. In such cases, immediate services can be provided, but individuals and/or families must be referred by Contractor to CES for assessment and prioritization within seventy-two (72) hours. CONTRACTOR understands that individuals and/or families may not be referred to CONTRACTOR and may be referred to another service provider based upon the CES assessment.

B.2 Data Reporting

a. CONTRACTOR will submit to OHS detailed reports containing information listed in **EXHIBIT 3 – SCOPE OF WORK, Section C**.

b. A report will be due forty-five (45) days after the date of expiration of this Contract or upon completion of Contract services. Reports should be submitted via File Transfer Program (FTP).

c. CONTRACTOR shall submit additional reports as required by the State or COUNTY.

B.3 Monitoring

a. The COUNTY has the right to monitor the Contract during the Contract period to ensure accuracy of expenditure reports and compliance with applicable laws and regulations.

b. CONTRACTOR agrees to furnish duly authorized representatives from the COUNTY and the State access to all financial records necessary to review or audit Contract services and to evaluate the cost, quality, and appropriateness of services.

c. If the State or the COUNTY determines that all, or any part of, the payments made by the COUNTY to CONTRACTOR pursuant hereto are not eligible expenses in accordance with this Contract, said funds will be repaid by CONTRACTORto the COUNTY. In the event such payment is not made on demand, the COUNTY may withhold future disbursements to CONTRACTOR until such disallowances are paid by CONTRACTOR. If disallowable expenses are not reimbursed within thirty (30) days of demand, the Contract will terminate without consultation at the COUNTY's sole and absolute discretion.

d. If there is a conflict between a State audit of this Contract and a COUNTY audit of this Contract, the State audit shall take precedence.

B.4 Closeout

a. CONTRACTOR shall submit a closeout report including a narrative of the project outcomes, an inventory of all equipment and property acquired or improved by HHAP-4 funds, and a final financial report, upon termination or completion of the services specified in this Contract.

b. CONTRACTOR agrees to adhere to and comply with all the closeout procedures detailed below; including, but not limited to the following:

1. Disposition of program assets shall be determined by the COUNTY when the Contract is terminated.

2. CONTRACTOR shall submit within forty-five (45) days after the date of expiration of this Contract, all financial, performance, and other reports required by this Contract; and in addition, will cooperate in a program audit by the COUNTY.

3. Any unobligated/unexpended funds disbursed in advance to CONTRACTOR shall be returned to the COUNTY within thirty (30) days after the expiration of the Contract term, or in accordance with Section B.3.5.h, whichever occurs first. This obligation shall survive the termination of the Contract.

4. CONTRACTOR must account for any real and personal property acquired with HHAP-4 funds.

5. Closeout will remain pending until all requirements are met and all outstanding issues with the CONTRACTOR have been resolved to the satisfaction of the COUNTY.

B.5 Homeless Management Information System

The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the COUNTY. CONTRACTOR must ensure that data on all persons served are entered into the countywide HMIS. HMIS is managed and operated by OHS. HMIS technical and data standards are set forth in the Final 2024 HMIS Data Standards, on file with OHS.

a. CONTRACTOR shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other HHAP-4 funded agencies, unless prohibited by law.

b. CONTRACTOR is required to work with OHS staff to ensure the timely and accurate set-up of their HMIS program profile and to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to CONTRACTOR's program. CONTRACTOR's program profile must be setup prior to CONTRACTOR submitting their first HHAP-4 Disbursement Request form (see **EXHIBIT 9 – HHAP-4 DISBURSEMENT REQUEST)**.

c. CONTRACTOR shall submit a copy of HMIS reports (see **EXHIBIT 4 – HMIS CLIENT DATA REPORT SAMPLE**) with the quarterly expenditure reports. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The contact information for the "HMIS Lead Agency" is:

Christopher Salazar, HMIS Lead
San Bernardino County
Office of Homeless Services
560 E. Hospitality Ln., Ste. 200
San Bernardino CA 92415-0044
Christopher.Salazar@hss.sbcounty.gov
Phone: 909-501-0610

d. CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for HHAP-4 participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Contract. CONTRACTOR will be notified by OHS, and if not rectified, the Contract may be terminated at the COUNTY's sole and absolute discretion.

e. In addition to the timely entry of HMIS data, CONTRACTOR is required to enter accurate and complete data. The COUNTY will ensure CONTRACTOR adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS MOU and the OHS

Policy Handbook. The Data Quality Standards assess the data quality and completeness of the following Data Elements entered:

1. Client Demographic Data
    i. Name
    ii. Social Security Number
    iii. Date of Birth
    iv. Race
    v. Ethnicity
    vi. Gender
    vii. Veteran Status
2. Universal Data
    i. Disabling Condition
    ii. Project Start Date
    iii. Project Exit Date
    iv. Destination
    v. Relationship to Head of Household
    vi. Client Location
    vii. Housing Move-in Date
    viii. Living Situation
3. Common Program Specific Data Elements
    i. Income and Sources
    ii. Non-Cash Benefits
    iii. Health Insurance
    iv. Disability Elements
    v. Physical Disability
    vi. Developmental Disability
    vii. Chronic Health Condition
    viii. HIV/AIDS
    ix. Mental Health Problem

x. Substance Abuse

xi. Domestic Violence

xii. Contact

xiii. Date of Engagement

xiv. Bed-Night Date

xv. Housing Assessment Disposition

4. Data Timeliness

i. Entry Timeliness

ii. Exit Timeliness

f. According to Data Quality Standards, CONTRACTOR is required to have a five-percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be captured on CONTRACTOR's HMIS Data Quality Report Sample (see **EXHIBIT 5 – HMIS DATA QUALITY REPORT)**. The report will be generated by CONTRACTOR and submitted quarterly with expenditure reports. OHS will review reports and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.

g. If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HUD and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate Contract as set forth in Section I - CORRECTION OF PERFORMANCE DEFICIENCIES.

h. CONTRACTOR agrees to provide the COUNTY and/or the State access to HMIS data collected and entered into HMIS, upon request, and to participate in any statewide data initiative as directed by the State including, but not limited to, a statewide data integration environment.

B.6 Housing First

The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness. HHAP-4 projects must align and comply with the core components of Housing First as defined in California Welfare and Institutions Code Section 8255(b) (see **Exhibit 6 – CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255**).

B.7 Program Participant Eligibility

CONTRACTOR shall ensure that:

a. HHAP-4 participants meet the Homeless definition as defined in Section 578.3 of Title 24 of the Code of Federal Regulations:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human

beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

ii. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State and local government programs for low-income individuals); or

iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2. An individual or family who will imminently lose their primary nighttime residence, provided that:

i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

ii. No subsequent residence has been identified; and

iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

4. Any individual or family who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within

the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

ii. Has no other residence; and

iii. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

b. HHAP-4 participants are referred by CES to CONTRACTOR.

c. CONTRACTOR coordinates program enrollment and services in collaboration with CES.

B.8 Job Training and Employment

CONTRACTOR agrees to refer HHAP-4 clients that are eligible for job training and employment services to the County of San Bernardino Workforce Development Department (WDD). Number of participants who have been referred to WDD will be reported on a quarterly basis by CONTRACTOR.

B.9 Staffing Requirements

CONTRACTOR shall provide the necessary professional staff to meet the needs of the homeless population following the Housing First model (e.g. Case managers, Clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). CONTRACTOR must have the readiness capacity to immediately perform and administer homeless efforts through HHAP-4 funding.

B.10 Non-Discrimination Requirements

CONTRACTOR and its subcontractors shall not deny the HHAP-4 contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. CONTRACTOR shall permit access by representatives of the Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

C. HHAP-4 REPORTING REQUIREMENTS

C.1 Detailed reports

a. CONTRACTOR shall submit reports containing, at minimum, the following information:

1. Amount awarded to CONTRACTOR with activity(ies) identified.

2. Contract expenditures.

3. Unduplicated number of homeless persons and households served by HHAP-4 funds.

4. Unduplicated number of persons and households at imminent risk of homelessness served by HHAP-4 funds.

5. Number of instances of service.

6. Increases in capacity for new and existing programs.

7. Number of unsheltered homeless persons and homeless households becoming sheltered.

8. Number of homeless persons and homeless households entering permanent housing.

9. Number of homeless persons and households successfully exited from HHAP-4 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-4.

10. Number of persons and households at imminent risk of homelessness successfully exited from HHAP-4 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-4.

C.2 Reporting Breakdown by Activity

a. CONTRACTOR will provide reports with a breakdown for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

   1. Chronically homeless

   2. Homeless veterans

   3. Unaccompanied homeless youth

   4. Homeless persons in families with children

Note: Counts by subpopulation will not be required in cases where that information is unavailable but is expected in cases where client information is entered in the Homeless Management Information System (HMIS).

EXHIBIT 4

HMIS CLIENT DATA REPORT SAMPLE

Program Roster Report | **SAMPLE** | **Agency Name**

Active within 06/01/2023 thru 06/30/2023

Housing Move-in: Undefined = Unknown HoH or adjusted Move-in is Null, ☐ = Non PH Project, **A:** Assessments, **S:** Services, **CN:** Case Notes

You can find more information about adjusted Move-In Date at the Help Center Article

Head of Household (HoH) Unique Identifiers are listed in bold text. Household members are grouped together with the HoH.

Client	Unique Identifier	Birth Date	Age At Entry	Current Age	Enroll Date	Exit Date	LOS	Housing Move-in	A	S	CN	Assigned Staff
Program: Sample Project Name												
Client 1	**ABC12345**	99/99/9999	43	45	09/30/2021	-	639	undefined	1	0	0	A. Admin
Client 2	**DEF12345**	11/11/1111	57	66	07/11/2014	-	3,277	07/11/2014	10	0	0	A. Admin
Client 3	**GHI12345**	22/22/2222	47	56	08/15/2014	-	3,242	08/15/2014	10	0	0	A. Admin
Client 4	**JKL12345**	33/33/3333	23	26	04/03/2020	-	1,184	undefined	5	0	0	A. Admin
Client 5	**MNO12345**	44/44/4444	36	48	03/08/2011	-	4,498	03/08/2011	13	0	0	A. Admin
Client 6	**PQR11111**	66/66/6666	47	61	03/10/2010	-	4,861	03/10/2010	11	0	0	A. Admin
Client 7	STU12345	55/55/5555	53	64	05/05/2012	-	4,074	05/05/2012	12	0	0	A. Admin
Client 8	**VWX22222**	77/77/7777	53	56	12/30/2019	-	1,279	12/30/2019	4	0	0	A. Admin
Client 9	**YZ123456**	88/88/8888	55	58	11/24/2020	-	949	undefined	3	0	0	A. Admin
Client 10	**BAC11111**	-	-	-	05/10/2023	-	52	undefined	0	0	0	A. Admin
Client 11	**CAD22222**	10/10/1010	60	60	05/18/2023	-	44	05/18/2023	0	0	0	A. Admin

Number of Enrollments: 11

Number of Unique Clients: 11

Number of Households: 10

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EXHIBIT 5

HMIS DATA QUALITY REPORT SAMPLE

HMIS Data Quality Report [FY 2023]

Agency Name
CoC Category Filter: Agency CoC
Date Range: 10/01/2022 thru 06/30/2023

Q3. Universal Data Elements
Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Veteran Status (3.7)	0	0%
Project Start Date (3.10)	0	0%
Relationship to Head of Household (3.15)	0	0%
Client Location (3.16)	0	0%
Disabling Condition (3.8)	0	0%

Q4. Income and Housing Data Quality
Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Destination (3.12)	1	0.12%
Income and Sources (4.2) at Start	0	0%
Income and Sources (4.2) at Annual Assessment	0	0%
Income and Sources (4.2) at Exit	0	0%
Non-Cash Benefits (4.3) at Start	0	0%
Non-Cash Benefits (4.3) at Annual Assessment	0	0%
Non-Cash Benefits (4.3) at Exit	0	0%

Q5. Chronic Homeless
Program Applicability: ES, SH, Street Outreach, TH & PH(All)

Starting into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate Date started (3.9.17.3) **Missing**	Number of times (3.9.17.4) **DK/R/missing**	Number of months (3.9.17.5) **DK/R/missing**	% of records unable to calculate
ES, SH, Street Outreach	0			0	0	0	0%
TH	0	0	0	0	0	0	0%
PH (all)	512	0	0	0	0	0	0%
Total	512						0%

Q6. Timeliness Program Applicability: All Projects		
Time for Record Entry	Number of Project Start Records	Number of Project Exit Records
0 days	518	634
1-3 days	352	81
4-6 days	33	49
7-10 days	4	22
11+ days	12	37

Q7. Inactive Records: Street Outreach and Emergency Shelter Program Applicability: Street Outreach & ES-Night By Night			
Data Element	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES-NbN)	0	0	0%
Bed Night (All clients in ES-NbN)	0	0	0%

Programs Included in Dataset

Agency	Program Name

EXHIBIT 6

CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255

State of California
WELFARE AND INSTITUTIONS CODE
Section 8255

8255.

For purposes of this chapter:

(a) “Council” means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) “Core components of Housing First” means all of the following:

(1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing tenancy.

(6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

(c) “Homeless” has the same definition as that term is defined in Section 91.5 of Title 24 of the Code of Federal Regulations.

(d) (1) “Housing First” means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

(2) (A) “Housing First” includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer term rental assistance, income assistance, or employment.

(B) For time-limited, supportive services programs serving homeless youth, programs should use a positive youth development model and be culturally competent to serve unaccompanied youth under 25 years of age. Providers should work with the youth to engage in family reunification efforts, where appropriate and when in the best interest of the youth. In the event of an eviction, programs shall make every effort, which shall be documented, to link tenants to other stable, safe, decent housing options. Exit to homelessness should be extremely rare, and only after a tenant refuses assistance with housing search, location, and move-in assistance.

(e) “State programs” means any programs a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness, with the exception of federally funded programs with requirements inconsistent with this chapter.

(Amended by Stats. 2021, Ch. 398, Sec. 3. (AB 1220) Effective January 1, 2022.)

EXHIBIT 7

EXPENDITURE REPORT

HOMELESS HOUSING, ASSISTANCE and PREVENTION PROGRAM (HHAP) - MONTHLY EXPENDITURES REPORT					
Agency:				COUNTY USE ONLY	
Contract #				TOTAL EXPEDITURES	
Project Name:		Month/Year:	Invoice #:		
				INELIGIBLE EXPEDITURES	
		Service Date From:	Service Date To:		
				TOTAL ELIGIBLE EXPEDITURES	
Contract Period:	09/13/2023-08/31/2024			$ -	
SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Month Expenditures	Prior Expenditures	Cumulative Expenditures	Balance Remaining
$ -		$ -	$ -	$ -	$ -

I CERTIFY THAT, (a) all applicable provisions under the terms of the contract and the Homeless Housing, Assistance and Preventon Program regulations (CA Health and Safety Code 50210 - 50215) have been complied with; (b) all applicable laws have been complied with; and (c) I understand I may be required to repay the County of San Bernardino for ineligible expenditures or ineligible payments inadvertently approved for disbursement.

PREPARED BY (signature):	PHONE #	APPROVED BY (signature):	PHONE #:
PRINT NAME AND DATE:		PRINT NAME AND DATE:	

I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHAP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200: (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertenly approved for reimbursement.

COUNTY USE ONLY			
Audited By (signature):	Date:	Verified By (signature):	Date:
Print Name:		Print Name:	
Approved By (signature):		Date:	
Print Name:			

EXHIBIT 8

EXPENDITURE REPORT CHECKLIST

HHAP Monthly Expenditure Report – Checklist

Please use this checklist to assure that all supporting documents are submitted with the HHAP Monthly Expenditure Report for activities relating to HHAP Services, Rental Assistance, etc. The Office of Homeless Services (OHS) reserves the right to request additional documents as required.

I. General HHAP Requirements: The following documentation constitute a complete HHAP Monthly Expenditure Report

- ☐ Monthly Expenditure Report is completed, signed, and approved by HHAP contractor/awardee
- ☐ HMIS Program Roster Report
- ☐ Homeless Status Certification for each adult individual assisted (Exhibit E)
- ☐ Invoices for expenditures
- ☐ Receipts for expenditures
- ☐ Proof of payment: copy of negotiated check, bank statement showing electronic funds transfer (EFT), credit card statement, payroll register, etc.
- ☐ Staff mileage log for claimed mileage

General HHAP Eligible Cost

- Staff Salaries
  - ☐ Copy of paystub indicating staff performed HHAP eligible activity
  - ☐ Copy of timesheet indicating staff performed HHAP eligible activity
  - ☐ Copy of invoice for staff performing HHAP eligible activity

II. Services

- **Outreach and Coordination**
  - ☐ Verification of salary(ies) of staff providing HHAP eligible activity
  - ☐ Copy of staff cell phone bill for HHAP eligible activity
  - ☐ Copy of mileage log for staff travel using vehicle to visit HHAP participants
  - ☐ Copy of mileage log for transporting unsheltered individuals to emergency shelters, medical appointment, job interviews, etc.
  - ☐ Copy of public transportation costs for HHAP participants
  - ☐ Copy of receipt(s) for survival aid items (e.g., hygiene packs, blankets, clothing, food, water, etc.)
  - ☐ Copy of receipts for animal services (e.g., food, grooming, veterinary services)
- **Prevention / Shelter Diversion**
  - ☐ Verification of salary(ies) of staff providing HHAP eligible activity
  - ☐ Proof of loss of housing within 14 days (e.g., eviction notice, pay or quit notice, etc.)
  - ☐ Copy of shut-off notice
  - ☐ Proof of payment for rent or utilities

- ☐ Itemized list of other items
- ☐ Receipts

- **Navigation Services**
  - ☐ Verification of salary(ies) of staff providing HHAP eligible activity

- **Case Management**
  - ☐ Verification of salary(ies) of staff providing HHAP eligible activity
  - ☐ Copy of invoice of sub-contractor providing HHAP eligible activity

- **Other**
  - **Transportation**
    - ☐ Receipts for bus tickets, taxi, Uber/Lyft, etc.
  - **Survival aid (hygiene packs, blankets, clothing, food, water, etc.)**
    - ☐ Itemized list of items
    - ☐ Copy of receipt(s) for survival aid items (e.g., blankets, clothing, food, water, etc.)
  - **Food and/or meal vouchers**
    - ☐ Itemized list for items
    - ☐ Copy of receipt(s)
  - **Animal Services (e.g., food, veterinary services, etc. for companion animal)**
    - ☐ Itemized list of items/services
    - ☐ Receipts

III. Rental Assistance (RA) or Subsidies (RA - HHAP1 only)

- **Rapid Re-Housing Programs**
  - ☐ Verification of salary(ies) of staff providing HHAP eligible activity
  - ☐ Copy of lease agreement and/or rental assistance agreement
  - ☐ Copy of utility turn-on
  - ☐ Proof of Payment
  - ☐ Housing Inspection Form
  - ☐ Homeless Status Certification for each adult individual assisted (Exhibit E)

- **Eviction Prevention Strategies**
  - ☐ Verification of salary(ies) of staff providing HHAP eligible activity
  - ☐ Proof of loss of housing within 14 days (e.g., eviction notice, pay or quit notice, etc.)
  - ☐ Copy of shut-off notice

- ☐ Proof of Payment

- **Proof of payment for rent or utilities**
  - ☐ Verification of salary(ies) of staff providing HHAP eligible activity
  - ☐ Proof of loss of housing within 14 days (e.g., eviction notice, pay or quit notice, etc.)
  - ☐ Copy of shut-off notice
  - ☐ Proof of payment for rent or utilities

IV. Homeless Youth Set Aside

- ☐ Verification of salaries of staff providing HHAP eligible Homeless Youth Set-Aside
- ☐ Copy of lease agreement or rental assistance agreement
- ☐ Copy of utility turn-on
- ☐ Documentation of payment
- ☐ Receipts for transportation (bus tickets, taxi, Uber/Lyft, etc.)
- ☐ Receipts for food
- ☐ Receipts for clothing, school supplies, etc.

EXHIBIT 9

DISBURSEMENT REQUEST

HOMELESS HOUSING ASSISTANCE AND PREVENTION PROGRAM - DISBURSEMENT REQUEST					
Agency:				COUNTY USE ONLY	
Region:				REQUEST NUMBER	
Project Name:		Date of Request:		CONTRACT AMOUNT	
				DISBURSEMENTS	
Contract Number:		Service Date From:	Service Date To:	SUBTOTAL	$ -
				AMOUNT APPROVED	
Contract Period:				CONTRACT BALANCE	$ -

FUNDING REQUEST SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Funding Request	Prior Requests	Cumulative Funding Requests	Balance Remaining
		$ -	$ -	$ -	$ -

Provide a complete explanation below for each the following:

1. How Agency will use requested funding.
   Use Funding Request - Expenditures and Funding Request - Number Served forms to breakdown expenditures and number served by Activity.
2. If amount requested is more or less than the quarterly amount, why.
3. If the current request is less than three (3) months since the prior request, why.
4. Add any other explanation(s) pertinent to this funding request (e.g., why no funding requested).

I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHAP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200: (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertently approved for reimbursement.

PREPARED BY (signature):	PHONE #:	APPROVED BY (signature):	PHONE #:
Print Name:	Date:	Print Name:	Date:

The Homeless Housing Assistance & Prevention Program - Funding Request form must be approved by an authorized signature.

COUNTY USE ONLY			
Audited By (signature):	Date:	Approved by (signature):	Date:
Print Name:		Print Name:	

560 East Hospitality Lane, Suite 200, San Bernardino, CA 92415-0052 | Phone: 909.501.0600 Fax: 909.501.0646

www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Homeless Services

Diane Rundles
Assistant Executive Officer

Carrie Harmon
Director, Community Development & Housing

Marcus Dillard
Chief of Homeless Services

September 10, 2024

City of Redlands
Attn: David Rabindranath
35 Cajon Street, Suite 222
Redlands, CA 92373

Re: Homeless Housing, Assistance and Prevention Program- Round 4 (HHAP-4)
Request for Applications (RFA)

Dear Agency:

We are pleased to inform you that the Interagency Council on Homelessness (ICH) has adopted the funding recommendations for the Central Region and your agency has been recommended to receive HHAP-4 funding in the amount of $300,000.00.

Please submit an updated Scope of Work, Performance Metrics, and a Budget reflective of the recommended award by Thursday, September 19, 2024 to annette.florez@hss.sbcounty.gov and copy homelessrfp@hss.sbcounty.gov.

This award is tentative and conditional upon completion of contract negotiations and contract approval by the San Bernardino County Board of Supervisors.

If you have any questions, please contact the Office of Homeless Services at 909-501-0610.

Sincerely,

Annette Florez, Programs Administrative Supervisor
Office of Homeless Services

cc: Marcus Dillard
Christopher Salazar

BOARD OF SUPERVISORS
COL. PAUL COOK (RET.) Vice Chairman, First District | JESSE ARMENDAREZ Second District | DAWN ROWE Chair, Third District | CURT HAGMAN Fourth District | JOE BACA, JR. Fifth District
Luther Snoke Chief Executive Officer

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/17/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: CM- Homeless Solutions

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Contractual Services	200120	6710	TBD	$ 300,000.00
				$ $ 300,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grant	200120	4401	TBD	$ 300,000.00
				$ $ 300,000.00

JUSTIFICATION: Acceptance of the HHAP-4 grant funds from the County of San Bernardino and State of California appropriate the funds pay for case management services associated with the Step Up In Redlands permanent supportive housing facility.

Requested By: Christopher Boatman
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Case Management Services related to maintaining and operating a Project HomeKey facility in Redlands, California ("Agreement") is made and entered in this 17th day of December 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Step Up on Second Street, Inc., a California 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 a Homeless Housing Assistance and Prevention Program (HHAP 4) Grant from the County of San Bernardino utilizing Step Up on Second as a subcontractor to provide Case Management Services at the Step Up In Redlands Homekey project.

1.2 City hereby engages Provider to provide case management services related to maintaining and operating a Project HomeKey facility in Redlands, California, 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 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 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 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 two (2) years commencing as of the Effective Date, 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 HHAP 4 Grant as shown in Exhibit "B", for which Services are associated as required by this Agreement. Submission of monthly expenditure report must be provided to the City no later than 15 days after the end of each month

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 Total compensation for Contractor's performance of the Services shall not exceed the amount of Three Hundred Thousand Dollars ($300,000). City shall pay Provider on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Rate Sheet," which is attached hereto and incorporated herein by this reference.

5.2 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	Ivan Garcia, Senior Director of Programs
City of Redlands	Step Up on Second Street, Inc.
35 Cajon Street	1328 Second Street

P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

Santa Monica, CA 90401
IGarcia@stepup.org
(909) 963-5335 Ext. 1902

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 either party, in its sole discretion, by providing not less than thirty (30) days prior written notice to Provider or City of their intent to terminate. If this Agreement is terminated, 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 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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: _____
, Mayor

STEP UP ON SECOND STREET, INC.

By: _____
Ivan Garcia, Senior Director of Programs

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Case management will be provided onsite at Step Up on Second Homekey Redlands site located at 1675 Industrial Park Avenue, Redlands, CA 92374. Frequency is dependent on members' acuity levels as outlined in individualized service plan (ISP). Frequency ranges from multiple times a week to once a month to equip and improve resident quality of life. Service Coordinators are available Monday – Friday (except holidays), during regular business hours (8:00 AM-4:30 PM) for a total of 40 hours per week.

- Linkages to all services, including increasing income, linkages to mainstream benefits, vocational services, basic life skills development, food resources, mental health services, connection to health care services, in-home supportive services, securing identification cards, driver's license, and birth certificates, SSI, Medicaid, nutrition services, and other essential entities to increase independence.
- Referrals to mental and physical health services: Linkage to primary care physician, mental health providers, or community health clinic. On site linkage support through Health Homes, ILOS, ECM.

Performance Metrics

- Prevention of new instances of homelessness: Through proactive case management and early intervention strategies. The project will hold a 90% retention rate.
- Data tracking: Utilize Homeless Management Information System (HMIS) data to track housing status, duration of homelessness, and retention rate.
- Assessment of client need: Conduct annual assessments of clients housing stability and service engagement.

Performance Measurement Requirements

Measurement	Outcome
# of households *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	98 households
# of people served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	120 of Persons
# of households to achieve housing stability	88 Households
# of persons to achieve housing stability	108 Persons
Percentage of persons exiting back into Homelessness	No more than 10%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	90%
Percentage of eligible and willing person to maintain or increase income/employment	90%

Staffing Profile

- Program Manager (.25 FTE)
- Service Coordinator I (1.85 FTE)
- Total=2.10 FTE

EXHIBIT "B"

Exhibit 2 – Fiscal Provisions
From the HHAP 4 Grant Agreement Between
County of San Bernardino
and
City of Redlands

EXHIBIT 2

FISCAL PROVISIONS

A. Method, Time, and Conditions of Payment

a. CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed $300,000. Said funds shall be spent according to the Budget shown below.

Agency: City of Redlands Budget December 3, 2024, through June 30, 2027			
Eligible Use Category	**Award/Allocation**	**Service Unit (Individuals)**	**Average Cost per client**
Operating Subsidies:			
• Case Management	$300,000	120	$2,500
Total Award	$300,000.00	120 Individuals	$2,500 per client

Note: The table above may be changed (without changing the Total amount) with written approval from OHS.

b. CONTRACTOR's expenses will only be utilized for eligible costs. CONTRACTOR shall submit Expenditure Reports (see **EXHIBIT 7 – EXPENDITURE REPORT**) of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.

c. With each Expense Report of eligible costs, CONTRACTOR shall submit:

1. All general and approved activity specific items identified in the Expenditure Report Checklist of the Comprehensive HHAP-4 (see **EXHIBIT 8 – HHAP-4 EXPENDITURE REPORT CHECKLIST**).

2. If the required supporting documentation is not provided, COUNTY may delay advancements until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract.

3. The following items shall be submitted for Case Management and Service Coordination:

   i. Cost allocation reports covering the month claimed for the HHAP-4 program.

4. The following must be submitted for employee wages and fringe benefits claimed:

   i. Employee Time and Activity Logs for each employee that includes date work was performed, description of work, notes, eligible activity, hours worked for the day, total number of hours worked related to project worked and signed by employee and supervisor.

   ii. Time sheet that details all hours worked, including holiday, vacation, sick and any other time charged to contract.

   iii. Proof of direct deposit which includes employee's full name, hourly rate, taxes, benefits, total amount that was deposited into the employee's account.

iv. Payroll Registers for the pay periods included in the claim.

v. Proof of payment for all fringe benefits premiums claimed for reimbursement.

5. At least once per fiscal year provide:

   i. Worker's Compensation Insurance rates for each class of employee charged to the program.

   ii. Fringe benefits premium rates with a breakdown of the employee and employer's contributions. Contractor will not be compensated for the employee's contribution to fringe benefits premiums (if applicable).

   iii. Rate of employer's contribution to employee retirement accounts (if applicable).

6. For all non-payroll related expenses submit copies of receipts, invoices, or bill expenses with reimbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

7. The following items shall be submitted for Rapid Rehousing and Rental Assistance:

   i. Submit copies of leases, rental assistance agreements, receipts, invoices, or bill expenses with reimbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

8. Travel expenses must be kept in a mileage log and have maps associated with each of the trips. The log should maintain a start and end vehicle mileage with the total number of miles traveled and for what purpose. All travel claimed must be associated with the HHAP-4 program.

d. All complete reports submitted in a timely manner shall be processed within thirty (30) calendar days.

e. All HHAP-4 funds shall be expended by the termination date of this Contract.

f. Expenditure Deadlines:

Percentage of HHAP-4 Award That Must be Expended	Milestone Deadlines
20%	120 Days after Execution of Contract
50%	364 Days after Execution of Contract
75%	310 Days Prior to the Expenditure Deadline

g. CONTRACTOR must expend:

1. No less than fifty percent (50%) of HHAP-4 funds by December 31, 2025.

2. One hundred percent (100%) of HHAP-4 funds by May 14, 2027.

3. "Expend" means all HHAP-4 funds obligated under this Contract or subcontracts have been fully paid and receipted, and no invoices remain outstanding.

   Reports submitted by the CONTRACTOR will be used to ensure that CONTRACTOR is on track to expend fifty percent (50%) of HHAP-4 funds by December 31, 2025, and one hundred percent (100%)

of HHAP-4 funds by May 14, 2027. CONTRACTOR may submit a request to OHS prior to December 31, 2025, if CONTRACTOR is not on track to expend 50% of the HHAP-4 funds by December 31, 2025, proposing an alternative expenditure rate to meet the May 14, 2027, 100% expenditure deadline with justification. The Chief of Homeless Services may approve, modify, or deny such request.

If, by August 24, 2026, CONTRACTOR has not submitted reports showing an expenditure of at least seventy five percent (75%) of the HHAP-4 funds, the remaining twenty percent (25%) will be returned and reallocated.

h. HHAP-4 funds may not be obligated and expended prior to the effective date of this Contract. "Obligate" means that CONTRACTOR has placed orders, entered into sub-contracts, received services, or entered into similar transactions that require payment from the Contract award.

i. All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of HHAP-4 funds must be used for HHAP-4 eligible activities. Documentation of all expenditures and accrued interest shall be reported on the forms provided by OHS (see **EXHIBIT 7 – Expenditure Report**).

j. Any housing-related activities funded with HHAP-4 funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

k. CONTRACTOR confirms that rental assistance will be issued directly to a property owner, or an agent authorized to act on behalf of a property owner.

l. For all programs and services for which there are sources of funds in addition to COUNTY funds as provided under this Contract, CONTRACTOR shall provide proof of such funding. CONTRACTOR must be able to account for the receipt, obligation and expenditure of funds.

    1. The COUNTY shall NOT pay for any services provided by CONTRACTOR which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

m. The COUNTY reserves the right to reduce the Contract award when the COUNTY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the Contract term or if it is determined that costs incurred are not in conformance with eligible costs as defined in Health and Safety Code Section 50214. Changes in the Contract award will be done after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendment(s).

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

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

p. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by COUNTY. CONTRACTOR shall not use current year funds to pay prior or future year obligations. Disbursements to Contractor are Net 30.

q. Funds made available under this Contract shall not supplant any federal, state or any governmental

funds intended for services of the same nature as this Contract. CONTRACTOR shall not claim reimbursement or payment from COUNTY for, or apply sums received from COUNTY with respect to that portion of its obligations that have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the COUNTY.

r. CONTRACTOR shall adhere to the COUNTY's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the COUNTY. In addition, CONTRACTOR is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

A.1 Documentation of Costs and Other Financial Reporting

a. CONTRACTOR will be required to maintain books, records, documents, and other evidence directly related to the performance of work in accordance with Generally Acceptable Accounting Procedures. Costs shall be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

b. The CONTRACTOR shall retain all documentation related to the services provided and all financial records associated with this Agreement for a period of five (5) years following the termination of this contract. Such records shall be made available for inspection upon reasonable request by the COUNTY during this retention period.

c. All accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible, and upon reasonable notice, the COUNTY shall have the right to audit the records of the CONTRACTOR as they relate to the Contract and the activities and services described herein.

CONTRACTOR shall also:

1. Maintain an effective system of internal fiscal control and accountability for all HHAP-4 funds and property acquired or improved with HHAP-4 funds, and make sure the same are used solely for authorized purposes.

2. Keep a continuing record of all disbursements by date, payment method, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the CONTRACTOR's accounting records.

3. Maintain payroll, financial, and expense reimbursement records for a minimum period of five (5) years after the termination of this Contract.

4. Permit inspection and audit of its records with respect to all matters authorized by this Contract by representatives of the County at any time during normal business hours and as often as necessary.

5. Inform the COUNTY concerning any funds allocated to CONTRACTOR, that the CONTRACTOR anticipates will not be expended during the term of this Contract.

6. Repay the COUNTY any funds in its possession at the time of the termination of this Contract that may be due to the COUNTY (e.g., ineligible costs, unexpended funds, etc.).

A.2 Funding

a. This Contract is valid and enforceable only if sufficient funds are made available to COUNTY by legislative appropriation. In addition, this Contract is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether Federal or those of the State, or of any agency,

department, or any political subdivision of Federal or the State governments, which may affect the provisions, terms or funding of this Contract in any manner.

b. CONTRACTOR must establish and maintain effective internal controls over all funding awarded to CONTRACTOR by the COUNTY to provide reasonable assurance that CONTRACTOR complies with Federal, State, and COUNTY statutes, regulations, and terms and conditions of the Contract.

c. COUNTY may base funding for CONTRACTOR upon positive performance outcomes, which OHS will monitor throughout the year.

d. CONTRACTOR must be able to demonstrate that HHAP-4 funds were expended for eligible uses to benefit members of the Target Population.

e. Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's program budget (see **EXHIBIT 1 – HHAP-4 AWARD BY CATEGORY**). Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

f. CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fundraising activities.

A.3 Ineligible Costs

a. HHAP-4 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of HHAP-4 and the eligible uses identified in California Health and Safety Code Sections 50218 and 50219.

b. The COUNTY or the State reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract. If CONTRACTOR or its Subcontractors use HHAP-4 funds to pay for ineligible activities, Contractor shall be required to reimburse these funds to the COUNTY within thirty (30) days of the request.

    1. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the COUNTY by CONTRACTOR.

    2. The State, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP-4 funds.

    3. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP-4 funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of CONTRACTOR and services or housing capacity will be lost as a result of these funds ending, HHAP-4 funds may be used to maintain the service or program and are not considered supplanting [examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as Homeless Emergency Aid Program (HEAP) grant].

A.4 Withheld Payments

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Contract.

A.5 Disallowance

a. If CONTRACTOR receives payment under this Contract which is later disallowed by COUNTY for nonconformance with this Contract, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent HHAP-4 funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

b. If it is determined that a CONTRACTOR falsified any certification, RFA information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of HHAP-4 award to COUNTY, and may CONTRACTOR be prohibited from any further participation in HHAP-4. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.6 Fiscal Accountability

a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.

b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.7 Financial Management

a. Review, understanding, and certification that quarterly expenditure reports submitted to the COUNTY meet eligible expenses under HHAP-4 and State requirements. The COUNTY shall have no obligation to advance or pay CONTRACTOR with any funds other than HHAP-4 funds (with the exception of CONTRACTOR receiving a HHAP-5 AWARD) the COUNTY receives from the State.

b. CONTRACTOR attests that by submitting a monthly expenditures report to OHS, it has completed all due diligence necessary and verified eligibility for HHAP-4 funding. CONTRACTOR shall be required to repay COUNTY for non-eligible expenditures that may inadvertently be processed by the COUNTY.

c. Subsequent disbursements after the first disbursement, are dependent upon CONTRACTOR properly documenting the expenses/expenditure reports to cover the previous disbursement.

A.8 Budget Changes

a. CONTRACTOR agrees that no changes shall be made to CONTRACTOR's HHAP-4 budget without first obtaining prior approval. No more than the amounts specified in **EXHIBIT 1 – HHAP-4 AWARD BY CATEGORY** may be spent for the separate cost categories specified in the budget summary. Any changes to this Contract must be requested by CONTRACTOR in writing through OHS. Changes must be approved by the COUNTY and/or the State.

A.9 Budget Amendments

a. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the CONTRACTOR in writing within 180 days of the contract expiration.

A.10 Equipment and Other Property

a. All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with HHAP-4 funds received under the terms of this Contract which has a life

expectancy of one (1) year or more shall be the property of the COUNTY and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the COUNTY when the Contract is terminated. Additional terms are as follows:

1. The purchase of any furniture or equipment which was not included in CONTRACTOR's approved budget, shall require the prior written approval of the COUNTY, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's services or activities under the terms of the Contract. The COUNTY may refuse approval for any cost resulting from such items purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from the COUNTY.

2. Before equipment purchases made by CONTRACTOR are approved by the COUNTY, CONTRACTOR must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.

3. CONTRACTOR shall submit an inventory of equipment purchased under the terms of this Contract as part of the expenditures report for the month in which the equipment is purchased. CONTRACTOR must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding COUNTY's capitalization threshold of $5,000 must be depreciated.

4. No costs incurred prior to the Contract commencement date shall be eligible for reimbursement with HHAP-4 funds.

5. Upon termination of this Contract, CONTRACTOR will provide a final inventory to the COUNTY and shall at that time query the COUNTY as to requirements, including the manner and method in returning equipment to the COUNTY. Final disposition of such equipment shall be in accordance with instructions from the COUNTY.

A.11 Final Advance

Unless approved by OHS in writing, all final requests for disbursement of authorized HHAP-4 expenditures under this Grant must be submitted to OHS no later than January 1, 2027.

EXHIBIT "C"

RATE SHEET

Eligible Uses/Description of Services:	
Salaries and fringe benefits for Service Coordinator 1 and Program Manager	Based on actual rate, supported by timesheet, payroll report, and proof of direct deposit which includes employee's full name, hourly rate, taxes, benefits, total amount that was deposited into the employee's account.
Supplies, Equipment, Software, Telephone, Communications, Insurance and Staff training/travel	Actual Cost. Submit copies of receipts, invoices, along with proof of payments (i.e., copy of cancelled checks, bank statements, or credit card) and proof that the credit card was paid, if a credit card was used.
Mileage	Current IRS Rate. Travel expenses must be kept in a mileage log and have maps associated with each of the trips. The log should maintain a start and end vehicle mileage with the total number of miles traveled and for what purpose. All travel claimed must be associated with the HHAP-4 program.

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.

STEP UP ON SECOND STREET, INC.

By:_____ Date: _____

Ivan Garcia, Senior Director of Programs

City Council Meeting **K. 6.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the sole source Professional Services Agreement with Dyett & Bhatia, Urban and Regional Planners, to include an additional Scope of Services, an increase to the Agreement by $21,600 from $129,800 to a total aggregate amount not-to-exceed $151,400, to extend the agreement term to December 31, 2025, and determine that the proposed action is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

MOTION(S):

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

1. I move that City Council determine that approval of the First Amendment to the Professional Services Agreement with Dyett & Bhatia Urban and Regional Planners is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the First Amendment to the Professional Services Agreement with Dyett & Bhatia.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the sole source Professional Services Agreement with Dyett & Bhatia, Urban and Regional Planners (Dyett & Bhatia), to amend the Scope of Services, increase the total not-to-exceed amount to $151,400.00 and extend the term of the Agreement to December 31, 2025.

DISCUSSION:

On December 19, 2023 (Agenda Item No. I-2), an agreement in the amount of $129,800.00 was approved by the City Council for professional services related to the preparation of the City's Climate Action Plan Update. The proposed First Amendment to the sole source Professional Services Agreement with Dyett & Bhatia will allow for continued work on the project and progress being made to update the Climate Action Plan. Due to unforeseen additional time needed to obtain data to prepare the updated greenhouse gas (GHG) inventory and Progress Report and candidate strategies, the Project Schedule (Exhibit "B" of the Agreement) has correspondingly been extended, and a contract extension is needed to perform the remaining work described in the Scope of Services (Exhibit "A" of the Agreement).

Additionally, effective January 1, 2026, Assembly Bill No. 98 of the State of California will require all cities and counties in the warehouse concentration region (which includes Redlands) to update its circulation element to include truck routes, as specified in Government Code Section 65302.02. The additional scope of services will ensure that the City’s General Plan is consistent with the requirements in Government Code Section 65302.02(c) for the applicable warehouse concentration region. Dyett & Bhatia previously prepared the City's 2035 General Plan in 2016-17 and can readily complete the required work. Based on the State's requirements, an amendment to the project budget is required to provide funding for this additional task.

Approval of the First Amendment to the sole source professional services agreement with Dyetta & Bhatia is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. There is no possibility that the approval of this First Amendment to the sole source agreement with Dyett & Bhatia may result in a significant effect on the environment.

ALTERNATIVES:

The City Council may elect not to approve the First Amendment and provide staff with direction.

STRATEGIC PLAN:

Supports Priority D - Sustainability

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
Brian Foote, City Planner/Planning Manager

PREPARED BY:
Tricia Munoz, Development Services Management Analyst

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$21,600
Budgeted Y/N:	N
Account No.:	101164-6106

Discussion:

There is no additional impact on the General Fund, sufficient appropriation exists in the Development Services Department Planning Division 2024-2025 Budget (101164-6106). This action will increase the total agreement amount from $129,800 by $21,600 to an aggregate total amount not-to-exceed $151,400.

Attachments

First Amendment Dyett & Bhatia
Original Agreement_Dyett & Bhatia

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of professional environmental consulting services to update the City's Climate Action Plan ("Agreement"), dated December 19, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Dyett & Bhatia, Urban and Regional Planners, a California corporation ("Consultant"), is made and entered into this 17th day of December 2024.

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on December 19, 2023, for the provision of professional environmental consulting services related to updating the City's Climate Action Plan;

WHEREAS, it is the desire of the Parties to amend their existing Agreement, specifically to expand the Scope of Services, increase the total not-to-exceed amount of the Agreement, and extend the deadline for the performance of the services by the Consultant.

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

AGREEMENT

Section 1. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by December 31, 2025, unless the services are terminated earlier as provided for herein."

Section 2. Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Fifty-One Thousand Four Hundred Dollars ($151,400). City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit "C," titled "Budget," which is attached hereto and incorporated herein as reference.

Section 3. Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended as shown in Attachment "1," attached to this Amendment.

Section 4. Exhibit "B" of the Agreement, entitled "Project Schedule," is hereby amended as shown in Attachment "2," attached to this First Amendment.

Section 5. Exhibit "C" of the Agreement, entitled "Budget," is hereby amended as shown in Attachment "3," attached to this First Amendment.

Section 6. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

Section 7. The recitals above are true and correct and are hereby incorporated herein by this reference.

Section 8. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of December 17, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

DYETT & BHATIA,
URBAN AND REGIONAL PLANNERS

By: _____
Rajeev Bhatia, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

Attachment 1

EXHIBIT "A"

SCOPE OF SERVICES

Redlands Climate Action Plan Update

SCOPE OF WORK

This section outlines the proposed work program for the Redlands CAP Update. The CAP will be designed to meet the latest State requirements and guidelines. The program is organized into four tasks in two phases: The first phase is an evaluation of progress that sets up for the second phase, which would involve updates to the CAP. The sequence of work products, community meeting/survey, and Planning Commission and City Council meetings are also incorporated in the scope. Each task is followed by a table summary of deliverable formats and content.

Initials in parentheses identify the lead firm for each sub-task:

- **D&B:** Dyett & Bhatia, Urban and Regional Planners. D&B will lead the overall effort and community outreach.
- F&P: Fehr and Peers, Transportation Planners. F&P will provide vehicle miles traveled, transportation emission factors, and other transportation-related model inputs for existing and future conditions. F&P worked with D&B on the City's General Plan and the CAP in a similar role.

Phase I: Project Initiation, GHG Inventory Update, and Target Setting

TASK 1: PROJECT INITIATION

A. Conduct a Kickoff Meeting with City Staff (D&B). D&B will conduct a kickoff meeting with City staff to discuss their ideas for the project and identify key issues and opportunities. Roles and responsibilities will be clarified, and communication protocols

will be established. Agreement will be pursued on the scope of emissions activities to include in the CAP, key assumptions to be used in forecasts and targets, and parties responsible for providing needed emissions data.

B. Review Background Information (D&B). D&B will review the current 2017 Climate Action Plan, the 2035 General Plan, San Bernardino Council of Governments' (SBCOG's) San Bernardino County Regional Greenhouse Gas Reduction Plan (2021), 2022 CARB Scoping Plan, and other related documents and recent planning efforts. D&B will work with City staff to identify and collect updated data (electricity and natural gas consumption, water use, wastewater generation, and solid waste generation) to quantify existing GHG emissions.

C. **Ongoing Project Management (D&B).** D&B will conduct ongoing coordination with staff, as needed, in the form of emails and monthly check-in audio/video calls or meetings to discuss project status, key milestones, and any constraints or limitations encountered while completing the work. D&B will also prepare monthly progress reports to provide updates on project status and identify any potential risks to the scope or budget.

Meeting	*Products*
Project Kickoff Meeting	Monthly Progress Reports

TASK 2: GHG INVENTORY UPDATE AND PROGRESS REPORT

A. Prepare Baseline Community GHG Inventory (D&B). D&B will develop the 2022 (or the most recent year for which complete data is available) community inventory, consistent with the latest guidance from ICLEI – Local Governments for Sustainability (ICLEI) U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (2019). A unified set of socioeconomic data (population, jobs by industry, and households by type) is required to support inventory development; D&B will work with City staff to collect the requisite information, including the technical inputs described below, and establish these baseline numbers.

The community inventory will be compiled by emissions sector, using information from the City and other utility providers like Southern California Edison as well as regional agencies like the South Coast Air Quality Management District, the San Bernardino Council of Governments (SBCOG), and San Bernardino County Transportation Authority (SBCTA). Transportation sector emissions will be based on communitywide

vehicle miles traveled (VMT) estimates provided by F&P (see Task 2B).

B. Transportation Modeling (F&P). F&P will estimate and forecast VMT associated with residents, workers, students, visitors, etc. engaged in activities occurring within the City of Redlands using the San Bernardino Transportation Analysis Model (SBTAM) for current conditions, 2030 and 2045. The SBTAM+ (currently under development for the 2024 regional transportation plan) will be utilized if available when the project begins. Prior to preparing the VMT estimates, F&P will review and confirm land use and transportation system inputs to the "off-the-shelf" SBTAM for Redlands with D&B and City staff; this scope does not include land use modifications or new model runs.

The VMT will be calculated using the "RTAC" origin/destination methodology that tracks all trips to/from Redlands and assigns 100% of II, 50% of IXXI, and 0% of XX trips to the City. The VMT data will be provided for both passenger vehicles and trucks and provided by speed bin to assist with conversion into GHG emissions (see sub-task C); F&P will prepare a memo including tables summarizing the VMT data and will provide a brief description on the methodology used to calculate the VMT.

C. Develop Updated GHG Forecasts (D&B). Building on Tasks 2A and 2B, D&B will adjust the business-as-usual (BAU) forecasts of emissions by sector for 2030 and 2045 based on the anticipated citywide population and employment growth as projected from the 2035 General Plan and transportation projections from F&P. The adjusted forecasts will also consider foreseeable regulatory changes at the federal, state, and local levels, including SB X7-7 (water conservation), SB 100 (carbon-free electricity), Advanced Clean Cars Program, Renewables Portfolio Standard, and California Code of Regulations Title 24 CALGreen).

D. Updated GHG Inventory and Reduction Progress Report (D&B). D&B will prepare a Progress Report that synthesizes background information from Task 1B and the findings and recommendations from Tasks 2A through 2C. The report will provide an assessment of Redland's trajectory toward GHG reduction targets established in the 2017 CAP and identify need for additional GHG reduction.

E. Present Report to Decision-Makers (D&B). D&B will present the Progress Report at one meeting of the City Council and review additional reductions likely needed to comply with the new State targets. Presentation to the Planning Commission could also be done by building in an additional meeting.

Meetings	*Products*
	Updated GHG Inventory GHG Reduction Progress Report

Phase II: Climate Action Plan Strategy, Draft and Final Documents, and Environmental Review

TASK 3: CLIMATE ACTION PLAN STRATEGY

A. Confirm GHG Reduction Targets (D&B). The current (2017) CAP establishes GHG emission reduction targets for 2030 (40 percent below 1990 levels per EO B-30-15) and

for 2035 (linearly derived from 80 percent below 1990 levels by 2050 per EO S-3-05 for the General Plan horizon year). D&B will prepare and confirm with staff updated targets that align with the latest State requirements, including AB 1279 and EO B-55-18 to achieve carbon neutrality no later than 2045, which correspond to 85 percent below 1990 levels. Unlike the previous (2017) Scoping Plan, the 2022 Scoping Plan does not explicitly recommend efficiency metrics to demonstrate that local governments comply with these statewide targets. D&B will work with staff to develop GHG Reduction Targets that meet State requirements based on a review of the latest State and regional guidance.

B. Stakeholder Meetings (D&B). D&B will conduct up to two Zoom meetings with stakeholder groups to gather input and ideas from stakeholders and build a collaborative relationship for future CAP implementation. D&B will work with City staff to identify and reach out to stakeholders, such as staff from relevant City departments and other agencies, partner organizations and neighboring jurisdictions, and utility service providers.

C. Community Sustainability and Resiliency Planning Workshops (D&B). D&B will conduct two workshops—one in person and one on Zoom—covering the same materials, to provide community members attendance flexibility. The workshops will introduce the project, present findings from the GHG Inventory Progress Report (Task 1D), provide an opportunity to hear the community's goals and priorities for sustainability and resiliency, and vet initial ideas for candidate strategies (to be developed in Task 3C). Activities may include interactive polls, gamification, and other visualizations to help explain technical concepts and explore potential actions with the public. Results of the workshops will be summarized in a memorandum.

D. **Develop Candidate Strategies (D&B).** Once GHG reduction targets have been confirmed, D&B will conduct a gap analysis to determine the amount of local reductions that would be required to meet the targets. D&B will compile and evaluate candidate GHG mitigation measures, including those from the current 2017 CAP, and other existing City policies, recent environmental impact reports (EIRs) and CAPs from other cities, and best practices throughout California. It is assumed that the City would provide any relevant data, as available. to quantify reductions from existing City programs. The range of programs will address:

- Energy efficiency and conservation
- Increased use of alternative energies in transportation and buildings (such as building insulation and solar energy)
- Waste prevention, reduction, and diversion
- Education and motivation

The updated CAP would reflect General Plan policies related to land use density and mix and strategies to enhance alternative transportation (pedestrian, bicycle, and transit) and identify any additional opportunities for improvement as feasible. In addition to programs that may result in GHG reduction from new development, strategies to reduce emissions from existing development will also be explored. The list of potential/ candidate programs will be submitted to City staff for approval prior to further evaluation.

E. **Evaluate GHG Reduction Measures (D&B).** Using the screened list of potential programs provided by the City, D&B will work with City staff to evaluate each program against:

- Degree of local jurisdictional control
- Ease of implementation and enforcement, roughly estimated (low, moderate, high)
- Private and City cost of implementation, roughly estimated (low, moderate, high)
- Co-benefits of the measure, such as cost savings or air quality benefits

It is assumed that about 15 to 20 measures would be evaluated in detail. As part of the co- benefits analysis, D&B will consider financial feasibility of GHG reduction measures such as by identifying federal, state, local, and other potential funding sources (e.g., eligible projects and programs, funding amounts, and schedules for application and award of funds) and implementation mechanisms linked to specific GHG reduction programs and projects to be included in the CAP.

D&B will deliver a summary of methodology and a matrix with each potential measure and its reduction potential toward each established reduction target year. D&B will confirm that the sum of these reductions can reach the targets confirmed by the City in Task 3A. If the sum does not reach the target, then D&B will select additional mitigation measures from the original program mix (Task 3D) or other sources to be evaluated by D&B for GHG reduction potential until the citywide target can be met.

F. **Online Community Survey on Climate Action Strategies (D&B).** D&B will conduct an online survey using Survey Monkey to help develop and select GHG reduction strategies so that they maximize co-benefits and reflect community priorities. City staff will advertise the survey on social media, translate the survey in Spanish, and collate Spanish open-ended question responses; D&B will coordinate with City staff in these efforts.

G. **Outline Preferred Strategy (D&B).** D&B and City staff will work together to select a suite of feasible mitigation measures and a related implementation program.

- *Determine Program Mix*. D&B will prepare a matrix/brief memo recommending a set of mitigation measures, based on the program evaluations and final emissions reduction target. City staff will review the evaluations and recommendations and determine which measures to recommend for adoption. The program mix selected will need to be able to feasibly achieve the selected target(s). This program mix selection will occur at a single time without multiple iterations.
- *Set Implementation Strategy.* City staff and D&B will work together to determine an implementation strategy for the City's selected mitigation program mix. Factors to consider will include required and optional measures, City actions vs. private actions, and measures that may only be triggered by certain conditions (project size, type, etc.).

Selection of the preferred approach will be led by the City with D&B participating in

up to two conference calls. The selected program mix will be combined with the preferred approach into a working Preferred Strategy document that will evolve into the Draft CAP.

H. **Planning Commission Study Session on Preferred CAP Strategy (D&B).** Emission reductions targets and any needed strategies will be reviewed with the Planning Commission. A list of potential strategies for future and likely emission reduction ranges from them will be included.

Meetings	*Products*
Stakeholder Meetings (up to 2) Community Workshops (2 – one in-person and one on Zoom) Planning Commission Study Session	Online Community Survey and Summary Memo List of Candidate CAP Strategies Preferred CAP Strategy

TASK 4: DRAFT AND FINAL CLIMATE ACTION PLAN AND ENVIRONMENTAL REVIEW

A. **Administrative Draft Climate Action Plan (D&B).** D&B will prepare an Administrative Draft CAP, using the materials and strategies developed Tasks 2 and 3. The CAP will include:

- Purpose and goals described in public-friendly terms, with an emphasis on articulating expected community benefits of implementing the CAP;
- An overview of global climate change and GHGs, including State and federal policies and regulatory actions;
- A summary of the City's GHG emissions inventory and reduction target(s);
- A comprehensive, citywide strategy to manage and reduce future GHG emissions, including targets;
- The roster of GHG emission reduction measures, each including estimated reduction impact and other evaluative factors;
- An implementation and monitoring program, with clear thresholds and methods of compliance established; and
- Recommendations for administration, timeline/phasing, and prioritization of next steps.

B. **Public Review Draft Climate Action Plan (D&B).** Comments from the City on the Administrative Draft will be provided as one consolidated set. D&B will then produce a Public Review Draft.

C. **CEQA Negative Declaration (D&B).** Climate Action Plans are subject to CEQA review. Because the CAP is likely to result in environmental benefits, a Negative

Declaration should likely suffice and is included in our scope. This review will be program level, and will not cover project-specific impacts, such as changes to infrastructure or site-specific improvements that may be undertaken subsequent to CAP adoption.

D. **Public Hearings (D&B).** D&B will conduct public review and successfully take the Draft CAP and related environmental documentation through the public hearing process. Our scope assumes one meeting each with the Planning Commission and the City Council. We will closely coordinate with City staff prior to the hearings to ensure that our presentations respond to specific questions and issues likely to be encountered during the hearings.

E. **Adopted Climate Action Plan (D&B).** Following public review by the City Council, documents will be revised to incorporate specific text and diagram changes made by the City Council at adoption, if any.

Meetings	*Products*
Planning Commission Hearing City Council Hearing	Draft and Adopted Climate Action Plan CEQA Negative Declaration

MEETINGS SUMMARY

Planning Commission/City Council	3
Stakeholder Meetings	Up to 2
Community Workshops	2

ADDITIONAL SCOPE OF SERVICES AND BUDGET

Task 1C: Ongoing Project Management

As described in Exhibit A of the Agreement, Task 1C includes monthly coordination meetings and progress reports, between City staff and D&B. A contract extension would require additional budget of $5,400 to conduct these administrative tasks for an additional year (through December 31, 2025).

Estimated cost for Additional Services: $5,400

MEETINGS SUMMARY

Meetings	Products
Coordination Meetings (monthly)	Monthly Progress Reports

A. (New) Task 5: Technical Support for Assembly Bill 98
Pursuant to AB 98 (Juan Carrillo, 2024), any proposed new or expanded logistics use developments must submit for approval a truck routing plan to and from the state highway system based on the City's latest truck route map, which must be updated in the General Plan Circulation Element by January 1, 2026 for cities in the warehouse concentration region. This task will also ensure that the City's standards are consistent with the requirements in Government Code Section 65302.02(c) for the warehouse concentration region.

B. AB 98 Truck Route GIS Analysis. D&B, in coordination with City staff, will conduct an interdepartmental meeting, such as with staff from the Municipal Utilities and Engineering and Management Services (GIS) departments, to confirm the applicable criteria in Government Code Section 65302.02 and corresponding data needs. City staff will provide D&B with relevant GIS data necessary for D&B to conduct the truck routes analysis, in addition to analysis pertaining to sensitive receptors and the corresponding buffers (900, 100, and 50 feet from the property line of sensitive receptors) within which certain logistics use facilities would be subject to additional requirements of Government Code Section 65098.2.

C. AB 98 Truck Route Map. D&B will compile work from Task 5A to prepare a new map for the Circulation Element of specific travel routes for the transport of goods, materials, or freight for storage, transfer, or redistribution to safely accommodate additional truck traffic and avoid residential areas and concentrations of sensitive receptors, as defined in Government Code Section 65098. D&B will package final GIS data for inclusion on the City's GeoHub and coordinate preparation of an online version of the AB 98 Truck Route map, as required by Sec. 65302.02(e), with City staff.

D. Public Outreach. Using information from the GIS analysis in Task 5A, D&B will conduct up to two (2) outreach events via Zoom, such as with identified sensitive receptors and other stakeholders including South Coast Air Quality Management District, in accordance with Government Code Sections 65302.02(f) and 65302.02(g). City staff will be responsible for adequately satisfying all filing and noticing requirements associated with the updated Circulation Element in the manner required under CEQA and/or other applicable regulations.

E. (Optional) Public Hearings. As needed, D&B will provide support to City staff and attend up to two hearings (assumed one Planning Commission and one City Council) to ensure successful adoption of the updated Circulation Element to include the new AB 98 Truck Route Map from Task 5B.

This work would require an additional budget of $16,200 as described below and included in the updated Budget – Exhibit "C".

Estimated cost for Additional Services:

- Task 5A. Truck Route GIS Analysis: $8,090
- Task 5B. AB 98 Truck Route Map: $4,090

- Task 5C. Public Outreach: $4,020
- (Optional) Task 5D. Public Hearings: $2,500
- Total additional cost: $16,200

Attachment 2

EXHIBIT "B"

PROJECT SCHEDULE

UPDATED PROJECT SCHEDULE

The following table shows the updated project schedule reflecting current project status as of November 8, 2024, and the anticipated time frame (by calendar quarters) through completion of remaining tasks, as described in Exhibit A of the Agreement, and additional services described in
the previous section of this memorandum.

Scope	*Task/Product*	*Anticipated Time Frame*
CAP Update	Project Initiation and Kick-Off	Quarter 1 2024
	GHG Inventory Progress Report	Quarter 2 2024
	GHG Reduction Candidate Strategies	Quarter 3 2024
	Community Outreach and Stakeholder Meetings	Quarter 3-Quarter 4 2024
	Preferred CAP Strategy	Quarter 1 2025
	Planning Commission Study Session	Quarter 1 2025
	Admin Draft Climate Action Plan	Quarter 2 2025
	Public Review Draft Climate Action Plan	Quarter 3 2025
	CEQA Negative Declaration	Quarter 3 2025
	Public Hearings and Adoption	Quarter 3-Quarter 4 2025
AB 98 Support	Initial Meeting with City Staff and Data Collection	Quarter 1 2025
	GIS Analysis	Quarter 1 2025
	AB 98 Truck Route Mapping	Quarter 1 2025
	Public Outreach	Quarter 1-Quarter 2 2025

Attachment 3

EXHIBIT "C"

BUDGET

The proposed budget is $129,800, broken down as follows. This budget covers all personnel and direct costs for Dyett & Bhatia and Fehr and Peers.

Task	*Sub-Task/Product*	*Budget*
1: Project Initiation	Project Initiation, Kick-Off, and Background Information Review	$1,500
	Ongoing Project Management and Coordination	$3,000
Task 1C (NEW)	Monthly Coordination Meetings	$5,400
Task 1 Subtotal		**$9,900**
2: GHG Inventory Update and Progress Report	Transportation Modeling	$15,000
	Baseline Community GHG Inventory, Updated Business As Usual GHG Forecasts, and GHG Progress Report	$22,000
	Decision-Maker Meeting Preparation and Presentation	$1,000
Task 2 Subtotal		**$38,000**
3: Climate Action Plan Strategy	GHG Reduction Targets, Candidate Strategies, and GHG Reduction Measures Evaluation	$12,000
	Stakeholder Meetings	$1,500
	Community Workshop (2; one-person, one Zoom)	$3,500
	Online Survey	$7,000
	Preferred CAP Strategy	$6,000
Task 3 Subtotal		**$30,000**
4: Draft and Final CAP and Environmental Review	Draft CAP	$35,000
	CEQA Negative Declaration	$8,000
	Public Hearings and Final CAP	$2,500
Task 4 Subtotal		**$45,500**
Task 5A. Truck Route GIS Analysis		$8,090
Task 5B. AB 98 Truck Route Map		$4,090
Task 5C. Public Outreach		$4,020

(Optional) Task 5D. Public Hearings	$2,500
Task 5 Subtotal (NEW)	**$16,200**
Subtotal of All Tasks	**$139,600**
Additional Meetings and Printing Allowance	**$11,800**
Grand Total	**$151,400**

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional environmental consulting services related to the updating the City's Climate Action Plan ("Agreement") is made and entered in this 19th day of December, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Dyett & Bhatia, Urban and Regional Planners, 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 professional environmental consulting services updating the City's Climate Action Plan 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 Brian Desatnik, Development Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by December 31, 2024, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation:

Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred twenty-nine thousand eight hundred dollars ($129,800). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Budget" which is attached hereto and incorporated herein by reference.

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

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

CITY:

Brian Desatnik
Development Services Director
City of Redlands
35 Cajon Street, Suite 20
P.O. Box 3005 (mailing)
Redlands, CA 92373
bdesatnik@cityofredlands.org
Phone: (909) 798-7555

CONSULTANT:

Rajeev Bhatia
President
Dyett & Bhatia,
Urban and Regional Planners
4001 Howe Street
Oakland, CA 94611
rajeev@dyettandbhatia.com
Phone: (415) 956-4300

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: _____
Eddie Tejeda, Mayor

DYETT & BHATIA,
URBAN AND REGIONAL PLANNERS

By: _____
Rajeev Bhatia, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Redlands Climate Action Plan Update

SCOPE OF WORK

This section outlines the proposed work program for the Redlands CAP Update. The CAP will be designed to meet the latest State requirements and guidelines. The program is organized into four tasks in two phases: The first phase is an evaluation of progress that sets up for the second phase, which would involve updates to the CAP. The sequence of work products, community meeting/survey, and Planning Commission and City Council meetings are also incorporated in the scope. Each task is followed by a table summary of deliverable formats and content.

Initials in parentheses identify the lead firm for each sub-task:

- **D&B:** Dyett & Bhatia, Urban and Regional Planners. D&B will lead the overall effort and community outreach.

- F&P: Fehr and Peers, Transportation Planners. F&P will provide vehicle miles traveled, transportation emission factors, and other transportation-related model inputs for existing and future conditions. F&P worked with D&B on the City's General Plan and the CAP in a similar role.

Phase I: Project Initiation, GHG Inventory Update, and Target Setting

TASK 1: PROJECT INITIATION

A. Conduct a Kickoff Meeting with City Staff (D&B). D&B will conduct a kickoff meeting with City staff to discuss their ideas for the project and identify key issues and opportunities. Roles and responsibilities will be clarified, and communication protocols will be established. Agreement will be pursued on the scope of emissions activities to include in the CAP, key assumptions to be used in forecasts and targets, and parties responsible for providing needed emissions data.

B. Review Background Information (D&B). D&B will review the current 2017 Climate Action Plan, the 2035 General Plan, San Bernardino Council of Governments' (SBCOG's) San Bernardino County Regional Greenhouse Gas Reduction Plan (2021), 2022 CARB Scoping Plan, and other related documents and recent planning efforts. D&B will work with City staff to identify and collect updated data (electricity and natural gas consumption, water use, wastewater generation, and solid waste generation) to quantify existing GHG emissions.

C. **Ongoing Project Management (D&B).** D&B will conduct ongoing coordination with staff, as needed, in the form of emails and monthly check-in audio/video calls or meetings to discuss project status, key milestones, and any constraints or limitations encountered while completing the work. D&B will also prepare monthly progress reports to provide updates on project status and identify any potential risks to the scope or budget.

Meeting	*Products*
Project Kickoff Meeting	Monthly Progress Reports

TASK 2: GHG INVENTORY UPDATE AND PROGRESS REPORT

A. **Prepare Baseline Community GHG Inventory (D&B).** D&B will develop the 2022 (or the most recent year for which complete data is available) community inventory, consistent with the latest guidance from ICLEI – Local Governments for Sustainability (ICLEI) U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (2019). A unified set of socioeconomic data (population, jobs by industry, and households by type) is required to support inventory development; D&B will work with City staff to collect the requisite information, including the technical inputs described below, and establish these baseline numbers.

The community inventory will be compiled by emissions sector, using information from the City and other utility providers like Southern California Edison as well as regional agencies like the South Coast Air Quality Management District, the San Bernardino Council of Governments (SBCOG), and San Bernardino County Transportation Authority (SBCTA). Transportation sector emissions will be based on communitywide vehicle miles traveled (VMT) estimates provided by F&P (see Task 2B).

B. **Transportation Modeling (F&P).** F&P will estimate and forecast VMT associated with residents, workers, students, visitors, etc. engaged in activities occurring within the City of Redlands using the San Bernardino Transportation Analysis Model (SBTAM) for current conditions, 2030 and 2045. The SBTAM+ (currently under development for the 2024 regional transportation plan) will be utilized if available when the project begins. Prior to preparing the VMT estimates, F&P will review and confirm land use and transportation system inputs to the "off-the-shelf" SBTAM for Redlands with D&B and City staff; this scope does not include land use modifications or new model runs.

The VMT will be calculated using the "RTAC" origin/destination methodology that tracks all trips to/from Redlands and assigns 100% of II, 50% of IXXI, and 0% of XX trips to the City. The VMT data will be provided for both passenger vehicles and trucks and provided by speed bin to assist with conversion into GHG emissions (see sub-task C); F&P will prepare a memo including tables summarizing the VMT data and will provide a brief description on the methodology used to calculate the VMT.

C. **Develop Updated GHG Forecasts (D&B).** Building on Tasks 2A and 2B, D&B will adjust the business-as-usual (BAU) forecasts of emissions by sector for 2030 and 2045 based on the anticipated citywide population and employment growth as projected from

the 2035 General Plan and transportation projections from F&P. The adjusted forecasts will also consider foreseeable regulatory changes at the federal, state, and local levels, including SB X7-7 (water conservation), SB 100 (carbon-free electricity), Advanced Clean Cars Program, Renewables Portfolio Standard, and California Code of Regulations Title 24 CALGreen).

D. **Updated GHG Inventory and Reduction Progress Report (D&B).** D&B will prepare a Progress Report that synthesizes background information from Task 1B and the findings and recommendations from Tasks 2A through 2C. The report will provide an assessment of Redland's trajectory toward GHG reduction targets established in the 2017 CAP and identify need for additional GHG reduction.

E. **Present Report to Decision-Makers (D&B).** D&B will present the Progress Report at one meeting of the City Council and review additional reductions likely needed to comply with the new State targets. Presentation to the Planning Commission could also be done by building in an additional meeting.

Meetings	*Products*
	Updated GHG Inventory GHG Reduction Progress Report

Phase II: Climate Action Plan Strategy, Draft and Final Documents, and Environmental Review

TASK 3: CLIMATE ACTION PLAN STRATEGY

A. **Confirm GHG Reduction Targets (D&B).** The current (2017) CAP establishes GHG emission reduction targets for 2030 (40 percent below 1990 levels per EO B-30-15) and for 2035 (linearly derived from 80 percent below 1990 levels by 2050 per EO S-3-05 for the General Plan horizon year). D&B will prepare and confirm with staff updated targets that align with the latest State requirements, including AB 1279 and EO B-55-18 to achieve carbon neutrality no later than 2045, which correspond to 85 percent below 1990 levels. Unlike the previous (2017) Scoping Plan, the 2022 Scoping Plan does not explicitly recommend efficiency metrics to demonstrate that local governments comply with these statewide targets. D&B will work with staff to develop GHG Reduction Targets that meet State requirements based on a review of latest State and regional guidance.

B. **Stakeholder Meetings (D&B).** D&B will conduct up to two Zoom meetings with stakeholder groups to gather input and ideas from stakeholders and build a collaborative relationship for future CAP implementation. D&B will work with City staff to identify and reach out to stakeholders, such as staff from relevant City departments and other agencies, partner organizations and neighboring jurisdictions, and utility service providers.

C. **Community Sustainability and Resiliency Planning Workshops (D&B).** D&B will conduct two workshops—one in person and one on Zoom—covering the same materials, to provide community members attendance flexibility. The workshops will introduce the project, present findings from the GHG Inventory Progress Report (Task

1D), provide an opportunity to hear the community's goals and priorities for sustainability and resiliency, and vet initial ideas for candidate strategies (to be developed in Task 3C). Activities may include interactive polls, gamification, and other visualizations to help explain technical concepts and explore potential actions with the public. Results of the workshops will be summarized in a memorandum.

D. Develop Candidate Strategies (D&B). Once GHG reduction targets have been confirmed, D&B will conduct a gap analysis to determine the amount of local reductions that would be required to meet the targets. D&B will compile and evaluate candidate GHG mitigation measures, including those from the current 2017 CAP, and other existing City policies, recent environmental impact reports (EIRs) and CAPs from other cities, and best practices throughout California. It is assumed that the City would provide any relevant data, as available. to quantify reductions from existing City programs. The range of programs will address:

- Energy efficiency and conservation
- Increased use of alternative energies in transportation and buildings (such as building insulation and solar energy)
- Waste prevention, reduction, and diversion
- Education and motivation

The updated CAP would reflect General Plan policies related to land use density and mix and strategies to enhance alternative transportation (pedestrian, bicycle, and transit) and identify any additional opportunities for improvement as feasible. In addition to programs that may result in GHG reduction from new development, strategies to reduce emissions from existing development will also be explored. The list of potential/ candidate programs will be submitted to City staff for approval prior to further evaluation.

E. Evaluate GHG Reduction Measures (D&B). Using the screened list of potential programs provided by the City, D&B will work with City staff to evaluate each program against:

- Degree of local jurisdictional control
- Ease of implementation and enforcement, roughly estimated (low, moderate, high)
- Private and City cost of implementation, roughly estimated (low, moderate, high)
- Co-benefits of the measure, such as cost savings or air quality benefits

It is assumed that about 15 to 20 measures would be evaluated in detail. As part of the co- benefits analysis, D&B will consider financial feasibility of GHG reduction measures such as by identifying federal, state, local, and other potential funding sources (e.g., eligible projects and programs, funding amounts, and schedules for application and award of funds) and implementation mechanisms linked to specific GHG reduction programs and projects to be included in the CAP.

D&B will deliver a summary of methodology and a matrix with each potential measure and its reduction potential toward each established reduction target year. D&B will confirm that the sum of these reductions can reach the targets confirmed by the City in Task 3A. If

the sum does not reach the target, then D&B will select additional mitigation measures from the original program mix (Task 3D) or other sources to be evaluated by D&B for GHG reduction potential until the citywide target can be met.

F. **Online Community Survey on Climate Action Strategies (D&B).** D&B will conduct an online survey using Survey Monkey to help develop and select GHG reduction strategies so that they maximize co-benefits and reflect community priorities. City staff will advertise the survey on social media, translate the survey in Spanish, and collate Spanish open-ended question responses; D&B will coordinate with City staff in these efforts.

G. **Outline Preferred Strategy (D&B).** D&B and City staff will work together to select a suite of feasible mitigation measures and a related implementation program.

- *Determine Program Mix.* D&B will prepare a matrix/brief memo recommending a set of mitigation measures, based on the program evaluations and final emissions reduction target. City staff will review the evaluations and recommendations and determine which measures to recommend for adoption. The program mix selected will need to be able to feasibly achieve the selected target(s). This program mix selection will occur at a single time without multiple iterations.
- *Set Implementation Strategy.* City staff and D&B will work together to determine an implementation strategy for the City's selected mitigation program mix. Factors to consider will include required and optional measures, City actions vs. private actions, and measures that may only be triggered by certain conditions (project size, type, etc.).

Selection of the preferred approach will be led by the City with D&B participating in up to two conference calls. The selected program mix will be combined with the preferred approach into a working Preferred Strategy document that will evolve into the Draft CAP.

H. **Planning Commission Study Session on Preferred CAP Strategy (D&B).** Emission reductions targets and any needed strategies will be reviewed with the Planning Commission. A list of potential strategies for future and likely emission reduction ranges from them will be included.

Meetings	*Products*
Stakeholder Meetings (up to 2) Community Workshops (2 – one in-person and one on Zoom) Planning Commission Study Session	Online Community Survey and Summary Memo List of Candidate CAP Strategies Preferred CAP Strategy

TASK 4: DRAFT AND FINAL CLIMATE ACTION PLAN AND ENVIRONMENTAL REVIEW

A. **Administrative Draft Climate Action Plan (D&B).** D&B will prepare an Administrative Draft CAP, using the materials and strategies developed Tasks 2 and 3. The CAP will include:

- Purpose and goals described in public-friendly terms, with an emphasis on articulating expected community benefits of implementing the CAP;
- An overview of global climate change and GHGs, including State and federal policies and regulatory actions;
- A summary of the City's GHG emissions inventory and reduction target(s);
- A comprehensive, citywide strategy to manage and reduce future GHG emissions, including targets;
- The roster of GHG emission reduction measures, each including estimated reduction impact and other evaluative factors;
- An implementation and monitoring program, with clear thresholds and methods of compliance established; and
- Recommendations for administration, timeline/phasing, and prioritization of next steps.

B. **Public Review Draft Climate Action Plan (D&B).** Comments from the City on the Administrative Draft will be provided as one consolidated set. D&B will then produce a Public Review Draft.

C. **CEQA Negative Declaration (D&B).** Climate Action Plans are subject to CEQA review. Because the CAP is likely to result in environmental benefits, a Negative Declaration should likely suffice, and is included in our scope. This review will be program level, and will not cover project-specific impacts, such as changes to infrastructure or site-specific improvements that may be undertaken subsequent to CAP adoption.

D. **Public Hearings (D&B).** D&B will conduct public review and successfully take the Draft CAP and related environmental documentation through the public hearing process. Our scope assumes one meeting each with the Planning Commission and the City Council. We will closely coordinate with City staff prior to the hearings to ensure that our presentations respond to specific questions and issues likely to be encountered during the hearings.

E. **Adopted Climate Action Plan (D&B).** Following public review by the City Council, documents will be revised to incorporate specific text and diagram changes made by the City Council at adoption, if any.

Meetings	*Products*
Planning Commission Hearing City Council Hearing	Draft and Adopted Climate Action Plan CEQA Negative Declaration

MEETINGS SUMMARY

Planning Commission/City Council	3
Stakeholder Meetings	Up to 2
Community Workshops	2

EXHIBIT "B"
PROJECT SCHEDULE

The table below shows the anticipated sequence and timing of tasks, showing completion of updated inventory and Progress Report in three months from project initiation, and one year from start to updated CAP adoption.

Task/Product	*Anticipated Time Frame*
Project Initiation and Kick-Off	January 2024
GHG Inventory Progress Report	January - March 2024
GHG Reduction Candidate Strategies	March - April 2024
Community Workshop and Survey	May 2024
Preferred CAP Strategy	May - July 2024
Planning Commission Study Session	July 2024
Admin Draft Climate Action Plan	July - September 2024
Public Review Draft Climate Action Plan	October 2024
CEQA Negative Declaration	October 2024
Public Hearings and Adoption	October-December 2024

EXHIBIT "C"

BUDGET

The proposed budget is $129,800, broken down as follows. This budget covers all personnel and direct costs for Dyett & Bhatia and Fehr and Peers.

Task	*Sub-Task/Product*	*Budg et*
1: Project Initiation	Project Initiation, Kick-Off, and Background Information Review	$1,500
	Ongoing Project Management and Coordination	$3,000
Task 1 Subtotal		**$4,500**
2: GHG Inventory Update and Progress Report	Transportation Modeling	$15,000
	Baseline Community GHG Inventory, Updated Business As Usual GHG Forecasts, and GHG Progress Report	$22,000
	Decision-Maker Meeting Preparation and Presentation	$1,000
Task 2 Subtotal		**$38,000**
3: Climate Action Plan Strategy	GHG Reduction Targets, Candidate Strategies, and GHG Reduction Measures Evaluation	$12,000
	Stakeholder Meetings	$1,500
	Community Workshop (2; one-person, one Zoom)	$3,500
	Online Survey	$7,000
	Preferred CAP Strategy	$6,000
Task 3 Subtotal		**$30,000**
4: Draft and Final CAP and Environmental Review	Draft CAP	$35,000
	CEQA Negative Declaration	$8,000
	Public Hearings and Final CAP	$2,500
Task 4 Subtotal		**$45,500**
TOTAL		**$118, 000**
Additional Meetings and Printing Allowance		**$11,800**
GRAND TOTAL		**$129,800**

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

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.

DYETT & BHATIA, URBAN AND REGIONAL PLANNERS

By: Rajeev Bhatia, President

Date: 12/5/2023

City Council Meeting **K. 7.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services Agreement with EnviroMINE, Inc., to perform annual site inspections and related services associated with the Surface Mining and Reclamation Act of 1975 Compliance, for an aggregate amount not to exceed $122,500 over a five-year period (Development Services Director Desatnik)

MOTION(S):

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

I move that the City Council approve the Agreement with EnviroMINE, Inc.

RECOMMENDATION:

Staff recommends that the City Council approve the Agreement with EnviroMINE, Inc., for an initial term of three (3) years with an option to extend for two additional one-year terms for an annual amount of $24,500 and an aggregate amount not to exceed $122,500 over a five-year period for the provision of professional services for sand and gravel annual site inspections and related services associated with the Surface Mining and Reclamation Act of 1975 (SMARA).

DISCUSSION:

There are five (5) regulated mining sites, including East Quarry South, East Quarry North, Plunge Creek Processing Plant and Silt Pond Quarry, Alabama Street Quarry and West Quarry, which traverse or are within the jurisdictional boundaries of the City of Redlands and the City of Highland.

Under the State Mining and Reclamation Act (SMARA), the City is required to periodically review and process surface mining reclamation plans, perform annual on-site inspections of mining operations, and prepare various reports to the Department of Conservation. In July 2007, the California Department of Conservation's Office of Mine Reclamation (OMR) notified the City of Highland of the need to have a single reclamation plan prepared for all the proposed mining areas within the Upper Santa Ana River Wash Land Management and Habitat Conservation Plan ("Wash Plan"). This was based on the provisions of the Public Resources Code, Sections 2771 and 2774, which state that when a proposed or existing surface mining operation is: (1) located within the jurisdiction of two public entities, and (2) is a permitted use within the entities and is not separated by a natural or man-made barrier coinciding with the boundaries of the entities, one of those two public entities must be designated the "Lead Agency" for the purpose of conducting the review and preparation of documents required under the Surface Mining and Reclamation Act of 1975 (SMARA) and applicable regulations. An agreement was approved by the Redlands City Council on April 21, 2009, and the Highland City Council on April 15, 2009, designating the City of Redlands as the Lead Agency for the required reclamation, as the City of Redlands is the larger stakeholder of mining operations within respective city boundaries.

On September 22, 2024, a Request for Proposal (RFP) (No. RFP20240922TM) for professional services related to sand and gravel site inspections and SMARA compliance was posted to the City's online procurement system, PlanetBids. EnviroMINE, Inc., was the only proposal received. Their proposal includes a versatile team necessary to perform inspections and complete financial assurance reviews as well as other related services. The single bid proposal was reviewed for clarity and understanding of the project as well as the work to be performed, explanation of compensation structure, cost, expertise and experience, flexibility, range of services, qualifications of key personnel, ability to service the city, and strong references which include the City of Redlands.

EnviroMINE, Inc., was a single bid proposer who has performed the necessary services for the City and has substantial experience with the completion of the requested services, having worked with the City of Redlands and the City of Highland performing SMARA services for over 30 years.

ALTERNATIVES:

The City Council may elect not to approve this action and provide staff with alternate direction.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Tricia Munoz, Development Services Management Analyst

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$24,500
Budgeted Y/N:	Y
Account No.:	101164-6106

Discussion:

There is no impact on the General Fund associated with approval of this action. Costs associated with this agreement are reimbursed to the City from deposit accounts associated with each Miner. Sufficient appropriation exists in the FY 2024-2025 Development Services Department Planning (101164-6106), was included in the 2025-2026 budget and will be included in future budgets.

Attachments

Agreement_EnviroMINE, Inc.
Proposal_EnviroMINE Inc
RFP20240920TM_SMARA Services

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of surface mining compliance services ("Agreement") is made and entered in this 17th day of December, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and EnviroMINE, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide surface mining compliance in support of the City's obligation under the state Surface Mining and Reclamation Act of 1975 and other applicable laws 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 Brian Desatnik, Development Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of 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, 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 The compensation for Consultant's performance of the Services shall not exceed the amount of Twenty-Four Thousand Five Hundred Dollars ($24,500) annually for the Services provided during the initial three (3) year term. Should this Agreement be extended annually for two additional terms, the compensation for Consultant's performance for the Services shall not exceed the amount of Twenty-Four Thousand Five Hundred Dollars ($24,500) annually for each extended term for a total amount not-to-exceed One Hundred Twenty-Two Thousand Five Hundred Dollars ($122,500) in total. The 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 "C" titled "Fee Schedule," which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Warren R. Coalson, President
EnviroMINE, Inc.
4711 Viewridge Avenue, Suite 270
San Diego, CA 92123
Email: warren@EnviroMINEinc.com
Phone: (619) 284-8515
Fax: (619) 284-0115

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: _____
Eddie Tejeda, Mayor

ENVIROMINE, INC.

By: _____
Warren R. Coalson, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Currently, the City has five (5) regulated mining sites. These sites are listed as follows:

- East Quarry South (formerly Old Webster Quarry)
- East Quarry North (formerly Redlands Aggregate Pit, Johnson Pit, and Orange Street Processing Plant)
- Plunge Creek Processing Plant and Silt Pond Quarry
- Alabama Street Quarry (formerly Alabama Street Northwest)
- West Quarry (formerly Alabama Street Northeast and Southeast)

The Consultant will complete the following scope of services is proposed for each of the listed mining sites:

1. Perform inspections of SMARA-regulated mining operations to assure compliance with the approved reclamation plan and conditions of approval.
2. Review the Mining Operation Annual Reports (Annual Reports) form MMRC-2 and the Financial Assurance Cost Estimates (FACE) to determine adequacy under SMARA.

3. Prepare inspection report(s) to verify compliance with the reclamation plan and conditions of approval.

4. Prepare performance review letters for each site for City information and action.

5. Review Mitigation Monitoring Program (Program) for each site and submit a report to the City that identifies the operator's compliance with the approved program.

6. Attend the City's Planning Commission and City Council meetings on an as needed basis.

7. Perform other work requested by the City relating to SMARA or land-use entitlements on an as needed basis.

The deliverables for these services include a Notice of Completion of Inspection, Inspection Report (including photos and maps), FACE Adequacy Letter, Compliance Review Letter for User Permit/ RP Conditions, and reports of the operator's compliance with the Mitigation Monitoring Program.

The work program for this project is divided into eight distinct functions: A) File Review, B) Annual Mine Reports, C) Mining Inspection, D) Financial Assurance Review, E) Prepare Inspection Report, F) Permit/Reclamation Plan Review and Approval, G) Mitigation Monitoring Verification, (H) Meeting Attendance.

A. File Review/Site Familiarity

Prior to arriving at the mine site to conduct an inspection, it will be necessary to become familiar with the physical conditions of the site and complete a thorough review of all pertinent information relating to approvals for the project. This review provides the inspector with the necessary background to allow for a thorough inspection of the site. File review will include the approved reclamation plan, use permit, environmental documentation, and any other documents important to the site inspection.

The City is responsible for providing Consultant with a copy of the operator's annual report (MMRC-2), approved Reclamation Plan, Conditional Use Permit, financial assurance, and Mitigation Monitoring Program for each site.

B. Annual Mine Reports

It is necessary for all Mine Operators to complete and submit annual reporting forms for active and idle mines. These reports provide an update to the City on any site conditions that may have changed within the past year and help inform the site inspectors.

Consultant will review the annual reports for adequacy and reach out to the Mine Operators on the City's behalf to ensure all operators complete and submit their reports.

C. Mining Inspections

It should be the goal of any inspection program to work as a problem-solving tool. Not only are mine inspectors responsible for reviewing mining operations for compliance, the inspector must also serve as an ambassador of the lead agency. At times there are disagreements with the requirements of the approval conditions and mitigation measures. The inspector will be charged with interpreting and finding solutions to these problems. For this reason, it is important to develop a cordial working relationship with the mine operator. In most cases, solutions should be determined in the field with the mine operator. This approach will result in fewer complaints for the lead agency and assure implementation of all compliance conditions.

Consultant will perform the inspection for the listed operations. This will include contacting the Mine Operators to set up a date and time and inspecting the sites for compliance with the Conditional Use Permit, CEQA mitigation measures, and Reclamation Plan.

In some instances, it may be necessary to return to the site to follow-up on deficiencies noted in the site inspection. Where deficiencies are noted, the mine inspector may be required to specifically identify violations and note these on inspection reports. Should this occur, SMARA allows mine operators 30 days to correct deficiencies before being re-inspected. If additional inspections are required, an additional cost proposal will need to be approved.

Consultant understands the benefits to developing cooperative working relationships between the mine operator and the Lead Agency. As such, we will attempt to allow the operator to correct any deficiencies in the field on the day of the inspection. If satisfactory resolution cannot be reached in the field, we will consult with City staff to gain direction for further action. Our goal is to find solutions to problems.

D. Financial Assurance Review

Annual review of financial assurances is required by SMARA to ensure that adequate surety is available should the operator default on the reclamation requirements. Review and adjustment of financial assurances can be time consuming. This depends, in large part, on the operator's willingness to provide adequately detailed and justified estimates.

Consultant is uniquely qualified to review financial assurances. EnviroMINE authored the estimating procedure utilized by the State Mining and Geology Board as adopted in their Financial Assurance Guidelines. In addition, prepared several estimates for mining projects throughout California.

E. Inspection Reports

Site Inspection Reports shall be completed on the forms provided by the State Department of Conservation Division of Mine Reclamation.

Other items to be included with the report will include a listing of problem areas and issues of potential variance from the conditions of the use permit for the mining operation (land-use entitlements). When problem areas are identified (e.g. accelerated erosion), steps for correcting the problem will be suggested and listed in the report. This information may then be used by the operator and the City to assist with implementing corrective measures.

The City is recognized as the lead agency with ultimate authority for direction and content of information included in the inspection reports. Inspection reports will be completed within 90 days following the mine site inspections. The inspection report will be prepared and submitted to the operator, the City, and the State.

F. Permit/Reclamation Plan Review and Approval

The Santa Ana River floodplain is identified as a regionally significant aggregate resource and has historically been the subject of negotiations between resource agencies, the City, and mine operators. As a result of this activity, other work as requested by the City may also be conducted in the event that the City continues to receive mining permit applications. We are pleased to offer assistance with the review of permit and reclamation plan applications submitted to the City.

Consultant will work with City staff to review and comment on mining permit applications provided to the City for processing. All permit and reclamation plan applications will be reviewed against the City's surface mining ordinances and SMARA to determine completeness and technical competence. Where deficiencies are identified, Consultant will provide comments for consideration by the City and ultimately for consideration by the applicant(s).

As the permit/reclamation plan applications progress through the review process, Consultant will assist with CEQA review and with the preparation of findings and conditions of approval. Development of conditions of approval that meet compliance objectives requires substantial experience with permitting and compliance. Our experience with permitting for operators and lead agencies and with annual compliance reviews provides the necessary experience to develop conditions that will meet compliance objectives.

Mining permit review services will be completed on an as-needed basis at the discretion of the City. Each request will be considered individually and completed on a time and materials basis.

G. Mitigation Monitoring Verification

In conjunction with the annual mine inspection and conditions of approval review, and at other times as required by the approved Mitigation Monitoring Program, Consultant. shall review each sand and gravel operation to determine compliance with the approved Program. Upon receipt and review of each operation's Program, a report that identifies the operator's compliance with the approved program will be prepared and submitted to the City. We will coordinate with the operator to correct any deficiencies that may exist. If satisfactory resolution cannot be reached with the operator, Consultant. will provide support to City staff with enforcement actions. However, Consultant is not a code compliant service. Our role will be to monitor for compliance and report the findings of our investigation.

H. Meeting Attendance

Consultant may be asked to attend the City's Planning Commission and the City Council meetings on an as needed basis. Additionally, the City may request to meet with staff in the field, or at the City to review and discuss specific Wash related issues, as well as being contacted by telephone from time to time for advice and comments on such issues.

EXHIBIT "B"
PROJECT SCHEDULE

The work will commence December 3, 2024, and shall include Annual Inspections due through December 2, 2027. The contract shall initially be for a term of three (3) years with an option to extend two additional years subject to annual renewal upon satisfactorily completing the previous year's scope of work.

Mining inspections must be completed within six months following the receipt of the annual report (between July and December) and financial assurances must be updated yearly (within 30 days of the annual inspection) to assure adequate surety is available to complete reclamation on the subject mining site.

EXHIBIT "C"

Fee Schedule

Costs are based on labor and materials that are required to complete the scope of services. Total labor and materials charges to complete the annual mine compliance requirements through January 1, 2027, shall not exceed $24,500 per year.

The following budget represents the average cost of completing annual mine compliance for an individual site. The actual cost per site will depend on a number of factors, which include the amount of change the site has experienced in the past year and any compliance issues that are encountered

Task	Hours	Rate	Total
File Review	2.00	$185	$370
Site Inspection	2.00	$185	$370
	2.00	$155	$310
Financial Assurance Review	3.00	$185	$555
Complete Inspection Reports/ Mitigation Monitoring Verification	10.00	$155	$1,550
Principal Oversight	1.00	$265	$265
Travel Charge		$0.65/mi	$30
Average Cost Per Mine Site (5 Sites)			$3,450

If necessary, Consultant will request approval from the City prior to completing any work that would result in exceeding the proposed budget. Copies of the inspection reports will be provided to the operator, the City and the Department of Conservation.

Should additional work be required, such as follow-up inspections, attending additional meetings or reviewing new mining projects, costs will be based on labor and materials that are required.

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.

ENVIROMINE, INC.

By:_____ Date: _____
Warren R. Coalson, President

PROPOSAL COVER PAGE

Name of Firm, Entity or Organization:
EnviroMINE, Inc.

Federal Employer Identification Number (EIN): [redacted]

State of California License Number (If Applicable): N/A

Name of Contact Person: James DeCarolis

Title: Project Manager

E-Mail Address: jdecarolis@enviromineinc.com

Mailing Address: 4711 Viewridge Ave., Suite 270

Street Address (if different):

City, State, Zip: San Diego, CA 92123

Telephone: 619-284-8515 **Fax:** 619-284-0115

Organizational Structure – Please Check One:

Corporation ☑ **Partnership** ☐ **Proprietorship** ☐ **Joint Venture** ☐ **Other** ☐

If Corporation:
Date of Incorporation: 1/24/2002 **State of Incorporation:** CA

States Registered in as Foreign Corporation: N/A

Authorized Signature:

Print Name: James DeCarolis

Signature: James DeCarolis

Title: Project Manager

Phone: 619-284-8515

This document must be completed and returned with your Submittal.

EnviroMINE, Inc.
Mine Permitting / Compliance / GIS & Aerial Mapping

October 3, 2024

Ms. Tricia Munoz
Development Services Department
City of Redlands
35 Cajon Street
Suite 20
Redlands, CA 92373

Re: Proposal for Surface Mining and Reclamation Act (SMARA) Compliance Support Services for the City of Redlands

Dear Ms. Munoz:

EnviroMINE, Inc. is pleased to present this proposal to provide annual mining compliance services for the City of Redlands through 2027 (three years). These services are intended to support City staff with lead agency annual compliance duties.

EnviroMINE has more than 30 years of experience with conducting SMARA surface mining inspections and financial assurance reviews. This experience has been gained in the Cities of Highland, Redlands, Lake Elsinore, Rialto, Upland, Twentynine Palms, Lake Forest, Town of Apple Valley, and the Counties of Santa Barbara, Calaveras, Tulare, and San Bernardino. Our knowledge of compliance objectives spans a variety of lead agency perspectives. We can bring this knowledge and experience to bear for the City of Redlands.

As indicated in the Request for Qualification, three (3) sets of the response and one electronic copy have been attached. A separate sealed envelope, with three (3) copies of the pricing information, is included separately.

Thank you for the opportunity to offer on this proposal. Should you have questions or comments, feel free to call at your convenience.

Sincerely,
EnviroMINE, Inc.,

James DeCarolis

James A. DeCarolis

4711 Viewridge Avenue, Suite 270 - San Diego, CA 92123
(619) 284-8515 / (800) 755-3995 - Fax: (619) 284-0115

Proposal for
Sand and Gravel Annual Site Inspections, Review of Financial Assurances, and Related Inspection Services for Compliance with the State Surface Mining & Reclamation Act (SMARA)

RFP No. 20240920TM

Submitted to:

Development Services Department
35 Cajon Street, Suite 20
Redlands, CA 92373

Submitted By:

4711 Viewridge Avenue, Suite 270
San Diego, CA 92123
619-284-8515, Fax 619-284-0115

October 2024

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I. Executive Summary and Company Information

EnviroMINE, Inc. is pleased to present this proposal to provide annual mining compliance services for the City of Redlands (City). The Agreement period will be for three (3) years beginning on December 3, 2024, through December 2, 2027, with the option to extend two (2) additional one-year (1) periods with the same terms and conditions by providing written notice at least 30 days prior to the expiration of the initial term or any extended term. These services are intended to support City staff with lead agency annual compliance duties. We have a unique consulting company with over 30 years of experience working in the Surface Mining and Reclamation Act of 1975 (SMARA) programs. EnviroMINE provides SMARA-related services to the construction aggregates industry and SMARA program management services for lead agencies throughout the State. We are unique because our hands-on mining experience enhances our abilities to understand the intricacies of SMARA as it relates to the needs of private and public interests.

EnviroMINE employs a staff of seven (7) full-time professionals with offices in San Diego, California. Firm President, Warren Coalson, has over 40 years of experience with the mining industry. This experience includes management of permitting and reclamation efforts at the nation's largest surface coal mine, supervision of mining reclamation, overburden and coal production, and processing plant operations.

EnviroMINE developed the financial assurance estimating guidelines adopted by the State Mining and Geology Board in 1993 and has developed a workshop on the preparation and review of reclamation cost estimates. EnviroMINE currently serves as SMARA compliance consultants for the Cities of Redlands, Highland, Upland, Twentynine Palms, the Town of Apple Valley and serves as lead agency representative for the City of Lake Elsinore. We have also completed mining compliance services for the counties of San Bernardino, Santa Barbara, Calaveras and Tulare, and have developed a SMARA compliance program for Contra Costa County. EnviroMINE's staff has assisted lead agencies with the preparation of SMARA ordinances and establishment of internal forms and procedures for implementing SMARA compliance programs.

II. Approach and Methodology

The proposed compliance services would be undertaken to complete annual compliance requirements as outlined in SMARA and the City's Surface Mining Ordinance. Mining inspections must be completed within 12 months of the previous inspection and financial assurances must be updated yearly, within 30 days of the annual inspection, to assure adequate surety is available to complete reclamation on the subject mining site.

Currently, the City has five (5) regulated mining sites. These sites are listed as follows:

- East Quarry South (formerly Old Webster Quarry)
- East Quarry North (formerly Redlands Aggregate Pit, Johnson Pit, and Orange Street Processing Plant)
- Plunge Creek Processing Plant and Silt Pond Quarry
- Alabama Street Quarry (formerly Alabama Street Northwest)

- West Quarry (formerly Alabama Street Northeast and Southeast)

The following scope of services is proposed for each of the listed mining sites:

1. Perform inspections of SMARA-regulated mining operations to assure compliance with the approved reclamation plan and conditions of approval.

2. Review the Mining Operation Annual Reports (Annual Reports) form MMRC-2 and the Financial Assurance Cost Estimates (FACE) to determine adequacy under SMARA.

3. Prepare inspection report(s) to verify compliance with the reclamation plan and conditions of approval.

4. Prepare performance review letters for each site for City information and action.

5. Review Mitigation Monitoring Program (Program) for each site and submit a report to the City that identifies the operator's compliance with the approved program.

6. Attend the City's Planning Commission and City Council meetings on an as needed basis.

7. Perform other work requested by the City relating to SMARA or land-use entitlements on an as needed basis.

The deliverables for these services include a Notice of Completion of Inspection, Inspection Report (including photos and maps), FACE Adequacy Letter, Compliance Review Letter for User Permit/ RP Conditions, and reports of the operator's compliance with the Mitigation Monitoring Program.

The work program for this project is divided into eight distinct functions: A) File Review, B) Annual Mine Reports, C) Mining Inspection, D) Financial Assurance Review, E) Prepare Inspection Report, F) Permit/Reclamation Plan Review and Approval, G) Mitigation Monitoring Verification, (H) Meeting Attendance.

A. File Review/Site Familiarity

Prior to arriving at the mine site to conduct an inspection, it will be necessary to become familiar with the physical conditions of the site and complete a thorough review of all pertinent information relating to approvals for the project. This review provides the inspector with the necessary background to allow for a thorough inspection of the site. File review will include the approved reclamation plan, use permit, environmental documentation, and any other documents important to the site inspection.

The City is responsible for providing EnviroMINE with a copy of the operator's annual report (MMRC-2), approved Reclamation Plan, Conditional Use Permit, financial assurance, and Mitigation Monitoring Program for each site.

B. Annual Mine Reports

It is necessary for all Mine Operators to complete and submit annual reporting forms for active and idle mines. These reports provide an update to the City on any site conditions that may have changed within the past year and help inform the site inspectors.

EnviroMINE will review the annual reports for adequacy and reach out to the Mine Operators on the City's behalf to ensure all operators complete and submit their reports.

C. Mining Inspections

It should be the goal of any inspection program to work as a problem-solving tool. Not only are mine inspectors responsible for reviewing mining operations for compliance, the inspector must also serve as an ambassador of the lead agency. At times there are disagreements with the requirements of the approval conditions and mitigation measures. The inspector will be charged with interpreting and finding solutions to these problems. For this reason, it is important to develop a cordial working relationship with the mine operator. In most cases, solutions should be determined in the field with the mine operator. This approach will result in fewer complaints for the lead agency and assure implementation of all compliance conditions.

EnviroMINE will perform the inspection for the listed operations. This will include contacting the Mine Operators to set up a date and time and inspecting the sites for compliance with the Conditional Use Permit, CEQA mitigation measures, and Reclamation Plan.

In some instances, it may be necessary to return to the site to follow-up on deficiencies noted in the site inspection. Where deficiencies are noted, the mine inspector may be required to specifically identify violations and note these on inspection reports. Should this occur, SMARA allows mine operators 30 days to correct deficiencies before being re-inspected. If additional inspections are required, an additional cost proposal will need to be approved.

EnviroMINE understands the benefits to developing cooperative working relationships between the mine operator and the Lead Agency. As such, we will attempt to allow the operator to correct any deficiencies in the field on the day of the inspection. If satisfactory resolution cannot be reached in the field, we will consult with City staff to gain direction for further action. Our goal is to find solutions to problems.

D. Financial Assurance Review

Annual review of financial assurances is required by SMARA to ensure that adequate surety is available should the operator default on the reclamation requirements. Review and adjustment of financial assurances can be time consuming. This depends, in large part, on the operator's willingness to provide adequately detailed and justified estimates.

EnviroMINE is uniquely qualified to review financial assurances. EnviroMINE authored the estimating procedure utilized by the State Mining and Geology Board as adopted in their Financial Assurance Guidelines. In addition, we also prepare several estimates for mining projects throughout California.

E. Inspection Reports

Site Inspection Reports shall be completed on the forms provided by the State Department of Conservation Division of Mine Reclamation.

Other items to be included with the report will include a listing of problem areas and issues of potential variance from the conditions of the use permit for the mining operation (land-use entitlements). When problem areas are identified (e.g. accelerated erosion), steps for correcting the problem will be suggested and listed in the report. This information may then be used by the operator and the City to assist with implementing corrective measures.

The City is recognized as the lead agency with ultimate authority for direction and content of information included in the inspection reports. Inspection reports will be completed within 90 days following the mine site inspections. The inspection report will be prepared and submitted to the operator, the City, and the State.

F. Permit/Reclamation Plan Review and Approval

The Santa Ana River floodplain is identified as a regionally significant aggregate resource and has historically been the subject of negotiations between resource agencies, the City, and mine operators. As a result of this activity, other work as requested by the City may also be conducted in the event that the City continues to receive mining permit applications. We are pleased to offer assistance with the review of permit and reclamation plan applications submitted to the City.

EnviroMINE has provided similar services to the City in the past 30 years. We have also worked with a number of lead agencies in this capacity. The details of those specific projects are listed in the Firm Information (pg. 5).

EnviroMINE will work with City staff to review and comment on mining permit applications provided to the City for processing. All permit and reclamation plan applications will be reviewed against the City's surface mining ordinances and SMARA to determine completeness and technical competence. Where deficiencies are identified, EnviroMINE will provide comments for consideration by the City and ultimately for consideration by the applicant(s).

As the permit/reclamation plan applications progress through the review process, EnviroMINE will assist with CEQA review and with the preparation of findings and conditions of approval. Development of conditions of approval that meet compliance objectives requires substantial experience with permitting and compliance. Our experience with permitting for operators and lead agencies and with annual compliance reviews provides the necessary experience to develop conditions that will meet compliance objectives.

Mining permit review services will be completed on an as-needed basis at the discretion of the City. Each request will be considered individually and completed on a time and materials basis.

G. Mitigation Monitoring Verification

In conjunction with the annual mine inspection and conditions of approval review, and at other times as required by the approved Mitigation Monitoring Program, EnviroMINE, Inc. shall review each sand and gravel operation to determine compliance with the approved Program. Upon receipt and review of each operation's Program, a report that identifies the operator's compliance with the approved program will be prepared and submitted to the City. We will coordinate with the operator to correct any deficiencies that may exist. If satisfactory resolution cannot be reached with the operator, EnviroMINE, Inc. will provide support to City staff with enforcement actions. However, EnviroMINE, Inc. is not a code compliant service. Our role will be to monitor for compliance and report the findings of our investigation.

H. Meeting Attendance

EnviroMINE, Inc. may be asked to attend the City's Planning Commission and the City Council meetings on an as needed basis. Additionally, the City may request to meet with staff in the field, or at the City to review and discuss specific Wash related issues, as well as being contacted by telephone from time to time for advice and comments on such issues.

III. Firm Information

A. Seminars & Workshops Attended

1) Annual attendance at the CalCIMA Educational Conference
2) Attendance at the Harrison, Temblador, Hungerford, & Johnson (HTHJ) SMARA Seminar
3) Division of Mine Reclamation, Lead Agency Training
4) Division of Mine Reclamation, Reclamation Plan Training
5) Division of Mine Reclamation, Inspection Training
6) EnviroMINE, Inc. Financial Assurance Cost Estimating Workshop
7) MSHA Update Training

B. Inspections Performed

EnviroMINE has conducted annual mine inspections for the following lead agencies:

Lead Agency	Years of Experience	Annual Mine Inspections
City of Redlands	1993-Present	5
City of Highland	1993-Present	3
City of Upland	2006-Present	3
City of Lake Elsinore	2009-Present	5

City of Twentynine Palms	2019-Present	1
Town of Apple Valley	2021-Present	1
County of Calaveras	2023	3
City of Rialto	1993-2019	2
City of Lake Forest	1995-1996	1
Santa Barbara County	1996-1998	1
Tulare County	2006-2007	20
County of San Bernardino	2012 - 2013	50

C. Lead Agency Compliance Services

1) Mine site closures pursuant to California Code of Regulations (CCR) Title 14, Division 2, Chapter 8, Section 3805.5. in Lake Elsinore.
2) Provided annual compliance review services for the Cities of Rialto (1993-2019), Upland (2006-Present), Twentynine Palms (2019-Present), Redlands and Highland (1993-Present), the Town of Apple Valley (2021-Present), as well as for the Counties of Calaveras (2023), San Bernardino (2012-2013), Santa Barbara (1996-1998) and Tulare (2006-2007). The latter involved training for County staff with inspections, inspection reporting and financial assurance review.
3) Attended numerous Office of Mine Reclamation (OMR) Lead Agency Review Team (LART) site inspections in San Diego, Santa Clara Counties and the City of Lake Elsinore.
4) Successfully defended City of Lake Elsinore at State Mining and Geology Board Hearings concerning Lead Agency assumption by the Board.

D. Financial Assurance Reviews

1) Reviewed annual financial assurance estimates for all operations in the Cities of Redlands, Highland, Upland, Lake Elsinore, Twentynine Palms and the Town of Apple Valley (18 sites) and approximately 50 sites in San Bernardino County.

E. Permit and Reclamation Plan Assistance

EnviroMINE has provided SMARA review and processing services to the following Lead Agencies:

1) City of Highland. Working as an extension of staff, assisted with the review of 2 major mining permit applications. Duties included scoping and review of EIRs for both projects (1993).
2) Assisted City staff (Rialto) with review of the Mid-Valley Landfill and Aggregate Recovery project (1996). Tasks included application review, and development of the staff report for City Council hearing.
3) San Bernardino County. Working as an extension of staff, conducted lead agency review of the Lytle Creek aggregates expansion. Assignment involved review of application for completeness, coordination with DOC staff and response to comments on reclamation plan, CEQA analysis (MND),

development of permit conditions and presentation before the Planning Commission (1997).
4) Assisted with review of 5 CUP/RP applications in the City of Redlands. This included CEQA review and preparing conditions of approval (2010).
5) Provide turnkey SMARA compliance and Reclamation Plan review services for the City of Lake Elsinore. Tasks involves high level coordination between the City and OMR staff, conducting all annual compliance inspections and review of financial assurances, follow up on enforcement and providing assistance with review of a new permit application (2009 - current).

F. Permits Processed

1) City of Highland. Working as an extension of staff, assisted with the review of 2 major mining permit applications. Duties included scoping and review of EIRs for both projects (1993).
2) Assisted City staff (Rialto) with review of the Mid-Valley Landfill and Aggregate recovery project (1996). Tasks included application review, and development of the staff report for City Council hearing.
3) San Bernardino County. Worked as an extension of staff, conducted lead agency review of the Lytle Creek aggregates expansion. Assignment involved review of application for completeness, coordination with DOC staff and response to comments on reclamation plan, CEQA analysis (MND), development of permit conditions and presentation before the Planning Commission (1997).
4) Assisted with review of 5 CUP/RP applications in the City of Redlands. Provided comments for City staff and prepared conditions of approval (2010).
5) Provide turnkey SMARA compliance and permit review services for the City of Lake Elsinore. Task involved high level coordination between the City and OMR staff, conducting all annual compliance inspections and review of financial assurances; follow up on enforcement, modification of 3 reclamation plans to address compliance concerns, and providing assistance with review of one new permit application.
6) Appeared at Lake Elsinore City Council and City Planning Commission meetings to answer questions on mine operations within the City.

G. Years of SMARA Experience

1) Warren Coalson – 37 years (10 years Federal SMCRA experience)
2) Travis Jokerst – 21 years
3) James DeCarolis – 10 years

IV. Organization/Qualifications

A complete Statement of Qualifications (SOQ) is provided as Attachment 1 of this proposal. Staff assigned to this project are:

A. Key Personnel

Warren R. Coalson, President, established EnviroMINE in 1992. He has over 40 years of experience with the mining industry. This experience has been established from a combination of hands-on application of permitting and operations assignments. Gaining experience from a variety of industry and agency permitting and compliance assignments, Mr. Coalson is a recognized expert in the implementation of the California Surface Mining and Reclamation Act of 1975 (SMARA). He has prepared numerous environmental impact assessment documents covering a wide range of impact issues. He also has detailed knowledge of the construction aggregates industry including issues addressing mineral royalties, market dynamics, operations, and site reclamation.

Mr. Coalson oversees all of EnviroMINE's contracts and will provide support to the team and City as needed (expected 5% - 10% of his time devoted to this project and is based in Yuma, Arizona).

Travis Jokerst, Vice President, Senior Project Manager/Site Inspector, has 21 years of experience with mining operations, compliance and permitting. Mr. Jokerst conducts inspections, reporting, FACE reviews, and provides overall compliance advice.

Mr. Jokerst will assist with annual SMARA compliance objectives and will provide support to the team and City as needed (expected 5% - 10% of his time devoted to this project and is based in San Diego County).

James DeCarolis, Site Inspector/Project Manager, has 10 years of experience with mining operations, compliance, Geographic Information Systems (GIS), and operating an Unmanned Aerial Vehicle (UAV). Mr. DeCarolis also conducts inspections, reporting, FACE reviews, and provides overall compliance advice. He has acted as the Project Manager for lead agency SMARA compliance efforts as described below:

Lead Agency	Years of Experience	Annual Mine Inspections
City of Redlands	2019-Present	5
City of Highland	2019-Present	3
City of Upland	2019-Present	3
City of Lake Elsinore	2021-Present	5

Mr. DeCarolis will serve as the **Account Manager** for City of Redlands SMARA compliance efforts. He will be fully involved in the successful completion of the project objectives. This effort will include review of all coordination of resources, report review, attendance at important meetings with operators and elected officials at the City's request. He will also be responsible for coordinating the efforts of technical specialists if necessary. Mr. DeCarolis will maintain communications with all City staff during this contract (expected 30% - 40% of his time devoted to this project and is based in San Diego County).

All staff listed above who would be responsible for conducting mine inspections have completed the required *Mine Inspector Training Workshop*, taught by the California Department of Conservation Division of Mine Reclamation and are therefore certified to conduct mine inspections. Complete resumes for the professional staff identified are provided with this proposal.

Other EnviroMINE Staff (Available if needed, but not expected to participate with the services described herein):

Chris Boyer, Information Technology, Project Manager, **Certified Mine Inspector,** has more than 20 years of experience in a variety of technical applications. His varied background and technical education serve as a basis for providing professional level assistance on any assignment. His current assignments include project management duties for exploratory drilling operations and associated federal permitting, claims staking, the preparation of market studies, reclamation plans and performs UAV operations.

Mr. Boyer may assist with annual SMARA compliance objectives. He may be responsible for file review, assisting with onsite inspections and reporting, and assisting with reviewing FACEs.

Adam Berg, Office Manager/Project Assistant, Certified Mine Inspector, assists on a variety of projects. New to the mining and reclamation field, Adam is gaining experience with various regulations that affect mining operators and is learning how Lead Agencies implement these regulations. His duties include vendor communications, management of the official archives, and providing assistance to project managers. Like most EnviroMINE staff, Adam is trained in GIS software and has been certified to conduct mine inspections.

Mr. Berg may assist with annual SMARA compliance objectives. He may be responsible for similar tasks as Mr. Boyer as well as providing GIS support for any mapping needs.

B. Specialty Sub Consultants

Our proposal assumes that no sub consultants would be required.

V. Staffing

Warren Coalson is the sole principal for our firm and his qualifications have been provided. EnviroMINE, Inc. will provide the experienced staff resources to complete the assignment in the time frames requested. Each team member has adequate time available to complete the scope of work.

All staffing changes, including the involvement of any subcontractors, will be approved by the City, and we are committed to maintaining continuity and expertise throughout the contract term.

VI. References

Over the past five (5) years, we have successfully completed numerous projects similar in scope and size to the services required. Below, we provide details of the relevant projects that demonstrate our capability to perform these services, including client contacts, project timelines, and key staff involved.

A. Ms. Tricia Munoz
Management Analyst
Development Services Department
City of Redlands
35 Cajon St., Suite 20
Redlands, CA 92373
(909) 335-4755 ext. 9
tmunoz@cityofredlands.org

1) Annual SMARA Compliance Reviews (Refer to Section III. for project description and demonstrated capabilities).
2) 1993 - Present.
3) EnviroMINE staff: Warren Coalson (Inspector, Project Manager), Travis Jokerst (Inspector, Project Manager), James DeCarolis (Inspector, PM).

B. Mr. Joshua Winter
Senior Planner
Planning Division
City of Upland
460 N. Euclid Avenue
Upland, CA 91786
(909) 931-4143
jwinter@uplandca.gov

1) Annual SMARA Compliance Reviews (Refer to Section III. for project description and demonstrated capabilities).
2) 2006 - Present.
3) EnviroMINE staff: Warren Coalson (Inspector, Project Manager), Travis Jokerst (Inspector, Project Manager), James DeCarolis (Inspector, PM).

C. Mr. Carlos Norvani
Capital Improvement Projects Engineer
City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
(951) 674-3124, ext. 248
cnorvani@lake-elsinore.org

1) Annual SMARA Compliance Reviews (Refer to Section III. for project description and demonstrated capabilities).
2) 2009 - Present.
3) EnviroMINE staff: Warren Coalson (Inspector, Project Manager), Travis Jokerst (Inspector, Project Manager), James DeCarolis (Inspector, PM).

D. Mr. Ian Stevenson
Division of Mine Reclamation
California Department of Conservation
801 K Street, MS 09-06
Sacramento, CA 95814
(916) 323-5435
Ian.Stevenson@conservation.ca.gov

1) Coordinated on updating the Financial Assurance Cost Estimate forms and improving the inspection reporting process.
2) 2016 - 2017
3) EnviroMINE staff: Warren Coalson, Travis Jokerst

E. Mr. Kieth Gardner
Community Development Director
City of Twentynine Palms
6136 Adobe Road
Twentynine Palms, CA 92277
(760) 367-6799 ext. 1008
kgardner@29palms.org

1) Annual SMARA Compliance Reviews (Refer to Section III. for project description and demonstrated capabilities).
2) 2019 – Present.
3) EnviroMINE staff: Travis Jokerst (Inspector, Project Manager).

VII. Fee/Cost Proposal

In accordance with the instructions outlined in the RFP, our detailed fee and cost proposal has been submitted in a separate sealed envelope, clearly marked as "RFP No. 20240920TM SMARA Services Fee Proposal." This proposal includes a comprehensive breakdown of hourly rates, material costs, travel expenses, and any other associated charges related to the scope of work.

We have ensured that our pricing is competitive and aligned with the services requested.

ATTACHMENT 1

STATEMENT OF QUALIFICATIONS

October 2024

4711 Viewridge Avenue, Suite 270
San Diego, CA 92123
619-284-8515 · (800) 755-3995
Fax (619)-284-0115
warren@EnviroMINEinc.com

STATEMENT OF QUALIFICATIONS

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3.0 Qualifications

3.1 EnviroMINE Staff

Warren Coalson, President
Travis Jokerst, Vice President/Senior Project Manager
James DeCarolis, Project Manager/GIS & AutoCAD Specialist
Chris Boyer, Assistant Project Manager
Adam Berg, Office Manager/Project Assistant

4.0 Partial List of Clients

5.0 Partial List of Projects

1.0 Introduction

EnviroMINE, Inc. offers project planning, project management for permitting efforts, regulatory compliance, and resource valuation services. The firm consists of mining and environmental specialists with a broad understanding of mineral resource development and compliance, including the permitting requirements associated with site development, operations, and closure. The firm's services extend to project management, resource evaluation, mine planning, permit acquisition, development of land use alternatives, land management, and environmental compliance and documentation. These services include mineral resource development on both private and public land holdings.

The EnviroMINE team's primary mission is to provide outstanding professional and technical services, with customer service as our top priority. Since 1992, EnviroMINE has successfully carried out more than 2,000 projects for its clients and has developed an outstanding reputation for the quality of its services. Its experienced project managers work diligently to facilitate all aspects of project development. EnviroMINE prides itself on the firm's ability to perform services in conformance with client's scheduling demands and budget constraints.

The EnviroMINE team of experienced project managers brings over 40 years of experience in environmental impact and technical studies to any project. The firm offers leadership necessary to bring about the successful outcome of complex project issues, and has organized a team of technical experts and project management professionals particularly well suited to accomplish your project goals.

Warren Coalson, President, has over 40 years of experience with mine planning, land use, and environmental mediation in a variety of geographical areas throughout the western United States. Gaining experience from a variety of industry and agency permitting efforts, Mr. Coalson is a recognized expert in the implementation of the California Surface Mining and Reclamation Act of 1975 (SMARA). He has prepared numerous environmental impact assessment documents covering a wide range of impact issues. His entrepreneurial spirit and practical experience are beneficial in finding creative solutions to complex problems.

Travis Jokerst, Vice President, Senior Project Manager, has 20 years of experience with project management, the implementation of GIS technologies, preparing cost estimates, and conducting annual SMARA surface mining inspections. Mr. Jokerst's assignments find him working in a project management function to facilitate permitting of aggregate projects throughout California. He has developed and processed many applications for mining development projects to include preparation of reclamation plans, Conditional Use Permit and Major Use Permit applications, Specific Plan Amendments, and subdivision maps. These duties include communicating with the client, coordination with technical specialists, and representing the client's needs before regulatory agencies. He is also fully capable with GIS technologies, enhancing his ability to bring a variety of information sources to bear to facilitate permitting efforts. His versatility and willingness to address the needs of our clients makes him a valuable addition to any project team.

James DeCarolis, Project Manager/GIS & AutoCAD Specialist, has 10 years of experience using GIS and AutoCAD software to implement spatial analysis on projects. These included site plans, mine designs, and volume calculations with both civil and environmental aspects. Mr. DeCarolis also serves as the head of EnviroMINE's Unmanned Aerial Vehicle (UAV) program and is a licensed Part 107 Pilot. He conducts annual SMARA compliance reviews and has prepared numerous compliance and permitting documents such as financial assurance cost estimates, reclamation plans, and use permits throughout California. Mr. DeCarolis has prepared or assisted on economic, market, and royalty studies as well as estimated mining property valuations. Most recently, his work has included project management duties for projects such as exploratory drilling operations, habitat mitigation banks, and vested rights determinations. These duties include communicating with clients, coordinating with technical specialists, and representing the client's needs before regulatory agencies.

Chris Boyer, Information Technology and Assistant Project Manager, has more than 20 years of experience in a variety of technical applications. His varied background and technical education serve as a basis for providing professional level assistance on any assignment. His current assignments include project management duties for exploratory drilling operations and associated federal permitting, claims staking, the preparation of market studies, reclamation plans and performs UAV operations. Chris has a winning attitude and is a key player on team assignments.

Adam Berg, Office Manager/Project Assistant, assists on a variety of projects. New to the mining and reclamation field, Adam is gaining experience with various regulations that affect mining operators and is learning how Lead Agencies implement these regulations. His duties include vendor communications, management of the official archives, and providing assistance to project managers. Like most EnviroMINE staff, Adam is trained in GIS software. He is well organized, highly personable, and understands EnviroMINE's devotion to immediacy.

2.0 Mining Services

2.1 Project Management for Mine Permitting

EnviroMINE has extensive knowledge regarding all aspects of mining operations and development. The firm's technical expertise sets it apart and allows EnviroMINE to confidently represent mining clients in the preparation of plans and permit documents for mining development projects. This experience extends to the day-to-day oversight of all consultants involved in site development activities, as well as the management of permitting and development efforts. EnviroMINE's specific responsibilities may range from maintaining detailed schedules and budget management to the management of technical consultants, the performance of cost/benefit evaluations, and other assigned duties. The firm's experience with all facets of project development, including site acquisition, mineral resource evaluation, and environmental review and permitting allows us to effectively guide a project from conception to production.

EnviroMINE has managed permitting and site development for a number of projects on both private and federal land holdings. Federal efforts have included permitting locatable and common variety mineral sites.

2.2 Resource Evaluation Studies

Mining companies must continuously search for new resources. This can be a time-consuming and costly endeavor. EnviroMINE provides a number of valuable services that limit an investor's liability during the resource acquisition phase. These services include evaluation of historical production rates and mining methods, geological reconnaissance, resource quality assessments, resource development and constraints analysis, market analysis, environmental permitting, and miscellaneous project management functions. It is difficult for mining companies to conduct evaluations without alerting competitors or raising undue concern from the public, EnviroMINE carries out its project tasks with strict adherence to client confidentiality to avoid unnecessary exposure to industry competition.

Resource evaluation services include coordination between the various specialists to identify exploration goals and cost/benefit assessments to determine the break point between required investment inputs and necessary returns. Our capabilities include the identification of broad regional exploratory programs that coordinate with marketing strategies to site specific resource drilling and testing programs to determine resource suitability for specific product needs.

EnviroMINE has also prepared and processed numerous exploration Notices through the Bureau of Land Management. These assignments have included the preparation of all maps, description of exploration activities, bond calculations, and management of environmental consultants required to address biological and cultural resource concerns.

2.3 Due Diligence

Due diligence investigations typically involve the review of all elements of property transfer. This would include a review of property title, Phase I environmental audits, and review of state and federal permit documents to identify compliance problems and the potential for future liability. Due to the firm's extensive experience working with a variety of mining operations and permitting requirements, EnviroMINE is able to identify issues of potential concern and suggest remedies for consideration, while identify potential issues as early as possible in the process.

2.4 Reclamation Planning

The development of an effective reclamation plan is an important element in the mine development process. The reclamation plan identifies minerals that will be recovered, environmental conditions of the project site, methods of recovery, schedules for mining and reclamation, and outlines methods needed to return the land to a beneficial post mining use. With the additional requirement for annual site inspections by local lead agencies, the reclamation plan has escalated as an important enforcement document for local resource agencies.

Post mining land use planning is an under explored issue in the development of reclamation plans. Often, land uses are proposed that do not adequately forecast future land use patterns and community needs and concerns. EnviroMINE seeks to develop post mining land use plans that address these concerns and identify potential community issues as early as possible in the process.

New development in reclamation methods evolves daily as environmental awareness receives greater attention. EnviroMINE's knowledge of current reclamation techniques results in the development of cost effective methods for restoring a mining site to a beneficial second use.

2.5 Mine Permitting

In California, the primary approvals required for a mining project revolve around the "Use Permit" and Reclamation Plan. EnviroMINE has assisted in the permitting efforts for over 2,000 mining proposals. These projects have ranged in size and scope from multi-dimensional aggregate operations, to roadside borrow pits. Our firm's seasoned experience with Lead Agency permitting requirements includes both private industry and lead agency representation. As a result, EnviroMINE is fully versed in the nuances of the Surface Mining and Reclamation Act (SMARA) and companion approval processes.

EnviroMINE is adept in all areas of mine planning and permitting. This includes the development of mining and reclamation plans that allow efficient recovery of resources, while also providing measures for reducing reclamation liabilities. With specific reference to mining projects, the firm has extensive experience with blasting and extractive operations, soil management, revegetation, hydrology, and groundwater studies.

Beyond local land use permitting, a number of resource and permitting agencies play a significant role in the permitting process for mining projects. These include a number of agencies, such as the U.S. Army Corps of Engineers, Water Quality Control Boards, and

Air Pollution Control Districts. EnviroMINE has completed numerous assignments where it was necessary to obtain responsible agency permits for mining projects. These permitting efforts have included: air quality studies, NPDES compliance, U.S. Army Corps of Engineers Section 404 permits, California Department of Fish & Game Streambed Alteration Agreements, and U.S. Fish & Wildlife Services endangered species permits.

The firm undertakes these responsibilities with a spirit of finding sensible solutions to problems. EnviroMINE is well versed in the technical mandates of mining operations and permitting requirements. The EnviroMINE team is comfortable in all aspects of mineral resource development and compliance, from ensuring a thorough permit application to an appropriate regulatory agency, to assembling and coordinating a collaborate team to work on all aspects of mining operations. The firm is not too large to take on smaller permitting projects, and we are flexible enough to match a client's needs to the appropriate member of our team to accommodate smaller projects, as needed.

2.6 Reclamation Cost Estimates

EnviroMINE developed the reclamation cost estimating procedures adopted by the California Board of Mining and Geology as the standard procedures for all mining projects. These guidelines have helped to standardize estimating procedures for the government and industry as well as reducing conjecture, thereby offering simple solutions for developing accurate cost estimates.

Reclamation cost estimates are required to determine the financial assurance requirements for a given mining site. The development of adequate cost estimates is a complex undertaking requiring experience estimating and implementation of reclamation plans. A detailed knowledge of mining methods, demolition, and reclamation is an important first step in this process.

2.7 Public Agency Services

EnviroMINE assists Lead Agencies in carrying out their annual inspection responsibilities under Public Resources Code (PRC) §2774(b) of the Surface Mining and Reclamation Act of 1975 (SMARA). Our inspectors attend training classes hosted by the Department of Conservation's Division of Mine Reclamation (DMR) to stay abreast of current techniques, processes and any updates to the SMARA and the regulations. Our staff members also attend numerous DMR Lead Agency Review Team (LART) site inspections for our clients. These teams are assembled, and inspections conducted, by DMR to evaluate a Lead Agency's Management of the SMARA program.

The process requires the inspector to review and evaluate the Reclamation Plan, Annual Report, prior inspection reports and the current Financial Assurance Cost Estimates (FACE). This includes becoming familiar with the site's history of compliance and permitting. A site visit is completed and a draft of the Department of Conservation's Form MMRC_1 is completed. A conference is then held with the operator to discuss the observations. Each inspector utilizes discretion in addressing the circumstances particular to each mine site. Final inspection reports are completed and distributed to the Operator, the Lead Agency and the Department of Conservation. If necessary, EnviroMINE will develop a written Notice of Violation and provide assistance to the Lead Agency in all follow up and additional inspections as directed.

Lead Agencies often find that SMARA is a difficult program to manage as it is seasonal effort and requires that specific timelines, reporting and enforcement procedures are followed. Because of this seasonality, staff members do not routinely work with these requirements and, as a result, may not oversee the requirements of the program as required by SMARA or the Lead Agency's ordinance. If the DOC considers that the program is deficient they have the ability to issue a 15 day notice to the Lead Agency SMGB requiring that an action be taken or the DOC will take the required action. If the Lead Agency does not address the issues raised, the State Mining and Geology Board (SMGB) will issue a 45-day notice in which the lead agency status may be taken over by the State.

EnviroMINE has assisted multiple Lead Agencies in the State who have found their program in this situation by representing the Lead Agency at public hearings and developing a tailored SMARA compliance program for their jurisdiction. Our staff members summarize specific requirements under SMARA and make a number of recommendations for program design and management. This can include a complete evaluation of the Lead Agency's program including organization, fees and ordinance review plus training of staff in inspection procedures and financial assurance review. Information and recommendations are then used to assist the Lead Agency in responding to any State Notice to Correct Deficiencies and in retaining their Lead Agency status.

2.8 Environmental Disclosure for Mining Projects

The majority of mining projects require scrutiny through environmental disclosure reports. The staff's hands-on experience with the mining industry results in a clear project description that can be used to ensure an accurate analysis of project-related impacts. When significant impacts are identified, EnviroMINE works with environmental specialists to identify attainable mitigation measures.

With plan-to-product experience, EnviroMINE endeavors to provide clients with cost-effective services that achieve their intended results. In other areas, the firm cooperates with a network of highly qualified professionals to satisfy technical analysis requirements (archaeology, biology, traffic, air, etc.) and assure the accurate presentation of facts on sensitive issues. This results in credible findings and feasible, effective mitigation measures that limit liability and minimize delays.

2.9 Mineral Property Management Strategies

Mining companies devote their time to what they do best, mining. Vacant or idle properties owned by mining companies have the potential to generate income, or conversely, become a liability. EnviroMINE has experience preparing property inventories, categorizing their highest and best use, developing management plans to generate income, and make recommendations to reduce liability. Having property management plans in-place adds value to a company's portfolio.

2.10 Mineral Royalty Surveys

EnviroMINE has completed numerous royalty surveys for public and private properties across California. These surveys are completed annually and are offered to selected

clients on a subscription basis. Data included in these studies includes descriptions of different types of royalties that are paid, actual prices paid, and comparison of royalties against other types of royalty agreements that may exist within the mining agreements. Royalty rate surveys can also be matched with market studies to support royalty negotiations.

2.11 Mineral Royalty Negotiations

Property owners and mining companies need to understand the current fair market value of their assets when negotiating potential transactions. This valuation can be performed by an independent fee appraiser who typically makes a determination of what the market will bear. Appraisers often overlook other factors such as costs for site development and transportation because they are not addressed in standard appraisal procedures. Mineral royalties are different, however. EnviroMINE analyzes necessary factors in determining a range of fair market values of mineral royalties for negotiation purposes. Depending on the financial expectations of the client, EnviroMINE can recommend maximum rates of royalties to be paid, purchase price of royalty points, and report comparable examples. EnviroMINE can also provide educational materials on behalf of the mining company to the property owner explaining the reasoning and fairness of royalty rates being negotiated**.**

2.12 Market Studies for the Construction Aggregates Industry

EnviroMINE conducts market studies for specified areas. Market studies are useful for determining the need for new sites within a given area, support for alternatives analyses for environmental documents, support for royalty negotiations, and legal support for vested rights challenges. These studies typically document market demand, supply characteristics within the study area (i.e., reserve base, permit status, estimated annual production), and transportation economics.

2.13 Geographic Information Systems (GIS)

EnviroMINE can provide basic GIS services to fully document and present a variety of technical features. These features may include the analysis of local market influences, habitat constraints, transportation corridors, site selection analysis, and other issues of importance. EnviroMINE also uses GIS to complement its commitment to providing excellent customer service. The majority of the EnviroMINE staff is GIS capable and can respond quickly to all client needs.

2.14 Aerial Mapping and Topographic Survey Services

EnviroMINE employs an Unmanned Aerial Vehicles (UAV) (or drone) to produce high-quality, low cost aerial photos and topographic maps and aerial videos. Available applications for this advanced technology include:

- High Resolution Aerial Photos
- Second-day topographic contour mapping deliverables
- Stockpile inventories
- Reserve estimates
- Reclamation grading conformance
- Revegetation success criteria analysis.

EnviroMINE's aerial services produce higher resolution aerial photos than traditional photos taken from a plane because our UAV flies much closer to the ground. This technology and associated software are capable of creating a surface model that is used to generate a topographic map at a significantly higher accuracy than traditional method. The data collected has a relative accuracy from 10 cm down to 4cm. Sub-inch absolute accuracy (real-world coordinates) is achievable.

3.0 Qualifications

3.1 EnviroMine Staff

Warren R. Coalson
President

Warren Coalson has over 40 years of experience with mine planning, land use, and environmental mediation in a variety of geographical areas throughout the western United States. Gaining experience from a variety of industry and agency permitting efforts, Mr. Coalson is a recognized expert in the implementation of the California Surface Mining and Reclamation Act of 1975 (SMARA). He has prepared numerous environmental impact assessment documents covering a wide range of impact issues. His entrepreneurial spirit and practical experience are beneficial in finding creative solutions to complex problems.

Experience:

EnviroMINE, Inc., *President*
San Diego, California, 1992 – Present

Mr. Coalson established EnviroMINE in August of 1992. As President of EnviroMINE, he is personally involved with all facets of the business. Mr. Coalson has extensive professional experience in land use and environmental projects ranging from management of mining crews, market and resource evaluation studies for the aggregates industry, development of baseline environmental studies for mine permitting efforts, and current planning functions for agency planning departments.

Industry planning efforts range from identification of potential mining properties to the development of mining and reclamation plans, to completion of annual compliance audits and financial assurance estimates. Mr. Coalson has extensive lead agency experience where he has worked as an extension of staff in the review of mining applications, including the preparation of staff reports and conditions of approval. His experience with operations has allowed for the development of verifiable approval conditions that require limited field interpretation.

Mr. Coalson has gained a reputation as an expert in royalty negotiations between property owners and mining companies. His work has included detailed analysis of market conditions, evaluation of market competition factors and completion of royalty surveys for various clients. These assignments are taken on a participation basis to ensure the greatest return for the property owner.

Vested Mining Rights are the gold standard in mine permitting. This eliminates the need to obtain conditional mining permits and greatly reduces the cost to the property owner. Mr. Coalson has successfully completed a number of vested mining rights determinations in lead agencies throughout California.

As an expert witness, Mr. Coalson has assisted parties with expert opinions on a variety of subjects including royalty disputes, eminent domain takings, professional malpractice, agency penalties, vested mining rights, and disputes between landowners and mining

operators. He is a skilled public speaker and is known for his ability to get directly to the point of his arguments.

Zucker Systems, *Manager of Environmental Services*
San Diego, California, 1989 - 1992

- Preparation of Environmental Impact Reports (EIR) and negative declarations for general plan amendments, subdivisions, water development, and mining projects.
- Manager of Planning Services for the City of Imperial Beach.
- Assistance in Planning Department Management Studies.

Black Butte Coal Company, *Environmental / Reclamation Supervisor*
Point of Rocks, Wyoming, 1980 – 1988

Mr. Coalson was responsible for the preparation and maintenance of all mining permit documents for a 40,000-acre mine permit area. He supervised an on-site staff of nine full-time staff specialists, and was responsible for legislation review and negotiating mine permit stipulations with state and federal agencies. Other duties included evaluation and oversight of mineral lease acquisitions. He also served as Project Manager for a number of Environmental Impact Statements for mineral leasing and mining related land acquisitions. Mr. Coalson coordinated the work of a number of competing mining interests and Department of Interior personnel. In other areas, he was charged with the development and application of reclamation programs sufficient to reclaim an average of 300+ acres per year. His responsibilities included the development of operating budgets, reclamation bonding, reclamation design, monitoring, scheduling, equipment evaluations, reclamation supervision, water development and irrigation design.

Mr. Coalson was later transferred to field operations where he served as Reclamation Foreman, Blasting, Coal Production Foreman and Processing Plant Foreman. In these assignments, Mr. Coalson learned to apply reclamation practices, heavy equipment operations, blasting, and heavy equipment maintenance. For the completion of these assignments, he was required to hold certification as a Mine Foreman and Blaster.

Peter Kiewit Sons' Company, *Soil Scientist/Reclamation Specialist*
Omaha, Nebraska, 1979-1980

Mr. Coalson served as Soil Scientist/Reclamation Specialist while assisting with the acquisition and maintenance of mining permits for company mining projects. His responsibilities included:

- Preparation of soil and overburden studies for company coal mining permit applications for active and proposed mining operations in Montana, Wyoming and New Mexico.
- Environmental evaluations of potential mining sites throughout the western United States.
- Vegetation surveys for pre-mining base line studies.
- Development of company-wide soil erosion monitoring program.
- Preparation of reclamation plans for mining permit applications.
- Assisted with the preparation of environmental documents for six coal mine development projects.

California Department of Forestry, *Research Assistant*
Sacramento, California, 1978

Mr. Coalson served as a Research Assistant by gathering information on factors affecting soil erosion rates on over 250 timber-harvested lands in northern California. His efforts included soil mapping, preparing soil profiles, inventory of plant species, and establishing soil erosion measurement transects.

Plumas County Planning & Engineering Department, *Engineering Aide*
1975 - 1976

Mr. Coalson assisted with engineering evaluations of all land development projects under consideration with the Planning Department. This included field check and review of survey calculations, inspection of road improvements, and water systems. Other areas of responsibility involved designing and processing of grant applications for the expansion of three county airports.

Education:

B.A. Double Major, Geography and Environmental Reclamation
California State University Chico, 1979

Memberships and Professional Affiliations:

- California Asphalt Pavement Association (CalAPA)
- California Construction and Industrial Minerals Association (CalCIMA)
- East County Posse, Past President
- San Diego Regional Chamber of Commerce

Travis A. Jokerst

Vice President, Senior Project Manager

Travis Jokerst has 20 years of experience with project management, the implementation of GIS technologies, preparing cost estimates, and conducting annual SMARA surface mining inspections. Mr. Jokerst's assignments find him working in a project management function to facilitate permitting of aggregate projects throughout California. These duties include communicating with the client, coordination with technical specialists, and representing the client's needs before regulatory agencies. He is also fully capable with GIS technologies, enhancing his ability to bring a variety of information sources to bear to facilitate permitting efforts.

Mr. Jokerst has also reviewed and prepared numerous cost estimates for reclaiming mine sites throughout California. His experience with conducting annual SMARA compliance reviews and inspections has been gained in the Cities of Redlands, Highland, Rialto, Upland, Lake Elsinore, Twentynine Palms, as well as the Town of Apple Valley and the County of San Bernardino.

Experience:

- More than three years of office management experience at EnviroMINE's main office location in San Diego.
- Preparation of Reclamation Plans and several Financial Assurance Cost Estimates for a variety of mining operations, some of which include inert debris landfills.
- Managed technical consultants and coordinated with public agencies on a joint Environmental Impact Statement (EIS) / Environmental Impact Report (EIR) for a rock quarry in southern San Diego County.
- Site location analysis for a rock quarry and aggregate processing facilities using various limiting data sets. These data sets include population density, geology, roadway circulation, availability of critical public services, land use compatibility, and biological constraints.
- Coordination and oversight of multiple UAV/drone projects throughout the southwestern United States.
- Completion of annual mining inspections since 2003 for sites throughout the County of San Bernardino.
- Managed numerous projects involving permit processing for Site Plans, Major Use Permits, Conditional Use Permits, Surface Mining Permits, Tentative Parcel Maps, Boundary Adjustments, Rezones, and Building Permits.
- Identification of permeable land surface area through interpretation of soil classification, land use development, geology, elevation, and climatic influences.
- Coordination with sub-contractors, consultants, community planning groups and county/city staff.

Work History:

EnviroMINE, Inc., Vice President, Project Manager, GIS Specialist, 2003-Current
San Diego Police Department, Crime Analysis Unit, GIS Technician, 2003
U.S. Geological Survey, Water Resources Division, GIS Assistant, 2002

Education:

BA Geography, San Diego State University, 2002

Seminars and Training

CEQA Workshop, Association of Environmental Professionals (AEP), 2003
Surface Mining and Reclamation Act Seminar, HTHJ Law, 2006
Site Work & Heavy Construction Estimating Seminar, RS Means, 2007
CalCIMA Annual Educational Conference, 2010
Surface Mining and Reclamation Act Lead Agency Workshop; Presented by the Office of Mine Reclamation, 2012
Situational Leadership II Seminar, The Ken Blanchard Companies, 2013
Historic Preservation & Native American Cultural Resources, HTHJ Law, 2014
CalCIMA Annual Educational Conference, 2014
Federal Lands Minerals Permitting, HTHJ Law/Lilburn Corp., 2015
CalCIMA's SWPPP Training Seminar, Haley Aldrich, 2015
Confident, Assertive & In Charge: Developing Attitudes of Leadership, Dale Carnegie Training, 2015
Surface Mining and Reclamation Act Seminar, HTHJ Law, 2018
Surface Mining and Reclamation Act Seminar, HTHG Law, 2022
SMARA Mine Inspector Training Workshop, Division of Mine Reclamation, 2023

Professional Affiliations:

California Construction and Industrial Materials Association (CalCIMA)
Association of Environmental Professionals (AEP)
The Associated General Contractors (AGC)
The American Concrete Institute (ACI)

James A. DeCarolis

Project Manager/GIS & AutoCAD Specialist

James DeCarolis has nearly 10 years of experience using GIS and AutoCAD software to implement spatial analysis on projects. These included site plans, mine designs, and volume calculations with both civil and environmental aspects. Mr. DeCarolis also serves as the head of EnviroMINE's Unmanned Aerial Vehicle (UAV) program and is a licensed Part 107 Pilot. He has prepared numerous compliance and permitting documents such as financial assurance cost estimates, reclamation plans, and use permits throughout California.

Mr. DeCarolis has prepared or assisted on economic, market, and royalty studies as well as estimated mining property valuations. Most recently, his work has included project management duties for projects such as exploratory drilling operations, habitat mitigation banks, and vested rights determinations. These duties include communicating with clients, coordinating with technical specialists, and representing the client's needs before regulatory agencies. Vested rights determinations are especially tough projects to get approved by lead agencies. Mr. DeCarolis has become proficient researching and proving vested rights for multiple clients while gaining a good working knowledge of the relevant case law that shapes those determinations.

Experience:

- Performed or supervised the aerial photography and topographic mapping of more than 200 mine sites.
- Completion of annual mine inspections for various lead agencies in Southern California.
- Prepared and updated Financial Assurance Cost Estimates, Annual Reports, and Initial Studies.
- Researched and prepared a request for a Vested Rights Determination which was approved in 2022.
- Prepared Exploration Plan of Operations, Environmental Assessments, and worked as the NEPA coordinator for projects on public lands.
- Researched, prepared, and updated multiple Reclamation Plans.
- Analyzed volume calculations of mine plans using AutoCAD software.

Skills/Qualifications:

- ASPRS UAS Technologist
- Part 107 UAS Pilot
- ArcGIS software
- AutoCAD
- SMARA Inspection Workshop
- Qbase
- Pix4D
- VG4D UAV Explorer

Work History:

EnviroMINE, Inc., *Project Manager, GIS & AutoCAD Specialist*
San Diego, California, 2014 – Present

Southern California Mountains Foundation, *Restoration Intern/Supervisor*
Big Bear, California, Summer 2014

Jackman Group, *Accounting Clerk/ Administrative Assistant*

Coronado, California, Summer 2012-2013

Education:
Bachelor of Arts in Environmental Business, University of Redlands, 2014

Chris Boyer

Information Technology and Assistant Project Manager

Chris Boyer has more than 20 years of experience in technical and project management experience. His varied background and technical education serve as a basis for providing professional level assistance on any assignment. His current assignments include the preparation of market studies, reclamation plans, claim staking research and technical support for UAV operations.

Experience:

- Preparation of Market Studies.
- Preparation of Reclamation Plans.
- Updated Financial Assurance Cost Estimates.
- Assists in UAV operations aerial photography and topographic mapping.
- Provide technical support for UAV operations.
- Claim Staking Operations

Skills/Qualifications:

- ArcGIS (3D Analyst)
- AutoCAD
- Postflight/Pix4D
- Microsoft Project
- DJI GO 4
- FlyLitchi
- Premier Pro

Certifications/Awards:

Certified Associate in Project Management (CAPM)®
Certified Cisco Meraki Network Operator
Top Tech Exec Awards Nominee 2015-2020
Microsoft Office Specialist: Master

Work History:

EnviroMINE, Inc., *Assistant Project Manager*
San Diego, California, 2020 – Present

Academy of Our Lady of Peace, *Director of Technology*
San Diego, California, 1998 – 2020

Lantech Technologies, *Owner*
San Diego, California, 1998 – Present

Logical USA, *IT Support*
San Diego, California, 1990 – 1998

Education:

M.S. Information Technology Management, Western Governors University, 2019
B.S. Mathematics, San Diego State University, 1998

Adam R. Berg

Office Manager and Project Assistant

Adam assists on a variety of projects. New to the mining and reclamation field, Adam is gaining experience with various regulations that affect mining operators and is learning how Lead Agencies implement these regulations. His duties include vendor communications, management of the official archives, and providing assistance to project managers. Like most EnviroMINE staff, Adam is trained in GIS software. He is well organized, highly personable, and understands EnviroMINE's devotion to immediacy.

Work History

2022-Current	Office Manager and Project Assistant, EnviroMINE, Inc. San Diego, CA
2021-2022	GIS Intern, *Hargis and Associates* San Diego, CA
2018-2022	Service Advisor, *Wheels Inc.* Chicago, IL
2000-2016	Senior Specialist Technician, *Nissan/Infiniti North America* Escondido, CA

Education

2022 GIS Certificate, San Diego Mesa College
2019 B.A. Geological Sciences, San Diego State University
2016 A.S. Geology, Palomar College

4.0 Partial List of Clients

Mining Industry

All American Asphalt
Arnold Schmidt
Argent Materials
Associated Concrete
Cemex
Central Valley Concrete
C.W. McGrath Materials
EBI Construction, Inc.
Endangered Habitats Conservancy
Ennis Enterprises
First Industrial Realty Trust
G3 (Gallow Industires)
Golden Queen Mining Company, LLC
Granite Construction Company
Gregory Canyon Landfill
Hester's Granite Company
JEB Sand & Gravel
Kingreg Capital
Kirkland Mining Company
KORE Mining
Lapeyre Industrial Sand
Liberty Bell Resources
Lehigh Hanson
Lomerias Muertas Quarry
M. J. Baxter Drilling & Blasting
Merced River Aggregates, Inc.
Modoc County Road Department
Nordic Industries, Inc.
Northern Aggregates, Inc.
Palomar Grading & Paving
Pacific Clay Products
Pioneer Southwest, Inc.
Placer Mining Corporation
Pleasanton Gravel Company
Pyramid Construction & Aggregates
Quinault Nation
Rancho Arroyo Seco
Robertson's Ready Mix
RCP Block & Brick
R. J. Noble
Superior Ready Mix
United Rock Products/Sully-Miller Contracting
Vulcan Materials
Wier Asphalt
Yavapai/Apache Nation

Zanker Road Resource Management, LT

Public Agency Mining Clients

Arizona Department of State Lands
Contra Costa County
Modoc County
Riverside County
San Bernardino County
San Diego County
Santa Barbara County
Tulare County
City of Highland
City of Lake Elsinore
City of Lake Forrest
City of San Diego
City of Redlands
City of Rialto
City of Upland

Other Clients

AirTouch Cellular
American Towers Corporation
Arie DeJong, Hilltop Ranch
Centex Homes
Cottonwood Golf Course
Chaparral Estates Corporation
Cushman & Wakefield Appraisals
Dick Con Construction
DMB Associates
Endangered Habitats Conservancy
FMV Appraisals
G. M. Brown Construction
Headquarters West Appraisals
Helix Water District
Jacumba Valley Ranch
Jones, Roach & Caringella Appraisals
Legacy Partners
McKinnon Broadcasting
New Urban West, Inc.
Northwest Development, Inc.
Otay Water District
Quinault Nation
Searles Company
Shopoff Development
Sweetwater Authority
TC Construction
Ventura County Water Protection District

5.0 Partial List of Projects

Mining Development and Reclamation Planning

Newman Ridge Quarry – Resource Evaluation and Permitting, Rancho Arroyo Seco
Guadalupe Canyon Quarry – CUP and Reclamation Plan, CA, Evans Brothers, Inc.
Grimes Rock- CUP and Reclamation Plan, Grimes Rock, Inc.
Rosemary's Mountain – MUP and Reclamation Plan Amendments, Granite Construction
Parks Bar Quarry – Reclamation Plan, Nordic Industries
El Monte Sand Pit – Nelson & Sloan Company
El Monte Sand Mine and Nature Preserve, Resource Evaluation and Permitting, El Monte Nature Preserve, LLC
Sedco Hills D. G. Pit – D. Younger Company
Vigilante Quarry - Hanson Aggregates and M. J. Baxter Drilling & Blasting
Superior Ready Mix – Various confidential projects
Resource Classification and Designation, Superior Ready Mix
Jamul Quarry Permit Compliance - CalMat Company
Sloan Canyon Sand Company, Corps of Engineers 404 Permit, CalMat Co.
National Quarries Resource Evaluation, Mining/Reclamation Plan – National Quarries
Litigation Support for Vested Rights Determination, National Quarries
Olsen Canyon Quarry, Resource Evaluation and Permitting, Kingreg Capital
Otay Ranch Pit, Mining & Reclamation Plan – Hanson Aggregates
Otay Hills Quarry, Resource Evaluation, Planning and Permitting, Superior Ready Mix
Sweetwater Reservoir Sand Pit Closure Plan - Sweetwater Authority
Santa Margarita Quarry, Mine Planning Alternatives, Hanson Aggregates
Pala Sand Pit, Corps of Engineers 404 Permit, Hanson Aggregates
Slaughterhouse Canyon Quarry, Major Use Permit Modification, Hanson Aggregates
Circle F Ranch, Resource Evaluation and Permitting, RCP Block & Brick
Channel Road, Major Use Permit for Site Development, Hanson Aggregates
Hester's Granite Company, Plan of Operations/EA for BLM Sales Contract
Turvey DG Pit, Major Use Permit and Reclamation Plan, Mark Turvey
Blasting Plan for Rosemary's Mountain Quarry, Granite Construction
Post Approval Compliance for Oceanside Batch Plant, Hanson Aggregates
Mead Valley Quarry, Resource Evaluation and Permitting, First Industrial Realty Trust
Permanente Quarry, CUP and Reclamation Plan, Lehigh-Hanson
Brisa Del Mar Reclamation and Riparian Restoration Plan, EWM Investments
San Diego River Restoration, Resource Evaluation and Permitting, County of San Diego
El Monte Sand Pit Wetland Restoration Plan, Endangered Habitats Conservancy
Jackpot Gold, Placer Mining Corporation
Gold Nugget Mine, Crystal Pistol Resources

Resource Evaluations

Mineral Resources Valuation for Arizona Department of State Lands
Valuation Support for Otay Ranch Pit Appraisal, Cushman & Wakefield
Quarry and Batch Plant Site Selection and Permitting, Confidential Client
Hanson Aggregates West, Santa Margarita Quarry, Reserve Enhancement
Preliminary Quarry Siting Investigations, Confidential Clients
Pacific Clay Products, Lake Street Operations, Lake Elsinore, CA
Waialua Sand, Resource Evaluation, Dole Corporation
Alternative Site Assessment for Aggregate Development, Granite Construction
Schmidt Aggregate Resource Assessment and support for Inverse Condemnation
Golden Queen Mining Company LLC, Aggregate Resource Evaluation

Preparation of NI 43-101 Technical Report Mineral Resource Estimate for Hell's Kitchen Geothermal, Inc., Imperial County, CA.

Economics, Market Studies, and Royalty Surveys

Aggregate Investment Analysis and Market Study, First Industrial Realty Trust, LLC.
Arizona Construction Aggregates Market Study, Lehigh-Hanson
Vernallis Resource Evaluation and Market Analysis, FMV Opinions
Economic Assessment to support EIR, Northern Aggregates, Inc.
Quarry Investment Analysis, Various Clients
Sacramento Area Construction Aggregates Market Study, Confidential Client
Southern California Construction Aggregates Market Study, Granite Construction
Southern California Construction Aggregate, Asphalt and Ready-Mix Concrete Market Study, Confidential Client
Southern California Construction Aggregate, Asphalt and Ready-Mix Concrete Market Study, KORE Mining
San Diego County Market Study, Homeland Investments
Southern San Diego County Market Study, Cushman & Wakefield
Northern San Diego County Market Study, Cushman & Wakefield
Twenty-Nine Palms/Coachella Valley Market Study, Cushman & Wakefield
Los Angeles Area Construction Aggregates Market Study, Confidential Client
Inland Empire Construction Aggregates Market Study, Confidential Client
San Joaquin Valley Construction Aggregates Market Study, Confidential Client
Mineral Valuation using Discounted Cash Flow Methodology, Confidential Clients
National Quarries, Vested Rights and Demand Analysis, National Quarries, Inc
San Benito County Construction Aggregates Study, Lomerias Muertas Quarry
Statewide Royalty Survey, Annually
Sacramento Area Royalty Survey, 2008
Sacramento Valley, Average Sales Price/Fair Market Value Survey, Confidential Client
Sediment Management Evaluation, Ventura County Department of Public Works
Hallwood Fruit Company, Royalty Negotiations, Yuba County
Hanson Aggregates West, Inland Rock, Royalty Negotiations
Hanson Aggregates Pacific Southwest, Vigilante Rock, Royalty Negotiations
Hanson Aggregates West, Statewide Royalty Survey
Palo Verde Ranch Home Owners Association, Royalty Negotiations
Lew Family Trust, Royalty Negotiations
County of San Diego Real Estate Services Division, Royalty Negotiations
Helix Water District, Royalty Negotiations
Soledad Canyon Royalty Survey, Headquarters West (for US Forest Service)
Market and Royalty Evaluation, San Bernardino Water Conservation District
Ventura County Construction Aggregates Market Study, Ventura County
West Coast Port Cities Aggregate Market Evaluation, Quinault Nation
Yavapai-Apache Asphalt Market Study, Central Arizona

Environmental Assessments for Mining Projects

Vigilante Quarry EIR – Hanson Aggregates/Baxter Drilling
White Pit EIR - Imperial County Planning Department
Emergency Coal Lease EIS - Black Butte Coal Company
Redlands Aggregate Pit Mitigated Negative Declaration, City of Redlands
Alabama Street Pit Mitigated Negative Declaration, City of Redlands
El Monte Sand Pit Negative Declaration, Nelson & Sloan Co.
Road Abandonment and Land Exchange EA and FONSI - Decker Coal Company.

Sloan Canyon Sand Company, EA for Army Corps of Engineers, CalMat Company
Hester's Granite Company, EA for Plan of Operations
Circle F Ranch Sand Project, EIR – RCP Block & Brick
Lytle Creek – Mitigated Negative Declaration, County of San Bernardino

Other Mining Related Assignments

Financial Assurance Guidelines for State Mining and Geology Board
Financial Assurance Estimates, Various Clients - (Approximately 70 annually)
Due Diligence Review for Property Acquisitions, Various Clients
CalMat Co. (Vulcan Materials), Master Permit Manuals
Hanson Aggregates, Master Permit Manuals

Surface Mining and Reclamation Act Planning Efforts

Contra Costa County - SMARA Compliance Program
City of Highland - Development Review Services
City of Redlands - Development Review Services
City of Rialto - Development Review Services
Riverside County - Fee Nexus Study for SMARA Program
State Board of Mining and Geology - Financial Assurance Estimating Guidelines
San Bernardino County – Development Review Services and annual mine inspections

Annual Monitoring for Mining Projects

San Bernardino County -- Annual SMARA Compliance
Santa Barbara County - Annual SMARA Compliance
Tulare County – Annual SMARA Compliance
City of Lake Elsinore - Annual SMARA Compliance
City of Lake Forest Annual SMARA Compliance
City of Highlands - Annual SMARA Compliance
City of Redlands - Annual SMARA Compliance
City of Rialto – Annual SMARA Compliance
City of 29 Palms – Annual SMARA Compliance
City of Upland – Annual SMARA Compliance

Environmental Impact Assessments (General)

Stage Coach Springs Subdivision EIR – County of San Diego
Dick-Con Corporation Subdivision EIR - County of San Diego
Vista Pacifica Subdivision EIR – County of San Diego
Imperial Beach Club EIR - City of Imperial Beach
El Monte Golf Course EIR – Helix Water District

Water Development Projects

Otay Mesa Groundwater Development Environmental Assessment, Otay Water Dist.
Regulatory Site Water Storage and Pipeline EIR, Otay Water District
Daley Ranch Groundwater Development, Otay Water District
Rancho Jamul Reservoir Siting and Alternatives Analysis, Otay Water District
On-Call Environmental Services, Otay Water District
Hillsdale Reservoir Siting and Alternatives Analysis, Otay Water District

ATTACHMENT 2

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Proposer must sign the appropriate statement below as applicable.

(X) Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: EnviroMINE, Inc.

Signature: James DeCarolis

( ) Proposer takes exceptions to terms, conditions, requirements, or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm:

Signature:

The proposer should note that any exceptions taken from the stated terms and/or specifications *may,* but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are _____ additional pages.

This document must be completed and returned with your Submittal

ATTACHMENT 3

PROPOSER'S CERTIFICATION

Submit To: City of Redlands City of Redlands Development Services Department 35 Cajon Street, Suite 20 P.O. Box 3005 Redlands, CA 92373	CITY OF REDLANDS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: October 7, 2024	**DUE TIME: 4:00pm PST**	**RFP No. 20240920TM**

TITLE: SMARA Consulting

VENDOR NAME: EnviroMINE, Inc.	**PHONE NUMBER:** 619-284-8515
VENDOR MAILING ADDRESS: 4711 Viewridge Ave., Suite 270	**FAX NUMBER:** 619-284-0115
CITY/STATE/ZIP: San Diego, CA 92123	**E-MAIL ADDRESS:** jdecarolis@enviromineinc.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offer or and have not colluded with any offerors or parties to an RFP whatsoever for any fraudulent purpose."

Addendum #	Addendum#	Addendum #	Addendum #	Addendum #
1				

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Authorized Agent Name, Title (Print)	Authorized Signature	Date
James DeCarolis	James DeCarolis	10/2/2024

This form must be completed and returned with your Submittal

ATTACHMENT 4

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

EnviroMine Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

4711 Viewridge Ave Suite 270

Requester's name and address (optional)

6 City, state, and ZIP code

San Diego CA 92123

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 10/3/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ATTACHMENT 5

ENVIR-1 OP ID: IV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/02/2024

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

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

PRODUCER SCF Insurance Services, Inc. License # 0606662 P.O. Box 1300 La Mesa, CA 91944-1300 Ingrid Van Moppes, CLU 619-589-0303	CONTACT NAME: Ingrid Van Moppes, CLU PHONE (A/C, No, Ext): 619-589-0303 FAX (A/C, No): E-MAIL ADDRESS: ingrid@scfinsurance.com
INSURED Warren R. Coalson DBA Enviromine DBA Enviromine Warren Coalson 4711 Viewridge Ave. Suite 270 San Diego, CA 92123	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Ins. Co. — 19682 INSURER B : Lloyds of London — 15792 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		72SBAKY5134	01/04/2024	01/04/2025	EACH OCCURRENCE	$ 2,000,000
	[X] Business Owners						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[ ] ANY AUTO			72SBAKY5134	01/04/2024	01/04/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		72WECLQ0097	09/01/2024	09/01/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Hartford Fire Ins			72SBAKY5134	01/04/2024	01/04/2025	PROPERTY	169,200
B	Professional Liab			PLC-01890-001	11/11/2023	11/11/2024	Liability	1,000,000

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

City of Redlands is named as additional insured on a Primary & Non-Contributory basis, as required by written contract. Wavir of subrogation is granted in favor of the Additional insured

CERTIFICATE HOLDER

CITYOFR

City of Redlands
P O Box 3005
Redlands, CA 92373

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ingrid Van Moppes

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

Policy Number:72WECLQ0097
Effective Date 09/01/23Effective hour is the same as stated on the information page of the policy.
Named Insured and Address:

Enviromine
4711 Viewridge Ave. Suite 270
San Diego,CA 92123

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of you employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
CITY OF REDLANDS	

Countersigned _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U S A
Process Date: **Policy Expiration Date: 09/01/24**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

C. Who is an insured in the BUSINESS LIABILITY or losses covered under the BUSINESS

C. Who is an insured in the BUSINESS LIABILITY COVERAGE FORM is amended to include as an insured the person or organization shown in the Declarations but only with respect to liability arising our of the operations of the **named insured.**

For losses covered under the BUSINESS LIABILITY COVERAGE of this policy this insurance is Primarily to other valid and collective insurance which is available to the person or organization Shown in the Declarations as an Additional insured.

CITY OF REDLANDS

Form SS 04 49 05 93 Printed in U.S.A. (NS)

City of Redlands

Development Services Department
www.cityofredlands.org

REQUEST FOR PROPOSAL
RFP No. 20240920TM
TO PROVIDE:

Sand and Gravel Annual Site Inspections, Review of Financial Assurances, and Related Inspection Services for Compliance with the State Surface Mining & Reclamation Act (SMARA)

Date Issued: September 20, 2024
Date Due: October 7, 2024 @ 4*:00 p.m. P.S.T.*

Responses received and opened at:

City of Redlands,
Development Services Department
35 Cajon Street, Suite 20
Redlands, CA 92373

I. INTRODUCTION

A. Background

The City was incorporated in 1888. The City is a general law city and has a council-manager form of government with a five-member City Council serving five districts. The City Council Members are elected at large to serve as council members for four-year terms. Full-service functions of the City government are carried out by approximately 635 full-time and part-time staff members. The population of the City is approximately 72,000 residents and consists of 36 square miles within the City limits. The City's General Fund Budget for fiscal year 2024-25 is approximately $127.5 million.

B. Purpose

The City is seeking to enter into a contract with a firm which can serve as the City's Contract Sand and Gravel Specialist and assist Department Staff and the various Boards and Commissions which are concerned with sand and gravel operations in the Santa Ana River Wash area adjacent to the City. Two (2) major sand and gravel operations (Robertson Ready Mix and CEMEX) are located in the Upper Santa Ana River Wash area within the Cities of Highland and Redlands. These operations include five (5) sand and gravel mines, two (2) sand and gravel processing plants, cement batch plants, asphalt batch plants and related activities. The mining activities are subject to requirements of the State Surface Mining and Reclamation Act (SMARA) and various land use entitlements. Total mining production for CEMEX and Robertson's is 4.5 million tons per year (MTPY). Current Conditional Use Permits as specified by the Upper Santa Anna River Wash Land Management Plan, maximum production of the aggregate processing plants would be 3.0 million tons per year for each mining company, with a combined total of 6.0 MTPY in total production. The existing mining footprint covers approximately 865 acres. The combined footprint of CEMEX and Robertson's quarries and associated facilities would total 1,191 acres, an approximately 37.6 percent increase in acreage. In addition to the sand and gravel operations, the San Bernardino Valley Water Conservation District manages extensive portions of the wash for water spreading purposes, the Department of Interior (Bureau of Land Management), the San Bernardino County Flood Control District and others are responsible for other activities in the Wash area.

C. RFP Contact

All correspondence, including Proposals and questions, must be submitted to the person identified below (RFP Contact):

City of Redlands
Development Services Department
Attn: Tricia Munoz, Management Analyst
35 Cajon Street, Suite 20

Redlands, CA 92374
(909) 335-4599 Ext. 9 Phone
Email: tmunoz@cityofredlands.org

Proposals will not be accepted by email or facsimile. Proposals must be submitted via hard copy with original signature submitted to the address indicated above.

II. PROPOSAL TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

Release of RFP No. 20240920TM	Friday, September 20, 2024
Deadline for Submission of Questions (submitted online)	Thursday, September 26, 2024, at 4:00 pm PST
Submittal of Answers to Questions (posted online)	Wednesday, October 2, 2024, by 4:00 pm PST
Deadline for Proposals	Monday, October 7, 2024, by 4:00 pm PST
Date for Tentative Contract Award	November 2024

Note: The City is closed on alternate Fridays (September 27th).

Questions regarding the contents of this RFP must be submitted on or before the Deadline for Submission of Questions and directed to the RFP Contact online through PlanetBids https://pbsystem.planetbids.com/portal/24639/portal-home. All questions will be answered, and both the question and answer will be posted as an Addendum to the RFP in PlanetBids.

III. DEFINITIONS

Capitalized terms used in this RFP shall have the meanings given to them in the RFP and as defined below:

Agreement: The Contract between the City and the Proposer resulting from the award issued pursuant to this RFP to the successful Proposer.

Consultant: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the City. Consultant is also referred to as “Proposer” or “Vendor” within this RFP.

Facilitator: A City designated individual tasked with managing the processes of the evaluation panel.

Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.

Request For Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the City. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Reference Terms: Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "City" or the "City of Redlands" shall be construed to refer to the City for which the solicitation was issued, and the City shall be the legislative authority for all matters concerning this solicitation or the resulting contract(s).

Services: The requested professional services described in this RFP.

Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Agreement or under a separate contract with or on behalf of Consultant.

IV. SCOPE OF WORK

The selected firm will provide adjunct staff support to ensure that the sand and gravel operations are conducted in compliance with the State Surface Mining and Reclamation Act including conducting annual site audits, reviewing financial assurances, determining whether the operations are conducted in compliance with the various land use entitlements, performing mitigation monitoring as appropriate and associated Reclamation Plans, etc. Fees for the various tasks will be on a time and materials basis and will be paid for by deposits from the sand and gravel operators. In addition, other work as requested by the City may also be conducted relating to activities in the Wash area. The contract shall initially be for a term of three (3) years subject to annual renewal upon satisfactorily completing the previous year's scope of work and the contract will have the option to extend the term for two (2) additional one-year periods for a total of five (5) years (refer to Section AA. Agreement Term: Service Period).

A. SERVICE DESCRIPTIONS

1. **Surface Mining and Reclamation Act Compliance** - The Surface Mining and Reclamation Act (Act) requires that at a minimum, each year, the local jurisdiction shall conduct an inspection (site inspection) to determine whether the surface mining operation is in compliance with the Act. The inspection shall include a review of the annual report prepared and submitted by the operator as required by the Act, a review of any reclamation plan to determine whether reclamation of mining is in compliance with the approved plan and a review of the financial assurances to determine their adequacy under the Act.

The consultant shall work with the operator where necessary to bring all surface mining activities into compliance with the Act.

2. **Land Use Entitlement Compliance (Entitlement)** - In conjunction with the Act, the consultant will inspect all sand and gravel operations in each jurisdiction to ensure compliance with all applicable land use entitlements. Inspection shall include an analysis to determine compliance with all conditions of approval. The consultant shall work with the operator where necessary to bring all surface mining activities into compliance with the entitlement.

3. **Mitigation Monitoring (Program)** - In conjunction with the annual site audit, the annual land use entitlement review, and at other times as required by the approved Mitigation Monitoring Program, the consultant shall review each sand and gravel operation to determine compliance with the approved Program. The consultant shall prepare and submit a report to the City identifying the operator's compliance with the approved Program. The City may from time-to-time request additional mitigation monitoring in conjunction with the various sand and gravel operations.

4. **Meeting Attendance** – The consultant may be asked to attend the City's Planning Commission and the City Council meetings on a as needed basis. The consultant shall provide to the City annually a completed Inspection Form as required by the Act, a report identifying the sand and gravel operator's compliance with the various land use entitlements, and reports on the operator's compliance with the Mitigation Monitoring Program.

   The consultant may from time to time be requested by either City to review and comment on new land use entitlements for future mining operations and prepare conditions of approval for such new entitlements. The consultant may be asked to meet with staff in the field, or at the City to review and discuss specific Wash related issues, as well as being contacted by telephone from time to time for advice and comments on such issues.

V. GENERAL PROPOSAL INSTRUCTIONS

You must have experience in the areas listed in this RFP, and you must include municipal references with your proposal.

Firms interested in submitting a proposal are advised to closely examine the **ALL SECTIONS** contained within the Request for Proposals. Firms interested in submitting a hard copy proposal shall submit **three (3) color copies** of their proposal, and in addition to the hard copies and sealed cost proposal in a separate envelope, an electronic copy on a flash drive shall be included with the proposal submitted. Proposals should be clearly marked as **"RFP No. 20240920TM**

SMARA Services" and the proposal fee structure shall be submitted in a separate envelope clearly marked as **"RFP No. 20240920TM Fee and Service Structure"**. The proposals shall include the name of the respondent.

City of Redlands
Development Services Department
Attn: Tricia Munoz, Management Analyst
35 Cajon Street, Suite 20
Redlands, CA 92373

All proposals and copies of proposals shall be submitted on recycled content paper and contain no non-recyclable materials. To be considered for award of this work, proposals must be received on or before the date and time set forth in Section II: Proposal Timeline: **4:00 pm PST on Monday, October 7, 2024.**

Proposals sent by email or facsimile will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and dates specified above. Once opened, all responses become a public record and will be available for the public to review.

If you opt to submit electronically, please submit according to the Proposal Format Guidelines below and refer to Section VI. Process for Submitting Proposal Subsection C. Submittal of Proposal.

PROPOSAL FORMAT GUIDELINES

All proposals shall be submitted in the format outlined herein. Any proposal that does not comply with the requirements in the sole opinion of the City, may be rejected. The City of Redlands will receive competitive proposals from vendors having specific experience and qualifications in the areas identified in this RFP. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the vendor that best meets the proposed needs at a reasonable price, not necessarily the lowest price.

Proposal Forms

- Proposal cover page
- Exceptions or Deviations Form
- Proposer Certification / Addenda Acknowledgement Form or No-Proposal Response Form
- IRS W-9 Form
- Current Certificate of Insurance

Interested firms should provide the City with the following information:

A. Cover Page

This is to be used as the first page of the submission. This form must be fully completed and signed by an authorized officer of the firm.

B. Executive Summary

This part of the response to the RFP should be limited to a brief narrative highlighting the proposer's qualifications and experience. Typically, this section should not exceed one (1) page.

C. Approach and Methodology

Provide a straightforward and concise presentation. The proposal should include a description of your understanding of the City and emphasize a clear understanding of the scope of services required and demonstrate the necessary resources to perform the intended services.

D. Firm Information/Organization

The Proposer must identify the Account Manager who will be working directly with the City and engaged in managing the work. Resumes must be included which reference the individual's qualifications and experience in managing similar projects. List relevant projects worked on, dates showing length of time spent on each project and the specific duties responsibilities for each project.

Identify the responsibilities of the key individuals, other than the Account Manager, who will be assigned to the proposed contract, and who will have major responsibilities for the performance of the services required. Include resumes that list relevant projects worked on, dates showing length of time spent on each project and the specific duties and responsibilities for each project.

The City reserves the right to approve or disapprove any change to the successful Proposer's Account Manager. Personnel changes that impact the contract may result in the cancellation of the contract.

E. Staffing

Provide a list of principals, including subcontractors, with their qualifications. Upon award of contract, principals may not be changed without approval of the City. Describe firm's support organization, accessibility and quality assurance methods for optimizing staff utilization.

F. References

The information requested in this section should describe your qualifications within the past five (5) years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Names of key staff that participated on named projects and their specific responsibilities.
2. A summary of your firm's demonstrated capability, including the length of time that you have provided the services being requested in this Request for Proposal.
3. Provide at least three references that received similar services from your firm. The City may contact the organizations and individuals. Information provided shall include:
    a. Client name.
    b. Project description.
    c. Project start and end dates
    d. Client project manager name, telephone, and electronic mail address.

G. <u>Fee/Cost Proposal</u>

A fee proposal should be submitted and include material, supplies, and any associated travel expense rates, if not already included in the personnel rate. This proposal should be in a **separate sealed envelope** marked with **"RFP No. 20240922TM SMARA Services Fee Proposal"** and your firm's name. Failure to do so may result in your firm's disqualification.

The cost proposal will specifically address the cost to consumers for the services and products proposed.

1. The Cost Proposal must provide a detailed fee schedule itemizing the services including (but should not be limited to) the following:
2. Hourly rates for regular business hours (state regular business hours).
3. Any addition
4. Travel or trip charges, if any.
5. Include any minimums that apply
6. Include any alternate pricing structures (such as block of hours).
7. Cost proposal must refer/reference specific Scope of Work items
8. If a specific requested service, function, or option is not offered/ available please indicate.
9. Provide the total cost for this assignment.
10. Include any general comments on pricing, or different levels of service.
11. Pricing should include all fees associated with this task.
12. It is expected that all proposers responding to this RFP will offer government or comparable most favorable rates. Any and all discounts offers must be clearly delineated.

13. In addition, all prices must be firm and fixed for this assignment following the notice of award

VI. PROCESS FOR SUBMITTING PROPOSAL

A. Content of Proposal

The proposal must be submitted using the format as indicated in the proposal format guidelines.

B. Number of Proposals

Submit three (3) color copies of your proposal to allow for thorough evaluation and comparative analysis.

Proposal should be 8 ½ x 11 inches, printed two-sided on recycled and recyclable paper with removable bindings.

An electronic version in PDF format on a flash drive will also be required with your submittal if not submitting electronically in our eProcurement system.

C. Submission of Proposal

The proposal shall be signed by an authorized individual of the professional firm. Complete written proposals must be submitted in sealed envelopes, with a separate envelope for the Fee Proposal **no later than 4:00 p.m. PST on Monday, October 7, 2024**.

The outside of the proposal package shall be prominently marked with the following identification: "**RFP No. 20240920TM for SMARA Services**" together with the name and address of the submitter.

Proposals can be mailed, hand-delivered or sent by courier to:

City of Redlands
Development Services Department
Attn: Tricia Munoz, Management Analyst
35 Cajon Street, Suite 20
Redlands, CA 92374

Electronic Submission of Proposal: Proposal can be submitted electronically in lieu of hard copies in our eProcurement systems at system subject to the same proposal deadline as stated above in this section.

D. Inquiries

Any inquiry or request for interpretation received by the city before the indicated questions due date will be given consideration. Post all questions online at

eProcurement system at www.cityofredlands.org/RFP *by 4:00 pm PST Thursday, September 26, 2024.* Answers will be provided and posted at the city website eProcurement system https://www.cityofredlands.org/rfp *by 4:00 pm PST on Wednesday, October 2, 2024.*

E. Conditions of Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or its entirety, and to waive minor irregularities in any proposal.

VII. EVALUATION

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each Proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the Proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Proposal meets these requirements.

The City's evaluation and selection process is based upon the following criteria in evaluation and comparison of proposals submitted. The criteria listed are not necessarily all-inclusive.

A. Ability to provide services in a timely manner add clarification of timely manner
B. References
C. Qualifications (work experience and directly related experience)
D. Compliance with RFP requirements and
E. Methodology to be employed in conducting the scope of services

The following is an outline of the procedures the City will use in the selection process:

A. The city organizes the Screening and Selection Committee (Committee).
B. The Committee reviews the proposals submitted by the prospective vendors.
C. The Committee selects proposals which qualify based on the qualifications and previous experience performing similar work.
D. The Committee will determine and identify the vendors that are qualified to perform the services and will rank the vendors based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services

required. Vendors with top ranking proposals may be selected for an interview.

E. The Committee will make a selection based on qualifications. Negotiations will be undertaken with the firm ranked most qualified with the City's goal being to secure the services at a cost equivalent to the lowest cost offered to the City by an approved and qualified vendor and provides to the City the best long range economic value by the qualified vendors.
F. If a contract cannot be successfully negotiated with the top-rated vendor /firm, the negotiations with the designated vendor /firm may be terminated in writing and negotiations may be started with the next highest rated proposal. This process will continue until the negotiations are successfully concluded with a vendor /firm.

The City may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process.

The City will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the qualifications evaluation. A Facilitator will manage the integrity of the qualifications evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation worksheets for each Proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the Proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the Facilitator will contact Proposer(s) to obtain the necessary information. The Facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the qualifications evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the Facilitator will

coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all scorings are finalized and documented, the Facilitator will collect individual evaluation worksheets to create a final qualifications evaluation scoring worksheet and rank the proposals first, second, third, etc.

Following the qualifications evaluation and ranking of the proposals, the Facilitator will open all fee proposals. The ranking of the proposals will not be altered once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Proposer(s).

VIII. STANDARD TERMS AND CONDITIONS

A. Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the proposer. All proposals submitted become the property of the City of Redlands. Submitted proposals, including fee proposals, are subject to the California Public Records Act.

B. Firm's Current Workload and Schedule

Provide information supporting firm's ability to perform in a timely fashion. Present workload of key personnel assigned to this project. Indicate that the personnel listed in the submittal shall be available for and assigned to the City based on illustrated workload. Indicate firm's ability to meet budget and schedule. It will be important to limit response to similar projects based on current and near future workload.

C. Sub-consultants/Subcontractors

Contractor shall submit a list of sub-consultants and subcontractors. No substitutions shall be made without prior written approval by the City.

D. Intangibles

Describe any significant or unique accomplishments or awards for work performed for similar agencies. Provide any additional information which may be relevant to the evaluation of your submission relative to the City's project.

E. Litigation

Please list any past and/or pending litigation or disputes relating to the work described herein, that the firm has been involved in within the last five (5) years. List shall include project name, nature of litigation and outcome of litigation (if resolved).

F. Licenses

Firm shall submit proof of licensing as may be required by local, state, or federal agencies to perform the required work.

G. INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the City's Risk Management Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

- **Comprehensive Commercial General Liability**. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of $1,000,000 per occurrence and $2,000,000 aggregate with an insurance carrier acceptable to the City and name the City as additional insured.

- **Commercial Automobile Liability Insurance.** Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000, combined single limit for bodily injury liability and property damage liability and name the City as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

- **Workers' Compensation and Employer's Liability Insurance**. If applicable, the Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the City. Contractor and any sub-consultants or subcontractors shall comply fully with the California Workers' Compensation Law.

- **Professional Liability Insurance**. If applicable, the Vendor shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of $1,000,000 per claims made and $2,000,000 aggregate with an insurance carrier accepted to the City.

- **The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the City.**
    - The name of the insured Contractor, the specified job by name

and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.

- Certificates of insurance shall clearly evidence coverage required above.
- Certificates of insurance shall be submitted by the broker directly either via email (insurance@cityofredlands.org) or US Mail to: City of Redlands, Risk Management Division PO Box 3005 Redlands, CA 92373. The insurer will notify the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- The city reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

H. EXAMINATION OF PROPOSAL DOCUMENTS

Each vendor shall carefully examine the Specifications and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

Should a vendor find discrepancies or ambiguities in, or omissions from the Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the City,

I. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any vendor as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received by the **City before the indicated due date will be given consideration. Post all questions** online at eProcurement system at www.cityofredlands.org/RFP. Answers will be provided posted at the city website, eProcurement system: www.cityofredlands.org/rfp

The City reserves the right to amend this RFP prior to the proposal due date. **Addenda or addendum will be sent published on the City's website, eProcurement system at *www.cityofredlands.org/rfp***. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Proposal will constitute acknowledgment of the

receipt of same. All addenda are a part of the Proposal Documents, and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before Proposals are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The City and its Vendors do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Proposer plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.

J. CHANGES / MODIFICATIONS

The City reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

K. GOVERNING LAWS AND REGULATIONS

The Proposer is required to be familiar with and shall be responsible for complying with the City's Purchasing Policies and Procedures, City resolutions, City rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Proposer.

L. PREVAILING WAGES

When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws and must furnish the City with Certified Payroll Records upon request.

M. BLACK OUT PERIOD

The blackout period is defined as between the time the submittals for an Invitation to Bid, Request for Proposals, Request for Qualifications or the Invitation to Negotiate, as applicable, are issued by the City's Purchasing Division and the time the City Council awards the contract. During this black out period, any attempt to influence the thinking of City staff or officials for or against a specific cause related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, may result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, oral presentations before the selection committee, contract negotiations, or communications with staff not concerning this solicitation.

N. CONTRACT NEGOTIATION

Upon receipt of the proposals, the Selection Committee shall first determine and identify those persons or organizations that are qualified to perform the services and shall rank such persons and organizations based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required.

Second, the cost proposals submitted by all qualified persons and organizations shall be opened and reviewed.

Third, negotiations shall be undertaken with the person or organization ranked most qualified in an attempt to secure the services at a cost equivalent to the lowest cost offered to the city by the qualified persons and organizations. If the person or organization ranked is unwilling to provide the services at a cost equivalent to such lowest cost: 1) such person or organization may nevertheless be awarded a contract, provided the purchasing agent, city manager or city council, as appropriate, determines the initiating city department director has substantiated that the cost for the services is reasonable and appropriate; or 2) negotiations with the most qualified person or organization may be terminated and the initiating city department may undertake similar negotiations with the other qualified person and organizations in order of rank.

The proposal signed by the successful Proposer along with documentation included in the proposal as required by this solicitation and other additional materials submitted by the Proposer and accepted by the City shall be the basis for negotiation of a contract addressing the requirements of the solicitation. The resulting contract will be approved in accordance with the City's Purchasing Ordinance.

O. FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City,

provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of funds thereafter. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

P. PAYMENTS

Payments shall be made 30 days from the receipt of the invoice and follow all City policies promulgated thereby.

Q. BUSINESS LICENSES

The successful proposer will be required to obtain a City of Redlands business license prior to commencement of work.

R. INDEMNIFICATION

The successful Proposer must fully indemnify the City. Such indemnification will be documented in the contract documents.

S. RIGHT OF REJECTION

The City of Redlands reserves the right to reject any and/or all proposals, reserve the right to waive any informalities or irregularities in the proposal or examination process, reserve the right to select low proposal per item, and reserve the right to award proposals and/or contracts in the best interest of the City.

T. REFERENCE TERMS

Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships, and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the “City” or the “City of Redlands” shall be construed to refer to the City for which the solicitation was issued, and the City shall be the legislative authority for all matters concerning this solicitation or the resulting contract(s).

U. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of ten (10)

years from the date of final payment under the Agreement and by the sub-contractor for a period of ten (10) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

V. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

W. PROPRIETARY INFORMATION

Responses to this Request for Proposals, upon receipt by the City, become public records. If any proposer believes that any portion of all of the response is confidential and proprietary, proposer shall clearly assert such exception and the specific legal authority of the asserted exemption. Such designation of an item as a trade secret may be challenged in court by any person. By the proposer's designation of material submitted to the City as a "trade secret", the proposer agrees to hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging the proposer's "trade secret" claim.

X. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Proposer by submitting a proposal acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. The successful Proposer has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Proposer's approval. Without the Proposer's approval, the seeking agency cannot Piggy-Back.

Y. QUALIFICATION CRITERIA

The information requested in this section should describe your qualifications within the past five years that are similar in size and scope to demonstrate competence to perform these services.

All documents should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements and specifications of the RFP. Proposals will be evaluated by the City Committee. The most qualified firm will be selected based on, but not limited

to, the following considerations. The successful proposer will have a strong combination of:

- Knowledge of Code
- Professional quality service;
- Expertise and experience;
- Strong administrative support personnel;
- Sense of value and creativity;
- Excellent communication;
- Flexibility;
- Ability to provide additional services as necessary
- Explanation of compensation structure;
- Excellent references; and
- Organizational stability.

AA. AGREEMENT TERM: Service Period

The Agreement period will be for three (3) years beginning on December 3, 2024, through December 2, 2027, with the option to extend two (2) additional one-year (1) periods with the same terms and conditions by providing written notice at least thirty (30) days prior to the expiration of the initial term or any extended term.

As part of the contract/agreement, the City of Redlands will reserve the right to select or reject employees and sub-contractors providing services.

PROPOSAL DOCUMENTS

PROPOSAL COVER PAGE

Name of Firm, Entity or Organization:

Federal Employer Identification Number (EIN):

State of California License Number (If Applicable):

Name of Contact Person:

Title:

E-Mail Address:

Mailing Address:

Street Address (if different):

City, State, Zip:

Telephone: **Fax:**

Organizational Structure – Please Check One:

Corporation ☐ **Partnership** ☐ **Proprietorship** ☐ **Joint Venture** ☐ **Other** ☐

If Corporation:
Date of Incorporation: **State of Incorporation:**

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: _____

Signature: _____

Title: _____

Phone: _____

This document must be completed and returned with your Submittal.

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Proposer must sign the appropriate statement below as applicable.

( ) Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature: _____

( ) Proposer takes exceptions to terms, conditions, requirements, or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm: _____

Signature: _____

The proposer should note that any exceptions taken from the stated terms and/or specifications *may,* but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are _____ additional pages.

This document must be completed and returned with your Submittal

PROPOSER'S CERTIFICATION

Submit To: City of Redlands City of Redlands Development Services Department 35 Cajon Street, Suite 20 P.O. Box 3005 Redlands, CA 92373	CITY OF REDLANDS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: October 7, 2024	**DUE TIME: 4:00pm PST**	**RFP No. 20240920TM**

TITLE: SMARA Consulting

VENDOR NAME:	**PHONE NUMBER:**
VENDOR MAILING ADDRESS:	**FAX NUMBER:**
CITY/STATE/ZIP:	**E-MAIL ADDRESS:**

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offer or and have not colluded with any offerors or parties to an RFP whatsoever for any fraudulent purpose."

_____ Addendum #	_____ Addendum#	_____ Addendum #	_____ Addendum #	_____ Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

_____ _____

Authorized Agent Name, Title (Print) Authorized Signature Date

This form must be completed and returned with your Submittal

NO-PROPOSAL RESPONSE

City of Redlands
Statement of "No Proposal"

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to: **City of Redlands, Development Services Department, 35 Cajon Street, Suite 20, Redlands, CA 92373, Attn: Tricia Munoz, Management Analyst**

We, the undersigned, have declined to submit a proposal on your **RFP No. 20240920TM** for services to perform sand and gravel annual site inspections, review of financial assurances and related inspection services for compliance with the State Surface Mining and Reclamation Act (SMARA) for the following reasons:

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks:

_____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____

Telephone Number _____ Date _____

City Council Meeting **K. 8.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8646 Designating the City's Authorized Agents for cost recovery purposes for the California Governor's Office of Emergency Management (CalOES) and the Federal Emergency Management Agency (FEMA) (Fire Chief Sessler)

MOTION(S):

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

I move to adopt Resolution No. 8646.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8646 to designate the City's authorized agents for cost recovery purposes through the California Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) for any damages and emergency work that may occur during a natural or man-made disaster.

DISCUSSION:

In order to proceed with requests for cost recovery from the California Governor's Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA), the City must designate the titles of its Authorized Agents. The Authorized Agents serve to execute for and on behalf of the City for the purpose of obtaining certain financial assistance under P.L. 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

The attached resolution would serve as a recorded file designating the "authorized agents" to execute the cost recovery agreements between the City and CalOES. The City is eligible for reimbursement of regular and overtime costs, equipment costs, and associated expenses up to three (3) years following the date of adoption by City Council, for any emergency work performed. The resolution specifically enables the City Manager, the Fire Chief, and the Facilities and Community Services Director of the City of Redlands, to execute agreements between the City and CalOES when funding is awarded for cost recovery related to these expenses.

ALTERNATIVES:

Do not adopt Resolution No. 8646 designating the City's authorized agents.

STRATEGIC PLAN:

Priority B - 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
Tabitha Crocker, Facilities and Community Services Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	N
Appropriation Required Y/N:	N
Discussion:	

There is no fiscal impact to the City associated with the adoption of Resolution No. 8646. The Resolution serves only to designate the City's authorized agents for cost recovery from the California Governor's Office of Emergency Services and the Federal Emergency Management Agency.

Attachments

Resolution No. 8646

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: 071-59962

RESOLUTION NO. 8646

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Redlands (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

Fire Chief (Title of Authorized Agent), OR

Facilities & Community Services Director (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Redlands (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Redlands (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 17th day of December, 2024

Mayor
(Name and Title of Governing Body Representative)

Mayor Pro Tempore
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Jeanne Donaldson (Name), duly appointed and City Clerk (Title) of City of Redlands (Name of Applicant), do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the City Council (Governing Body) of the City of Redlands (Name of Applicant) on the 17th day of December, 2024 .

_____
(Signature)

City Clerk, City of Redlands
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

City Council Meeting **K. 9.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the purchase of a mobile office from Mobile Modular for the California Street Landfill at a cost of $117,550.24 (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move to approve the purchase of a mobile office from Mobile Modular for the California Street Landfill.

RECOMMENDATION:

Staff recommends City Council to authorize the purchase of a mobile office with Mobile Modular for placement at the California Street Landfill.

DISCUSSION:

The Facilities and Community Services Department, Solid Waste Division, operates a landfill known as the California Street Landfill. The landfill must comply with a wide range of rules and regulations that are consistently changing. This constant development comes with the need for staff that play a crucial role in daily landfill operations. It is essential to expand our office space to accommodate the increased landfill staff.

It is determined that new updated office space is needed to ensure that staff assigned to the Landfill Division have efficient resources to provide essential landfill compliance. The current mobile office is over 20 years old and has non-repairable damage. The design surpassed its life expectancy and no longer meets regulatory standards, including ADA compliance. This non-compliance can limit access to essential services and opportunities for the landfill staff. Purchasing a new mobile office to replace the current office unit is the most

cost-effective option.

Staff followed the City's procurement policies in regard to an existing cooperative contract agreement for Public Utility Equipment with Sourcewell. By utilizing the Sourcewell cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded. Agencies can review bid results from more than 50,000 government, educational, and non-profit organizations and draw from the terms and pricing for units and equipment.

ALTERNATIVES:

City Council may elect not to approve the request to purchase the mobile office unit.

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	N
Amount:	$117,550.24
Budgeted Y/N:	Y
Account No.:	511900
Discussion:	

Sufficient funding for this purchase is included in the Solid Waste Division's (511900) budget for Fiscal Year 2024-25 as approved by City Council.

Attachments

A. Quote

B. Sourcewell Contract

C. Mobile Modular Contract 120822

a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-471544
Date of Quote	09/25/2024
Quote Expiration Date:	10/25/2024
Estimate Del Date	11/01/2024
Buyer PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Buyer Name and Billing Address	Site Information	Seller Name
City of Redlands (“Buyer”) Nevada Street Redlands, CA 92374 Louie Miranda Phone #: 1 (909) 201-9477 **Sourcewell** Member Account ID# 18877	Louie Miranda Nevada Street Redlands, CA 92374 Cell: 1 (909) 201-9477	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") **Questions?** Contact: Mario Duran mario.duran@mobilemodular.com Direct Phone: 1 (951) 282-4253

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Sales Office, 12x56.8 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.) BID: 35104 | 1986 | Office Space	1		$73,643.99	Y
Sourcewell Building price @ $150/SF x 681.6 = $102,240.00 (-) minus MM discount (used building) $28,596.01 = Total $73,643.00				
Ramp, Custom Plan (1 - ADA Ramp 38' Max Length, 1 - Step)	1	$24,418.00	$24,418.00	Y

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Sales Office, 12x56.8 HCD (NonStd) (Non-Standard Configuration.Size excludes 3' towbar.)				
Delivery	1	$746.00	$746.00	N
Delivery Pilot	1	$465.00	$465.00	N
Delivery Permit	1	$194.00	$194.00	N
Block and Level Building (PW)	1	$750.00	$750.00	N
Foundation, Installation (PW)	20	$109.00	$2,180.00	Y
Essential Material Handling Fee	1	$75.00	$75.00	N
Removal, Towbar/Hitch (PW)	1	$155.00	$155.00	N
Skirting, Install (PW)	138	$25.00	$3,450.00	Y
Installation, Ramp Custom Plan (PW - Steps)	1	$2,400.00	$2,400.00	N

Total Estimated Charges

Subtotal	$108,476.99
Taxes	$9,073.25
Total Charges (including tax)	**$117,550.24**

Special Notes

FOUNDATION DRAWINGS NOT INCLUDED!

Flooring (LVT): New

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

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Sale Quotation and Agreement

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Buyer PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agrement and/or credit approval.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

Used building sale: Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery. For warranty information, please refer to the Supplemental Sale Terms and Conditions located on Seller's website at: https://www.mobilemodular.com/Content/Documents/ContractTerms/Supplemental-Sale-T-and-C.pdf

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Additional Information

- Quote is valid for 30 days.
- Buyer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Buyer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval
- Down Payment required upon execution of agreement.
- Sales Tax will be calculated based on the tax rate at the time of invoicing.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

a Division of McGrath RentCorp
Corporate Headquarters
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Sale Quotation and Agreement

Quote #	Q-471544
Date of Quote	09/25/2024
Quote Expiration Date:	10/25/2024
Estimate Del Date	11/01/2024
Buyer PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at (https://www.mobilemodular.com/contractterms), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:	**BUYER:**
Mobile Modular Management Corporation a Division of McGrath RentCorp	City of Redlands
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Sale Quotation and Agreement

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MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

SALE TERMS AND CONDITIONS

1. **SALE**. Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. This Agreement constitutes a separate and independent sale (a "**Sale**") of the Equipment specified in the Agreement.

2. **TIME PAYMENT; TITLE RETENTION**.

   (a) **PURCHASE PRICE**. The aggregate amount of the purchase price (the "**Purchase Price**") is set forth in the Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, Buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.

   (b) **TITLE/RETENTION**. Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Agreement shall be made without any abatement or set off of any kind, arising from any cause.

2. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.

3. **DELIVERY AND PLACEMENT OF EQUIPMENT**. Seller agrees to deliver the Equipment to the site location listed on the Agreement (the "**Site**"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.

4. **INSPECTION AND ACCEPTANCE**. Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.

5. **BUYER AGREEMENTS**. Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.

6. **LOSS OR DAMAGE**. All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.

7. **INSURANCE**. Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of $1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.

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Sale Quotation and Agreement

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Buyer PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

8. **WAIVER AND INDEMNIFICATION**.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

9. **TERMINATION FOLLOWING BREACH**. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

10. **GOVERNING LAW**. Buyer and Seller agree that the Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

11. **JURISDICTION**.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

12. **SELLER'S EXPENSES**. Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

13. **LICENSE AND TRANSFER FEE(S)**. If so listed on the Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

14. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

15. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

16. **MISCELLANEOUS**.

(a) **MODIFICATIONS AND AMENDMENTS**. Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by

a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-471544
Date of Quote	09/25/2024
Quote Expiration Date:	10/25/2024
Estimate Del Date	11/01/2024
Buyer PO#:	

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER**. Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the does not constitute a “construction contract” or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

17. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

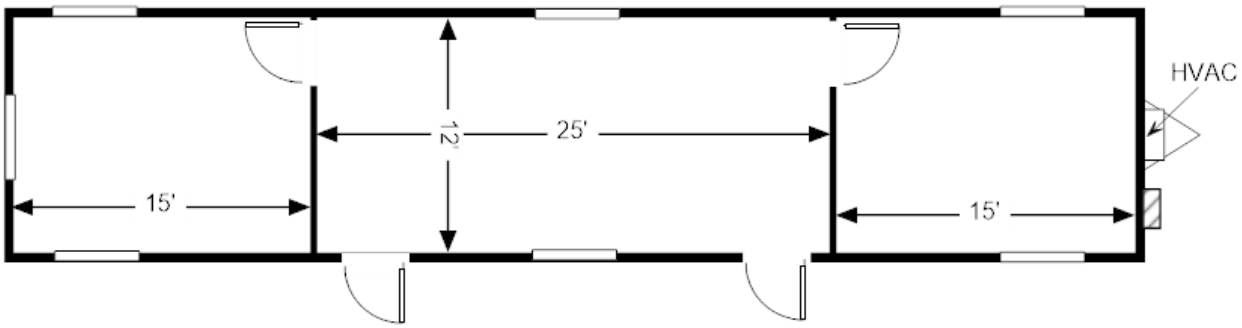
Sale Terms and Conditions, Rev12/12/16

Modular Design

(All drawings and specifications are nominal)

MOBILE MODULAR SOURCEWELL CONTRACT ID# 120822-MMR

12x56:



11450 Mission Blvd, Mira Loma, CA 91752

Mario Duran | 951.282.4253 | Mario.Duran@MobileModular.com

Sourcewell offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Sourcewell combines the buying power of more than 50,000 government, education, and nonprofit organizations to save time and money. Their cooperative purchasing program manages the solicitation requirements and offers members easy access to an established network of awarded contracts.

Mobile Modular - Sourcewell Awarded Contract: Contract#120822-MMR. This is a 4-year Contract and expires February 24, 2027

Sourcewell issued a public solicitation for Relocatable Building and Storage Solutions with Related Services from which **Mobile Modular** was awarded this contract.

Mobile Modular has partnered with **Sourcewell** to offer education, government and non-profit agencies a nationally leveraged, competitively bid contract.

Sourcewell Participating Entities can use our **Mobile Modular** website to have direct access to our resources including to our **Mobile Modular-Sourcewell** Contract and to our 3D Visualizer tool, this tool will allow them to Design and Build their modular building and view a selection of our Plus accessories to furnish their building in real time and they can also see and choose buildings offered in their geographical area. We are the only commercial, government, and education modular building provider that offers this type of tool.

Mobile Modular-Sourcewell website: https://www.mobilemodular.com/industries/government/sourcewell

No more writing RFP (REQUEST FOR PROPOSAL) specs for the dedicated Procurement Professional, now via **Sourcewell** they can search for already contracted **Mobile Modular** products, get quotes, and purchase 100% online**. Mobile Modular** provides custom prefab buildings for government-commercial & education solutions such as Temporary or Permanent Office Modular Buildings (Trailers): Government Field Office, Contractor Office Space, Modular Swing Space, Prefabricated Modular wood building, Restroom Trailers, Kitchen Trailers, Blast Resistant Modulars, Container "Conex" boxes, and any Custom-Made Modular building desired. Our Turnkey solution for modular buildings includes Site services, furniture, project management, plus turnkey solutions improve efficiency by saving you the hassle of working with multiple vendors and managing numerous invoices.

Sourcewell Agency lookup for U.S (United States) government and education agencies, or download the complete Nationwide of nonprofit member list: SOURCEWELL Participating Agency List for Nonprofits in the US.xlsx and the Nationwide Government & Education agencies list: SOURCEWELL Participating Agency List for Government & Education Agencies in the US.xlsx Agency Lookup: https://www.sourcewell-mn.gov/lookup

Mobile Modular-Sourcewell Contract Information: https://www.sourcewell-mn.gov/cooperative-purchasing/120822-mmr

Mobile Modular-Sourcewell approved pricing list information: https://azureadminmgrc.sharepoint.com/:x:/r/sites/MM/_layouts/15/doc2.aspx?sourcedoc=%7Babeb856c-8876-4571-ac63-195478acf4ce%7D&action=edit&wdPreviousSession=337bf574-febf-4031-864a-d0288faca91d

McGRATH Enabling our customers to do great things.

Cristhyan Monreal | National Accounts Manager - Government
GSA Contract #GS-07F-0401X
Mobile Modular | **USA**
t: 951.790.8961 | Cristhyan.Monreal@MobileModular.com

Patrick Muchmore LEED® AP, BD+C | Sr. Government Sales Manager
Mobile Modular | 4301-C Stuart Andrew Blvd, Charlotte, NC 28217
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Sourcewell

Solicitation Number: 120822

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McGrath RentCorp dba Mobile Modular Management Corp., 5700 Las Positas Road, Livermore, CA 94551-7806 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Relocatable Building and Storage Solutions with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 24, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent caused by the negligence or willful misconduct of Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for direct and actual damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

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insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

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requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

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of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

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and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 2/22/2023 | 4:43 PM CST

McGrath RentCorp dba Mobile Modular Management Corp.

By: DocuSigned by: Phil Hawkins 504F43CE8C7C4FE...

Phil Hawkins

Title: SVP Division Manager

Date: 2/22/2023 | 5:15 PM CST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 2/22/2023 | 5:17 PM CST

RFP 120822 - Relocatable Building and Storage Solutions with Related Services

Vendor Details

Company Name:	Mobile Modular Management Corp
Does your company conduct business under any other name? If yes, please state:	McGrath RentCorp dba Mobile Modular Management Corp
Address:	5700 Los Positas Road Livermore, CA 94551
Contact:	Patrick Muchmore
Email:	patrick.muchmore@mobilemodular.com
Phone:	704-614-7616
Fax:	704-519-4001
HST#:	94-2579843

Submission Details

Created On:	Wednesday November 16, 2022 19:41:47
Submitted On:	Thursday December 08, 2022 14:55:29
Submitted By:	Patrick Muchmore
Email:	patrick.muchmore@mobilemodular.com
Transaction #:	f36a91f9-e4a2-43a6-b914-5fe19c3e75fe
Submitter's IP Address:	71.28.91.10

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	McGrath RentCorp	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mobile Modular Management Corp Mobile Modular Portable Storage Kitchens To Go	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA Mobile Modular Management Corp DBA Mobile Modular Portable Storage DBA Kitchens To Go	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: LVDDZJ5UBDS4 Cage Code: 0PJ96	*
5	Proposer Physical Address:	5700 Las Positas Road, Livermore CA 94551-7806	*
6	Proposer website address (or addresses):	www.mobilemodular.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Phil Hawkins SVP Division Manager 2849 E. Main Street Grand Prairie, TX 75050 Email: Philip.Hawkins@mobilemodular.com Phone: (469) 507-3318	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Patrick Muchmore Sr. Government Sales Manager 4301-C Stuart Andrew Blvd, Charlotte, NC 28173 Email: patrick.muchmore@mobilemodular.com Phone: (704) 614-7616	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Cristhyan Monreal National Accounts Manager (Government) 11450 Mission Blvd, Mira Loma, CA 91752 Email: Cristhyan.Monreal@mobilemodular.com Phone: 951-790-8961	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Who We Are Mobile Modular and Portable Storage are both divisions of McGrath RentCorp, a diversified business-to-business company that leases and sells modular buildings, containers, electronic test equipment, and containment tanks. McGrath RentCorp is headquartered in Livermore, CA with branch offices throughout North America. We have been in business over 43 years are traded on the NASDAQ Global Select Market under the symbol "MGRC." Mobile Modular has a national footprint regarding sales of modular buildings. Regarding leasing we are moving towards national operations via internal growth and acquisitions. Our Core Values Include; Social Responsibility: McGrath RentCorp and its divisions' are focused on social responsibility in all our business activities. We believe in zero discrimination, we employ and advance qualified individuals on merit with equal opportunity for all. We are especially proud of our ability to attract and employ Veterans. We are also proud to sponsor many community service events each year with volunteer teams from all our branches. Environmental Responsibility: New buildings that enter our fleet are custom manufactured to the highest level of environmental energy codes in effect within the group of states we tag or engineer seal to. In other words if we tag or engineer a new building to allow them to be installed in five states, we build to meet or exceed the state code that has the most stringent energy codes. We choose energy efficient materials, equipment, and plumbing fixtures to meet or exceed codes. For example our east coast buildings have white EPDM roofing which reflects sunlight reducing interior heat gain, reducing energy use. Our competitors typically use a black material. Most of our fleet now have 2x6 wall studs with heavy insulation vs. industry standard 2x4 wall studs. A full list of sustainability features is available upon request. Business Philosophy: We focus special attention on providing quality above industry standards and exceptional service	*
11	What are your company's expectations in the event of an award?	We expect to significantly increase our business with state and local government agencies by training our national sales teams to inform government agencies that they can purchase utilizing the Sourcewell contract. Additionally we will include our Sourcewell affiliation in marketing pieces and while exhibiting at government related conferences	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go are all divisions of McGrath RentCorp. McGrath has been in business over 43 years. We are traded on the NASDAQ Global Select Market under the symbol "MGRC." McGrath is a dividend champion having increased the stock dividend 31 consecutive years. We are considered the most financially stable long term modular provider in the US. Never restructured or filed bankruptcy. Our supply chain vendors and site service subcontractors benefit from our net 30 or less payment terms. Please see our uploaded SEC 10-Q Financial Report.	*
13	What is your US market share for the solutions that you are proposing?	We estimate our market share is 30%	*
14	What is your Canadian market share for the solutions that you are proposing?	The McGrath divisions Mobile Modular Management Corp., Mobile Modular Portable Storage, and Kitchens To Go do not yet operate in Canada. We are continuing a strong expansion program in North America.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Never petitioned for bankruptcy and never needed to restructure.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Modular Building Lease and Sales Industry typically refers to our type of business as "Dealer" however we are best described as a manufacture and service provider who can lease, sell, install, and construct a complete turnkey modular project including utilities and site development. We manufacture in house and utilize factories across the US to manufacture to our specifications. We own multiple Inventory Centers (IC) across the US that store product, provide offices for administration staff. All ICs have large shops that perform the refurbishment of our lease fleet before the next customer receives our product. Many of our ICs are licensed to manufacture. Our national sales force consists of internal employees. Most of our warranty service is provided by internal employees, supplemented when needed by subcontractors. We self perform some deliveries and installations, however most are subcontracted. We subcontract site preparation, foundations, site construction, and utility development and connections. We have employees on staff; Engineers, Construction Managers, and Project Managers.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We hold state contractors licenses in every state we perform site construction. Our sales reps hold state modular building sales professional licenses in every state they sell in that requires a license. We hold state modular building manufacture licenses in every state we manufacture in that has this requirement. We are registered in the federal system SAM for all types of federal awards under UEI: LVDDZJ5UBDS4 and CAGE Code: 0PJ96. Our Transportation Trucks are DOT licensed as needed for each state we operate our own vehicles in. Our Engineers hold licenses for every state they perform work in.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no Suspensions or Debarments	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	On Oct 9, 2019 UCLA project: The UCLA fitness Modular Center is mentioned in the attached article, this was a really neat custom job we did. See attached document with additional pictures along wit the following link with more information. https://interiordesign.net/projects/john-friedman-alice-kimm-architects-goes-modular-for-kinross-recreation-center-at-ucla/ On Spring/Summer 2021 we did a Custom Modular school project: Crean Lutheran School was a customized, permanent modular building-one that a passerby may not notice was built using modular buildings. See the following link with an article with pictures and more information. https://www.qgdigitalpublishing.com/publication/?m=66075&i=705381&p=26&ver=html5 Kitchens To Go (KTG by Mobile Modular): Hennessey Traveler - USAF Reserves 2016 2018 2020 Association of Healthcare Foodservice Making A Difference Award 2021 Society for Hospitality and Foodservice Management 2021 President's Award Dan McCaffery Society for Hospitality and Foodservice Management 2021 Friend of the Foundation Award On May 4, 2021 from Fast Company - The projects we honor in the World Changing Ideas Awards are more important than ever. You and your fellow honorees are playing an important role in building a better world—now and as we emerge from the coronavirus crisis. We're proud to support the bold ideas you're working on. Our team determined which ideas were creative and meaningful enough to be included in our list. Thank you again for your continued support of Fast Company and your innovative work. See link under popmarts (Kitchens To Go by Mobile Modular): https://www.fastcompany.com/90619192/world-changing-ideas-awards-2021-enduring-impact-15-years-in-business-finalists-and-honorable-mentions On January 30, 2020 members of the Mira Loma, CA Mobile Modular team volunteered at a non-profit organization in Fontana, CA called Heroes Warehouse. This organization collects and donates furniture and household goods to needy veterans in the local community. The Mira Loma, CA team helped the organization by doing some landscaping and clean-up around their property and organizing their warehouse of furniture and household goods and this is what they wrote: "We all had an amazing experience with this incredible organization"	*
20	What percentage of your sales are to the governmental sector in the past three years	Government 34%	*
21	What percentage of your sales are to the education sector in the past three years	Education 35%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State of California Contract#110059947 $441K City of Tracy, CA Contract#110061354-56 $312K County of San Mateo, CA Contract#110053497-682 $314K E&I Cooperative Services: Is the only member-owned, non-profit sourcing cooperative exclusively focused on serving the education community. 2022 YE Est $4,470,000 2021 $4,375,000 2020 $2,290,000 Buy Board: All products, supplies, equipment, and services that appear on the BuyBoard have been competitively procured and awarded by the Cooperative. $4,313,251.32 total sales on contract Modular Buildings, Classrooms, and Relocation Services 637-21.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our annual GSA contract is typically $1.5 Million Dollars. Department of Interior: $396.36K Department of Justice:$580K Department of Navy:$2.23K Air Force:$181.26K Homeland Security:$99.93K Department of Agriculture:$186.59K Army: $239.31K Health and Human Services:$7.93K US Army Corps of Engineers: $38.68K	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Santa Cruz City School District	Trevor Miller (Director of Facilities)	831-429-3904 x 59102	*
Ohlone Community College Freemont & Newark	Alex Lebedeff (Director of Contract Administration, Purchasing, Risk Management & Auxiliary Services)	510-659-6263	*
Chesterfield County Public Schools	Scott Carson	804-748-1405	*
Mt. View Whisman School District	Ayinde Rudolph (Superintendent)	650-526-3500	
HACLA (Housing Authority City of Los Angeles)	Kevin Sharp	213-252-3163	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Santa Cruz City School District	Education	California - CA	The project totaled 20,160 square feet of learning space and consisted of multiple single story classroom buildings on three campuses: Branciforte Small Schools, De Laveaga Elementary School, and Bay View Elementary School. The Project meets the contracting valuation criteria, and demonstrates Mobile Modular's technical abilities with modular building experience.	$6,149,958.00	$6,165,128.90	*

Ohlone Community College District	Education	California - CA	Rental, delivery, foundation installation, modular installation, dismantle, of (112) 12x40' prefabricated modules, labor and material for interior and exterior modifications and improvements. Use of crane, forklift, translift,.Included design phase and value engineering support and services to ensure classrooms met occupancy use/needs and all required Division of State Architect regulations, assessment of civil scope, ramp design and path of travel consideration to meet ADA requirements. Utility disconnect and asphalt removal at time of return. Job Hazard Analysis and Safety Plan	$3,398,636.83	$3,433,906.97	*
Los Angeles Unified School District (LAUSD)	Education	California - CA	Rental, delivery, foundation installation, classroom modular installation, dismantle, of multiple 12'x40' prefabricated classrooms, labor and material for interior and exterior modifications and improvements. Use of man power along with forklift, translift. Included design phase and value engineering support and services to ensure classrooms met occupancy use/needs and all required Division of State Architect regulations, assessment of civil scope, ramp design and path of travel consideration to meet ADA requirements. Utility disconnect and asphalt removal at time of return.	$2,552,139.01	$4,344,899.09	*
Housing Authority City of Los Angeles	Government	California - CA	This project totaled 8,640 square feet of office space and consisted of multiple units combined into one multiplex 144'x60' modular building campus. This turnkey project included manufacturing, delivery and installation.	$1,449,250.02	$1,816,621.82	*
Patriot - Ft. Myer Dorm Swing Space	Government	Virginia - VA	This project totaled 44,544 Sq. Ft. of swing space building. Delivered multiple floors from factory, installed on site with piers/pads/anchored down to have this entire swing space building ready to occupy.	$6,001,135.00	$6,001,135.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Mobile Modular Management Inc: Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales: CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews) Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Texas: With offices located in Pasadena TX adn Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).

27	Dealer network or other distribution methods.	Mobile Modular Management Inc: Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales: CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews) Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Texas: With offices located in Pasadena TX adn Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).

28	Service force.	Mobile Modular Management Inc: Our Custom Modular Solutions division have licenses to sell custom modular solutions units in all 50 states nationwide with the help and support of our inventory centers and different factories located around the nation and that we work with. Locations of our network of sales: CMS Nationwide: The number of workers involved with sales and services are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Our Mobile Modular Divisions includes our Mobile Modular division along with our Mobile Modular Portable Storage division: Pacific North West: With offices in Pacific WA, Richland WA, North Salt UT, Boise ID, Portland OR, Eugene OR, Airway Heights WA, Redmond OR, servicing/covering the following areas/states: WA, OR, ID, UT, MT, WY, and CO. The number of workers involved with sales and services within this branch are: 20 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews) Northern California: With an office located in Livermore CA (Corporate Office) servicing/covering just the Northern California area: From Del Norte County to Fresno County. The number of workers involved with sales and services within this branch are: 57 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Pacific South West: With offices located in Mira Loma CA, Las Vegas NV, Phoenix AZ servicing/covering Southern California area: From Bakersfield County to San Diego County, and the states of AZ, NV. The number of workers involved with sales and services within this branch are: 70 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Central: With an office located in Williston ND servicing/covering the states of North Dakota, South Dakota, Montana and Wyoming. The number of workers involved with sales and services within this branch are: 10 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Texas: With offices located in Pasadena TX adn Grand Prairie TX servicing/covering the following States: TX, OK, LA and AR. The number of workers involved with sales and services within this branch are: 60 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Florida: With an office in Auburndale FL servicing/covering the entire state of Florida. The number of workers involved with sales and services within this branch are: 30 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews). Mid Atlantic: With offices in Charlotte, NC and Fredericksburg, VA servicing/covering the following States: AL, TN, GA, SC, NC, VA, WV, PA, DC, MD, DE and NJ. The number of workers involved with sales and services within this branch are: 50 (Direct Mobile Modular employees + employees from third party. e.g. haulers and setcrews).
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Purchasing a New Modular Buildings vs Leasing or Purchasing from our existing Modular Inventory: With a multitude of modular office configurations to choose from, we have the ability to meet your project needs. With locations across the country, we can ship modular buildings quickly to your site to keep you on schedule. Mobile Modular provides custom prefab buildings for commercial and education solutions such as mobile offices, portable classrooms, restrooms and more. We also provide blast resistant modules for rent, lease or sale. Guide to Modular Ordering/Fabrication Process: Step 1: Project Scoping Floor Plan/Design with our Mobile Modular Consultant The design phase of the modular building process will create the description of the building desired, by providing detailed plans and specifications. A strong and healthy conversation with our Mobile Modular Consultant will bring together the necesary information to bring your building plan alive. Here are a few of the general questions to start with: Do we already have a budget for the project? Have you already selected the site location for the project? Is the modular building meant for temporary or permanent usage? How soon will the building be occupied? How many people will the modular building house? How much square footage is required?

How big is the building footprint (exterior) for the modular building?
How many bathrooms are required?
Are fire suppression systems required?
Does the building need to be ADA compliant?
What direction will the building face?
What exterior finish does the customer want?
What interior finish does the customer want?
What flooring does the customer want?
What kind of foundation is appropriate?
What kind of roof is appropriate?
This is where we identify what the customer is looking for, whether it's a cost-driven utilitarian building, or a modern energy efficient modular
building. Once this information has been gathered our Mobile Modular consultant and team will produce the ideal modular building design to fit the
customer's needs.

Step 2: Pricing Information (Proposal) by our Mobile Modular Consultant:

Mobile Modular Consultant will provide you with a complete estimated cost (quotation) for the desired modular building pre-designed floor plan,
along with the pricing information for the delivery and installation of the modular building.

Step 3: Terms and conditions:
Approvals & Down Payment

Step 4: Engineering
The modular building design will go through the Mobile Modular or factory engineering team for a complete engineering evaluation. Modular buildings are subject to a series of national, state and local building codes that ensure the building meets a set of standards codes for safety and performance, such as
fires, earthquakes and the Hurricane Zone codes adopted by many coastal counties. During this review process our engineering department confirms that our
design proposal meets all applicable building codes.
After our engineering team review has been completed the engineering documents are sent for approval from an independent third party engineering review.

Step 3: Permits & Approvals
A construction permit or building permit is a permit required in most jurisdictions for new construction or major renovations.
Typical construction permits required can include:

Site plan
Building permit
Mechanical permit
Plumbing permit
Concrete permit
Encroachment permit
Sign permit
Flood district development permit
The building owner is ultimately responsible for securing building permits for work on their property. In practice most building owners appoint the
general contractor as an authorized representative so the contractor can obtain the required permits. The building owner is advised to confirm that the
general contractor has secured the proper building permits for their project. Failure to obtain the proper permits can result in significant fines,
penalties, and even demolition of unauthorized construction.

Step 4: Site Development: The area selected for the insallation of the unit (s).
One of key factors with modular construction is that the site development and building foundation are prepared while the modules are being
fabricated at the manufacturing facility and transported to the job site. The site development and building construction processes happen concurrently
instead of sequentially like site built construction. Projects are developed on a variety of geographic settings; typical site development includes:

Surveying
Demolition
Excavation
Grading
Site drainage
Foundation construction
Utility installation
There are two primary modular building foundation classifications; on grade and

		raised or full foundation. An on grade foundation is generally for permanent installations and is more expensive. A full foundation can be used for temporary or permanent structures, it is less expensive to install, and it is more cost effective to relocate the building later while causing minimal site disturbance. Step 5: Plant Fabrication Modular fabrication refers to the process of building and constructing equipment off-site in a fabrication facility. The completed product can then be delivered to the worksite and quickly installed and integrated into field operations. This differs from on-site construction in which the equipment or system is fully built at the worksite. Modular fabrication offers another set of very significant benefits over field construction: efficiency, speed, safety, quality, economy, and convenience. Step 6: Transportation Each modular unit is shipped over the road by haulers experts in modular building transportation. In most U.S. jurisdictions building shipping limitations are 14' wide and between 60' & 90' in length per module unit. The scope of the project and the size of the modules determines how the project is transported to the job site. For big modular buildings, that consist of many modular units, the delivery is staged in phases so the Mobile Modular set-crew can prepare and install the modules in a logical sequence. Step 7: Installation Mobile modular setcrew will install the modular building, complete any on site finish out and make the final utility connections if needed. The choice of building foundation determines how the building will be installed. Permanent, semi-permanent and on grade foundations will require the modules to be set with a crane. Raised foundations, typically used for temporary buildings, allow the modules to be set in place through simple mechanical methods. With the modules in place final touch out of the interior and exterior proceeds. Finish out can include electrical and mechanical system connection between modules, stairs, ADA ramps, skirting, exterior siding, trim and utility connections. Step 8: Safety and Quality Most people who have ever been on a construction site understand the dangers associated with heavy machinery. In an on-site construction project, the dangers are often elevated since conventional, daily operations are likely to be on-going nearby. With modular fabrication, the work is done off-site, which means that the company's routine operations are not disturbed or endangered, and by the same token, the fabrication work itself is also safer and easier to monitor. Additionally, modular fabrication allows for very thorough testing and evaluations to be done before the new goods and equipment ever reach the worksite. This allows for problems to be quickly and safely fixed before they become a field hazard and endanger workers or material resources on-site. Modular fabrication enables the highest industry standards to be met and all regulations and guidelines to be stringently adhered to. Step 8: Warranty Services Our custom modular buildings are built with high-quality materials, excellent workmanship, and always within customer specifications. Should an issue arise, we will address it immediately.	
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As the complete modular solution provider, Mobile Modular expert technicians are available to service your modular classroom, building or complex. By either calling our 24hr 800 number or by completing the service request form, one of our team members will contact you to set up a service appointment. Please allow for next business day response if you are calling or submitting this form outside our regular business hours. Your lease includes service calls by Mobile Modular and its authorized subcontractors for repairs resulting from routine wear and tear of the building and equipment. Your lease does not include: charges for any service performed by other vendors or individuals, janitorial services, HVAC filter replacement and/or coil cleaning, light bulb replacement and pest control.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As a leader in the modular building industry, we take pride in our end-to-end project solutions. With over 40 years of exceptional service and expertise, we are committed to matching the right product with each customer. Whether you are looking for a commercial or education building, our supply of modular and prefab buildings are available to lease or to own across the United States. Your project is our commitment! As an industry leader, our goal is to provide a comprehensive customer experience guided by our team of experts from start to finish. We offer a wide range of both temporary and permanent modular building solutions to meet the needs of major industries including education, construction, healthcare, government, commercial, retail, industrial and petrochemical.Our customers are able to build their ideal modular education building accessories floorplan with the help of our 360 3D Visualizer. It allows users to customize their buildings with an assortment of exterior wall colors, flooring options, restrooms, offices, equipment, and accessories.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We currently can not service Canada but we are continuing to expand our operations organically and through acquisitions	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	A warranty servicing and shipping distance surcharge may be added depending on the type of transaction. If required this will be discussed and negotiated before a quote is provided	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Mobile Modular will promote this contract opportunity through its website at www.mobilemodular.com, with internet advertising, promoting and direct marketing, along with the help of our Marketing team, MM will start sending *email blast* to thousands of state and local government agencies nationwide that are related to this contract opportunity. See upload.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	A couple years ago we developed a 360 3D Building Visualizer tool that allows the user to design, build and furnish their own modular building. Our visualizer contains regional specific products such as classrooms, offices, blast resistant modules and restrooms. The user can utilize the visualizer on any device with features such as social distancing guidelines, walk – thru building experience, decorate, build cabinet sets, select unique paint colors and more. This unique one-of-a-kind modular building tool lets the customer truly visualize their modular building before purchasing or leasing. Mobile Modular leverages customer data to personalize our marketing to build a better customer experience. We look to amplify MMMC products and services through effective, high-impact driven digital channels. We do this by routinely adjusting SEM investment, tailoring SEO to regional messaging, investing in social media ads as well as retargeted display ads and dynamic web loads based around geo preference. We want to foster an environment of innovation, long-term planning, measurement, transparency and collaboration with the MMMC business partners.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	This can be a fruitful avenue to drive increased revenue streams. I believe that thousands of government agencies will be saving time and money during the procurement process with the help of Sourcewell, along with that Sourcewell participating entities can significantly reduce the overall sales cycle by already having a negotiated contract and pricing information with Mobile Modular. We will train our sales representative receives to promote the Sourcewell contract. Our National Accounts Team – Government and Sr Government Sales Manager in charge of Sourcewell business development will edit the quote to verify the appropriate notes, verify pricing, and ensure the transaction is handled appropriately. At the point when the customer indicates they are ready to move forward with the order, and they will issue a PO.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we have an online method of selecting buildings and any optional accessories and if helpful use our 360 3D Visualizer then automatically send that off for a specific quote from the local sales rep	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For new building purchases O&M equipment manuals and product maintenance literature are provided at no cost. For standard building equipment in person or virtual training is typically not required, however if requested we can provide basic training at no cost. We provide this training by our warrantee service employees or third party product providers i.e. HVAC supplier.	*
41	Describe any technological advances that your proposed products or services offer.	Sourcewell Participating Entities can use our website to choose buildings offered in their geographical area and utilize our 3D Visualizer tool. We are the only commercial, government, and education modular building provider that offers this type of tool. Additionally during the pandemic it was an opportunity for customers to utilize the social distancing feature to properly set up their classroom or office in a way that follows social distancing protocols. We introduced the digital transformation to the modular building marketplace. By taking a physical asset and turning it into a customizable digital asset on any device, including ADA ramps/steps, awnings, and furniture. See uploaded PDF	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our Sr. Government Sales Manager holds a current LEED AR BD+C Accreditation (certificate uploaded) For new building purchases we can provide design and specification consulting to meet LEED requirements and in general consult on best practices for overall best life cycle design and green/sustainability. Optionally at additional cost our lease fleet buildings can be modified to upgrade/install new equipment that meets Energy Star requirements or other green/sustainable certification programs	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We provide buildings that are designed and constructed to meet the most stringent energy codes in affect at the time of manufacture. Upgrades are available to custom buildings at additional cost to certify and label LEED compliance and other green/sustainable programs. Equipment, fixtures, and appliances can be specified and supplied with labels meeting Energy Star or other green/sustainable programs	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We subcontract the majority of our site work; delivery, installation, and utility connections to small business. These range from; SB, WOSB, EDWOSB, VOSB, SDVOSB	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Mobile Modular does not sell or lease via a national call center. RFQs are delivered to the sale rep in the region your Sourcewell Participating Entities are located. Internet inquiries are issued to the regional sales manager who promptly places the request with the sales rep who can complete a quote usually the same day. Online service requests are delivered directly to the service team for quick response and schedule communications. Our online 3D visualizer and help choose the right size and configuration needed to assure all needs are met. Our in house technical project managers or installation PMs can perform a site visit to assure a quality installation.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	New buildings purchased are covered; products, parts, labor, for one year from the date of manufacture. Leased buildings are covered for the term of the lease for products, parts, and labor as described in the uploaded warrantee Service Guide	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We expect the buildings to be used for the purpose stated by the customer. The following items are not included in your Lease Agreement and such services are not provided by Mobile Modular : janitorial services, HVAC filter replacement, HVAC coil cleaning, light bulb replacement and pest control. Customer is responsible for damages caused by theft or vandalism, accidents, negligence, improper maintenance, failure to report water leaks in a timely manner, extreme weather, or acts of God.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We will provide service in all regions that we sell, lease, and install buildings	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will provide service for all products we provide regardless of who the OEM is.	*
51	What are your proposed exchange and return programs and policies?	We will correct any building issues while the building is in place during the lease term. Depending on the circumstances a mid-term return is subject to an early return fee	*
52	Describe any service contract options for the items included in your proposal.	We offer; furniture and office equipment and appliance rental. We have an optional HVAC system maintenance service. We provide a design service for custom engineered building and foundation plans. In some areas we can offer permitting services	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	We accept checks, ACH transfers, and P-cards. Payment terms are net 30 from invoice date. Building sales are subject to credit check and typically we invoice 25% upon order, 65% when ready to ship, and 10% as a final bill when the owner has beneficial occupancy. Lease invoicing is line item invoicing per scope of work, typically when installation is complete (one time cost), Monthly lease invoicing for rental, and final invoicing for the teardown and return (one time cost) at the end of lease	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer in house lease rates based on the lease term. We offer third party finance company lease to purchase options	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See the uploaded Standard Documents; Lease Terms and Conditions, Supplemental Lease Terms and Conditions, Sale Terms and Conditions, Supplemental Sale Terms and Conditions	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We offer P-card payments at no additional fee	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our uploaded not to exceed Sourcewell pricing matrix has leasing rates established through our software system pricing tool that is based on market conditions, specific product utilization data, size and volume of business as a class of customer, win/loss ratios, and many other pertinent data inputs. The method used to establish pricing levels 2% to 25% below our standard rates for this Sourcewell RFP is as follows: System inputs were (1) customer category, high volume customers; Large commercial contractors (our lowest price category), (2) size of customer we input large (produces lowest price in the size category), (3) After the two price discount in steps 1&2 our pricing system allows an additional sliding scale price choice; Optimum (highest price), Target (mid-level price), and Minimum (lowest price available) We input at or near minimum to produce the submitted NTE price lowest final price available for Sourcewell Participating Entities. For building purchases, floor plan modifications, deliveries/transportation, foundations (except standard Block & Level), site preparation, custom installation, ancillary construction, utility development and connections, low voltage systems, structured cabling, servers and equipment, we use RSMeans (regionalized pricing system) plus 17% markup (the same system and rate approved in our Federal GSA Contract)	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our uploaded not to exceed Sourcewell pricing matrix represents a discount range of 2% to 25% discount from our standard pricing levels.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are negotiated on a case by case basis. We offer negotiated volume rebate programs starting at $500K in yearly revenue volume and up. The additional discounts range from 2% to 5%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or services can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Sales/Use tax and Personal Property Expense (PPE) fees will be an additional cost based on the installation location unless we receive a valid tax exemption certificate. Local permit fees if required. Site security access training for installation crews if required. Return cleaning fees	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Can be provided at cost plus 17% or priced via the RSMeans regionalized pricing system plus 17% markup	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Installation, customization, site work and ancillary construction/services match our federal GSA Contract pricing

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our sales reps and regional sales managers will be trained to recognize and verify if a state or local government agency is a Sourcewell participating entity and verify they intend to use the Sourcewell contract and corresponding pricing. Our CRM quoting system already tracks federal, state, and local entities on both quotes and awards. An additional CRM flag will be added for Sourcewell related awards. Our daily automated booked/billed report will highlight those Sourcewell related awards. Two employees, the National Account – Government Manager and Sr. Government Sales Manager will be tasked with collecting the data, developing quarterly reports and generate a quarterly payment to Sourcewell. We currently do this very same thing over the last 15 years for our federal GSA Contract, issuing quarterly IFF payments to GSA.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will utilize our existing tracking method in our CRM and quote generating system. We currently track and generate automated reports on all federal, state, and local quotes and PO awards by entity. We will add an additional flag for those awards (PO issued) using the Sourcewell contract	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will pay an administrative fee of 1.5% of all sales and lease revenue generated from Sourcewell participating entities that utilize the contract	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mobile Modular provides custom pre-fab buildings for government-commercial & education solutions such as Temporary or Permanent Office Modular Buildings (Trailers) such as: Government Field Office, Contractor Office Space, Modular Swing Space, Pre-Fabricated Modular wood building, Restroom Trailers, Kitchen Trailers, Blast Resistant Modulars, Container "Conex" boxes, and any Custom Made Modular building desired). Our Turnkey solutions for modular buildings includes: Site services, furniture, project management, Plus turnkey solutions improve efficiency by saving you the hassle of working with multiple vendors and managing numerous invoices.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Modular restroom trailers, Connex Containers, Restroom trailers, Prefabricated SCIF, Temporary Scif, Modular Scif, Modular Dormitories, Modular Dorms, Temporary Dorms, Pre Fabricated Multi Story, Pre Fabricated Multistory, Prefabricated Multistory, Modular Building, Temporary Field Office, Temporary Classroom, Pre-Engineered Structure, Temporary Kitchen, Connex box, Temporary Connex, Temporary Container, Portable Container, Construction Trailer, Swing Space, Temporary Modules, Temporary Office Space, Temporary Structure, Relocatable Building, Office Trailer, Prefabricated Modular, Prefabricated wood portable building, Temporary Office Trailer, Prefabricated Trailer, Temporary Construction Trailer	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	CateJor\ or T\pe	Offered	Comments	
71	Relocatable, demountable, portable, modular, temporary, and reusable buildings or storage	(•) Yes ( ) No	There are other keywords that Mobile Modular recommends for this category/listed types of equipment: Modular Restroom Trailers, Portable Connex/Containers, Prefabricated SCIF Buildings, Modular Temporary Dormitories, Prefabricated Multi Story, Temporary Modular Classrooms, Modular Kitchen, Temporary Swing Space.	*
72	Services related to the above offerings such as: assembly, disassembly, upkeep, repair, maintenance, leasing, rental, delivery, and transportation of the building or storage solutions described in Line 71 above	(•) Yes ( ) No	MM also offers Turnkey solutions for Modular Buildings: Site Related Services (electrical sewer lines water lines), Furniture and project management.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Price List Final 120822.xlsx - Thursday December 08, 2022 14:49:02
- Financial Strength and Stability - Financial SEC 10-Q 2022.pdf - Tuesday December 06, 2022 14:15:03
- Marketing Plan/Samples - 3D Visualizer & Sample Email Marketing Sourcewell.pdf - Tuesday December 06, 2022 15:57:04
- WMBE/MBE/SBE or Related Certificates - LEED-Building Design + Construction.pdf - Tuesday December 06, 2022 14:24:26
- Warranty Information - Factory New Warantee & Lease Service Guide.pdf - Tuesday December 06, 2022 14:21:59
- Standard Transaction Document Samples - Lease-Sale T&C & Supplemental Terms.pdf - Tuesday December 06, 2022 14:22:13
- Upload Additional Document - UCLA KREC Fitness Center (BY Design Space).pdf - Tuesday December 06, 2022 12:41:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Patrick Muchmore, Sr. Government Sales Manager, McGrath RentCorp, DBA Mobile Modular Management Corp, DBA Mobile Modular Portable Storage, DBA Kitchens To Go

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Relocatable_Building_Solutions_RFP_120822 Wed November 30 2022 09:30 AM	☑	1
Addendum_1_Relocatable_Building_Solutions_RFP_120822 Wed November 2 2022 10:09 AM	☑	1

City Council Meeting **K. 10.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services Agreement with Higginson Architects Inc. for general architecture design services for an amount not to exceed $100,000, and determine that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council find that approval of a Professional Services Agreement with Higginson Architects Inc. for general architecture design services is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; and
2. I move that the City Council approve the Professional Services Agreement with Higginson Architects Inc.

RECOMMENDATION:

Staff recommends that the City Council approve the Professional Services Agreement with Higginson Architects Inc. for general architecture design services for an amount not to exceed $100,000. Staff further recommends that City Council find that approval of a Professional Services Agreement with Higginson Architects Inc. for general architecture design services is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines.

DISCUSSION:

The Facilities and Community Services Department has projects included in fiscal years 2024-25 and 2025–26 budgets that require architectural and design services. The on-call agreement will expedite the projects and will allow for a more efficient utilization of the available funds. The funding for this agreement will be derived from individual project budgets in an amount not-to-exceed $100,000. The term of the agreement is for two years.

As such, the City advertised a Request for Proposals (RFP) for general architecture design services. A list of the firms is provided in the table below:

Firm Name	Responsive Proposer	Responsible Proposer	Cost Proposal
Architectural Resource Group	X	X	X
Higginson Architects Inc.	X	X	X
Holt Architects	X	X	X
Kritzinger & Rao	X	X	X
Miller Architectural Corporation	X	X	X

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 policy. Higginson Architects Inc. was selected as the most highly qualified firm, based on the response to the scope of work provided in the RFP.

The proposed project is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15061(b)(3). Section 15061(b)(3) applies to those activities where it is seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Staff has determined that the engagement of a firm for general architecture design services will not result in a physical change in the environment. Therefore, approval of the Professional Services Agreement is exempt from further CEQA review.

ALTERNATIVES:

The City Council may choose not to approve the professional services agreement for general architecture design services and direct staff accordingly.

STRATEGIC PLAN:

N/A

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

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

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2024-26
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$100,000.00
Budgeted Y/N:	Yes
Account No.:	101300

Discussion:

Sufficient funding for this service is included in the Facilities and Community Services Administrative Division's (101300) budget for Fiscal Year 2024-26 as approved by City Council.

Attachments

Professional Services Agreement - Higginson Architects

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of plan review, design, and bidding/construction support services ("Agreement") is made and entered in this 17th day of December, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Higginson Architects Inc., a California corporation. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide plan review, design, and bidding/construction support 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. The Consultant are architects that are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 98534.

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of two (2) years commencing as of the Effective Date, unless terminated earlier as provided herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Thousand Dollars ($100,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

David Higginson, CEO/President
Higginson Architects Inc.
34247 Yucaipa Boulevard, Suite D
Yucaipa, CA 92399
dhigginson@higginsonarchitects.com
Phone: (909) 797-1924

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: _____
, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

HIGGINSON ARCHITECTS INC.

By: _____
David Higginson, CEO/President

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall:

a. Review existing drawings, plans, and actual conditions, and advise the City on issues of concern in regards to design, equipment selection, material selection, cost estimation as well as cost (life-cycle) analysis.

b. Provide design development, bid documents, and a detailed cost estimate at each phase, which may include:

   i. Attend coordination meetings;
   ii. Provide progress prints/cost estimates (labor and materials) at appropriate intervals;
   iii. Include elevations of exposed mechanical or electrical units, and/or three-dimensional renderings (as requested); and
   iv. Provide architectural design drawings which shall include all components and accessories.
   v. Provide electrical, HVAC, and minor structural services as deemed required for a particular project.

c. Assist in the bidding and construction phases by answering questions and providing clarifications on plans and RFIs.

Detail/Phases:

a. Design Development

The City shall issue a written order to proceed with the Design Development phase. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection. If alternate layouts, design, work items and materials exist, the alternatives are to be prioritized with a recommendation of the best alternative with selection rationale outlined. Provide architectural design drawings which shall include all components and accessories, including system elevations (when applicable) in relation to project. Prepare a list of all permits, licenses, review, and approvals as required.

b. Contract Documents

Perform the final design and the preparation of detailed contract documents in accordance with applicable City, County, State, and Federal regulations ("codes") for all elements of work including architectural plans, custom details, phasing plans and structural and/or engineering modifications, as needed. Provide design progress reviews with the City and other authorities as required (typically at 50% and 95% completion). Provide progress prints, specifications, and revised cost estimates at specified intervals for the City's review and approval.

c. Bidding / Construction support services

The Consultant is to assist the City in pre-bid and pre-award meetings, as well as:

i. Assist in the evaluation of product or systems substitutions

Provide answer to the RFIs and plan clarifications during bidding phase as well as during construction phase.

EXHIBIT "B"
FEE SCHEDULE

Architectural Staff	Hourly Rate
Principal	$ 225.00
Company Officer	$ 175.00
Senior Associate	$ 145.00
Technical	$ 90.00
Administrative/Clerical	$ 75.00
Landscape Architect Staff	
Principal	$ 135.00
Project Manager	$ 115.00
Structural Engineering Staff	
Principal	$ 235.00
Project Manager	$ 145.00
Technical	$ 110.00
Civil Engineering Staff	
Principal	$ 150.00
Designer	$ 110.00
Draftsperson	$ 90.00
Electrical/Mechanical Engineering Staff	
Principal	$ 165.00
CADD	$ 145.00

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.

HIGGINSON ARCHITECTS INC.

By:_____ Date: _____

David Higginson, CEO/President

City Council Meeting **K. 11.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a $30,000 contribution for the 2025 Fourth of July Celebration to the Redlands 4th of July Committee and determine that the financial support serves a public benefit and approve the additional appropriation in the amount of $30,000 (Facilities and Community Services Department Director Crocker)

MOTION(S):

If the City Council determines that this request is appropriate, the following motion is provided:

1. I move that the City Council approve a contribution of $30,000 for the 2025 Fourth of July Celebration to the Redlands 4th of July Committee and determine that the financial support serves a public benefit; and
2. I move that the City Council approve the additional appropriation in the amount of $30,000.

RECOMMENDATION:

Staff recommends that the City Council approve a contribution of $30,000 for the 2025 Fourth of July Celebration to the Redlands 4th of July Committee and determine that the financial support serves a public benefit. Staff further recommends that City Council approve the additional appropriation in the amount of $30,000.

DISCUSSION:

The Facilities and Community Services Department (FCS) processes applications and issues special event permits for public activities within the city. Events may proceed upon permit approval, provided all requirements, including fee payment, are met. The City values partnerships with nonprofit organizations and periodically supports events and initiatives that provide significant public benefits through financial or in-kind contributions.

The Redlands 4th of July Committee has organized the City's Fourth of July celebration for 54 years. The event has traditionally been held at the University of Redlands, but since 2020, it has taken place at Moore Middle School. In 2024, the City Council approved a $30,000 contribution for the fireworks display. However, due to technical issues with the display, including the grand finale, the pyrotechnics contractor provided a $15,000 credit, reducing the Committee's financial need to $15,000. As the City disburses payment only after the event, the Redlands 4th of July Committee will receive a $15,000 payment for the 2024 event.

For the 2025 Fourth of July celebration, the Redlands 4th of July Committee is requesting a $30,000 financial contribution to secure the fireworks display. This contribution will represent a portion of the total event cost, with the fireworks display for 2024 costing $121,000 (before the $15,000 credit is applied). The Committee requires this funding to finalize their agreement with the fireworks vendor, who has promised an improved display for 2025 due to the technical issues experienced during the 2024 show. In addition, the Committee has requested logistical support from the FCS, Police, and Fire Departments, with in-kind services valued at approximately $24,000. A separate report will address these in-kind contributions on a future agenda.

If approved, the $30,000 contribution will be disbursed after the event is successfully completed. The Committee has requested the City's commitment of funds prior to finalizing the annual contract with the fireworks provider to ensure sufficient funds are available to meet the contract terms.

ALTERNATIVES:

The City Council may elect to deny the request for the expenditure of funds, or choose an alternative amount.

STRATEGIC PLAN:

Supports Priority A - Quality of Life; Strategic Objective 1. Beautification, Arts and Culture

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

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

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

PREPARED BY:
Chandra Thomas, Senior Manager Facilities and Community Services Department

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$30,000
Budgeted Y/N:	N
Account No.:	101300-8501

Discussion:

An additional appropriation of $30,000 from the General Fund unassigned balance is necessary to fund this request. The General Fund unassigned fund balance, as listed in the FY2025-26 Biennial Adopted Budget, is projected to be approximately $36.6 million as of June 30, 2025.

Attachments

Additional Appropriation
2025 Support Request
2024 Show Credit

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/17/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
FCS Admin	101300	8501		$ 30,000.00
			$	$ 30,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
			$	$ 0.00

JUSTIFICATION: Additional appropriation necessary to fund the annual Fourth of July Fireworks Show. Expense from the General Fund unassigned ending fund balance.

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

Redlands Fourth of July Committee, Inc

278 Tennessee Street
PO Box 12
Redlands, California

October 8, 2024

City of Redlands
Chris Boatman
Assistant City Manager
35 Cajon Street
Redlands, California 92373

Redlands Fourth of July Committee
2025 Fireworks Show

Dear Mr Boatman

I'm writing to you today as formal request for continued support from the City of Redlands for our 2025 Annual 4th of July Celebration. The Fourth of July Committee consists of group of community volunteers that provide the organization and planning of our community's annual celebration at Sylvan Park, Street Parade and festivities at Moore Middle School culminating with 9pm Fireworks show.

The committee's function is to provide the catalyst needed to plan and provide this celebration for the surrounding communities to enjoy on the 4th of July. Since inception the city has participated in some way, providing Police and Fire personal as needed which has grown to include traffic control, the use of Sylvan Park and monitory support for its continued success.

The event is funded thru the sale of Fireworks Tickets, Business donations, monetary support from San Manuel and the City of Redlands. Each have been critical to the success of the event for our community.

In recent years Redlands Unified School District has allowed the use of Moore Middle School providing over 36,000. in cost savings directly to the event. The overall event costs for our 2024 year were just over 121,000.00 which the committee will raise the additional monies as needed.

On behalf of the Redlands Fourth of July Committee, we formally ask the City of Redlands for their continued support and approval of this community event by providing Police and Fire personal and 30,000.00 cash monitory support, without your support this event would not be possible.

Thank you,

Tim Murone
Redlands Fourth of July Committee, Inc

Redlands Fourth of July Committee, Inc
278 Tennessee Street
PO Box 12
Redlands, California

October 8, 2024

City of Redlands
Chris Boatman
Assistant City Manager
35 Cajon Street
Redlands, California 92373

Redlands Fourth of July Committee
2025 Fireworks Show

Dear Mr. Boatman

I'm writing to you today with the follow up to this year's Fourth of July Community Celebration, specifically the Fireworks show mishap and malfunction. The Fourth of July Committee is tasked with providing the day's celebration starting at 9am at Sylvan Park, Community Parade and festivities at Moore Middle School culminating with our Fireworks Show Presentation at 9pm.

While all the above was enjoyed by those in attendance, the last portion of the Fireworks Show had a "glitch" causing fireworks misfires, miscues, musical breakdown and loss of the grand finale that we have all come to enjoy.

Working with Pyro Spectaculars management team we came to an equitable resolve whereas Pyro provided 15,000. discount off fees with the promise that next year's show will be over the top and loaded with pyrotechnics to please everyone.

While the cost of the day's activities and event expenses remained the same, we feel responsible for providing this 15,000. savings for the City of Redlands, leaving our final support reimbursement request of 15,000.00 in total instead of 30,000. as in past years.

Thank you,

Tim Murone
Redlands Fourth of July Committee, Inc.

Redlands Fourth of July Committee, Inc
July 7, 2024
Committee Press Release

"We were sitting on the grass with friends and family when halfway thru the program it was clear that the "sound and fireworks were not in sink together" said event chairman Tim Murone.

"We quickly learned there was a technical glitch"

"Pyro Spectaculars" has been producing our show without a glitch for the pat 30+ years. More important we have enjoyed a close working relationship with the same pyrotechnic operator who is recognized as one of the most capable operators in the industry.

In statement from Rialto-based Pyro Spectaculars by Souza, "we are currently investigating the incident to determine the root cause of the malfunction. The show was not continued out of an abundance of caution to ensure the safety of the firework operators and the spectators"

"Our committees first show in Redlands was in 1955, we deeply regret this year's troubles but happy everyone is safe"

Pyro Spectaculars Press Release

"We have experienced small malfunctions in past years"

"The industry has changed from pyro masters lighting off fuses manually to computerized electronic ignition, creating spectacular shows we enjoy today"

"This is a special day for America and Redlands, and we apologize to those in attendance that we could not continue the show. I was so disappointed that we could not continue the community celebration. But for safety's sake, we took immediate measures to ensure the protection of operators and spectators," said Murone

"In conversation with Pyro Spectaculars, next year's show will be over the top and loaded with pyrotechnics to please everyone

Other information

The industry has gone from the traditional hand-firing of fireworks to the spectacular effects orchestrated by a network of explosives, wires, fire cues and a computer. Fireworks can also be ignited by a microchip activated remotely. The biggest technology game-changer to the industry is the ability to leverage automation using computers

The Redlands Fourth of July Committee is group of volunteers that prepare and manage the event including Redlands Fourth of July Band led by Curtiss Allen Jr, Airshow with over 16+ vintage planes including helicopters, Skydivers landing in middle of field with the American Flag, Live Rock Band and concluding with Fireworks Show.

City Council Meeting **K. 12.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Salary Resolution No. 8650 establishing a Salary Schedule and Compensation Plan for City Employees and rescinding Resolution No. 8624 (Human Relations and Risk Management Director Meteau)

MOTION(S):

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

I move to adopt Resolution No. 8650 establishing a Salary Schedule and Compensation Plan for City Employees and rescinding Resolution No. 8624.

RECOMMENDATION:

Staff recommends that City Council approve Salary Resolution No. 8650 establishing a Salary Schedule and Compensation Plan for City Employees and rescind Resolution No. 8624.

DISCUSSION:

Resolution No. 8650 incorporates position changes in the City Manager's Office, Human Resources Department and the Library. The attached Position Change List details the changes being made. Changes are summarized below.

City Manager's Office - The addition of a grant-funded Management Analyst position to provide administrative and contract support to the Homeless Solutions Division. In addition, the Project Manager position will be downgraded to a Communications Specialist position to meet the current needs of the department to enhance community outreach and engagement.

Human Resources Department - The Risk Management Specialist position reclassified to a Human Resources Coordinator position. (Title change only)

Library - Salary adjustment to Library Director position.

Additionally, salary adjustments have been made to certain part-time classifications in order to maintain compliance with minimum wage requirements.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Robert Meteau, Human Resources and Risk Management Director

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

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

PREPARED BY:
Kisha McDonald, Human Resources Manager

Fiscal Impact

Discussion:

The Management Analyst position will be funded through the Encampment Resolution Funding Program (ERF-3) grant award.

The downgrade of the Project Manager position to a Communications Specialist position will result in an annual savings of approximately $43,178.

There is no fiscal impact associated with the reclassification in the Human Resources Department as it is a title change only.

The fiscal impact associated with the Library Director position is approximately $22,776 annually, which will be absorbed in the current FY 24/25 approved budget.

The fiscal impact for the increase in minimum wage is approximately $6,997.25 annually, which will be absorbed in the current FY 24/25 approved budget.

Attachments

Position Change Listing
Salary Resolution No. 8650
Range Tables 24-25
Hourly Rate Table 24-25

POSITION CHANGE LISTING

Salary Resolution No. 8650

Dept.	Current Position	Unit Range/Step	New Position	Unit Range/Step
Added Positions				
CM			Management Analyst-Grant Funded	MM50
Salary/Title Changes				
CM	Project Manager	MM61	Communications Specialist	MM35
HR	Risk Management Specialist	MM47	HR Coordinator	MM47
Library	Library Director	11,091-15,815	Library Director	12,989-17,713

RESOLUTION NO. 8650

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. 8624.

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 23, 2024.

Section 2. Salary schedule and Compensation Plan.

Department/Division	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	4				
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				

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	4				

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				
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

IT 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	4				
Sustainability Coordinator		1	MM	60				
Management Analyst		1	MM	50				
Administrative Analyst		1	MM	35				
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		

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	45				
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					
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	05				
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	61				
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			

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					
Camera Operator	6		PT					
Background Investigator	4		PT					

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

Facilities and Community Services

Director, Facilities & Community Serv		1	DD	04				
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			
Adminstrative 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			
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			
Community Outreach Specialist		2	T	42				
Management Analyst		1	1	MM	50			

Total Full Time Positions	*598*
Total Part Time Positions	*34*
Total Grant Funded Positions	*4*
Total Authorized Positions	*636*

TOTAL POSITIONS	*636*

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.8650 of the City of Redlands is hereby rescinded effective December 23, 2024.

Adopted, approved and signed this 17th day of December, 2024.

_____

Eddie Tejeda, 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 17th day of December, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T5	NE	HOURLY	17.793	18.683	19.617	20.598	21.628	22.277	22.722
		MONTHLY	3084	3238	3400	3570	**3749**	3861	3939
		ANNUAL	37010	38861	40804	42844	44986	46336	47262
T6	NE	HOURLY	17.971	18.870	19.813	20.804	21.844	22.500	22.949
		MONTHLY	3115	3271	3434	3606	**3786**	3900	3978
		ANNUAL	37380	39249	41212	43272	45436	46799	47735
T7	NE	HOURLY	18.151	19.059	20.011	21.012	22.063	22.725	23.179
		MONTHLY	3146	3303	3469	3642	**3824**	3939	4018
		ANNUAL	37754	39642	41624	43705	45890	47267	48212
T8	NE	HOURLY	18.332	19.249	20.212	21.222	22.283	22.952	23.411
		MONTHLY	3178	3337	3503	3679	**3862**	3978	4058
		ANNUAL	38132	40038	42040	44142	46349	47740	48694
T9	NE	HOURLY	18.516	19.442	20.414	21.434	22.506	23.181	23.645
		MONTHLY	3209	3370	3538	3715	**3901**	4018	4098
		ANNUAL	38513	40439	42460	44583	46813	48217	49181
T10	NE	HOURLY	18.701	19.636	20.618	21.649	22.731	23.413	23.881
		MONTHLY	3242	3404	3574	3752	**3940**	4058	4139
		ANNUAL	38898	40843	42885	45029	47281	48699	49673
T11	NE	HOURLY	18.888	19.832	20.824	21.865	22.958	23.647	24.120
		MONTHLY	3274	3438	3609	3790	**3979**	4099	4181
		ANNUAL	39287	41251	43314	45480	47754	49186	50170
T12	NE	HOURLY	19.077	20.031	21.032	22.084	23.188	23.884	24.361
		MONTHLY	3307	3472	3646	3828	**4019**	4140	4223
		ANNUAL	39680	41664	43747	45934	48231	49678	50672
T13	NE	HOURLY	19.268	20.231	21.243	22.305	23.420	24.123	24.605
		MONTHLY	3340	3507	3682	3866	**4059**	4181	4265
		ANNUAL	40077	42080	44185	46394	48713	50175	51178
T14	NE	HOURLY	19.460	20.433	21.455	22.528	23.654	24.364	24.851
		MONTHLY	3373	3542	3719	3905	**4100**	4223	4308
		ANNUAL	40477	42501	44626	46858	49201	50677	51690
T15	NE	HOURLY	19.655	20.638	21.670	22.753	23.891	24.607	25.100
		MONTHLY	3407	3577	3756	3944	**4141**	4265	4351
		ANNUAL	40882	42926	45073	47326	49693	51183	52207
T16	NE	HOURLY	19.851	20.844	21.886	22.981	24.130	24.853	25.351
		MONTHLY	3441	3613	3794	3983	**4182**	4308	4394
		ANNUAL	41291	43356	45523	47800	50189	51695	52729
T17	NE	HOURLY	20.050	21.052	22.105	23.210	24.371	25.102	25.604
		MONTHLY	3475	3649	3832	4023	**4224**	4351	4438
		ANNUAL	41704	43789	45979	48278	50691	52212	53256

Effective: July 2024

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

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T18	NE	HOURLY	20.250	21.263	22.326	23.442	24.615	25.845	27.138
		MONTHLY	3510	3686	3870	4063	**4267**	4480	4704
		ANNUAL	42121	44227	46438	48760	51198	53758	56446
T19	NE	HOURLY	20.453	21.476	22.549	23.677	24.861	25.607	26.119
		MONTHLY	3545	3722	3909	4104	**4309**	4438	4527
		ANNUAL	42542	44669	46903	49248	51710	53262	54327
T20	NE	HOURLY	20.658	21.690	22.775	23.914	25.109	25.863	26.380
		MONTHLY	3581	3760	3948	4145	**4352**	4483	4573
		ANNUAL	42968	45116	47372	49740	52227	53794	54870
T21	NE	HOURLY	20.864	21.907	23.003	24.153	25.360	26.121	26.644
		MONTHLY	3616	3797	3987	4186	**4396**	4528	4618
		ANNUAL	43397	45567	47846	50238	52750	54332	55419
T22	NE	HOURLY	21.073	22.126	23.233	24.394	25.614	26.382	26.910
		MONTHLY	3653	3835	4027	4228	**4440**	4573	4664
		ANNUAL	43831	46023	48324	50740	53277	54875	55973
T23	NE	HOURLY	21.283	22.348	23.465	24.638	25.870	26.646	27.179
		MONTHLY	3689	3874	4067	4271	**4484**	4619	4711
		ANNUAL	44270	46483	48807	51248	53810	55424	56533
T24	NE	HOURLY	21.496	22.571	23.700	24.885	26.129	26.913	27.451
		MONTHLY	3726	3912	4108	4313	**4529**	4665	4758
		ANNUAL	44712	46948	49295	51760	54348	55978	57098
T25	NE	HOURLY	21.711	22.797	23.937	25.133	26.390	27.182	27.725
		MONTHLY	3763	3951	4149	4356	**4574**	4712	4806
		ANNUAL	45159	47417	49788	52278	54892	56538	57669
T26	NE	HOURLY	21.928	23.025	24.176	25.385	26.654	27.454	28.003
		MONTHLY	3801	3991	4191	4400	**4620**	4759	4854
		ANNUAL	45611	47892	50286	52800	55440	57104	58246
T27	NE	HOURLY	22.148	23.255	24.418	25.639	26.921	27.728	28.283
		MONTHLY	3839	4031	4232	4444	**4666**	4806	4902
		ANNUAL	46067	48370	50789	53328	55995	57675	58828
T28	NE	HOURLY	22.369	23.488	24.662	25.895	27.190	28.005	28.566
		MONTHLY	3877	4071	4275	4488	**4713**	4854	4951
		ANNUAL	46528	48854	51297	53862	56555	58251	59416
T29	NE	HOURLY	22.593	23.722	24.909	26.154	27.462	28.286	28.851
		MONTHLY	3916	4112	4317	4533	**4760**	4903	5001
		ANNUAL	46993	49343	51810	54400	57120	58834	60011
T30	NE	HOURLY	22.819	23.960	25.158	26.416	27.736	28.568	29.140
		MONTHLY	3955	4153	4361	4579	**4808**	4952	5051
		ANNUAL	47463	49836	52328	54944	57692	59422	60611

Effective: July 2024

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Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T31	NE	HOURLY	23.047	24.199	25.409	26.680	28.014	28.854	29.431
		MONTHLY	3995	4195	4404	4624	**4856**	5001	5101
		ANNUAL	47938	50334	52851	55494	58268	60017	61217
T32	NE	HOURLY	23.277	24.441	25.663	26.946	28.294	29.143	29.725
		MONTHLY	4035	4236	4448	4671	**4904**	5051	5152
		ANNUAL	48417	50838	53380	56049	58851	60617	61829
T33	NE	HOURLY	23.510	24.686	25.920	27.216	28.577	29.434	30.023
		MONTHLY	4075	4279	4493	4717	**4953**	5102	5204
		ANNUAL	48901	51346	53914	56609	59440	61223	62447
T34	NE	HOURLY	23.745	24.933	26.179	27.488	28.863	29.728	30.323
		MONTHLY	4116	4322	4538	4765	**5003**	5153	5256
		ANNUAL	49390	51860	54453	57175	60034	61835	63072
T35	NE	HOURLY	23.983	25.182	26.441	27.763	29.151	30.026	30.626
		MONTHLY	4157	4365	4583	4812	**5053**	5204	5309
		ANNUAL	49884	52378	54997	57747	60634	62453	63702
T36	NE	HOURLY	24.223	25.434	26.705	28.041	29.443	30.326	30.932
		MONTHLY	4199	4409	4629	4860	**5103**	5256	5362
		ANNUAL	50383	52902	55547	58325	61241	63078	64340
T37	NE	HOURLY	24.465	25.688	26.972	28.321	29.737	30.629	31.242
		MONTHLY	4241	4453	4675	4909	**5154**	5309	5415
		ANNUAL	50887	53431	56103	58908	61853	63709	64983
T38	NE	HOURLY	24.709	25.945	27.242	28.604	30.034	30.935	31.554
		MONTHLY	4283	4497	4722	4958	**5206**	5362	5469
		ANNUAL	51396	53965	56664	59497	62472	64346	65633
T39	NE	HOURLY	24.957	26.204	27.515	28.890	30.335	31.245	31.870
		MONTHLY	4326	4542	4769	5008	**5258**	5416	5524
		ANNUAL	51910	54505	57230	60092	63096	64989	66289
T40	NE	HOURLY	25.206	26.466	27.790	29.179	30.638	31.557	32.188
		MONTHLY	4369	4588	4817	5058	**5311**	5470	5579
		ANNUAL	52429	55050	57803	60693	63727	65639	66952
T41	NE	HOURLY	25.458	26.731	28.068	29.471	30.945	31.873	32.510
		MONTHLY	4413	4633	4865	5108	**5364**	5525	5635
		ANNUAL	52953	55601	58381	61300	64365	66296	67621
T42	NE	HOURLY	25.713	26.998	28.348	29.766	31.254	32.192	32.835
		MONTHLY	4457	4680	4914	5159	**5417**	5580	5691
		ANNUAL	53482	56157	58964	61913	65008	66959	68298
T43	NE	HOURLY	25.970	27.268	28.632	30.063	31.567	32.514	33.164
		MONTHLY	4501	4727	4963	5211	**5472**	5636	5748
		ANNUAL	54017	56718	59554	62532	65658	67628	68981

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T44	NE	HOURLY	26.230	27.541	28.918	30.364	31.882	32.839	33.495
		MONTHLY	4546	4774	5012	5263	**5526**	5692	5806
		ANNUAL	54557	57285	60150	63157	66315	68304	69670
T45	NE	HOURLY	26.492	27.816	29.207	30.668	32.201	33.167	33.830
		MONTHLY	4592	4822	5063	5316	**5582**	5749	5864
		ANNUAL	55103	57858	60751	63789	66978	68987	70367
T46	NE	HOURLY	26.757	28.095	29.499	30.974	32.523	33.499	34.169
		MONTHLY	4638	4870	5113	5369	**5637**	5806	5923
		ANNUAL	55654	58437	61359	64427	67648	69677	71071
T47	NE	HOURLY	27.024	28.376	29.794	31.284	32.848	33.834	34.510
		MONTHLY	4684	4918	5164	5423	**5694**	5865	5982
		ANNUAL	56211	59021	61972	65071	68324	70374	71782
T48	NE	HOURLY	27.295	28.659	30.092	31.597	33.177	34.172	34.855
		MONTHLY	4731	4968	5216	5477	**5751**	5923	6042
		ANNUAL	56773	59611	62592	65722	69008	71078	72499
T49	NE	HOURLY	27.568	28.946	30.393	31.913	33.508	34.514	35.204
		MONTHLY	4778	5017	5268	5532	**5808**	5982	6102
		ANNUAL	57340	60207	63218	66379	69698	71789	73224
T50	NE	HOURLY	27.843	29.235	30.697	32.232	33.844	34.859	35.556
		MONTHLY	4826	5067	5321	5587	**5866**	6042	6163
		ANNUAL	57914	60810	63850	67043	70395	72506	73957
T51	NE	HOURLY	28.122	29.528	31.004	32.554	34.182	35.207	35.912
		MONTHLY	4874	5118	5374	5643	**5925**	6103	6225
		ANNUAL	58493	61418	64489	67713	71099	73232	74696
T52	NE	HOURLY	28.403	29.823	31.314	32.880	34.524	35.560	36.271
		MONTHLY	4923	5169	5428	5699	**5984**	6164	6287
		ANNUAL	59078	62032	65133	68390	71810	73964	75443
T53	NE	HOURLY	28.687	30.121	31.627	33.209	34.869	35.915	36.633
		MONTHLY	4972	5221	5482	5756	**6044**	6225	6350
		ANNUAL	59669	62652	65785	69074	72528	74703	76198
T54	NE	HOURLY	28.974	30.422	31.944	33.541	35.218	36.274	37.000
		MONTHLY	5022	5273	5537	5814	**6104**	6288	6413
		ANNUAL	60265	63279	66443	69765	73253	75451	76960
T55	NE	HOURLY	29.263	30.727	32.263	33.876	35.570	36.637	37.370
		MONTHLY	5072	5326	5592	5872	**6165**	6350	6477
		ANNUAL	60868	63911	67107	70462	73985	76205	77729
T56	NE	HOURLY	29.556	31.034	32.586	34.215	35.926	37.003	37.743
		MONTHLY	5123	5379	5648	5931	**6227**	6414	6542
		ANNUAL	61477	64551	67778	71167	74725	76967	78506

Effective: July 2024

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T57	NE	HOURLY	29.852	31.344	32.911	34.557	36.285	37.373	38.121
		MONTHLY	5174	5433	5705	5990	**6289**	6478	6608
		ANNUAL	62091	65196	68456	71879	75473	77737	79291
T58	NE	HOURLY	30.150	31.658	33.241	34.903	36.648	37.747	38.502
		MONTHLY	5226	5487	5762	6050	**6352**	6543	6674
		ANNUAL	62712	65848	69140	72597	76227	78514	80084
T59	NE	HOURLY	30.452	31.974	33.573	35.252	37.014	38.125	38.887
		MONTHLY	5278	5542	5819	6110	**6416**	6608	6740
		ANNUAL	63340	66506	69832	73323	76990	79299	80885
T60	NE	HOURLY	30.756	32.294	33.909	35.604	37.384	38.506	39.276
		MONTHLY	5331	5598	5878	6171	**6480**	6674	6808
		ANNUAL	63973	67172	70530	74057	77759	80092	81694
T61	NE	HOURLY	31.064	32.617	34.248	35.960	37.758	38.891	39.669
		MONTHLY	5384	5654	5936	6233	**6545**	6741	6876
		ANNUAL	64613	67843	71235	74797	78537	80893	82511
T62	NE	HOURLY	31.374	32.943	34.590	36.320	38.136	39.280	40.065
		MONTHLY	5438	5710	5996	6295	**6610**	6809	6945
		ANNUAL	65259	68522	71948	75545	79322	81702	83336
T63	NE	HOURLY	31.688	33.273	34.936	36.683	38.517	39.673	40.466
		MONTHLY	5493	5767	6056	6358	**6676**	6877	7014
		ANNUAL	65911	69207	72667	76301	80116	82519	84170
T64	NE	HOURLY	32.005	33.605	35.286	37.050	38.902	40.069	40.871
		MONTHLY	5548	5825	6116	6422	**6743**	6945	7084
T65	NE	HOURLY	32.325	33.941	35.638	37.420	39.291	40.470	41.279
		MONTHLY	5603	5883	6177	6486	**6810**	7015	7155
		ANNUAL	67236	70598	74128	77834	81726	84178	85861
T66	NE	HOURLY	32.648	34.281	35.995	37.795	39.684	40.875	41.692
		MONTHLY	5659	5942	6239	6551	**6879**	7085	7227
		ANNUAL	67909	71304	74869	78613	82543	85020	86720
T67	NE	HOURLY	32.975	34.624	36.355	38.172	40.081	41.284	42.109
		MONTHLY	5716	6001	6301	6617	**6947**	7156	7299
		ANNUAL	68588	72017	75618	79399	83369	85870	87587
T68	NE	HOURLY	33.305	34.970	36.718	38.554	40.482	41.696	42.530
		MONTHLY	5773	6061	6365	6683	**7017**	7227	7372
		ANNUAL	69273	72737	76374	80193	84202	86728	88463
T69	NE	HOURLY	33.638	35.319	37.085	38.940	40.887	42.113	42.956
		MONTHLY	5831	6122	6428	6750	**7087**	7300	7446
		ANNUAL	69966	73465	77138	80995	85044	87596	89348

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T70	NE	HOURLY	33.974	35.673	37.456	39.329	41.296	42.534	43.385
		MONTHLY	5889	6183	6492	6817	**7158**	7373	7520
		ANNUAL	70666	74199	77909	81805	85895	88472	90241
T71	NE	HOURLY	34.314	36.029	37.831	39.722	41.709	42.960	43.819
		MONTHLY	5948	6245	6557	6885	**7229**	7446	7595
		ANNUAL	71373	74941	78688	82623	86754	89356	91144
T72	NE	HOURLY	34.657	36.390	38.209	40.120	42.126	43.389	44.257
		MONTHLY	6007	6308	6623	6954	**7302**	7521	7671
		ANNUAL	72086	75691	79475	83449	87621	90250	92055
T73	NE	HOURLY	35.003	36.754	38.591	40.521	42.547	43.823	44.700
		MONTHLY	6067	6371	6689	7024	**7375**	7596	7748
		ANNUAL	72807	76447	80270	84283	88498	91152	92976
T74	NE	HOURLY	35.353	37.121	38.977	40.926	42.972	44.262	45.147
		MONTHLY	6128	6434	6756	7094	**7449**	7672	7825
		ANNUAL	73535	77212	81073	85126	89383	92064	93905
T75	NE	HOURLY	35.707	37.492	39.367	41.335	43.402	44.704	45.598
		MONTHLY	6189	6499	6824	7165	**7523**	7749	7904
		ANNUAL	74271	77984	81883	85977	90276	92985	94844
T76	NE	HOURLY	36.064	37.867	39.761	41.749	43.836	45.151	46.054
		MONTHLY	6251	6564	6892	7236	**7598**	7826	7983
		ANNUAL	75013	78764	82702	86837	91179	93914	95793
T77	NE	HOURLY	36.425	38.246	40.158	42.166	44.274	45.603	46.515
		MONTHLY	6314	6629	6961	7309	**7674**	7904	8063
		ANNUAL	75763	79552	83529	87706	92091	94854	96751
T78	NE	HOURLY	36.789	38.628	40.560	42.588	44.717	46.059	46.980
		MONTHLY	6377	6696	7030	7382	**7751**	7984	8143
		ANNUAL	76521	80347	84364	88583	93012	95802	97718
T79	NE	HOURLY	37.157	39.015	40.965	43.014	45.164	46.519	47.450
		MONTHLY	6441	6763	7101	7456	**7828**	8063	8225
		ANNUAL	77286	81151	85208	89468	93942	96760	98695
T80	NE	HOURLY	37.528	39.405	41.375	43.444	45.616	46.985	47.924
		MONTHLY	6505	6830	7172	7530	**7907**	8144	8307
		ANNUAL	78059	81962	86060	90363	94881	97728	99682
T81	NE	HOURLY	37.904	39.799	41.789	43.878	46.072	47.454	48.403
		MONTHLY	6570	6898	7243	7606	**7986**	8225	8390
		ANNUAL	78840	82782	86921	91267	95830	98705	100679
T82	NE	HOURLY	38.283	40.197	42.207	44.317	46.533	47.929	48.887
		MONTHLY	6636	6967	7316	7682	**8066**	8308	8474
		ANNUAL	79628	83610	87790	92179	96788	99692	101686

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T83	NE	HOURLY	38.666	40.599	42.629	44.760	46.998	48.408	49.376
		MONTHLY	6702	7037	7389	7758	**8146**	8391	8559
		ANNUAL	80424	84446	88668	93101	97756	100689	102703
T84	NE	HOURLY	39.052	41.005	43.055	45.208	47.468	48.892	49.870
		MONTHLY	6769	7108	7463	7836	**8228**	8475	8644
		ANNUAL	81229	85290	89555	94032	98734	101696	103730
T85	NE	HOURLY	39.443	41.415	43.486	45.660	47.943	49.381	50.369
		MONTHLY	6837	7179	7538	7914	**8310**	8559	8731
		ANNUAL	82041	86143	90450	94973	99721	102713	104767
T86	NE	HOURLY	39.837	41.829	43.920	46.117	48.422	49.875	50.873
		MONTHLY	6905	7250	7613	7994	**8393**	8645	8818
		ANNUAL	82861	87004	91355	95922	100718	103740	105815
T87	NE	HOURLY	40.236	42.247	44.360	46.578	48.907	50.374	51.381
		MONTHLY	6974	7323	7689	8073	**8477**	8731	8906
		ANNUAL	83690	87874	92268	96882	101726	104777	106873
T88	NE	HOURLY	40.638	42.670	44.803	47.043	49.396	50.877	51.895
		MONTHLY	7044	7396	7766	8154	**8562**	8819	8995
		ANNUAL	84527	88753	93191	97850	102743	105825	107942
T89	NE	HOURLY	41.044	43.096	45.251	47.514	49.890	51.386	52.414
		MONTHLY	7114	7470	7844	8236	**8648**	8907	9085
		ANNUAL	85372	89641	94123	98829	103770	106883	109021
T90	NE	HOURLY	41.455	43.527	45.704	47.989	50.388	51.900	52.938
		MONTHLY	7185	7545	7922	8318	**8734**	8996	9176
		ANNUAL	86226	90537	95064	99817	104808	107952	110111
T91	NE	HOURLY	41.869	43.963	46.161	48.469	50.892	52.419	53.468
		MONTHLY	7257	7620	8001	8401	**8821**	9086	9268
		ANNUAL	87088	91442	96015	100815	105856	109032	111212
T92	NE	HOURLY	42.288	44.402	46.622	48.954	51.401	52.943	54.002
		MONTHLY	7330	7696	8081	8485	**8910**	9177	9360
		ANNUAL	87959	92357	96975	101823	106915	110122	112325
T93	NE	HOURLY	42.711	44.846	47.089	49.443	51.915	53.473	54.542
		MONTHLY	7403	7773	8162	8570	**8999**	9269	9454
		ANNUAL	88839	93280	97944	102842	107984	111223	113448
T94	NE	HOURLY	43.138	45.295	47.560	49.938	52.434	54.007	55.088
		MONTHLY	7477	7851	8244	8656	**9089**	9361	9549
		ANNUAL	89727	94213	98924	103870	109064	112336	114582
T95	NE	HOURLY	43.569	45.748	48.035	50.437	52.959	54.548	55.639
		MONTHLY	7552	7930	8326	8742	**9180**	9455	9644
		ANNUAL	90624	95155	99913	104909	110154	113459	115728

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T96	NE	HOURLY	44.005	46.205	48.516	50.941	53.488	56.163	57.286
		MONTHLY	7628	8009	8409	8830	**9271**	9735	9930
		ANNUAL	91530	96107	100912	105958	111256	116819	119155
T97	NE	HOURLY	44.445	46.667	49.001	51.451	54.023	55.644	56.757
		MONTHLY	7704	8089	8493	8918	**9364**	9645	9838
		ANNUAL	92446	97068	101921	107018	112368	115739	118054
T98	NE	HOURLY	44.890	47.134	49.491	51.965	54.563	56.200	57.324
		MONTHLY	7781	8170	8578	9007	**9458**	9741	9936
		ANNUAL	93370	98039	102941	108088	113492	116897	119235
T99	NE	HOURLY	45.338	47.605	49.986	52.485	55.109	56.762	57.898
		MONTHLY	7859	8252	8664	9097	**9552**	9839	10036
		ANNUAL	94304	99019	103970	109169	114627	118066	120427
T100	NE	HOURLY	45.792	48.081	50.485	53.010	55.660	57.330	58.477
		MONTHLY	7937	8334	8751	9188	**9648**	9937	10136
		ANNUAL	95247	100009	105010	110260	115773	119246	121631

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS10	NE	HOURLY	17.752	18.639	19.571	20.550	21.577	22.224	22.669
		MONTHLY	3077	3231	3392	3562	**3740.04**	3852	3929
		ANNUAL	36923	38769	40708	42743	44880	46227	47151
CS11	NE	HOURLY	17.929	18.826	19.767	20.755	21.793	22.447	22.896
		MONTHLY	3108	3263	3426	3598	**3777**	3891	3969
		ANNUAL	37293	39157	41115	43171	45329	46689	47623
CS12	NE	HOURLY	18.108	19.014	19.964	20.963	22.011	22.671	23.125
		MONTHLY	3139	3296	3461	3634	**3815**	3930	4008
		ANNUAL	37665	39549	41526	43602	45783	47156	48099
CS13	NE	HOURLY	18.289	19.204	20.164	21.172	22.231	22.898	23.356
		MONTHLY	3170	3329	3495	3670	**3853**	3969	4048
		ANNUAL	38042	39944	41941	44038	46240	47628	48580
CS14	NE	HOURLY	18.472	19.396	20.366	21.384	22.453	23.127	23.589
		MONTHLY	3202	3362	3530	3707	**3892**	4009	4089
		ANNUAL	38423	40344	42361	44479	46703	48104	49066
CS15	NE	HOURLY	18.657	19.590	20.569	21.598	22.678	23.358	23.825
		MONTHLY	3234	3396	3565	3744	**3931**	4049	4130
		ANNUAL	38807	40747	42784	44924	47170	48585	49557
CS16	NE	HOURLY	18.844	19.786	20.775	21.814	22.905	23.592	24.064
		MONTHLY	3266	3430	3601	3781	**3970**	4089	4171
		ANNUAL	39195	41155	43212	45373	47642	49071	50052
CS17	NE	HOURLY	19.032	19.984	20.983	22.032	23.134	23.828	24.304
		MONTHLY	3299	3464	3637	3819	**4010**	4130	4213
		ANNUAL	39587	41566	43644	45827	48118	49561	50553
CS18	NE	HOURLY	19.222	20.184	21.193	22.252	23.365	24.066	24.547
		MONTHLY	3332	3498	3673	3857	**4050**	4171	4255
		ANNUAL	39983	41982	44081	46285	48599	50057	51058
CS19	NE	HOURLY	19.415	20.385	21.405	22.475	23.599	24.307	24.793
		MONTHLY	3365	3533	3710	3896	**4090**	4213	4297
		ANNUAL	40382	42402	44522	46748	49085	50558	51569
CS20	NE	HOURLY	19.609	20.589	21.619	22.700	23.835	24.550	25.041
		MONTHLY	3399	3569	3747	3935	**4131**	4255	4340
		ANNUAL	40786	42826	44967	47215	49576	51063	52085
CS21	NE	HOURLY	19.805	20.795	21.835	22.927	24.073	24.795	25.291
		MONTHLY	3433	3604	3785	3974	**4173**	4298	4384
		ANNUAL	41194	43254	45417	47687	50072	51574	52605
CS22	NE	HOURLY	20.003	21.003	22.053	23.156	24.314	25.043	25.544
		MONTHLY	3467	3641	3823	4014	**4214**	4341	4428
		ANNUAL	41606	43686	45871	48164	50572	52090	53131

Effective July 2024

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Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS23	NE	HOURLY	20.203	21.213	22.274	23.387	24.557	25.294	25.799
		MONTHLY	3502	3677	3861	4054	**4257**	4384	4472
		ANNUAL	42022	44123	46329	48646	51078	52611	53663
CS24	NE	HOURLY	20.405	21.425	22.496	23.621	24.802	25.546	26.057
		MONTHLY	3537	3714	3899	4094	**4299**	4428	4517
		ANNUAL	42442	44564	46793	49132	51589	53137	54199
CS25	NE	HOURLY	20.609	21.639	22.721	23.858	25.050	25.802	26.318
		MONTHLY	3572	3751	3938	4135	**4342**	4472	4562
		ANNUAL	42867	45010	47261	49624	52105	53668	54741
CS26	NE	HOURLY	20.815	21.856	22.949	24.096	25.301	26.060	26.581
		MONTHLY	3608	3788	3978	4177	**4385**	4517	4607
		ANNUAL	43295	45460	47733	50120	52626	54205	55289
CS27	NE	HOURLY	21.023	22.074	23.178	24.337	25.554	26.321	26.847
		MONTHLY	3644	3826	4018	4218	**4429**	4562	4653
		ANNUAL	43728	45915	48211	50621	53152	54747	55842
CS28	NE	HOURLY	21.234	22.295	23.410	24.580	25.809	26.584	27.115
		MONTHLY	3680	3864	4058	4261	**4474**	4608	4700
		ANNUAL	44166	46374	48693	51127	53684	55294	56400
CS29	NE	HOURLY	21.446	22.518	23.644	24.826	26.068	26.850	27.387
		MONTHLY	3717	3903	4098	4303	**4518**	4654	4747
		ANNUAL	44607	46838	49180	51639	54221	55847	56964
CS30	NE	HOURLY	21.660	22.743	23.880	25.075	26.328	27.118	27.660
		MONTHLY	3754	3942	4139	4346	**4564**	4700	4794
		ANNUAL	45053	47306	49671	52155	54763	56406	57534
CS31	NE	HOURLY	21.877	22.971	24.119	25.325	26.592	27.389	27.937
		MONTHLY	3792	3982	4181	4390	**4609**	4747	4842
		ANNUAL	45504	47779	50168	52677	55310	56970	58109
CS32	NE	HOURLY	22.096	23.200	24.360	25.579	26.857	27.663	28.216
		MONTHLY	3830	4021	4222	4434	**4655**	4795	4891
		ANNUAL	45959	48257	50670	53203	55863	57539	58690
CS33	NE	HOURLY	22.317	23.432	24.604	25.834	27.126	27.940	28.499
		MONTHLY	3868	4062	4265	4478	**4702**	4843	4940
		ANNUAL	46419	48740	51176	53735	56422	58115	59277
CS34	NE	HOURLY	22.540	23.667	24.850	26.093	27.397	28.219	28.784
		MONTHLY	3907	4102	4307	4523	**4749**	4891	4989
		ANNUAL	46883	49227	51688	54273	56986	58696	59870
CS35	NE	HOURLY	22.765	23.903	25.099	26.354	27.671	28.501	29.071
		MONTHLY	3946	4143	4350	4568	**4796**	4940	5039
		ANNUAL	47352	49719	52205	54815	57556	59283	60469

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Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS36	NE	HOURLY	22.993	24.142	25.350	26.617	27.948	28.786	29.362
		MONTHLY	3985	4185	4394	4614	**4844**	4990	5089
		ANNUAL	47825	50216	52727	55364	58132	59876	61073
CS37	NE	HOURLY	23.223	24.384	25.603	26.883	28.227	29.074	29.656
		MONTHLY	4025	4227	4438	4660	**4893**	5040	5140
		ANNUAL	48303	50719	53254	55917	58713	60474	61684
CS38	NE	HOURLY	23.455	24.628	25.859	27.152	28.510	29.365	29.952
		MONTHLY	4066	4269	4482	4706	**4942**	5090	5192
		ANNUAL	48786	51226	53787	56476	59300	61079	62301
CS39	NE	HOURLY	23.690	24.874	26.118	27.424	28.795	29.659	30.252
		MONTHLY	4106	4311	4527	4753	**4991**	5141	5244
		ANNUAL	49274	51738	54325	57041	59893	61690	62924
CS40	NE	HOURLY	23.926	25.123	26.379	27.698	29.083	29.955	30.554
		MONTHLY	4147	4355	4572	4801	**5041**	5192	5296
		ANNUAL	49767	52255	54868	57612	60492	62307	63553
CS41	NE	HOURLY	24.166	25.374	26.643	27.975	29.374	30.255	30.860
		MONTHLY	4189	4398	4618	4849	**5091**	5244	5349
		ANNUAL	50265	52778	55417	58188	61097	62930	64189
CS42	NE	HOURLY	24.407	25.628	26.909	28.255	29.667	30.557	31.168
		MONTHLY	4231	4442	4664	4897	**5142**	5297	5403
		ANNUAL	50767	53306	55971	58770	61708	63559	64830
CS43	NE	HOURLY	24.651	25.884	27.178	28.537	29.964	30.863	31.480
		MONTHLY	4273	4487	4711	4946	**5194**	5350	5457
		ANNUAL	51275	53839	56531	59357	62325	64195	65479
CS44	NE	HOURLY	24.898	26.143	27.450	28.822	30.264	31.172	31.795
		MONTHLY	4316	4531	4758	4996	**5246**	5403	5511
		ANNUAL	51788	54377	57096	59951	62948	64837	66134
CS45	NE	HOURLY	25.147	26.404	27.724	29.111	30.566	31.483	32.113
		MONTHLY	4359	4577	4806	5046	**5298**	5457	5566
		ANNUAL	52306	54921	57667	60550	63578	65485	66795
CS46	NE	HOURLY	25.398	26.668	28.002	29.402	30.872	31.798	32.434
		MONTHLY	4402	4623	4854	5096	**5351**	5512	5622
		ANNUAL	52829	55470	58244	61156	64214	66140	67463
CS47	NE	HOURLY	25.652	26.935	28.282	29.696	31.181	32.116	32.758
		MONTHLY	4446	4669	4902	5147	**5405**	5567	5678
		ANNUAL	53357	56025	58826	61767	64856	66801	68137
CS48	NE	HOURLY	25.909	27.204	28.565	29.993	31.492	32.437	33.086
		MONTHLY	4491	4715	4951	5199	**5459**	5622	5735
		ANNUAL	53891	56585	59414	62385	65504	67469	68819

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Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS49	NE	HOURLY	26.168	27.476	28.850	30.293	31.807	32.762	33.417
		MONTHLY	4536	4763	5001	5251	**5513**	5679	5792
		ANNUAL	54429	57151	60008	63009	66159	68144	69507
CS50	NE	HOURLY	26.430	27.751	29.139	30.596	32.125	33.089	33.751
		MONTHLY	4581	4810	5051	5303	**5568**	5735	5850
		ANNUAL	54974	57722	60609	63639	66821	68826	70202
CS51	NE	HOURLY	26.694	28.029	29.430	30.902	32.447	33.420	34.088
		MONTHLY	4627	4858	5101	5356	**5624**	5793	5909
		ANNUAL	55523	58300	61215	64275	67489	69514	70904
CS52	NE	HOURLY	26.961	28.309	29.724	31.211	32.771	33.754	34.429
		MONTHLY	4673	4907	5152	5410	**5680**	5851	5968
		ANNUAL	56079	58883	61827	64918	68164	70209	71613
CS53	NE	HOURLY	27.231	28.592	30.022	31.523	33.099	34.092	34.774
		MONTHLY	4720	4956	5204	5464	**5737**	5909	6027
		ANNUAL	56639	59471	62445	65567	68846	70911	72329
CS54	NE	HOURLY	27.503	28.878	30.322	31.838	33.430	34.433	35.121
		MONTHLY	4767	5006	5256	5519	**5795**	5968	6088
		ANNUAL	57206	60066	63069	66223	69534	71620	73053
CS55	NE	HOURLY	27.778	29.167	30.625	32.156	33.764	34.777	35.473
		MONTHLY	4815	5056	5308	5574	**5852**	6028	6149
		ANNUAL	57778	60667	63700	66885	70229	72336	73783
CS56	NE	HOURLY	28.056	29.458	30.931	32.478	34.102	35.125	35.827
		MONTHLY	4863	5106	5361	5630	**5911**	6088	6210
		ANNUAL	58356	61274	64337	67554	70932	73060	74521
CS57	NE	HOURLY	28.336	29.753	31.241	32.803	34.443	35.476	36.186
		MONTHLY	4912	5157	5415	5686	**5970**	6149	6272
		ANNUAL	58939	61886	64981	68230	71641	73790	75266
CS58	NE	HOURLY	28.620	30.051	31.553	33.131	34.787	35.831	36.547
		MONTHLY	4961	5209	5469	5743	**6030**	6211	6335
		ANNUAL	59529	62505	65630	68912	72357	74528	76019
CS59	NE	HOURLY	28.906	30.351	31.869	33.462	35.135	36.189	36.913
		MONTHLY	5010	5261	5524	5800	**6090**	6273	6398
		ANNUAL	60124	63130	66287	69601	73081	75273	76779
CS60	NE	HOURLY	29.195	30.655	32.187	33.797	35.486	36.551	37.282
		MONTHLY	5060	5313	5579	5858	**6151**	6336	6462
		ANNUAL	60725	63761	66950	70297	73812	76026	77547
CS61	NE	HOURLY	29.487	30.961	32.509	34.135	35.841	36.917	37.655
		MONTHLY	5111	5367	5635	5917	**6212**	6399	6527
		ANNUAL	61332	64399	67619	71000	74550	76786	78322

Effective July 2024

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Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS62	NE	HOURLY	29.782	31.271	32.834	34.476	36.200	37.286	38.031
		MONTHLY	5162	5420	5691	5976	**6275**	6463	6592
		ANNUAL	61946	65043	68295	71710	75295	77554	79105
CS63	NE	HOURLY	30.079	31.583	33.163	34.821	36.562	37.659	38.412
		MONTHLY	5214	5474	5748	6036	**6337**	6527	6658
		ANNUAL	62565	65694	68978	72427	76048	78330	79896
CS64	NE	HOURLY	30.380	31.899	33.494	35.169	36.927	38.035	38.796
		MONTHLY	5266	5529	5806	6096	**6401**	6593	6725
		ANNUAL	63191	66350	69668	73151	76809	79113	80695
CS65	NE	HOURLY	30.684	32.218	33.829	35.521	37.297	38.416	39.184
		MONTHLY	5319	5584	5864	6157	**6465**	6659	6792
		ANNUAL	63823	67014	70365	73883	77577	79904	81502
CS66	NE	HOURLY	30.991	32.540	34.167	35.876	37.670	38.800	39.576
		MONTHLY	5372	5640	5922	6218	**6529**	6725	6860
		ANNUAL	64461	67684	71068	74622	78353	80703	82317
CS67	NE	HOURLY	31.301	32.866	34.509	36.235	38.046	39.188	39.971
		MONTHLY	5425	5697	5982	6281	**6595**	6793	6928
		ANNUAL	65106	68361	71779	75368	79136	81510	83141
CS68	NE	HOURLY	31.614	33.194	34.854	36.597	38.427	39.580	40.371
		MONTHLY	5480	5754	6041	6343	**6661**	6860	6998
		ANNUAL	65757	69045	72497	76122	79928	82326	83972
CS69	NE	HOURLY	31.930	33.526	35.203	36.963	38.811	39.975	40.775
		MONTHLY	5535	5811	6102	6407	**6727**	6929	7068
		ANNUAL	66414	69735	73222	76883	80727	83149	84812
CS70	NE	HOURLY	32.249	33.862	35.555	37.333	39.199	40.375	41.183
		MONTHLY	5590	5869	6163	6471	**6795**	6998	7138
		ANNUAL	67078	70432	73954	77652	81534	83980	85660
CS71	NE	HOURLY	32.572	34.200	35.910	37.706	39.591	40.779	41.594
		MONTHLY	5646	5928	6224	6536	**6862**	7068	7210
		ANNUAL	67749	71137	74693	78428	82350	84820	86516
CS72	NE	HOURLY	32.897	34.542	36.269	38.083	39.987	41.187	42.010
		MONTHLY	5702	5987	6287	6601	**6931**	7139	7282
		ANNUAL	68427	71848	75440	79212	83173	85668	87382
CS73	NE	HOURLY	33.226	34.888	36.632	38.464	40.387	41.599	42.430
		MONTHLY	5759	6047	6350	6667	**7000**	7210	7355
		ANNUAL	69111	72566	76195	80005	84005	86525	88255
CS74	NE	HOURLY	33.559	35.237	36.998	38.848	40.791	42.015	42.855
		MONTHLY	5817	6108	6413	6734	**7070**	7283	7428
		ANNUAL	69802	73292	76957	80805	84845	87390	89138

Effective July 2024

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Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS75	NE	HOURLY	33.894	35.589	37.368	39.237	41.199	42.435	43.283
		MONTHLY	5875	6169	6477	6801	**7141**	7355	7502
		ANNUAL	70500	74025	77726	81613	85693	88264	90029
CS76	NE	HOURLY	34.233	35.945	37.742	39.629	41.611	42.859	43.716
		MONTHLY	5934	6230	6542	6869	**7213**	7429	7577
		ANNUAL	71205	74765	78504	82429	86550	89147	90930
CS77	NE	HOURLY	34.576	36.304	38.120	40.026	42.027	43.288	44.153
		MONTHLY	5993	6293	6607	6938	**7285**	7503	7653
		ANNUAL	71917	75513	79289	83253	87416	90038	91839
CS78	NE	HOURLY	34.921	36.667	38.501	40.426	42.447	43.720	44.595
		MONTHLY	6053	6356	6673	7007	**7357**	7578	7730
		ANNUAL	72636	76268	80082	84086	88290	90939	92757
CS79	NE	HOURLY	35.271	37.034	38.886	40.830	42.872	44.158	45.041
		MONTHLY	6114	6419	6740	7077	**7431**	7654	7807
		ANNUAL	73363	77031	80882	84926	89173	91848	93685
CS80	NE	HOURLY	35.623	37.404	39.275	41.238	43.300	44.599	45.491
		MONTHLY	6175	6483	6808	7148	**7505**	7731	7885
		ANNUAL	74096	77801	81691	85776	90065	92766	94622
CS81	NE	HOURLY	35.979	37.778	39.667	41.651	43.733	45.045	45.946
		MONTHLY	6236	6548	6876	7219	**7580**	7808	7964
		ANNUAL	74837	78579	82508	86633	90965	93694	95568
CS82	NE	HOURLY	36.339	38.156	40.064	42.067	44.171	45.496	46.406
		MONTHLY	6299	6614	6944	7292	**7656**	7886	8044
		ANNUAL	75586	79365	83333	87500	91875	94631	96524
CS83	NE	HOURLY	36.703	38.538	40.465	42.488	44.612	45.951	46.870
		MONTHLY	6362	6680	7014	7365	**7733**	7965	8124
		ANNUAL	76341	80159	84166	88375	92794	95577	97489
CS84	NE	HOURLY	37.070	38.923	40.869	42.913	45.058	46.410	47.338
		MONTHLY	6425	6747	7084	7438	**7810**	8044	8205
		ANNUAL	77105	80960	85008	89259	93721	96533	98464
CS85	NE	HOURLY	37.440	39.312	41.278	43.342	45.509	46.874	47.812
		MONTHLY	6490	6814	7155	7513	**7888**	8125	8287
		ANNUAL	77876	81770	85858	90151	94659	97498	99448
CS86	NE	HOURLY	37.815	39.705	41.691	43.775	45.964	47.343	48.290
		MONTHLY	6555	6882	7226	7588	**7967**	8206	8370
		ANNUAL	78655	82587	86717	91053	95605	98473	100443
CS87	NE	HOURLY	38.193	40.103	42.108	44.213	46.424	47.816	48.773
		MONTHLY	6620	6951	7299	7664	**8047**	8288	8454
		ANNUAL	79441	83413	87584	91963	96561	99458	101447

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Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS88	NE	HOURLY	38.575	40.504	42.529	44.655	46.888	48.295	49.260
		MONTHLY	6686	7021	7372	7740	**8127**	8371	8538
		ANNUAL	80236	84247	88460	92883	97527	100453	102462
CS89	NE	HOURLY	38.961	40.909	42.954	45.102	47.357	48.778	49.753
		MONTHLY	6753	7091	7445	7818	**8209**	8455	8624
		ANNUAL	81038	85090	89344	93812	98502	101457	103486
CS90	NE	HOURLY	39.350	41.318	43.384	45.553	47.830	49.265	50.251
		MONTHLY	6821	7162	7520	7896	**8291**	8539	8710
		ANNUAL	81848	85941	90238	94750	99487	102472	104521

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM30	E	HOURLY	31.773	33.362	35.030	36.782	38.621	39.779	40.575
		MONTHLY	5507	5783	6072	6375	**6694**	6895	7033
		ANNUAL	66089	69393	72863	76506	80331	82741	84396
MM31	E	HOURLY	32.091	33.696	35.380	37.149	39.007	40.177	40.981
		MONTHLY	5562	5841	6133	6439	**6761**	6964	7103
		ANNUAL	66749	70087	73591	77271	81134	83568	85240
MM32	E	HOURLY	32.412	34.033	35.734	37.521	39.397	40.579	41.390
		MONTHLY	5618	5899	6194	6504	**6829**	7034	7174
		ANNUAL	67417	70788	74327	78044	81946	84404	86092
MM33	E	HOURLY	32.736	34.373	36.092	37.896	39.791	40.985	41.804
		MONTHLY	5674	5958	6256	6569	**6897**	7104	7246
		ANNUAL	68091	71496	75071	78824	82765	85248	86953
MM34	E	HOURLY	33.063	34.717	36.453	38.275	40.189	41.395	42.222
		MONTHLY	5731	6018	6318	6634	**6966**	7175	7319
		ANNUAL	68772	72211	75821	79612	83593	86101	87823
MM35	E	HOURLY	33.394	35.064	36.817	38.658	40.591	41.808	42.645
		MONTHLY	5788	6078	6382	6701	**7036**	7247	7392
		ANNUAL	69460	72933	76579	80408	84429	86962	88701
MM36	E	HOURLY	33.728	35.414	37.185	39.044	40.997	42.227	43.071
		MONTHLY	5846	6139	6445	6768	**7106**	7319	7466
		ANNUAL	70154	73662	77345	81212	85273	87831	89588
MM37	E	HOURLY	34.065	35.769	37.557	39.435	41.407	42.649	43.502
		MONTHLY	5905	6200	6510	6835	**7177**	7392	7540
		ANNUAL	70856	74399	78119	82025	86126	88710	90484
MM38	E	HOURLY	34.406	36.126	37.933	39.829	41.821	43.075	43.937
		MONTHLY	5964	6262	6575	6904	**7249**	7466	7616
		ANNUAL	71564	75143	78900	82845	86987	89597	91389
MM39	E	HOURLY	34.750	36.488	38.312	40.228	42.239	43.506	44.376
		MONTHLY	6023	6325	6641	6973	**7321**	7541	7692
		ANNUAL	72280	75894	79689	83673	87857	90493	92303
MM40	E	HOURLY	35.098	36.852	38.695	40.630	42.661	43.941	44.820
		MONTHLY	6084	6388	6707	7043	**7395**	7616	7769
		ANNUAL	73003	76653	80486	84510	88736	91398	93226
MM41	E	HOURLY	35.449	37.221	39.082	41.036	43.088	44.381	45.268
		MONTHLY	6144	6452	6774	7113	**7469**	7693	7846
		ANNUAL	73733	77420	81291	85355	89623	92312	94158
MM42	E	HOURLY	35.803	37.593	39.473	41.446	43.519	44.824	45.721
		MONTHLY	6206	6516	6842	7184	**7543**	7770	7925
		ANNUAL	74470	78194	82104	86209	90519	93235	95099
MM43	E	HOURLY	36.161	37.969	39.868	41.861	43.954	45.273	46.178
		MONTHLY	6268	6581	6910	7256	**7619**	7847	8004
		ANNUAL	75215	78976	82925	87071	91424	94167	96050

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MM44	E	HOURLY	36.523	38.349	40.266	42.280	44.394	45.725	46.640
		MONTHLY	6331	6647	6979	7328	**7695**	7926	8084
		ANNUAL	75967	79766	83754	87941	92339	95109	97011
MM45	E	HOURLY	36.888	38.732	40.669	42.702	44.837	46.183	47.106
		MONTHLY	6394	6714	7049	7402	**7772**	8005	8165
		ANNUAL	76727	80563	84591	88821	93262	96060	97981
MM46	E	HOURLY	37.257	39.120	41.076	43.129	45.286	46.644	47.577
		MONTHLY	6458	6781	7120	7476	**7850**	8085	8247
		ANNUAL	77494	81369	85437	89709	94195	97020	98961
MM47	E	HOURLY	37.629	39.511	41.486	43.561	45.739	47.111	48.053
		MONTHLY	6522	6849	7191	7551	**7928**	8166	8329
		ANNUAL	78269	82182	86292	90606	95137	97991	99950
MM48	E	HOURLY	38.006	39.906	41.901	43.996	46.196	47.582	48.534
		MONTHLY	6588	6917	7263	7626	**8007**	8248	8412
		ANNUAL	79052	83004	87155	91512	96088	98971	100950
MM49	E	HOURLY	38.386	40.305	42.320	44.436	46.658	48.058	49.019
		MONTHLY	6654	6986	7336	7702	**8087**	8330	8497
		ANNUAL	79842	83834	88026	92427	97049	99960	101959
MM50	E	HOURLY	38.770	40.708	42.743	44.881	47.125	48.538	49.509
		MONTHLY	6720	7056	7409	7779	**8168**	8413	8582
		ANNUAL	80641	84673	88906	93352	98019	100960	102979
MM51	E	HOURLY	39.157	41.115	43.171	45.329	47.596	49.024	50.004
		MONTHLY	6787	7127	7483	7857	**8250**	8497	8667
		ANNUAL	81447	85519	89795	94285	98999	101969	104009
MM52	E	HOURLY	39.549	41.526	43.603	45.783	48.072	49.514	50.504
		MONTHLY	6855	7198	7558	7936	**8332**	8582	8754
		ANNUAL	82262	86375	90693	95228	99989	102989	105049
MM53	E	HOURLY	39.944	41.942	44.039	46.241	48.553	50.009	51.009
		MONTHLY	6924	7270	7633	8015	**8416**	8668	8842
		ANNUAL	83084	87238	91600	96180	100989	104019	106099
MM54	E	HOURLY	40.344	42.361	44.479	46.703	49.038	50.509	51.519
		MONTHLY	6993	7343	7710	8095	**8500**	8755	8930
		ANNUAL	83915	88111	92516	97142	101999	105059	107160
MM55	E	HOURLY	40.747	42.785	44.924	47.170	49.528	51.014	52.035
		MONTHLY	7063	7416	7787	8176	**8585**	8842	9019
		ANNUAL	84754	88992	93441	98114	103019	106110	108232
MM56	E	HOURLY	41.155	43.212	45.373	47.642	50.024	51.524	52.555
		MONTHLY	7133	7490	7865	8258	**8671**	8931	9110
		ANNUAL	85602	89882	94376	99095	104049	107171	109314
MM57	E	HOURLY	41.566	43.645	45.827	48.118	50.524	52.040	53.080
		MONTHLY	7205	7565	7943	8340	**8757**	9020	9201
		ANNUAL	86458	90781	95320	100086	105090	108243	110407
MM58	E	HOURLY	41.982	44.081	46.285	48.599	51.029	52.560	53.611
		MONTHLY	7277	7641	8023	8424	**8845**	9110	9293
		ANNUAL	87322	91688	96273	101086	106141	109325	111512
MM59	E	HOURLY	42.402	44.522	46.748	49.085	51.540	53.086	54.147
		MONTHLY	7350	7717	8103	8508	**8934**	9202	9386
		ANNUAL	88196	92605	97236	102097	107202	110418	112627
MM60	E	HOURLY	42.826	44.967	47.215	49.576	52.055	53.617	54.689
		MONTHLY	7423	7794	8184	8593	**9023**	9294	9479
		ANNUAL	89077	93531	98208	103118	108274	111522	113753

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MM61	E	HOURLY	43.254	45.417	47.687	50.072	52.575	54.153	55.236
		MONTHLY	7497	7872	8266	8679	**9113**	9386	9574
		ANNUAL	89968	94467	99190	104149	109357	112638	114890
MM62	E	HOURLY	43.686	45.871	48.164	50.573	53.101	54.694	55.788
		MONTHLY	7572	7951	8348	8766	**9204**	9480	9670
		ANNUAL	90868	95411	100182	105191	110451	113764	116039
MM63	E	HOURLY	44.123	46.330	48.646	51.078	53.632	55.241	56.346
		MONTHLY	7648	8030	8432	8854	**9296**	9575	9767
		ANNUAL	91777	96365	101184	106243	111555	114902	117200
MM64	E	HOURLY	44.565	46.793	49.132	51.589	54.169	55.794	56.909
		MONTHLY	7725	8111	8516	8942	**9389**	9671	9864
		ANNUAL	92694	97329	102196	107305	112671	116051	118372
MM65	E	HOURLY	45.010	47.261	49.624	52.105	54.710	56.352	57.479
		MONTHLY	7802	8192	8601	9032	**9483**	9768	9963
		ANNUAL	93621	98302	103217	108378	113797	117211	119555
MM66	E	HOURLY	45.460	47.733	50.120	52.626	55.257	56.915	58.053
		MONTHLY	7880	8274	8687	9122	**9578**	9865	10063
		ANNUAL	94558	99285	104250	109462	114935	118383	120751
MM67	E	HOURLY	45.915	48.211	50.621	53.152	55.810	57.484	58.634
		MONTHLY	7959	8357	8774	9213	**9674**	9964	10163
		ANNUAL	95503	100278	105292	110557	116085	119567	121958
MM68	E	HOURLY	46.374	48.693	51.127	53.684	56.368	58.059	59.220
		MONTHLY	8038	8440	8862	9305	**9770**	10064	10265
		ANNUAL	96458	101281	106345	111662	117245	120763	123178
MM69	E	HOURLY	46.838	49.180	51.639	54.221	56.932	58.640	59.812
		MONTHLY	8119	8524	8951	9398	**9868**	10164	10367
		ANNUAL	97423	102294	107409	112779	118418	121970	124410
MM70	E	HOURLY	47.306	49.672	52.155	54.763	57.501	59.226	60.411
		MONTHLY	8200	8610	9040	9492	**9967**	10266	10471
		ANNUAL	98397	103317	108483	113907	119602	123190	125654
MM71	E	HOURLY	47.779	50.168	52.677	55.310	58.076	59.818	61.015
		MONTHLY	8282	8696	9131	9587	**10067**	10369	10576
		ANNUAL	99381	104350	109567	115046	120798	124422	126910
MM72	E	HOURLY	48.257	50.670	53.203	55.864	58.657	60.416	61.625
		MONTHLY	8365	8783	9222	9683	**10167**	10472	10682
		ANNUAL	100375	105393	110663	116196	122006	125666	128180
MM73	E	HOURLY	48.740	51.177	53.735	56.422	59.243	61.021	62.241
		MONTHLY	8448	8871	9314	9780	**10269**	10577	10788
		ANNUAL	101378	106447	111770	117358	123226	126923	129461
MM74	E	HOURLY	49.227	51.688	54.273	56.986	59.836	61.631	62.863
		MONTHLY	8533	8959	9407	9878	**10372**	10683	10896
		ANNUAL	102392	107512	112887	118532	124458	128192	130756
MM75	E	HOURLY	49.719	52.205	54.816	57.556	60.434	62.247	63.492
		MONTHLY	8618	9049	9501	9976	**10475**	10790	11005
		ANNUAL	103416	108587	114016	119717	125703	129474	132064
MM76	E	HOURLY	50.217	52.727	55.364	58.132	61.038	62.870	64.127
		MONTHLY	8704	9139	9596	10076	**10580**	10897	11115
		ANNUAL	104450	109673	115156	120914	126960	130769	133384
MM77	E	HOURLY	50.719	53.255	55.917	58.713	61.649	63.498	64.768
		MONTHLY	8791	9231	9692	10177	**10686**	11006	11227
		ANNUAL	105495	110770	116308	122123	128230	132077	134718

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MM78	E	HOURLY	51.226	53.787	56.477	59.300	62.265	64.133	65.416
		MONTHLY	8879	9323	9789	10279	**10793**	11116	11339
		ANNUAL	106550	111877	117471	123345	129512	133397	136065
MM79	E	HOURLY	51.738	54.325	57.041	59.893	62.888	64.775	66.070
		MONTHLY	8968	9416	9887	10382	**10901**	11228	11452
		ANNUAL	107615	112996	118646	124578	130807	134731	137426
MM80	E	HOURLY	52.255	54.868	57.612	60.492	63.517	65.422	66.731
		MONTHLY	9058	9511	9986	10485	**11010**	11340	11567
		ANNUAL	108691	114126	119832	125824	132115	136079	138800
MM81	E	HOURLY	52.778	55.417	58.188	61.097	64.152	66.077	67.398
		MONTHLY	9148	9606	10086	10590	**11120**	11453	11682
		ANNUAL	109778	115267	121031	127082	133436	137439	140188
MM82	E	HOURLY	53.306	55.971	58.770	61.708	64.794	66.737	68.072
		MONTHLY	9240	9702	10187	10696	**11231**	11568	11799
		ANNUAL	110876	116420	122241	128353	134771	138814	141590
MM83	E	HOURLY	53.839	56.531	59.357	62.325	65.442	67.405	68.753
		MONTHLY	9332	9799	10289	10803	**11343**	11683	11917
		ANNUAL	111985	117584	123463	129637	136118	140202	143006
MM84	E	HOURLY	54.377	57.096	59.951	62.948	66.096	68.079	69.440
		MONTHLY	9425	9897	10391	10911	**11457**	11800	12036
		ANNUAL	113105	118760	124698	130933	137480	141604	144436
MM85	E	HOURLY	54.921	57.667	60.550	63.578	66.757	68.760	70.135
		MONTHLY	9520	9996	10495	11020	**11571**	11918	12157
		ANNUAL	114236	119948	125945	132242	138854	143020	145880
MM86	E	HOURLY	55.470	58.244	61.156	64.214	67.424	69.447	70.836
		MONTHLY	9615	10096	10600	11130	**11687**	12038	12278
		ANNUAL	115378	121147	127204	133565	140243	144450	147339
MM87	E	HOURLY	56.025	58.826	61.768	64.856	68.099	70.142	71.544
		MONTHLY	9711	10197	10706	11242	**11804**	12158	12401
		ANNUAL	116532	122359	128476	134900	141645	145895	148813
MM88	E	HOURLY	56.585	59.414	62.385	65.504	68.780	70.843	72.260
		MONTHLY	9808	10299	10813	11354	**11922**	12279	12525
		ANNUAL	117697	123582	129761	136249	143062	147354	150301
MM89	E	HOURLY	57.151	60.009	63.009	66.160	69.467	71.552	72.983
		MONTHLY	9906	10401	10922	11468	**12041**	12402	12650
		ANNUAL	118874	124818	131059	137612	144492	148827	151804
MM90	E	HOURLY	57.723	60.609	63.639	66.821	70.162	72.267	73.712
		MONTHLY	10005	10506	11031	11582	**12161**	12526	12777
		ANNUAL	120063	126066	132369	138988	145937	150315	153322

*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	25.621	26.902	28.247	29.659	31.142	32.076	33.680	34.691
			MONTHLY	6217	6528	6855	7197	**7557.18**	7784	8173	8418
			ANNUAL	74608	78338	82255	86368	90686	93407	98077	101019
Fire Engineer (24 hour days)	F55	NE	HOURLY	30.204	31.714	33.300	34.965	36.713	37.815	39.705	40.897
			MONTHLY	7330	7696	8081	8485	**8909.10**	9176	9635	9924
			ANNUAL	87954	92352	96970	101818	106909	110116	115622	119091
Fire Captain (24 hour days)	F60	NE	HOURLY	35.357	37.125	38.981	40.930	42.976	44.266	46.479	47.873
			MONTHLY	8580	9009	9459	9932	**10428.92**	10742	11279	11617
			ANNUAL	102959	108107	113512	119188	125147	128901	135347	139407
Battalion Chief (40 hour week)	F79	E	HOURLY	64.293	67.507	70.883	74.427	78.148	80.493	84.517	87.053
			MONTHLY	11144	11701	12286	12901	**13545.71**	13952	14650	15089
			ANNUAL	133729	140416	147436	154808	162549	167425	175796	181070
Battalion Chief (56 hour week)	F80	NE	HOURLY	45.923	48.220	50.631	53.162	55.820	57.495	60.370	62.181
			MONTHLY	11144	11701	12286	12901	**13545.71**	13952	14650	15089
			ANNUAL	133729	140416	147436	154808	162549	167425	175796	181070
Deputy Fire Chief (40 hour week)	F85	E	HOURLY	80.366	84.384	88.604	93.034	97.685	100.616	105.647	108.816
			MONTHLY	13930	14627	15358	16126	**16932.15**	17440	18312	18861
			ANNUAL	167161	175520	184296	193510	203186	209281	219745	226338

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	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	38.382	40.301	42.316	44.432	46.653	48.986	50.455
		MONTHLY	6653	6985	7335	7701	**8087**	8491	8746
		ANNUAL	79834	83826	88017	92418	97039	101891	104947
Police Corporal	P64	HOURLY	43.339	45.506	47.781	50.171	52.679	55.313	56.972
		MONTHLY	7512	7888	8282	8696	**9131**	9588	9875
		ANNUAL	90146	94653	99385	104355	109572	115051	118503
Police Sergeant	P70	HOURLY	51.676	54.260	56.973	59.821	62.812	65.953	67.932
		MONTHLY	8957	9405	9875	10369	**10887**	11432	11775
		ANNUAL	107486	112860	118503	124428	130650	137182	141298
Police Commander	P81	HOURLY	70.925	74.471	78.195	82.104	86.210	90.520	
		MONTHLY	12294	12908	13554	14231	**14943**	15690	
		ANNUAL	147524	154900	162645	170777	179316	188282	
Deputy Chief	P85	HOURLY	80.356	84.373	88.592	93.022	97.673	102.556	
		MONTHLY	13928	14625	15356	16124	**16930**	17776	
		ANNUAL	167140	175497	184272	193485	203160	213317	

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

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M65		HOURLY	39.928	41.925	44.021	46.222	48.533	49.989	50.989
		MONTHLY	6921	7267	7630	8012	**8412.38**	8665	8838
		ANNUAL	83051	87203	91563	96141	100949	103977	106057
M66		HOURLY	40.926	42.973	45.121	47.377	49.746	51.239	52.263
		MONTHLY	7094	7449	7821	8212	**8623**	8881	9059
		ANNUAL	85127	89383	93852	98545	103472	106576	108708
M67		HOURLY	41.950	44.047	46.249	48.562	50.990	52.520	53.570
		MONTHLY	7271	7635	8017	8417	**8838**	9103	9285
		ANNUAL	87255	91618	96199	101009	106059	109241	111426
M68		HOURLY	42.998	45.148	47.406	49.776	52.265	53.833	54.909
		MONTHLY	7453	7826	8217	8628	**9059**	9331	9518
		ANNUAL	89436	93908	98604	103534	108711	111972	114211
M69		HOURLY	44.073	46.277	48.591	51.020	53.571	55.178	56.282
		MONTHLY	7639	8021	8422	8844	**9286**	9564	9756
		ANNUAL	91672	96256	101069	106122	111428	114771	117067
M70		HOURLY	45.175	47.434	49.806	52.296	54.911	56.558	57.689
		MONTHLY	7830	8222	8633	9065	**9518**	9803	9999
		ANNUAL	93964	98662	103595	108775	114214	117640	119993
M71		HOURLY	46.304	48.620	51.051	53.603	56.283	57.972	59.131
		MONTHLY	8026	8427	8849	9291	**9756**	10048	10249
		ANNUAL	96313	101129	106185	111495	117069	120581	122993
M72		HOURLY	47.462	49.835	52.327	54.943	57.690	59.421	60.610
		MONTHLY	8227	8638	9070	9523	**10000**	10300	10506
		ANNUAL	98721	103657	108840	114282	119996	123596	126068
M73		HOURLY	48.649	51.081	53.635	56.317	59.133	60.907	62.125
		MONTHLY	8432	8854	9297	9762	**10250**	10557	10768
		ANNUAL	101189	106249	111561	117139	122996	126686	129220
M74		HOURLY	49.865	52.358	54.976	57.725	60.611	62.429	63.678
		MONTHLY	8643	9075	9529	10006	**10506**	10821	11038
		ANNUAL	103719	108905	114350	120068	126071	129853	132450
M75		HOURLY	51.111	53.667	56.350	59.168	62.126	63.990	65.270
		MONTHLY	8859	9302	9767	10256	**10769**	11092	11313
		ANNUAL	106312	111627	117209	123069	129223	133099	135761
M76		HOURLY	52.389	55.009	57.759	60.647	63.679	65.590	66.902
		MONTHLY	9081	9535	10012	10512	**11038**	11369	11596
		ANNUAL	108970	114418	120139	126146	132453	136427	139155

Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M77		HOURLY	53.699	56.384	59.203	62.163	65.271	67.230	68.574
		MONTHLY	9308	9773	10262	10775	**11314**	11653	11886
		ANNUAL	111694	117279	123142	129300	135765	139838	142634
M78		HOURLY	55.041	57.794	60.683	63.717	66.903	68.910	70.289
		MONTHLY	9541	10018	10518	11044	**11597**	11944	12183
		ANNUAL	114486	120211	126221	132532	139159	143333	146200
M79		HOURLY	56.417	59.238	62.200	65.310	68.576	70.633	72.046
		MONTHLY	9779	10268	10781	11320	**11886**	12243	12488
		ANNUAL	117348	123216	129377	135845	142638	146917	149855
M80		HOURLY	57.828	60.719	63.755	66.943	70.290	72.399	73.847
		MONTHLY	10024	10525	11051	11603	**12184**	12549	12800
		ANNUAL	120282	126296	132611	139242	146204	150590	153601
M81		HOURLY	59.274	62.237	65.349	68.617	72.047	74.209	75.693
		MONTHLY	10274	10788	11327	11894	**12488**	12863	13120
		ANNUAL	123289	129454	135926	142723	149859	154354	157442
M82		HOURLY	60.755	63.793	66.983	70.332	73.849	76.064	77.585
		MONTHLY	10531	11057	11610	12191	**12800**	13184	13448
		ANNUAL	126371	132690	139324	146291	153605	158213	161378
M83		HOURLY	62.274	65.388	68.657	72.090	75.695	77.966	79.525
		MONTHLY	10794	11334	11901	12496	**13120**	13514	13784
		ANNUAL	129531	136007	142808	149948	157445	162169	165412
M84		HOURLY	63.831	67.023	70.374	73.893	77.587	79.915	81.513
		MONTHLY	11064	11617	12198	12808	**13448**	13852	14129
		ANNUAL	132769	139407	146378	153697	161381	166223	169547
M85		HOURLY	65.427	68.698	72.133	75.740	79.527	81.913	83.551
		MONTHLY	11341	11908	12503	13128	**13785**	14198	14482
		ANNUAL	136088	142893	150037	157539	165416	170378	173786
M86		HOURLY	67.063	70.416	73.937	77.633	81.515	83.961	85.640
		MONTHLY	11624	12205	12816	13456	**14129**	14553	14844
		ANNUAL	139490	146465	153788	161477	169551	174638	178131
M87		HOURLY	68.739	72.176	75.785	79.574	83.553	86.060	87.781
		MONTHLY	11915	12511	13136	13793	**14483**	14917	15215
		ANNUAL	142978	150126	157633	165514	173790	179004	182584
M88		HOURLY	70.458	73.981	77.680	81.564	85.642	88.211	89.975
		MONTHLY	12213	12823	13464	14138	**14845**	15290	15596
		ANNUAL	146552	153880	161574	169652	178135	183479	187149

Effective July 2024

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

Emplolyee Units Included:
Redlands Association of Management Employees

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M89		HOURLY	72.219	75.830	79.622	83.603	87.783	90.416	92.225
		MONTHLY	12518	13144	13801	14491	**15216**	15672	15986
		ANNUAL	150216	157727	165613	173894	182588	188066	191827
M90		HOURLY	74.025	77.726	81.612	85.693	89.977	92.677	94.530
		MONTHLY	12831	13472	14146	14853	**15596**	16064	16385
		ANNUAL	153971	161670	169753	178241	187153	192768	196623
M91		HOURLY	75.875	79.669	83.652	87.835	92.227	94.994	96.893
		MONTHLY	13152	13809	14500	15225	**15986**	16466	16795
		ANNUAL	157820	165712	173997	182697	191832	197587	201538
M92		HOURLY	77.772	81.661	85.744	90.031	94.532	97.368	99.316
		MONTHLY	13480	14155	14862	15605	**16386**	16877	17215
		ANNUAL	161766	169854	178347	187264	196628	202526	206577
M93		HOURLY	79.716	83.702	87.887	92.282	96.896	99.803	101.799
		MONTHLY	13818	14508	15234	15995	**16795**	17299	17645
		ANNUAL	165810	174101	182806	191946	201543	207590	211741
M94		HOURLY	81.709	85.795	90.085	94.589	99.318	102.298	104.344
		MONTHLY	14163	14871	15615	16395	**17215**	17732	18086
		ANNUAL	169955	178453	187376	196745	206582	212779	217035
M95		HOURLY	83.752	87.940	92.337	96.953	101.801	104.855	106.952
		MONTHLY	14517	15243	16005	16805	**17646**	18175	18538
		ANNUAL	174204	182914	192060	201663	211746	218099	222461
M96		HOURLY	85.846	90.138	94.645	99.377	104.346	107.477	109.626
		MONTHLY	14880	15624	16405	17225	**18087**	18629	19002
		ANNUAL	178559	187487	196862	206705	217040	223551	228022
M97		HOURLY	87.992	92.392	97.011	101.862	106.955	110.163	112.367
		MONTHLY	15252	16015	16815	17656	**18539**	19095	19477
		ANNUAL	183023	192175	201783	211872	222466	229140	233723
M98		HOURLY	90.192	94.701	99.436	104.408	109.629	112.918	115.176
		MONTHLY	15633	16415	17236	18097	**19002**	19572	19964
		ANNUAL	187599	196979	206828	217169	228028	234869	239566
M99		HOURLY	92.447	97.069	101.922	107.018	112.369	115.741	118.055
		MONTHLY	16024	16825	17667	18550	**19477**	20062	20463
		ANNUAL	192289	201903	211999	222598	233728	240740	245555
M100		HOURLY	94.758	99.496	104.470	109.694	115.179	118.634	121.007
		MONTHLY	16425	17246	18108	19014	**19964**	20563	20974
		ANNUAL	197096	206951	217299	228163	239572	246759	251694

Effective July 2024

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

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	15,926	19,359
04 - Director, Management Services	15,926	19,359
04 - Director, Facilities and Community Services	15,926	19,359
04 - Director, Human Resources/Risk Management	15,926	19,359
05 - Director, Municipal Utilities and Engineering	16,733	20,340
06 - Assistant City Manager	16,980	21,241
07 - Fire Chief	17,900	23,650
08 - Police Chief	20,196	28,050

Salary Schedule (C)

Range	Minimum Monthly Salary	Maximum Monthly Salary
C1 - Library Director	12,989	17,713
C2 - City Attorney	19,449	24,131
C3 - City Manager	23,750	29,166

City of Redlands

Part Time Hourly Rate Schedule Effective January 1, 2025

CLASSIFICATION TITLE	HOURLY RATE	
Administrative Assistant		23.51
Adult Literacy Assistant		19.50
Background Investigator I/II	30.00	35.00
Camera Operator		16.95
Cemetery Aide		16.50
Community Service Officer I/II	23.92	25.91
IT/GIS Intern		16.50
Library Page		16.50
Library Clerk		17.79
Library Specialist		21.07
Maintenance Worker		21.50
Museum Attendant		16.50
Planning Intern		16.50
Program Aide		17.79

City Council Meeting **K. 13.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the invoice payment to Systems & Software, Inc. for support of the enQuesta Utility Database for Customer Management in an amount of $203,771 for annual software maintenance and support (Management Services/Finance Director Garcia)

MOTION(S):

I move that the City Council approve payment of the invoice to Systems & Software, Inc. ("S&S"), providers of the City's utility billing software, in an amount of $203,771 for annual software maintenance and support for the calendar year 2025.

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 $203,771 for annual software 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 now currently underway to Version 6. The enQuesta system provides billing, collections and cash receipting functionality for the customer service and revenue offices, in addition to managing over 80,000 customer 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. The annual maintenance cost is increasing 3% from 2024 to 2025 as 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 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.

ALTERNATIVES:

Do not approve the payment with Systems & Software.

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 2025
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$203,771
Budgeted Y/N:	Y

Discussion:

There is no impact to the General Fund. Funding for this expense is included in the IT Division's Fiscal Year 2024-25 budget.

Attachments

2025 Support and Maintenance Invoice
Support Guidelines

Systems & Software

Please remit to:
62130 Collections Center Drive
Chicago, IL 60693-0621

Invoice SSIMN0000150
Date 10/30/2024
Page 1 of 1

Bill To

City of Redlands
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

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	RED100		LOCAL DELIVERY	MN JAN

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	ENQUESTA	enQuesta Support: 1/1/2025 to 12/31/2025	US$ 181,962.75	US$ 181,962.75
1.00	TPM	Third Party Maintenance: 1/1/2025 to 12/31/2025	US$ 21,808.05	US$ 21,808.05

Please note that payment is due on or before the maintenance start date. To avoid interruptions in service, please allow 10 business days prior to the start of your term to send in your payment.

Invoice Questions? Please call Lisa Ross at 613-226-5511 ext 2192 or email LRoss@harriscomputer.com

Subtotal	US$ 203,770.80
Misc	US$ 0.00
Tax	US$ 0.00
Freight	US$ 0.00
Trade Discount	US$ 0.00
Total	US$ 203,770.80

Systems & Software
2025 Support Guidelines

SYSTEMS & SOFTWARE

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10 East Allen Street
Winooski, VT 05404
phone: 1-802-865-1170
fax: 1-802-865-1171

WORKING TOGETHER

S&S is committed to supporting our customers by providing prompt responses and satisfying solutions.

To support this commitment, S&S has invested a significant amount of time, energy, and attention to building the team and tools needed to support our customers, including providing multiple channels to reach us.

S&S strives to work closely with our customers to understand their unique business needs, how business evolves, address incidents, and work collectively to ensure seamless system performance. Committed to helping your business succeed, S&S is ready to help with additional solutions as your business grows and changes. We appreciate your business!

Sincerely,

Julie Hextell
Executive Vice-President

10 East Allen Street
Winooski, VT 05404
phone: 1-802-865-1170
fax: 1-802-865-1171

OUR MODEL

Customer Support Portal - The Customer Support Portal allows your employees to manage & track tickets and engage directly with the Triage Team.

Phone - Our Triage 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.

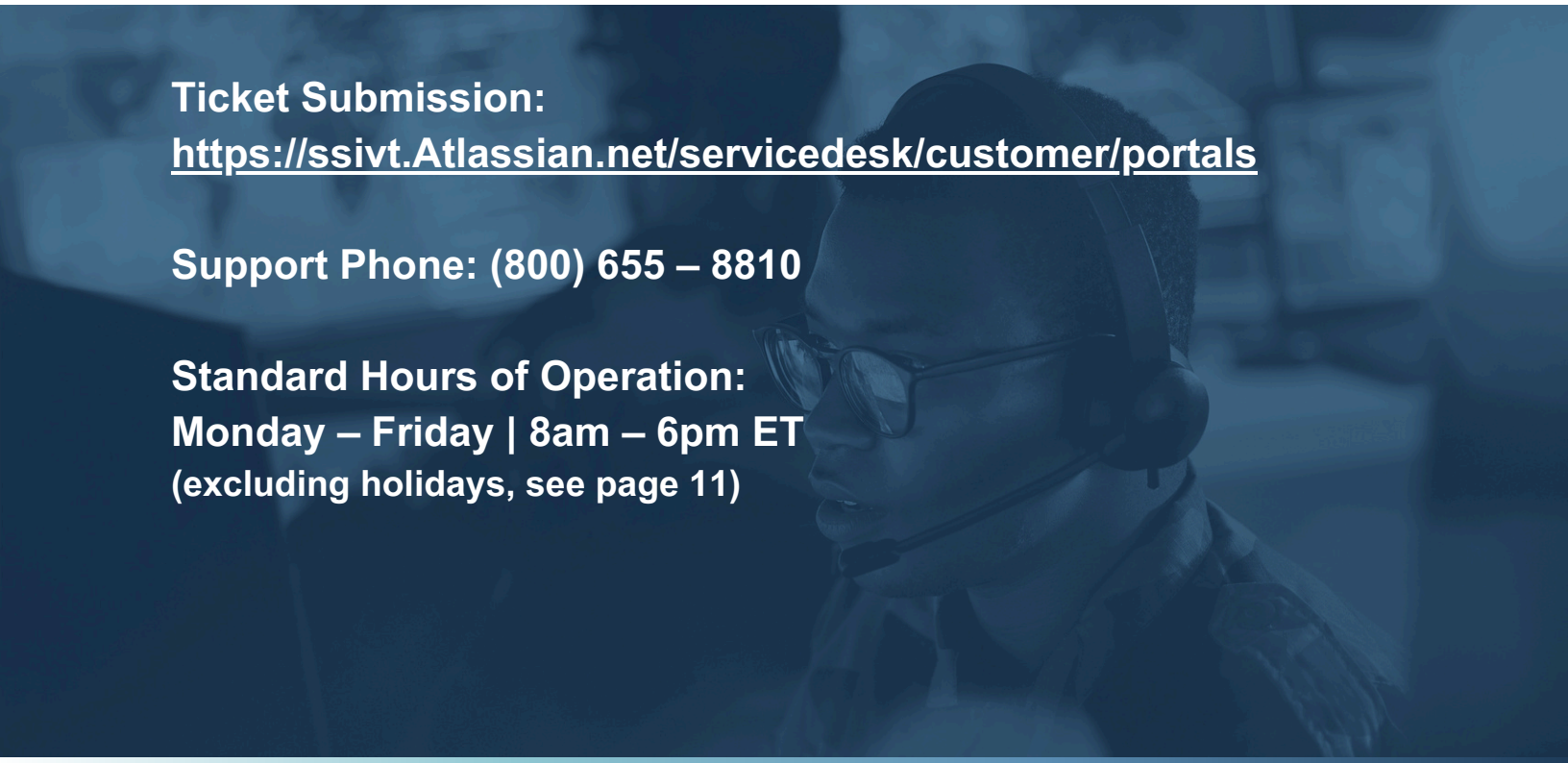
10 East Allen Street
Winooski, VT 05404
phone: 1-802-865-1170
fax: 1-802-865-1171

YOUR SUPPORTING CAST

Currently, S&S employs over 100 team members across the U.S. and Canada, with the depth and experience required to resolve your most complex issues. The skill set within the S&S team ranges from chartered accountants to engineers & developers, to seasoned utility professionals and billing & project specialists.

S&S has over 50 years of history! We have recruited, hired, and trained some of the brightest minds in the industry, some of whom have been with our team for over 40 years! You can count on S&S processes and people to address your issues effectively.

CLIENT SUPPORT DESK



Ticket Submission:
https://ssivt.Atlassian.net/servicedesk/customer/portals

Support Phone: (800) 655 – 8810

Standard Hours of Operation:
Monday – Friday | 8am – 6pm ET
(excluding holidays, see page 11)

10 East Allen Street
Winooski, VT 05404
phone: 1-802-865-1170
fax: 1-802-865-1171

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 MODEL

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	Triage Team Lead	Mary Reedy 802-233-2694 mreedy@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 Theresa Barry tbarry@harriscomputer.com	Target Response: 1 Hr Showstopper Response: <15 Min
Level 4	Director, Customer Success	Michelle Gamble 802-755-7165 mgamble@harriscomputer.com	Target Response: 1 Hr Showstopper Response: <15 Min

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SUBMISSION OF ISSUES

ISSUE TYPE	DESCRIPTION (examples)	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)	24HRS
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	8HRS
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 • Hand Held Upload/Download • Deposits • System errors that have workarounds • Calculate errors impacting a small # of records	2HRS
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 • 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	15MINS

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INCLUDED IN ANNUAL MAINTENANCE & SUPPORT

The following services are included in the 2025 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 SupportPortal, includes release notes, functional documentation, and custom documentation.
- Monthly Webinars (Customer Connect) on new features, “how-to’s,” and new integration options.
- Wide array of experts on staff
- Technical troubleshooting and issue resolution
- Database patching, as applicable
- One-stop support for contracted third parties.
- Limited duration training (15-minute)
- Quote dashboard
- Internal SystemMonitoring
- Automated train refreshes
- Regular releases for v6 only
- Quarterly Customer Newsletters
- Periodic user & product advisory groups, as well as HCTC

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MODIFICATIONS & 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 2025 hourly rate for this work will remain the same at $275/Hour. This rate is deemed effective January 1st, 2025, through to and including December 31st, 2025, unless otherwise indicated and is subject to change.

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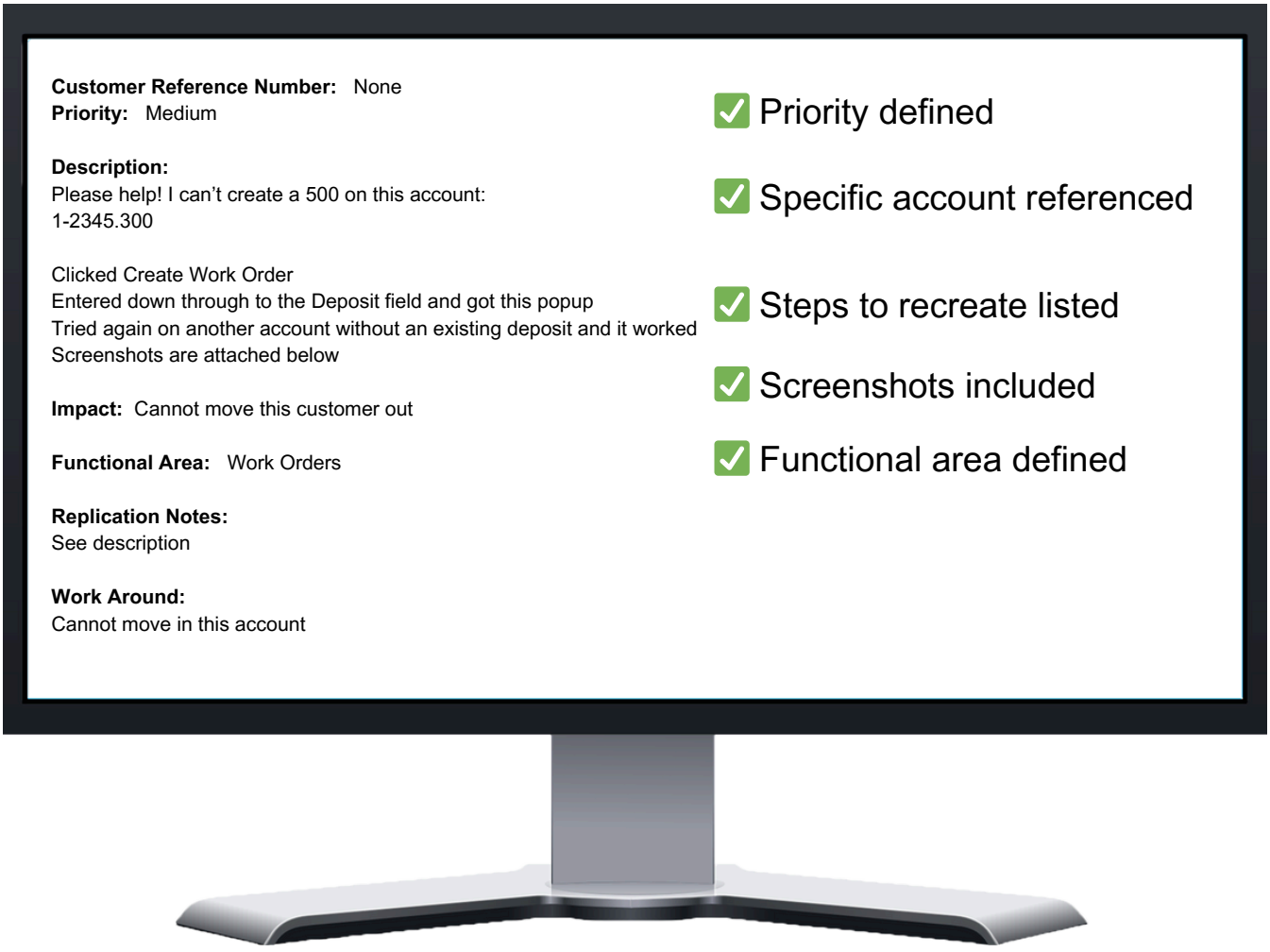
HELP S&S HELP YOU

You can submit tickets through our Customer SupportPortal at:

https://ssivt.atlassian.net/servicedesk/customer/portals

Here is what you need to include when you submit a ticket:



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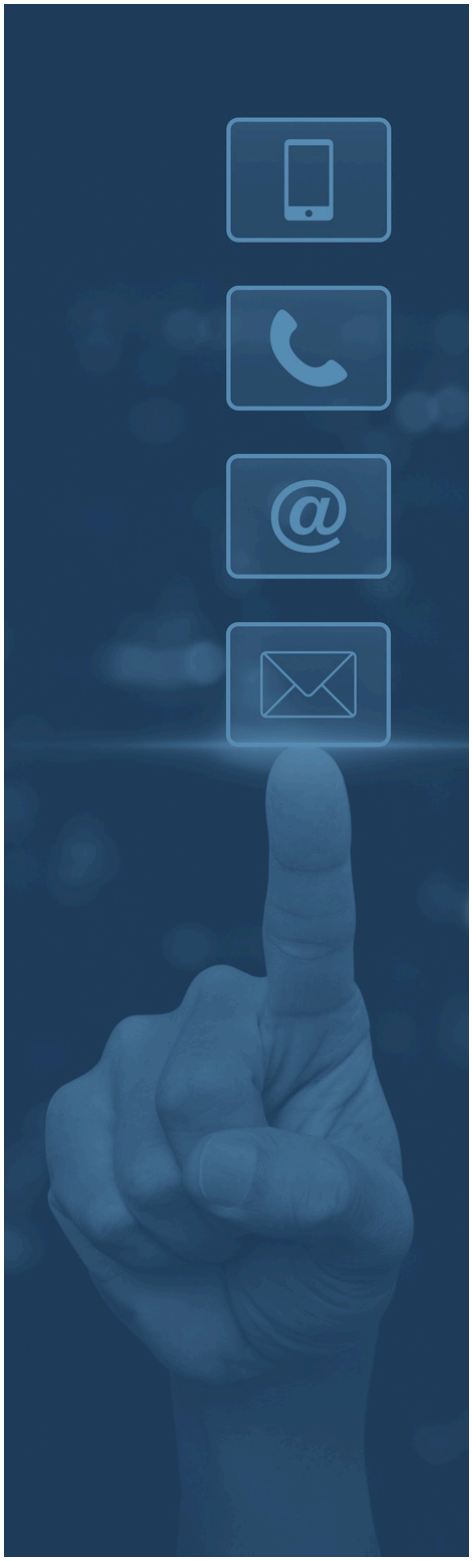
HELP S&S HELP YOU - Continued

The Triage 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
- Accountinfo
- 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 orfast path
- Criteria enteredon 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?

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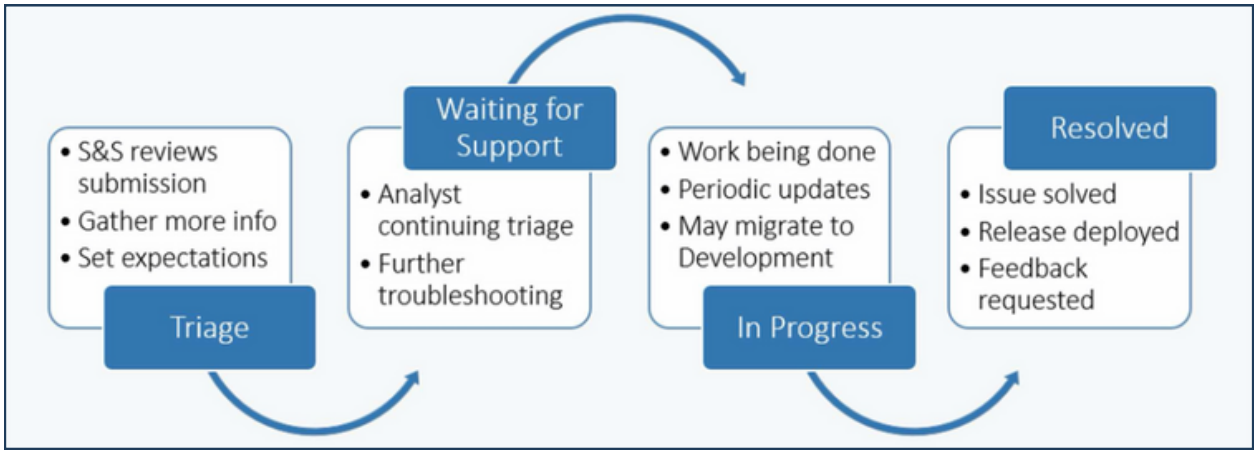
UNDERSTANDING TICKET FLOW

Ticket resolution will follow this general pattern. If a ticket does need development work, you will see the additional status of “With Development”.



DEPLOYMENT OF V6 RELEASES

Customers must provide a secure VPN connection to S&S. Customers should plan to take updated releases not less than once a quarter. 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 upon date and time.

DEPLOYMENT OF V4.5 - 5 RELEASES

Customers must provide a secure VPN connection to S&S. Your Customer SuccessManager will work with you to gatherthe tickets that you want released to your system. We will deploy to your Train environment and provide time for you to test. Once you have thoroughly tested and approved the release to Production, our developers will deploy it at the agreed upon date and time.

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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.

2025 S&S HOLIDAY CALENDAR

S&S offices will be closed during the dates listed below:

Date	Holiday
January 1st	New Year's Day
May 26th	Memorial Day
July 4th	Independence Day
September 1st	Labor Day
November 27th & 28th	Thanksgiving
December 24th & 25th	Christmas

After-Hours pager support for showstoppers will be available, if required.

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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.

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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 a 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.

Production systems:	Non-production systems:
Date: Second Tuesday of each month Time: 3:00AM ET – 5:00AM ET Or Time: 9:00PM ET – 11:00PM ET	Date: First Tuesday of each month Time: 5:00AM ET – 7:00AM ET

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MANAGED SERVICES (HOSTED CUSTOMERS) CONTINUED

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)

W**hat 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 the 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

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SECURITY & 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 data center 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 redundancy even within regions; more here: (https://docs.oracle.com/en-us/iaas/Content/General/Concepts/regions.htm).

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City Council Meeting **K. 14.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the $75,000 JCI Jones Chemical, Inc. purchase order modification and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council determine that approval of a $75,000 JCI Jones Chemical, Inc. purchase order modification is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

I move City Council approval of a $75,000 JCI Jones Chemical, Inc. purchase order modification.

RECOMMENDATION:

Staff recommends that City Council determine that approval of a $75,000 JCI Jones Chemical, Inc. purchase order modification is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Staff also recommends City Council approval of a $75,000 JCI Jones Chemical, Inc. purchase order modification.

DISCUSSION:

In June 2024, City Council approved FY 24/25 Municipal Utilities and Engineering Department (MUED) annual purchase orders (POs) for a variety of common supplies and consumables necessary to operate and maintain water utility production, treatment, and distribution systems. These include plumbing fittings, facility maintenance supplies, and water treatment chemicals, among other things. A $75,000 annual PO to purchase chlorine gas from JCI Jones Chemical, Inc. (JCI) was approved at that time.

The City's Henry Tate Water Treatment Plant (Tate WTP) utilizes chlorine gas supplied by JCI to disinfect Mill Creek water prior to distribution to drinking water customers. Mill Creek is the City's most economical raw water source and MUED maximizes its use to the extent practicable to meet customer demand. Recent wildfires within the Upper Santa Ana River (SAR) watershed compromised the quality of SAR water that is typically treated at the City's Hinckley Water Treatment Plant and MUED staff proactively increased water production and treatment through the Tate WTP to ensure uninterrupted service to the City's potable water customers. This increase in production required the use of much more JCI chlorine gas than anticipated. Approximately eighty percent (80%) of the original JCI chlorine gas PO has been exhausted, and the remainder will be exhausted prior to the end of FY 24/25. Therefore, MUED recommends a $75,000 JCI PO increase to support Tate WTP operations through the remainder of FY 24/25. If approved, the revised FY 24/25 JCI PO will be $150,000.

Approval of a $75,000 JCI PO modification is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with certainty that there is no possibility that doing so will negatively impact the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Paul Mariscal, Water Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$75,000
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. The FY 24/25 Water fund budget includes sufficient funding for this PO modification request.

Attachments

JCI Jones Annual PO FY 24/25

PURCHASE ORDER

Fiscal Year 2025

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number **22500120**

Purchase Order Date **06/27/2024**

Department **MUNICIPAL UTIL & ENGINEERING**

Required By **07/01/2024**

Bill To FINBIL

CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373
EMAIL: accountspayable@cityofredlands.org
Emailing invoice and referencing PO No. is required and will expedite payment
.

Vendor 2288

JCI JONES CHEMICALS INC
1401 DEL AMO BLVD
TORRANCE, CA 90501

Ship To WTRPRO

MUED-Water Production Div
955 Parkford Dr
Redlands, CA 92374

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
310-523-1629		2288	12500065	Ashley Rosario	

NOTES

WATER- CHEMICAL CI2 GAS

ANNUAL PURCHASE TERM:
JULY 1, 2024 - JUNE 30, 2025.
.
ANNUAL PURCHASE ORDER AS PER CITY COUNCIL APPROVAL DATED JUNE 18, 2024, AND PER RFB NO. 20240306-PM (6).
.
NOT TO EXCEED DOLLAR AMOUNT PER YEAR. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.
.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROVIDE C12 GAS AT THE RATE OF $1.38, ON AS NEEDED BASIS, FOR THE CITY OF REDLANDS MUNICIPAL UTILITIES ENGINEERING DEPARTMENT, WATER DIVISION. Ship Email:PMARISCAL@CITYOFREDLANDS.ORG	1.0000	EA	$75,000.0000	$75,000.00

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Total Ext. Price $75,000.00

Purchase Order Total $75,000.00

Deana Abramovich-Daniel
PROCUREMENT MANAGER

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

CITY OF REDLANDS
PURCHASE ORDER TERMS AND CONDITIONS
unless otherwise specified in an executed agreement, the following shall apply

1. INVOICES: Each purchase order is to be invoiced separately and all invoices shall be submitted to the billing address as shown on the front of the Purchase Order. All invoices, shipping documents, correspondence, and-related papers must have the purchase order number and consignee shown clearly in their face.

2. PACKAGING AND DRAYAGE: Unless so specified on the Purchase Order and evidenced by a copy of the freight bill attached to the invoice, there shall be no charge to the City for either packaging and/or drayage

3. INSPECTION: All materials and workmanship provided under the terms of the Purchase Order are subject to inspection and test by the City to ensure compliance with the requirements and specifications contained therein. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order.

4. RESPONSIBILITIES: Unless otherwise specified in the Purchase Order, the supplier/contractor shall be responsible for all items covered in said Purchase Order until delivered at the designated delivery point and thereafter accepted by the City. Supplier/contractor shall bear all risks as the goods and services provided until they are finally accepted by the City. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises, and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor.

5. ACCEPTANCE: The City's final acceptance of the goods or services provided under the Purchase Order shall be conclusive except in those instances where a latent defect or fraud is subsequently discovered, or when a supplier/contractor has committed such gross mistakes that they are tantamount to a fraud. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order.

6. CHANGES: This Purchase Order may, at any time, be changed with regard to the materials or services to be furnished, the quantity ordered, the unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. However, in order to be effective, any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or the decrease in the cost thereof. Any such adjustment shall be subject to the written approval of the Purchasing Agent. No variation in the quality, quantity, or coat of any item called for by this Purchase Order Shall be acceptable by the City except in pursuance of a written Change Order approved by the Purchasing Agent.

7. TERMINATION: This Purchase Order may be terminated, in whole or in part, at any time, by written notice to the supplier/contractor. Such termination shall be effective with respect to the quantity, manner, and time specified in such notice. The City shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted as of the effective date of said written notice. The City shall not be liable for any excess cost arising out of such termination, and failure of the supplier/contractor to cease delivery and/or work upon receipt of such termination notice shall not occasion a claim for extra costs.

8. TIME IS OF THE ESSENCE: In the event that the supplier/contractor fails to perform this Purchase Order within the time specified, the Purchasing Agent may, by written notice, order the supplier/contractor to cease further deliveries and may hold the supplier/contractor liable for any damages caused to the City by reason of such delay. If no time is specified, it is expected that the supplier/contractor shall begin performance within a reasonable time after placement of the order. The City may extend periods of performance if the facts as to the cause of the delay, in sole opinion of the Purchasing Agent, justify such an extension.

9. LIABILTIY: The supplier/contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, and agents from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this Purchase Order or asserted against it. Further, supplier/contractor warrants that the City shall not be responsible for any damages that may be claimed by reason or death injury of the person of the supplier/contractor's officer, agents, employees, invitees or licensees or for damage to any property of the supplier/contractor or any other damage that may arise or result at anytime because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed by proximately or otherwise by reason of, or in course of, carrying out this Purchase Order.

10. DISPUTES: All disputes concerning questions of fact which may arise under this Purchase Order under this Purchase Order, and not disposed of by mutual agreement and/or consent, shall be decided by the sole discretion of the Purchasing Agent. All disputes concerning questions of law, which may arise under this Purchase Order, shall be decided under applicable laws of the State of California.

11. PAYMENTS: Payments shall be made upon submission of an itemized invoice, presented in duplicate of the prices stipulated in the Purchase Order and within 30 days of becoming due for supplies delivered and accepted or services rendered and accepted, less deductions if any. When requested by the supplier/contractor, payment on partial deliveries may be made whenever, in the sole discretion of the Purchasing Agent, the surrounding circumstances warrant such partial payment. In the event and, if for any reason, an overpayment is made; the City requires prompt refund of said overpayment by way of supplier/contactor's properly referenced check.

12. LICENSOR: All supplier/contractors who perform work within the City, must have on file at the Redlands City Revenue Office, a current and valid city business license.

13. CONFORMITY WITH SAFETY ORDERS: The goods and/or services covered by this Purchase Order or contract must conform to the safety order of OSHA, CAL-OSHA, and/or NIOSHA and any and all applicable material safety data sheets (MSDS).

14. PREVAILING WAGES: When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

City Council Meeting **K. 15.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8644 establishing a contractor list pursuant to the 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 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine that approval of Resolution No. 8644 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. 8644 establishing a contractor list pursuant to the Uniform Public Construction Cost Accounting Act.

RECOMMENDATION:

Staff recommends that City Council determine that adoption of Resolution No. 8644 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. 8644.

DISCUSSION:

The Uniform Public Construction Cost Accounting Act (Act) was enacted in 1983 and 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 relief from the formal bid process on smaller projects if 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 and adopt an ordinance providing alternative bidding procedures. The Act provides that for public works projects of $60,000 or less, the City may use its own employees or negotiate contract terms. For public works projects valued at $200,000 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. 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 must provide a new or updated list of qualified contractors. In October 2024, 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 the name of their firm and other required information for inclusion on the City's list of qualified bidders. The attached contractor list has been updated for calendar year 2025 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. 8644 establishing the contractor list 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, Civil Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with the approval of this Resolution.

Attachments

Resolution No. 8644

RESOLUTION NO. 8644

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A CONTRACTOR LIST PURSUANT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, the City established Ordinance No. 2891 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 Uniform Public Construction Cost Accounting Act, attached hereto as Exhibit "A," is hereby adopted for the calendar year 2025.

ADOPTED, SIGNED AND APPROVED this 17th day of December 2024.

_____

, 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 17th day of December 2024, 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 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
Fix Painting Company, Woodland Hills, CA
F.M. Thomas Air Conditioning, Inc., Brea, 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
Matich Corporation, Highland, CA
My Electrician, Inc., Menifee, CA
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
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 **K. 16.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Third Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for the California Street and Redlands Boulevard Intersection Widening Project to extend the time for completion to December 31, 2025, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine that approval of the Third Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for the California Street and Redlands Boulevard Intersection Widening Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve the Third Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the Third Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc. to provide engineering services for the California Street and Redlands Boulevard Widening Project is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality act, and approve the Third Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc.

DISCUSSION:

California Street and Redlands Boulevard are major corridors within the City's transportation network and their intersection serves as a western gateway into the City. The California Street and Redlands Boulevard Intersection Widening Project (Project) will construct a dedicated right turn lane on the northwest corner of the intersection for southbound California Street vehicles turning west onto Redlands Boulevard, widen the west side of California Street from the intersection to a point approximately 770 feet north, and install a reinforced concrete box culvert over a portion of the Mission Channel. The remainder of the intersection was fully improved by a multi-jurisdictional project executed by the Cities of Redlands and Loma Linda. On November 1, 2022, the City Council approved a Professional Services Agreement (Agreement) with CASC Engineering and Consulting, Inc. (CASC) to provide Project engineering services.

In October 2023, San Bernardino County Flood Control District (District) staff proposed to expand the original Project scope of work to improve the entire culvert crossing within the Mission Channel to its ultimate condition. This change in scope required a Cooperative Agreement with the District to reimburse the City for additional engineering and construction costs. In December 2023, City Council approved the First Amendment to the CASC Agreement, extending the project completion term by eight (8) months to August 31, 2024, to allow for the development of the Cooperative Agreement. Subsequently, in February 2024, the Second Amendment extended the completion term for project engineering services by four (4) months to December 31, 2024.

The design of the Project has been completed. However, City staff and CASC are working together to obtain permits from several regulatory agencies before beginning construction. The bidding process for construction of the Project is expected to begin in early 2025. The completion term for the CASC Agreement is approaching, and it is necessary to extend the completion term to allow for CASC bidding and construction management support during these respective phases of the Project. The Third Amendment will extend the project engineering services completion term by an additional twelve (12) months, to conclude on December 31, 2025.

Approval of the Third Amendment to the CASC Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with certainty that it will have no possibility of causing any significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Strategic Priority D, Strategic Objective 3 - Infrastructure. Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Discussion:
There is no fiscal impact associated with this action.

Attachments

A. Third Agreement Amendment CASC
B. CASC Agreement (Reference Only)
C. First Agreement Amendment (Reference Only)
D. Second Agreement Amendment (Reference Only)

THIRD AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This third amendment ("Third Amendment") to the agreement for Engineering services related to the California Street and Redlands Boulevard Intersection Widening Project dated November 1, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and CASC Engineering and Consulting, Inc., a California corporation ("Consultant"), is made and entered into this 17th day of December 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically amending Article 4.2 of the Agreement to extend the date for termination of the Services to December 31, 2025;

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

AGREEMENT

Section 1. Section 4.2 of Agreement, entitled "Performance of Services" is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by December 31, 2025, unless the Services are terminated earlier as provided for herein."

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment, to be effective as of December 17, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

CASC Engineering and Consulting, Inc.

By: _____
Richard J. Sidor, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of engineering services("Agreement") is made and entered in this 1st day of November, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CASC Engineering and Consulting, Inc. a California consultant ("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 engineering services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by December 31, 2023, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall be in the amount of two hundred thirty-one thousand nine hundred thirty dollars ($231,930). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Patrick Flanagan, Licensed Project Manager
CASC Engineering and Consulting, Inc.
1470 E. Cooley Drive
Colton, CA 92324
pflanagan@cascinc.com
Phone: (909) 783-0101

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 "E," 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: _____
Paul T. Barich, Mayor

CASC Engineering and Consulting, Inc.

By: _____
Richard J. Sidor, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The consultant will develop plans, specifications, and estimates (PS&E) adhering to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and San Bernardino County Flood Control District (SBCFCD) Standard Specifications. Please review the project carefully and submit your proposal in accordance with the instructions provided in the Request for Proposals (RFP). The as-built plans for the 2017 previously completed "California Street/Redlands Intersection Improvement Project" has been attached to be used as an example only.

The scope of work that follows is intended as a guide only. The proposer is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project:

A. Project Coordination:

Consultant shall include Project Management as one of the work tasks. The Consultant shall act as a manager of the Consultant's team, including any Subconsultants. The Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the project. Consultant shall give prior notice to the City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

a. Hold a design kick-off meeting with City representatives to review the project in detail, design requirements, schedule, potential concerns and cost limitations.

b. Maintain continuous communication with the City, including meetings to review the preliminary plan and project status at 60%, and 90% completion.

c. Provide agendas for each project status meeting including items for discussion and meeting minutes listing action items.

d. Provide an updated project schedule at each progress meeting.

e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties within the critical path.

f. Provide a presentation to City Council and additional committees as requested by City staff.

B. Agency and Utility Coordination:

a. Coordinate with utility companies within the project limits as necessary.
b. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities around the project.

c. Coordinate with utility companies to upgrade facilities, as needed.

d. Review utility information to determine the impact of the project on the various utilities, including contacting each affected utility company to determine facilities that may interfere with proposed construction.

e. Maintain a utility matrix documenting contacts, issues, etc. with utility companies.

f. Deliverables:
   - Digital submission of utility matrix.

C. Preliminary Engineering:

a. Design Survey
   i. Perform research for survey information.
   ii. Perform survey and conduct data collection.
   iii. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.
   iv. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements; and
   v. The survey and datum will be tied into the state plane coordinate system and City benchmark.
   vi. Review and analyze existing conditions.

b. Field Review
   i. Research and review base data documents including as-built improvement plans, utility information and other available record data; and
   ii. Conduct a design review field meeting with City staff at 60% design completion to evaluate design recommendations against existing conditions.
   iii. Field Review Deliverables:
      - Minutes of design review field meeting.

D. Environmental Technical Studies:

The Consultant shall take the leadership role in all steps required for the approval of the Environmental Documents, include spearheading timely approvals from Army Corps of Engineers, California Department of Fish and Wildlife, SBCFCD, California State Water Resources Control Board, etc. Consultant will be the sole entity to perform research, surveys, studies, graphics, and coordination with the appropriate entitles and agencies, and shall not expect or rely on City staff to perform this work or to supplement the Consultant's work.

a. The consultant shall determine whether environmental work anticipated with this project is required or whether CEQA Categorical Exemption Section 15301 (c) applies to this project.

b. Environmental surveys, technical studies, public meetings. Consultant to prepare considering the Project needs.

c. Environmental Documents: Prepare and process the appropriate environmental documents for approval by the City and appropriate entities respectively. Environmental mitigation. plans and agreements.

d. Consultant prepares with applicable resource agencies and process approvals of the plans through regulatory agencies.

E. Final Engineering:

Plans, specifications, and estimates shall be provided at levels of completion of approximately 60%, 90%, and 100% (Mylar). The City will provide review comments at the concept, 60% and 90% design stage. It is expected that 100% plans will be complete.

Plans shall conform to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and County of San Bernardino Flood Control District (SBCFCD) Standard Specifications. and shall be prepared utilizing AutoCAD software. All work identified herein shall be approved by a Professional Engineer registered within the State of California.

Project plans shall include, but are not limited, to the following:

i. Title and construction detail sheets;

ii. Civil design plans. Plans shall include removals, existing and proposed improvements, utility base mapping, etc. Where necessary, the plans shall define limits of repairs to pavement, curb, gutter, sidewalk, ADA upgrades, etc. The plans shall be at a horizontal scale of 1"=20' or 1"=40' where appropriate;

iii. Signing and striping plans at a horizontal scale of 1"=40'. Signing and striping plans shall be prepared and meet criteria established in the MUTCD, latest edition;

iv. Submit 60% and 90% completion plans for City's review and comments. Revise plans based on City comments; and

v. Submit 100% plans (mylars) and project specifications.

In performing said service, the consultant shall use, whenever possible, the boilerplate specifications prepared and approved by the City. All drawings and specifications shall be adequate and sufficient for the City to solicit bids for the award of the construction contract for said work.

i. Deliverables:
- Two sets of full size plan submittals at 60% and 90% completion milestones;
- One full size Mylar set of 100% drawings; and
- DVD containing bid package in PDF, AutoCAD and Microsoft Word.

F. Cost Estimates:

Prepare quantity calculations and final construction cost estimates in accordance with City requirements to meet established project budget.

i. Deliverables:
- Cost estimate at Concept, 60%, 90% and 100% design; and
- Electronic files of 100% cost estimates.

G. Specifications:

Prepare Technical Specifications to be used in conjunction with the City boilerplate specifications. Preparation of all required Federal/State documents to be included in the specifications.

i. Deliverables:
- Specifications at the 60%, 90% and 100% completion milestones; and
- Electronic files of 100% specifications.

H. Project Advertisement Services:

Consultant shall provide support during bidding. Work includes, but is not limited to, the following:

i. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses. All communication shall be directed to the City for issuance to the bidders, at no time shall the consultant respond directly to bidders; and

ii. Prepare addenda as necessary with coordination and issuance by the City.

iii. Deliverables:

- Tabulated Response to RFIs & Addendums, as necessary.

I. Construction Support Services:

Consultant shall provide support during construction. Work includes, but is not limited to, the following:

i. Provide response to contractor's requests for information (RFI) regarding the project forwarded to the consultant by the City. This task includes conferring with the City's Construction Manager regarding the RFI, as appropriate. All communication shall be directed to the City for issuance to the Contractor, at no time shall the Consultant respond directly to Contractor;

ii. Review and approve shop drawings; and

iii. Regularly scheduled construction observation is specifically excluded from this scope of work.

J. Prepare Record Drawings (As-built):

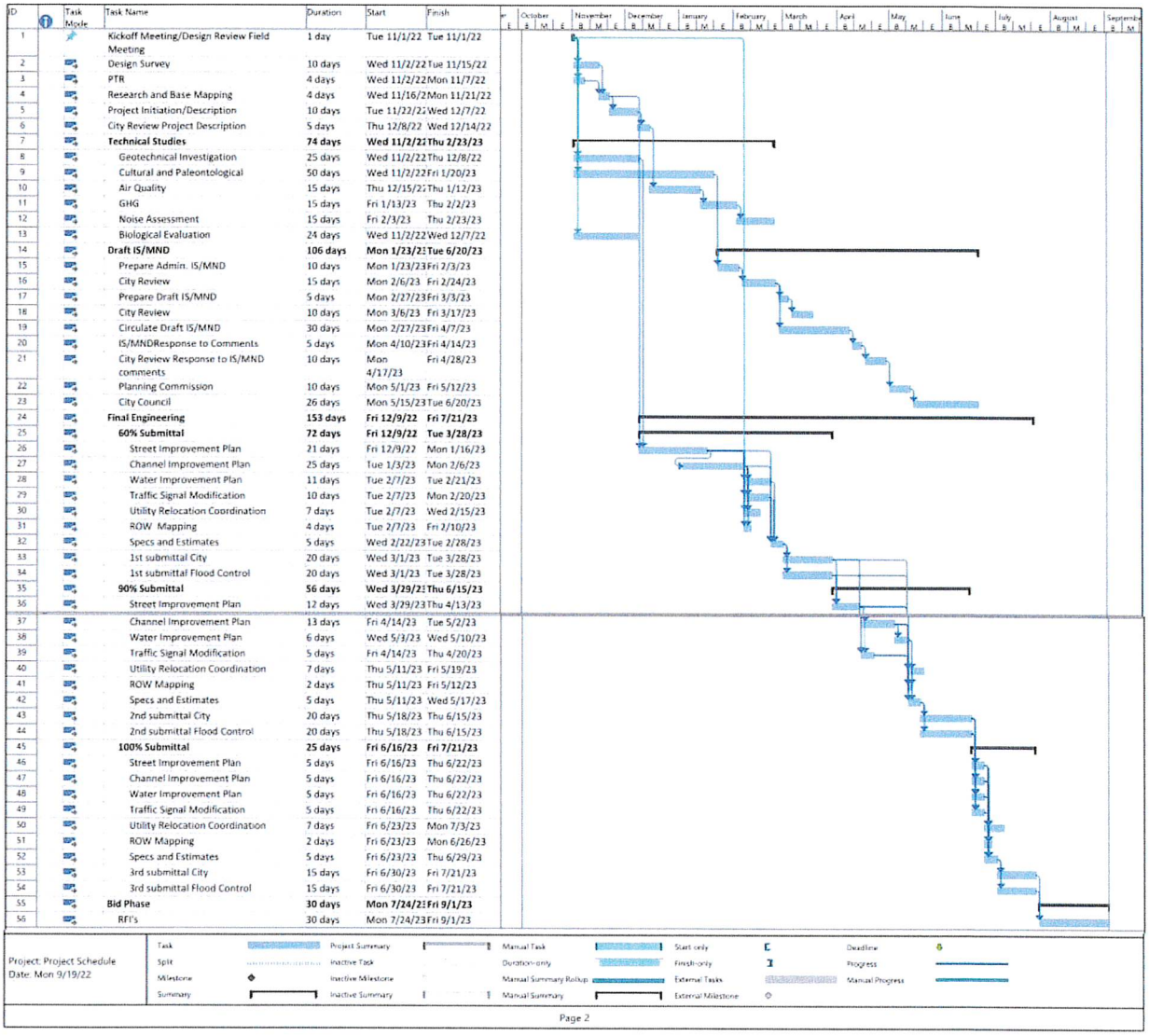
Within sixty days following the completion and acceptance of the project, furnish City with a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Consultant assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

i. Deliverables:

- Furnish a complete set of revised original record drawings

EXHIBIT "B"

PROJECT SCHEDULE



ID	Task Mode	Task Name	Duration	Start	Finish
1		Kickoff Meeting/Design Review Field Meeting	1 day	Tue 11/1/22	Tue 11/1/22
2		Design Survey	10 days	Wed 11/2/22	Tue 11/15/22
3		PTR	4 days	Wed 11/2/22	Mon 11/7/22
4		Research and Base Mapping	4 days	Wed 11/16/2	Mon 11/21/22
5		Project Initiation/Description	10 days	Tue 11/22/22	Wed 12/7/22
6		City Review Project Description	5 days	Thu 12/8/22	Wed 12/14/22
7		**Technical Studies**	**74 days**	**Wed 11/2/22**	**Thu 2/23/23**
8		Geotechnical Investigation	25 days	Wed 11/2/22	Thu 12/8/22
9		Cultural and Paleontological	50 days	Wed 11/2/22	Fri 1/20/23
10		Air Quality	15 days	Thu 12/15/22	Thu 1/12/23
11		GHG	15 days	Fri 1/13/23	Thu 2/2/23
12		Noise Assessment	15 days	Fri 2/3/23	Thu 2/23/23
13		Biological Evaluation	24 days	Wed 11/2/22	Wed 12/7/22
14		**Draft IS/MND**	**106 days**	**Mon 1/23/23**	**Tue 6/20/23**
15		Prepare Admin. IS/MND	10 days	Mon 1/23/23	Fri 2/3/23
16		City Review	15 days	Mon 2/6/23	Fri 2/24/23
17		Prepare Draft IS/MND	5 days	Mon 2/27/23	Fri 3/3/23
18		City Review	10 days	Mon 3/6/23	Fri 3/17/23
19		Circulate Draft IS/MND	30 days	Mon 2/27/23	Fri 4/7/23
20		IS/MNDResponse to Comments	5 days	Mon 4/10/23	Fri 4/14/23
21		City Review Response to IS/MND comments	10 days	Mon 4/17/23	Fri 4/28/23
22		Planning Commission	10 days	Mon 5/1/23	Fri 5/12/23
23		City Council	26 days	Mon 5/15/23	Tue 6/20/23
24		**Final Engineering**	**153 days**	**Fri 12/9/22**	**Fri 7/21/23**
25		**60% Submittal**	**72 days**	**Fri 12/9/22**	**Tue 3/28/23**
26		Street Improvement Plan	21 days	Fri 12/9/22	Mon 1/16/23
27		Channel Improvement Plan	25 days	Tue 1/3/23	Mon 2/6/23
28		Water Improvement Plan	11 days	Tue 2/7/23	Tue 2/21/23
29		Traffic Signal Modification	10 days	Tue 2/7/23	Mon 2/20/23
30		Utility Relocation Coordination	7 days	Tue 2/7/23	Wed 2/15/23
31		ROW Mapping	4 days	Tue 2/7/23	Fri 2/10/23
32		Specs and Estimates	5 days	Wed 2/22/23	Tue 2/28/23
33		1st submittal City	20 days	Wed 3/1/23	Tue 3/28/23
34		1st submittal Flood Control	20 days	Wed 3/1/23	Tue 3/28/23
35		**90% Submittal**	**56 days**	**Wed 3/29/23**	**Thu 6/15/23**
36		Street Improvement Plan	12 days	Wed 3/29/23	Thu 4/13/23
37		Channel Improvement Plan	13 days	Fri 4/14/23	Tue 5/2/23
38		Water Improvement Plan	6 days	Wed 5/3/23	Wed 5/10/23
39		Traffic Signal Modification	5 days	Fri 4/14/23	Thu 4/20/23
40		Utility Relocation Coordination	7 days	Thu 5/11/23	Fri 5/19/23
41		ROW Mapping	2 days	Thu 5/11/23	Fri 5/12/23
42		Specs and Estimates	5 days	Thu 5/11/23	Wed 5/17/23
43		2nd submittal City	20 days	Thu 5/18/23	Thu 6/15/23
44		2nd submittal Flood Control	20 days	Thu 5/18/23	Thu 6/15/23
45		**100% Submittal**	**25 days**	**Fri 6/16/23**	**Fri 7/21/23**
46		Street Improvement Plan	5 days	Fri 6/16/23	Thu 6/22/23
47		Channel Improvement Plan	5 days	Fri 6/16/23	Thu 6/22/23
48		Water Improvement Plan	5 days	Fri 6/16/23	Thu 6/22/23
49		Traffic Signal Modification	5 days	Fri 6/16/23	Thu 6/22/23
50		Utility Relocation Coordination	7 days	Fri 6/23/23	Mon 7/3/23
51		ROW Mapping	2 days	Fri 6/23/23	Mon 6/26/23
52		Specs and Estimates	5 days	Fri 6/23/23	Thu 6/29/23
53		3rd submittal City	15 days	Fri 6/30/23	Fri 7/21/23
54		3rd submittal Flood Control	15 days	Fri 6/30/23	Fri 7/21/23
55		**Bid Phase**	**30 days**	**Mon 7/24/23**	**Fri 9/1/23**
56		RFI's	30 days	Mon 7/24/23	Fri 9/1/23

EXHIBIT "C"

Fee Schedule

TASK DESCRIPTION	Technical Support	Project Manager	Project Engineer	Design Engineer	Designer	Survey Manager	Mapping Manager	2-Man Survey Crew	Planning Director	Senior Planner	Associate Planner	Gis Specialist	Sr. Biologist	Project Analyst	TOTAL Hours	Flat Fee	TOTAL
	$210.00	$165.00	$155.00	$125.00	$120.00	$210.00	$165.00	$226.00	$210.00	$165.00	$116.00	$116.00	$140.00	$102.00			
A. Project Management																	
Kickoff Meeting	1	2	1						1						5		905.00
Kickoff Meeting TES															0	530.00	530.00
Project Administration		6	6											10	22		2,940.00
Project Meetings		3	3												6	850.00	1,810.00
Agency Coordination		5	5											6	16		2,212.00
Subtotal	**1**	**16**	**15**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**16**	**49**	**1,380.00**	**8,397.00**
B. AGENCY AND UTILITY COORDINATION																	
Utility and As-built Research, Mapping and Coordination	6	12	24		24		18								84	105.00	12,915.00
Subtotal	**6**	**12**	**24**		**24**		**18**								**84**	**105.00**	**12,915.00**
C. PRELIMINARY ENGINEERING																	
Design Survey						12		24							36		7,944.00
Preliminary Title Report Review							14								14		2,310.00
Research and Base Mapping							16								16		2,640.00
Legal Description and Plat for ROW							23								23		3,795.00
Design Review Field Meeting	2	4	2											2	10	1,480.00	3,074.00
Subtotal	**2**	**4**	**2**			**12**	**53**	**24**						**2**	**99**	**1,480.00**	**19,763.00**
D. ENVIRONMENTAL TECHNICAL STUDIES																	
Task 1. Project Initiation/Description									1	5					6		1,035.00
Task 2. Applicant Prepared Technical															0		-
Geotechnical Investigation (LOR)		3													3	27,186.50	27,681.50
Cultural and Paleontological															0	12,567.50	12,567.50
Air Quality /GHG Impact Analysis(Urban)															0	8,470.00	8,470.00
Construction Noise Assessment(Urban)															0	5,940.00	5,940.00
Biological Resources Evaluation													56		56		7,840.00
Task 3. Prepare Draft IS/MND, or									10	36		8			54		8,968.00
Prepare Draft IS/MND, or MND,MMRP									2	12	32				46		6,112.00
Prepare Public Draft IS/MND, or									2	10	14				26		3,694.00
Task 4. Prepare Responses to Comments									1	2					3		540.00
Task 5. Meeting and Coordination									8		12				20		3,072.00
Subtotal		**3**							**24**	**65**	**58**	**8**	**56**		**214**	**54,164.00**	**85,920.00**
E. FINAL ENGINEERING																	
PS&E																	
60% Submittal Documents																	
Street Improvement Plan	2	10	38	18	18										86		12,370.00
Channel Improvement Plan	2	8	48	22	22										102	14,100.00	28,670.00
Water Improvement Plan		4	18	12	12										46		6,390.00
Traffic Signal Modification Plan(TES)															0	920.00	920.00
Cost Estimate		2	2	4											8	265.00	1,405.00
Specifications		4	8												12	425.00	2,325.00
90% Submittal Documents																	
Street Improvement Plan	1	4	26	8	8										47		6,860.00
Channel Improvement Plan	1	5	20	12	12										50	7,050.00	14,125.00
Water Improvement Plan		2	9	6	6										23		3,195.00
Traffic Signal Modification Plan															0	550.00	550.00
Cost Estimate		1		4											5	265.00	930.00
Specifications		4	8												12	370.00	2,270.00
100% Submittal Documents																	
Street Improvement Plan		2	8	6											16		2,320.00
Channel Improvement Plan		2	7	4	4										17	2,350.00	4,745.00
Water Improvement Plan		1	4	4											9		1,285.00
Traffic Signal Modification Plan															0	370.00	370.00
Cost Estimate		2		4											6	132.50	962.50
Specifications		4	8												12	132.50	2,032.50
Subtotal	**6**	**55**	**204**	**104**	**82**										**451**	**26,930.00**	**91,725.00**
I. Bid Phase Support(CASC andTES)																	
RFI's-CASC		2	6												8		1,260.00
RFI's-TES															0	690.00	690.00
RFI-Rich Herman Structural															0	850.00	850.00
Subtotal		**2**	**6**												**8**	**1,540.00**	**2,800.00**
J. Construction Phase Support(CASC and TES)																	
RFI's-CASC		5	10												15		2,375.00
Submittals CASC		5	10												15		2,375.00
RFI's-TES															0	370.00	370.00
RFI's-Submittals Herman Structural															0	850.00	850.00
Subtotal		**10**	**20**												**30**	**1,220.00**	**5,970.00**
Record Drawings																	
CASC		1			8										9		1,125.00
TES															0	475.00	475.00
Rich Herman Structural															0	840.00	840.00
Subtotal		**1**			**8**										**9**	**1,315.00**	**2,440.00**
K. Expenses																	
Expenses															0	2,000.00	2,000.00
Subtotal																**2,000.00**	**2,000.00**
TOTAL	***15***	***103***	***271***	***104***	***114***	***12***	***71***	***24***	***25***	***65***	***58***	***8***	***56***	***18***	***944***	***90,134***	***$231,930.00***

EXHIBIT "D"
LOCATION MAP

EXHIBIT "E"
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.

CASC Engineering and Consulting, Inc.

By: _____ Date: 10/13/22
Richard J. Sidor, President

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for engineering services related to the California Street and Redlands Boulevard Intersection Widening Project dated November 1, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and CASC Engineering and Consulting, Inc., a California corporation ("Consultant"), is made and entered into this 19th day of December 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically amending Article 4.2 of the Agreement to extend the date for termination of the Services to August 31, 2024;

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

AGREEMENT

Section 1. Section 4.2 of Agreement, entitled "Performance of Services" is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by August 31, 2024, unless the Services are terminated earlier as provided for herein."

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of December 19, 2023.

CITY OF REDLANDS

Eddie Tejeda, Mayor

CASC Engineering and Consulting, Inc.

By: _____
Richard J. Sidor, President

ATTEST:

Jeanne Donaldson, City Clerk

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for Engineering services related to the California Street and Redlands Boulevard Intersection Widening Project dated November 1, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and CASC Engineering and Consulting, Inc., a California corporation ("Consultant"), is made and entered into this 6th day of February 2024.

RECITALS

WHEREAS it is the desire of the City and Consultant to Article 2.1 of their existing Agreement, specifically described in Exhibit "A," "Scope of Services" to include an amended "Scope of Services," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 4.1 of their existing Agreement, specifically described in Exhibit "B," "Project Schedule" to include an amended "Project Schedule," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 4.2 of their existing Agreement to extend contract until December 31, 2024, and

WHEREAS, it is the desire of the City and consultant to amend Article 5.1 of their existing Agreement, specifically described in Exhibit "C," "Fee Schedule" to include an amended "Fee Schedule," which is attached hereto by reference, and

WHEREAS, it is the desire of the City and Consultant to amend Article 5.1 of their existing Agreement to increase Consultant's present total compensation of three hundred ninety-four thousand three hundred forty-five dollars ($394,345).

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

AGREEMENT

Section 1. The scope of work performed by Consultant pursuant to Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended and replaced by an amended Exhibit "A," which is attached hereto and incorporated herein by this reference as Attachment 1.

Section 2. The project schedule set forth in Exhibit "B" of the Agreement, entitled "Project Schedule," is hereby amended and replaced by an amended Exhibit "B", which is attached hereto and incorporated herein by this reference as Attachment 2.

Section 3. The fee schedule set forth in Exhibit "C" of the Agreement, entitled "Fee Schedule," is hereby amended and replaced by an amended Exhibit "C", which is attached hereto and incorporated herein by this reference as Attachment 3.

Section 4. Subsection 4.2 of Article 4 of the Agreement, titled "Performance of Services" is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by December 31, 2024, unless the Services are terminated earlier as provided for herein."

Section 5. Subsection 5.1 of Article 5 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of three hundred ninety-four thousand three hundred forty-five dollars ($394,345). City shall pay Consultant in accordance with Exhibit "C," titled "Fee Proposal," which is attached hereto and incorporated herein by this reference."

Section 6. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of February 6, 2024.

CITY OF REDLANDS

Eddie Tejeda, Mayor

CASC Engineering and Consulting, Inc.

By: _____
Richard J. Sidor, President

ATTEST:

Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "A"

SCOPE OF SERVICES

The consultant will develop plans, specifications, and estimates (PS&E) adhering to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and San Bernardino County Flood Control District (SBCFCD) Standard Specifications. Please review the project carefully and submit your proposal in accordance with the instructions provided in the Request for Proposals (RFP). The as-built plans for the 2017 previously completed "California Street/Redlands Intersection Improvement Project" has been attached to be used as an example only.

The scope of work that follows is intended as a guide only. The proposer is advised to add any critical tasks or elements which may have been overlooked, or delete any extraneous tasks deemed not necessary to the success of the project:

A. Project Coordination:

Consultant shall include Project Management as one of the work tasks. The Consultant shall act as a manager of the Consultant's team, including any Subconsultants. The Consultant shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and on budget and ensure timely completion of the project. Consultant shall give prior notice to the City, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

a. Hold a design kick-off meeting with City representatives to review the project in detail, design requirements, schedule, potential concerns and cost limitations.
b. Maintain continuous communication with the City, including meetings to review the preliminary plan and project status at 60%, and 90% completion.
c. Provide agendas for each project status meeting including items for discussion and meeting minutes listing action items.
d. Provide an updated project schedule at each progress meeting.
e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties within the critical path.
f. Provide a presentation to City Council and additional committees as requested by City staff.

B. Agency and Utility Coordination:

a. Coordinate with utility companies within the project limits as necessary.
b. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities around the project.
c. Coordinate with utility companies to upgrade facilities, as needed.
d. Review utility information to determine the impact of the project on the various utilities, including contacting each affected utility company to determine facilities that may interfere with proposed construction.
e. Maintain a utility matrix documenting contacts, issues, etc. with utility companies.
f. Deliverables:
   - Digital submission of utility matrix.

C. Preliminary Engineering:

a. Design Survey

i. Perform research for survey information.

ii. Perform survey and conduct data collection.

iii. Obtain topographic feature locations for a complete and accurate representation of existing conditions within the public right-of-way.

iv. Obtain complete record drawings and other documents to show location of all utilities, location and dimensions of all sidewalks and driveways, location of all trees and landscaping which may be affected by the improvements; and

v. The survey and datum will be tied into the state plane coordinate system and City benchmark.

vi. Review and analyze existing conditions.

b. Additional Design Survey

i. CASC will provide a design survey of the area outlined in red on Figure 1 located below. This will include establishment of horizontal and vertical survey control for the complete length of the project. The basis of bearings will be referenced to the California Coordinate System of 1983, and the elevations will be referenced to the nearest City or County Benchmarks. CASC will provide spot elevations at a minimum of a 50' x 50' grid and locate all existing physical features. Physical features shall include but are not limited to curbs, flow-lines, centerlines, grade breaks, low points, angle points, spandrels, pavement striping, surface utilities, structures, walls, trees, poles, catch basins, signs, manhole lids, and irrigation boxes. CASC will extend the design survey previously performed and obtain invert information as requested on figure 2 below. Survey data will be compiled into a CAD base map with a 3D surface and one-foot contours generated. CAD base map provided by CASC will be in model space, will not include an exhibit with sheets and points scaled to size.

Figure 1

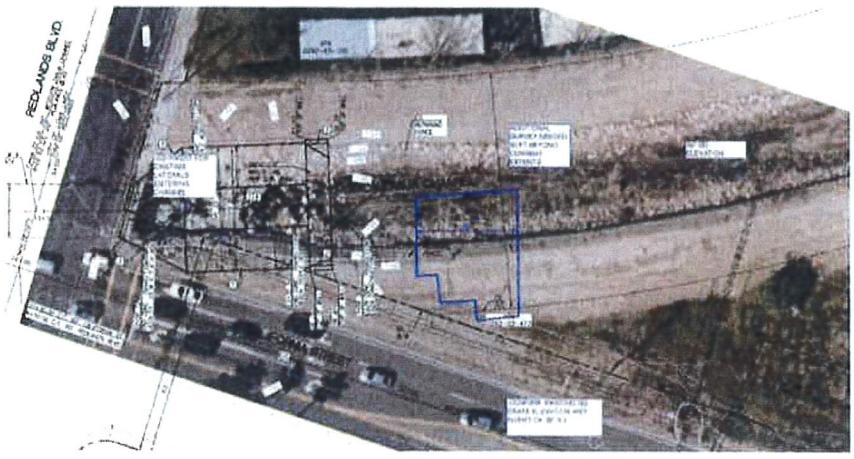


Figure 2

c. Field Review
   i. Research and review base data documents including as-built improvement plans, utility information and other available record data; and
   ii. Conduct a design review field meeting with City staff at 60% design completion to evaluate design recommendations against existing conditions.
   iii. Field Review Deliverables:
      - Minutes of design review field meeting.

The Consultant shall take the leadership role in all steps required for the approval of the Environmental Documents, include spearheading timely approvals from Army Corps of Engineers, California Department of Fish and Wildlife, SBCFCD, California State Water Resources Control Board, etc. Consultant will be the sole entity to perform research, surveys, studies, graphics, and coordination with the appropriate entitles and agencies, and shall not expect or rely on City staff to perform this work or to supplement the Consultant's work.

d. The consultant shall determine whether environmental work anticipated with this project is required or whether CEQA Categorical Exemption Section 15301 (c) applies to this project.
e. Environmental surveys, technical studies, public meetings. Consultant to prepare considering the Project needs.
f. Environmental Documents: Prepare and process the appropriate environmental documents for approval by the City and appropriate entities respectively. Environmental mitigation. plans and agreements.
g. Consultant prepares with applicable resource agencies and process approvals of the plans through regulatory agencies.
h. TRANSPORTATION PROJECT BMP DOCUMENT (TPBD) - If it is determined that Transportation Project BMP Document is required, the Consultant will prepare the TPBD in accordance with the requirements set forth in the Guidance. The TPBD will generally follow the template structure included in the Guidance. The Template includes constraints analysis that may produce the conclusion that none of the listed BMPs in the Guidance are feasible. If a BMP is feasible, the Consultant will incorporate them into the design to meet the Maximum Extent Practicable (MEP)

standard based on the site-specific constraints for the project: The proposed project is in an area that is required to address Hydrologic Conditions of Concern (HCOC) as defined in the Guidance. The HCOC analysis and the design of appropriate Best Management Practices (BMPs) to address HCOC will be part of the TPBD if necessary. At least three submittals will be required regardless of BMP feasibility. Consultant will provide an electronic copy of the TPBD for submittal with project plans. Consultant will then revise the TPBD to incorporate comments within the scope of services and provide revised electronic copies for each subsequent submittal for review and acceptance.

i. REVISION TO JURSIDICTIONAL DELINEATION As the Project footprint has expanded to include the area south of Redlands Boulevard within Mission Zanja Creek, the jurisdictional limits of this reach of the creek will need to be delineated. To identify potential jurisdictional features, a three-parameter delineation will be conducted according to the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region and the 1987 Corps Wetland Delineation Manual. The biologists will delineate the jurisdictional limits of non-wetland waters of the United States following the procedures set forth in 33 Code of Federal Regulations 328.3(e). CASC anticipates that a routine delineation (as defined by the United States Army Corps of Engineers [USACE]), which is tailored to the site characteristics, will be adequate. The delineation will consider any additional information needs based on the State's Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State as administered by the Regional Water Quality Control Board (RWQCB). Further, the extent of any streambed and associated riparian areas subject to review by the California Department of Fish and Wildlife (CDFW) under Section 1602 of the California Fish and Game Code will be determined. One site visit will be performed to obtain data and record on-site conditions. Results of the draft jurisdictional delineation will require verification and approval by the USACE, the RWQCB, and the CDFW.
   i. Deliverable: Consultant previously provided the City with a Jurisdictional Delineation Report (dated August 2023) for the reach of the Creek that is north of Redlands Boulevard. Consultant will amend the August 2023 report to include the results of these field studies, update all geospatial data, and figures in an amended Jurisdictional Delineation Report. The report will be suitable for submittal to the involved agencies for purposes of jurisdictional delineation approval, permit applications, and for inclusion as a technical appendix. The report will identify and quantify jurisdictional areas and features, including a breakdown of wetlands and non-wetland waters of the United States, waters of the State, and CDFW jurisdictional areas. The report will also identify features as earthen or concrete. An estimate of permanent and temporary impacts (as well as earthen versus concrete) resulting from the discharge of fill material into jurisdictional areas will not be included in this delineation report but will be provided upon request. Upon receipt of comments from the resource agencies, Consultant will revise the draft report and submit a final report. This task includes responses to one round of consolidated comments. Should project plans and/or the project description change after the impact analysis has been

conducted, and/or if additional rounds of comments and/or additional coordination is required, a budget augment will be necessary to complete the additional work.

j. Additional Biological permitting services - Consultant will prepare permit applications accordingly. Changes to Project design during or after preparation of the package may necessitate a budget augment. Each application packet will be reviewed with the Project team prior to submittal to the respective agencies. Any additional coordination and requests by agencies for additional information not available to Consultant prior to submittal may necessitate a budget augment. Consultant anticipates up to three correspondence efforts with the agencies for this scope of work. Consultant assumes the Project will only require a nationwide permit and not an individual permit (which would require more environmental and an alternatives analysis).

k. Consultant will update the Initial Study according to the revisions to the Project. This includes updating the Project Description, text, tables, and exhibits. If additional revisions are requested outside of this service, they will be provided under separate authorization.

l. Based on the proposed revisions to the Project, Consultant will update applicable technical studies (Geotechnical, Cultural, Paleontological, Air Quality, GHG, Construction Noise, and Biological) accordingly. This includes updates to the Project Description, text, tables, and exhibits. If the proposed changes require updates to the analyses, services will be provided under separate authorization.

D. Final Engineering:

Plans, specifications, and estimates shall be provided at levels of completion of approximately 60%, 90%, and 100% (Mylar). The City will provide review comments at the concept, 60% and 90% design stage. It is expected that 100% plans will be complete.

Plans shall conform to the requirements of the City of Redlands, the General Plan, the current Standard Specifications for Public Works Construction (Greenbook), Caltrans Standard Specifications, and County of San Bernardino Flood Control District (SBCFCD) Standard Specifications. and shall be prepared utilizing AutoCAD software. All work identified herein shall be approved by a Professional Engineer registered within the State of California.

Project plans shall include, but are not limited, to the following:

i. Title and construction detail sheets;
ii. Civil design plans. Plans shall include removals, existing and proposed improvements, utility base mapping, etc. Where necessary, the plans shall define limits of repairs to pavement, curb, gutter, sidewalk, ADA upgrades, etc. The plans shall be at a horizontal scale of 1"=20' or 1"=40' where appropriate;
iii. Signing and striping plans at a horizontal scale of 1"=40'. Signing and striping plans shall be prepared and meet criteria established in the MUTCD, latest

edition;

iv. Submit 60% and 90% completion plans for City's review and comments. Revise plans based on City comments; and

v. Submit 100% plans (mylars) and project specifications.

vi. Revisions to Final Engineering – Update drawings to extend the proposed triple RCP upstream to meet the existing triple RCB under California Street. These revisions will include the following:

- Removal of approximately 92 linear feet of existing 7.6'Hx25'W RCB.
- Removal of the existing upstream pcc transition structure.
- Install approximately 145 additional linear feet of new 11'Hx18'W triple RCB with connection to existing triple RCB.
- Provide existing storm drain lateral connections to new triple RCB.

In performing said service, the consultant shall use, whenever possible, the boilerplate specifications prepared and approved by the City. All drawings and specifications shall be adequate and sufficient for the City to solicit bids for the award of the construction contract for said work.

i. Deliverables:

- Two sets of full size plan submittals at 60% and 90% completion milestones;
- One full size Mylar set of 100% drawings; and
- DVD containing bid package in PDF, AutoCAD and Microsoft Word.

E. Cost Estimates:

Prepare quantity calculations and final construction cost estimates in accordance with City requirements to meet established project budget.

i. Deliverables:

- Cost estimate at Concept, 60%, 90% and 100% design; and
- Electronic files of 100% cost estimates.

F. Specifications:

Prepare Technical Specifications to be used in conjunction with the City boilerplate specifications. Preparation of all required Federal/State documents to be included in the specifications.

i. Deliverables:

- Specifications at the 60%, 90% and 100% completion milestones; and
- Electronic files of 100% specifications.

G. Project Advertisement Services:

Consultant shall provide support during bidding. Work includes, but is not limited to, the following:

i. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses. All communication shall be directed to the City for issuance to the bidders, at no time shall the consultant respond directly to bidders; and

ii. Prepare addenda as necessary with coordination and issuance by the City.

iii. Deliverables:

- Tabulated Response to RFIs & Addendums, as necessary.

H. Construction Support Services:

Consultant shall provide support during construction. Work includes, but is not limited to, the following:

i. Provide response to contractor's requests for information (RFI) regarding the project forwarded to the consultant by the City. This task includes conferring with the City's Construction Manager regarding the RFI, as appropriate. All communication shall be directed to the City for issuance to the Contractor, at no time shall the Consultant respond directly to Contractor;
ii. Review and approve shop drawings; and
iii. Regularly scheduled construction observation is specifically excluded from this scope of work.

I. Prepare Record Drawings (As-built):

Within sixty days following the completion and acceptance of the project, furnish City with a complete set of revised original tracings showing as-built conditions. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Consultant assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor.

i. Deliverables

a. Furnish a complete set of revised original record drawings.

b. Revise record drawings based on the revised design scope. These revisions will be limited to the sewer main re-alignment at the intersection of California Street and Redlands Blvd.

ATTACHMENT 2

EXHIBIT "B"
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1		"Re-start" Kickoff Meeting	1 day	Mon 11/27/23	Mon 11/27/23
2		Additional Design Survey	10 days	Tue 11/28/23	Mon 12/11/23
3		PTR	4 days	Tue 11/28/23	Fri 12/1/23
4		Additional Research and Base Mapping	4 days	Tue 12/12/23	Fri 12/15/23
5		Project Initiation/Description	10 days	Tue 1/23/24	Mon 2/5/24
6		City Review Project Description	5 days	Tue 2/6/24	Mon 2/12/24
7		**Technical Studies**	**24 days**	**Mon 10/3/22**	**Thu 11/3/22**
8		Biological Evaluation	24 days	Mon 10/3/22	Thu 11/3/22
9		**Draft IS/MND**	**106 days**	**Mon 10/3/22**	**Thu 3/9/23**
10		Prepare Admin. IS/MND	10 days	Mon 10/3/22	Fri 10/14/22
11		City Review	15 days	Mon 10/17/22	Fri 11/4/22
12		Prepare Draft IS/MND	5 days	Mon 11/7/22	Fri 11/11/22
13		City Review	10 days	Mon 11/14/22	Tue 11/29/22
14		Circulate Draft IS/MND	30 days	Mon 11/7/22	Tue 12/20/22
15		IS/MNDResponse to Comments	5 days	Wed 12/21/22	Wed 1/4/23
16		City Review Response to IS/MND comments	10 days	Thu 1/5/23	Wed 1/18/23
17		Planning Commission	10 days	Thu 1/19/23	Wed 2/1/23
18		City Council	26 days	Thu 2/2/23	Thu 3/9/23
19		**Final Engineering**	**160 days**	**Mon 12/18/23**	**Fri 7/26/24**
20		**Revised 60% Submittal**	**71 days**	**Mon 12/18/23**	**Mon 3/25/24**
21		Street Improvement Plan	21 days	Mon 12/18/23	Mon 1/15/24
22		Channel Improvement Plan	25 days	Tue 1/2/24	Mon 2/5/24
23		Water Improvement Plan	3 days	Tue 2/6/24	Thu 2/8/24
24		Traffic Signal Modification	10 days	Tue 2/6/24	Mon 2/19/24
25		Utility Relocation Coordination	7 days	Tue 2/6/24	Wed 2/14/24
26		ROW Mapping	4 days	Tue 2/6/24	Fri 2/9/24
27		Specs and Estimates	5 days	Tue 2/20/24	Mon 2/26/24
28		1st submittal City	20 days	Tue 2/27/24	Mon 3/25/24
29		1st submittal Flood Control	20 days	Tue 2/27/24	Mon 3/25/24
30		**90% Submittal**	**56 days**	**Mon 4/1/24**	**Mon 6/17/24**
31		Street Improvement Plan	12 days	Mon 4/1/24	Tue 4/16/24
32		Channel Improvement Plan	13 days	Wed 4/17/24	Fri 5/3/24
33		Water Improvement Plan	6 days	Mon 5/6/24	Mon 5/13/24
34		Traffic Signal Modification	5 days	Wed 4/17/24	Tue 4/23/24
35		Utility Relocation Coordination	7 days	Tue 5/14/24	Wed 5/22/24
36		ROW Mapping	2 days	Tue 5/14/24	Wed 5/15/24
37		Specs and Estimates	5 days	Tue 5/14/24	Mon 5/20/24
38		2nd submittal City	20 days	Tue 5/21/24	Mon 6/17/24
39		2nd submittal Flood Control	20 days	Tue 5/21/24	Mon 6/17/24
40		**100% Submittal**	**29 days**	**Tue 6/18/24**	**Fri 7/26/24**
41		Street Improvement Plan	5 days	Tue 6/18/24	Mon 6/24/24
42		Channel Improvement Plan	5 days	Tue 6/18/24	Mon 6/24/24
43		Water Improvement Plan	5 days	Tue 6/18/24	Mon 6/24/24
44		Traffic Signal Modification	5 days	Tue 6/18/24	Mon 6/24/24
45		Utility Relocation Coordination	7 days	Tue 6/25/24	Wed 7/3/24
46		ROW Mapping	2 days	Tue 6/25/24	Wed 6/26/24
47		Specs and Estimates	5 days	Tue 6/25/24	Mon 7/1/24
48		3rd submittal City	15 days	Tue 7/2/24	Mon 7/22/24
49		3rd submittal Flood Control	15 days	Tue 7/2/24	Mon 7/22/24
50		**Bid Phase**	**30 days**	**Mon 7/22/24**	**Fri 8/30/24**
51		RFI's	30 days	Mon 7/22/24	Fri 8/30/24

ATTACHMENT 3

EXHIBIT "C"
Fee Schedule

TASK DESCRIPTION	TOTAL Hours	Flat Fee	TOTAL	Additional Cost	Grand Total
A. Project Management					
Kickoff Meeting	5		905.00		905.00
Kickoff Meeting TES	0	530.00	530.00		530.00
Project Administration	22		2,940.00		2,940.00
Project Meetings	6	850.00	1,810.00	1,800.00	3,610.00
Agency Coordination	16		2,212.00	3,000.00	5,212.00
Subtotal	49	1,380.00	8,397.00	4,800.00	13,197.00
B. AGENCY AND UTILITY COORDINATION					
Utility and As built Research, Mapping and Coordination	84	105.00	12,915.00		12,915.00
Subtotal	84	105.00	12,915.00		12,915.00
C. PRELIMINARY ENGINEERING					
Design Survey	36		7,944.00	7,500.00	15,444.00
Preliminary Title Report Review	14		2,310.00		2,310.00
Research and Base Mapping	16		2,640.00		2,640.00
Legal Description and Plat for ROW	23		3,795.00		3,795.00
Design Review Field Meeting	10	1,480.00	3,074.00		3,074.00
Subtotal	99	1,480.00	19,763.00	7,500.00	27,263.00
D. ENVIRONMENTAL TECHNICAL STUDIES					
Task 1. Project Initiation/Description	6		1,035.00		1,035.00
Task 2. Applicant Prepared Technical Studies	0		-		-
Geotechnical Investigation (LOR)	3	27,186.50	27,681.50	3,000.00	30,681.50
Cultural and Paleontological Resources(Duke)	0	12,567.50	12,567.50	3,000.00	15,567.50
Air Quality /GHG Impact Analysis(Urban)	0	8,470.00	8,470.00	3,000.00	11,470.00
Construction Noise Assessment(Urban)	0	5,940.00	5,940.00	3,000.00	8,940.00
Biological Resources Evaluation	56		7,840.00	3,000.00	10,840.00
Task 3. Prepare Draft IS/MND, or MND,MMRP	54		8,968.00	3,500.00	12,468.00
Prepare Draft IS/MND, or MND,MMRP	46		6,112.00		6,112.00
Prepare Public Draft IS/MND, or MND,MMRP	26		3,694.00		3,694.00
Task 4. Prepare Responses to Comments	3		540.00		540.00
Task 5. Meeting and Coordination	20		3,072.00		3,072.00
Transportation Project IMP Document (TPRO)				10,000.00	10,000.00
Additional Biological Permitting Services				22,000.00	22,000.00
Revision to Jurisdictional Delineation				19,000.00	19,000.00
Subtotal	214	54,164.00	85,920.00	69,500.00	155,420.00
E. FINAL ENGINEERING					
PS&E					
60% Submittal Documents					
Street Improvement Plan	86		12,370.00	2,970.00	15,340.00
Signing & Striping Plan				7,410.00	7,410.00
Channel Improvement Plan	102	14,100.00	28,670.00	13,315.00	41,985.00
Sewer Improvement Plan As-Built Revisions				2,230.00	2,230.00
Water Improvement Plan	46		6,390.00		6,390.00
Traffic Signal Modification Plan(TES)	0	920.00	920.00	8,020.00	8,940.00
Cost Estimate	8	265.00	1,405.00	445.00	1,850.00
Specifications	12	425.00	2,325.00	320.00	2,645.00
90% Submittal Documents					
Street Improvement Plan	47		6,860.00	4,230.00	11,090.00
Signing & Striping Plan				4,690.00	4,690.00
Channel Improvement Plan	50	7,050.00	14,125.00	10,095.00	24,220.00
Sewer Improvement Plan As-Built Revisions				1,930.00	1,930.00
Water Improvement Plan	21		3,195.00	2,085.00	5,280.00
Traffic Signal Modification Plan	0	550.00	550.00	1,235.00	1,785.00
Cost Estimate	5	265.00	930.00	665.00	1,595.00
Specifications	12	370.00	2,270.00	485.00	2,755.00
100% Submittal Documents					
Street Improvement Plan	16		2,370.00	725.00	3,045.00
Signing & Striping Plan				2,730.00	2,730.00
Channel Improvement Plan	17	2,350.00	4,745.00	2,620.00	7,365.00
Sewer Improvement Plan As-Built Revisions				965.00	965.00
Water Improvement Plan	9		1,285.00	445.00	1,730.00
Traffic Signal Modification Plan	0	370.00	370.00	770.00	1,140.00
Cost Estimate	6	132.50	982.50	290.00	1,252.50
Specifications	12	132.50	2,032.50	475.00	2,507.50
Subtotal	451	26,930.00	91,725.00	71,145.00	162,870.00
I. Bid Phase Support(CASC andTES)					
RFI's-CASC	8		1,760.00	1,760.00	2,570.00
RFI's-TES	0	690.00	690.00	180.00	870.00
RFI Rich Herman Structural	0	850.00	850.00	-	850.00
Subtotal	8	1,540.00	2,800.00	1,440.00	4,240.00
J. Construction Phase Support(CASC and TES)					
RFI's-CASC	15		2,375.00	2,375.00	4,750.00
Submittals CASC	15		2,375.00	2,375.00	4,750.00
RFI's-TES	0	370.00	370.00	1,570.00	1,940.00
RFI's-Submittals Herman Structural	0	850.00	850.00	-	850.00
Subtotal	30	1,220.00	5,970.00	6,320.00	12,290.00
Record Drawings					
CASC	9		1,125.00	645.00	1,770.00
TES	0	475.00	475.00	1,065.00	1,540.00
Rich Herman Structural	0	840.00	840.00	-	840.00
Subtotal	9	1,315.00	2,440.00	1,710.00	4,150.00
K. Expenses					
Expenses	0	2,000.00	2,000.00		2,000.00
Subtotal		2,000.00	2,000.00		2,000.00
TOTAL	944	90,134	$231,930.00	$162,415.00	$394,345.00

City Council Meeting **K. 17.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve purchase of four (4) chemical fume hoods with cabinets and one (1) sample refrigerator unit from Thomas Scientific, LLC, for a total purchase price of $85,673.25, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine that purchasing four (4) laboratory fume hoods with cabinets and one (1) sample refrigerator is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and,
2. I move City Council approval to purchase four (4) laboratory fume hoods with cabinets and one (1) sample refrigerator from Thomas Scientific, LLC for a total purchase price of $85,673.25.

RECOMMENDATION:

Staff recommends that City Council determine that purchasing four (4) laboratory fume hoods with cabinets and one (1) sample refrigerator is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends City Council approval to purchase four (4) laboratory fume hoods with cabinets and one (1) sample refrigerator unit from Thomas Scientific, LLC, for a total purchase price of $85,673.25.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) is finalizing an engineering design project to expand and renovate the Joint Utilities Laboratory (JUL) facility. The project will modernize outdated infrastructure and provide additional space necessary to provide additional sample testing and analysis required by regulatory agencies. The project construction phase is anticipated to begin in FY 25/26.

In preparation for the expanded facility, MUED staff recommends purchasing four (4) chemical fume hoods with cabinets to replace two (2) chemical fume hoods that have been in service since 1988 and 2000 respectively. This purchase will also double the number of chemical fume hoods available for use by the MUED Laboratory Analysts. Additionally, MUED staff recommends purchasing one (1) additional sample refrigerator to reduce the risk of compromising water and wastewater samples. MUED staff issued a Request for Bids (RFB) on October 22, 2024, for two (2) fume hoods with cabinets and one (1) sample refrigerator unit. On November 13, 2024, the City Clerk's office received proposals from the following five (5) vendors:

Vendor	Location	Total Bid Amount
Thomas Scientific, LLC	New Jersey	$44,437.20
Core & Main	San Bernardino, CA	$49,231.65
Thermo Fisher Scientific	Hanover Park, IL	$50,359.72
Stay Safe Solution, Inc	McClelland, CA	$55,200.18
Evantec Corporation	Newport Beach, CA	$60,543.75

Staff reviewed the bids and discovered that Thomas Scientific, LLC did not include tax in their total bid, the addition of which increases their total bid price to $48,325.46. This adjustment does not impact the overall bid ranking, and Thomas Scientific, LLC remains the lowest responsive and responsible bidder. The bid notice requested unit pricing for each chemical fume hood and sample refrigerator. The Thomas Scientific, LLC unit pricing is significantly lower than anticipated and staff recommends purchasing four (4) chemical fume hoods, rather than two (2), and one (1) sample refrigerator. Doing so eliminates the need to budget for an additional chemical fume hood purchase in FY 25/26. Staff recommends splitting the total purchase expenditure equally between the Water Service Fund and Wastewater Service Fund. The total purchase price of $85,673.25 for these JUL items is within the approved FY 24/25 MUED budget.

Purchasing the chemical fume hoods and sample refrigerator is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, since it can be seen with

reasonable certainty that doing so will not have a negative effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurerment Manager

PREPARED BY:
Jungjoon Park, Laboratory Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	NO
Amount:	$42,837
Budgeted Y/N:	Yes
Account No.:	501900

Discussion:
Sufficient funding is allocated for this purchase in the FY 24/25 MUED Water Service Account (501900).

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Amount:	$42,837
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

Sufficient funding is allocated for this purchase in the FY 24/25 MUED Wastewater Service Account (521900).

Attachments

Bid Analysis

Updated Quote - Thomas Scientific

City Clerk Bid Opening Report

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

Annual P.O. **Thomas Scientific**

PART 4 PRICE AND FEE BID
BID #20241022-01JP
Joint Utilities Laboratory Equipment-Fume Hoods & Sample Refrigerator

BID DATE: 11/13/24
FISCAL YEAR: 2024/2025

Item No.	Item	Manufacturer	Model Number	QTY	Unit Price	*Extended Price (EST QTY X Unit Price)
1a	Fume Hoods	Labconco	Assorted - see Thomas quote for breakdown	2	$17,171.40	$34,342.80
1b	Fume Hoods Deivery Fees to the specified address.					$0.00
2a	Laboratory Sample Refrigerator	American Biotech Supply	ABT-HC-LP-72-TS	1	$10,094.40	$10,094.40
2b	Laboratory Sample refrigerator Deliver Fee to the specified address					$0.00
					Bid Total	$48,325.46

NOTE: The price is off by $3,888.26 added 8.75% tax to bid total, however, this does not effect the outcome of the bid.

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

PART 4 PRICE AND FEE BID

BID #20241022-01JP

Joint Utilities Laboratory Equipment-Fume Hoods & Sample Refrigerator

Annual P.O. **Core & Main** **BID DATE: 11/13/24** **FISCAL YEAR: 2024/2025**

Item No.	Item	Manufacturer	Model Number	QTY	Unit Price	*Extended Price (EST QTY X Unit Price)
1a	Fume Hoods	Labconco	100600002	2	$12,794.95	$25,589.90
1b	Fume Hoods Deivery Fees to the specified address.					$0.00
2a	Laboratory Sample Refrigerator	Corepoint	GPR723SSG/0	1	$9,573.54	$9,573.54
2b	Laboratory Sample refrigerator Deliver Fee to the specified address					$0.00
					SubTotal	$35,163.44
Item No.	Item	Manufacturer	Model Number	QTY	Unit Price	*Extended Price (EST QTY X Unit Price)
1a	Fume Hoods	Labconco	9902100 9900100	2	$3,131.24 $2,013.89	$5,145.13
1b	Fume Hoods Deivery Fees to the specified address.					$0.00
	TAX					$3,961.17
2a	Laboratory Sample Refrigerator	Labconco	9901100	2	$2,480.95	$4,961.90
2b	Laboratory Sample refrigerator Deliver Fee to the specified address					$0.00
					SubTotal	$14,068.20
					Bid Total	$49,231.64

NOTE: The price is off by one cent (0.01), however, this does not effect the outcome of the bid.

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

PART 4 PRICE AND FEE BID
BID #20241022-01JP
Joint Utilities Laboratory Equipment-Fume Hoods & Sample Refrigerator

Annual P.O. **Thermo Fisher Scientific**

BID DATE: 11/13/24
FISCAL YEAR: 2024/2025

Item No.	Item	Manufacturer	Model Number	QTY	Unit Price	*Extended Price (EST QTY X Unit Price)
1a	Fume Hoods	Labconco		11	Items 1-7 see quote	$37,333.75
1b	Fume Hoods Deivery Fees to the specified address.					$0.00
2a	Laboratory Sample Refrigerator			1	$8,974.03	$8,974.03
2b	Laboratory Sample refrigerator Deliver Fee to the specified address					$0.00
	TAX				$4,051.94	$4,051.94
					Bid Total	$50,359.72

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

PART 4 PRICE AND FEE BID
BID #20241022-01JP
Joint Utilities Laboratory Equipment-Fume Hoods & Sample Refrigerator

Annual P.O. **Stay Safe Solutions, Inc.**

BID DATE: 11/13/24
FISCAL YEAR: 2024/2025

Item No.	Item	Manufacturer	Model Number	QTY	Unit Price	*Extended Price (EST QTY X Unit Price)
1a	Fume Hoods	Labconco	10060110035371	2	$21,700.17	$43,400.34
1b	Fume Hoods Deivery Fees to the specified address.					
2a	Laboratory Sample Refrigerator	WWR Avantor	77574-966	1	$11,799.84	$11,799.84
2b	Laboratory Sample refrigerator Deliver Fee to the specified address					Included
					Bid Total	$55,200.18

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

PART 4 PRICE AND FEE BID
BID #20241022-01JP
Joint Utilities Laboratory Equipment-Fume Hoods & Sample Refrigerator

Annual P.O. **Evantec** **BID DATE: 11/13/24** **FISCAL YEAR: 2024/2025**

Item No.	Item	Manufacturer	Model Number	QTY	Unit Price	*Extended Price (EST QTY X Unit Price)
1a	Fume Hoods	Labconco	10060110035371	2	$24,468.75	$48,937.50
1b	Fume Hoods Deivery Fees to the specified address.					$1,950.00
2a	Laboratory Sample Refrigerator	Lab RepCo	LHU-72-HG	1	$8,156.25	$8,156.25
2b	Laboratory Sample refrigerator Deliver Fee to the specified address					$1,500.00
					Bid Total	$60,543.75

NOTE: The price is off by $3,888.26 added 8.75% tax to bid total, however, this does not effect the outcome of the bid.

Sales Quotation

Quote Number	00211171	Account #	CA449900
Created Date	11/15/2024		
Quote Name	Bid #20241022-01JP City of Redlands		
Custom Reference Number	Bid #20241022-01JP		
Account Name	REDLANDS CITY	Expiration Date	1/13/2025
Ship To Name	REDLANDS CITY	Bill To Name	REDLANDS CITY
		Bill To	35 Cajon St, Ste 200 REDLANDS, CA 92373 United States

Product Code	MFG Code	Line Item Description	Sales Price	Quantity	Pkg Size / UOM	Total Price
special-nhp		10060110035370: 6' Protector Premier Fume Hood, Combination Sash, 115V	$10,144.41	4.00	1/EA	$40,577.64
special-nhp		9500600: SpillStopper Work Surface, 6' w x 30" d, no cutouts	$1,727.53	4.00	1/EA	$6,910.12
special-nhp		9414612: Ceiling Enclosure, 37.7" deep, 6' wide, 3-sided, 18.6 - 24.4" h	$1,145.39	4.00	1/EA	$4,581.56
special-nhp		9903100: 36" Solvent Cabinet with Self-Closing Doors, includes Shelf. Comes with (1) 8" Filler panel to extend the depth of the cabinet to 30".	$2,868.55	2.00	1/EA	$5,737.10
special-nhp		9900100: 36" Standard Base Cabinet. Comes with (1) 8" Filler panel to extend the depth of the cabinet to 30".	$1,361.22	2.00	1/EA	$2,722.44
special-nhp		9901100: 36" Acid Cabinet without Shelf. Comes with (1) 8" Filler panel to extend the depth of the cabinet to 30".	$1,641.72	4.00	1/EA	$6,566.88
special-nhp		3591102: Vent Kit for Acid Storage Cabinet for (2) Acid cabinets	$794.93	2.00	1/EA	$1,589.86
22A00A555	ABT-HC-LP-72-TS	TempLog Premier Glass Door Laboratory Refrigerator 72 Cu. Ft. Capacity	$10,094.40	1.00	1/EA	$10,094.40

Subtotal	$78,780.00
Shipping and Handling	$0.00
Tax	$6,893.25
Total Price	$78,780.00
Grand Total	$85,673.25

Michelle Figarella
Direct Sales Representative
michelle.figarella@thomassci.com

We Believe You Are Important. How Can We Help?

Sales Quotation

Quick and simple Equipment Financing now available at Thomas Scientific! Contact us today to get started!
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Account Payment Terms N45

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In case of discrepancy in prices, unit price will prevail
Prices quoted are firm for 30 days unless otherwise stated
Prices quoted are in US Dollars

IMPORTANT NOTICE

Due to Thomas Scientific's inability to return un-used inventory of certain products to our manufacturing partners, we must require certain limitations when these items are purchased. Transport Media, Swabs, Automation Pipette Tips, PCR Plates, and Personal Protective Equipment are all considered Final Sale, Non-Cancellable, and Non-Returnable products.

RETURN POLICY

All returns must have prior authorization from Thomas Scientific and must be requested within 30 days of delivery. Products returned without prior authorization will be returned freight collect. All products returned are subject to a minimum 20% restocking fee. Customer will be responsible for all transportation fees on returns not due to Thomas Scientific error. Products generally not subject to return include:

- Items not purchased from Thomas Scientific.
- Products not in original packaging, including products with damaged, missing, or defaced labeling and packaging.
- All original manuals, instructions, warnings, and warranties must be included.
- Products must not have been customized, modified or damaged in any way.
- Items purchased on a "special order" basis or discontinued products.
- Chemicals, diagnostics, sterile or controlled products.
- Products which are not inventoried by Thomas Scientific and are not able to be returned to the manufacturer.
- Products with an expired shelf life or short expiration dating less than six (6) months.
- Refrigerated products or other perishables.
- Products that may be identified as high demand due to a pandemic, epidemic or other situations of crisis**

To begin your return process, please complete our Return Authorization Form by visiting www.thomassci.com/returns.

** Please note that in times of crisis or emergencies, demand can significantly exceed supply. This can result in allocations of products by our suppliers and for our customers. As a result, our terms may be amended, such as requiring payment in advance, freight charges and products that are considered Final Sale and/or Non-Returnable and/or Non-Cancellable.

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **13th day of November, 2024 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Joint Utilities Laboratory Equipment -Fume Hoods and Sample Refrigerator. Project No. 520241022-01JP**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Total Bid Amount
1	Thomas Scientific, New Jersey	Yes	$44,437.20
2	Core and Main, San Bernardino, CA	Yes	$49,231.65
3	Thermo Fisher Scientific, Hanover Park, IL	Yes	$50,359.72
4	Stay Safe Solutions, Inc., McClelland, CA	Yes	$55,200.18
5	Evantec Corporation, Newport Beach, CA	Yes	$60,543.75

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: La Wanda Butler; Jung Park

City Council Meeting **K. 18.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services Agreement with AGA Engineers, Inc. to design and provide construction support services for the installation of a new traffic signal at the Church Street/San Bernardino Avenue intersection for an amount not-to-exceed $115,000, and determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a Professional Services Agreement with AGA Engineers, Inc. to engineer and provide construction support services for the installation of a new traffic signal at the Church Street/San Bernardino Avenue intersection is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve a Professional Services Agreement with AGA Engineers, Inc.

RECOMMENDATION:

Staff recommends that City Council determine approval of a Professional Services Agreement with AGA Engineers, Inc. to engineer and provide construction support services for the installation of a new traffic signal at the Church Street/San Bernardino Avenue intersection is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s Guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of a Professional Services Agreement with AGA Engineers, Inc. to engineer and provide construction support services

for the installation of a new traffic signal at the Church Street/San Bernardino Avenue intersection for an amount not-to-exceed $115,000.

DISCUSSION:

In August 2022, Municipal Utilities and Engineering Department (MUED) staff submitted a grant application for funding assistance through the California Department of Transportation (CalTrans) Highway Safety Improvement Program (HSIP) to engineer and install a new traffic signal at the Church Street/San Bernardino intersection (Project). The Project proposes to install a new traffic signal, including left turn phasing and pedestrian controls, at the intersection to improve vehicle and pedestrian safety, and to reduce traffic congestion.

The HSIP manages and distributes state funds to local agencies implementing projects that will reduce fatalities and serious injuries on public streets. HSIP funding may be used for preliminary engineering, rights-of-way acquisition, construction, and construction engineering. In March 2023, MUED staff was notified that the application was selected for HSIP Cycle 11 funding and the Project was awarded $588,240, which requires $65,360 in City matching funds, for a total project cost of $653,600. On July 25, 2024, City Council accepted the HSIP grant.

On August 8, 2024, staff issued a Request for Proposals (RFP) for engineering services to design and provide construction phase support for the Project. On September 4, 2024, staff received proposals from the following four (4) firms:

1. AGA Engineers, Inc, Fullerton, CA
2. KOA Corporation, Ontario, CA
3. TKE Engineering, Inc., Riverside, CA
4. Willdan Engineering, San Bernardino, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code, a selection committee reviewed the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. The selection committee determined that AGA Engineers, Inc. (AGA) is the most qualified consultant to complete the tasks listed in the RFP. AGA has successfully completed projects of similar scope and size for municipalities, agencies, and districts throughout southern California. Staff negotiated a reasonable consultant fee of $115,000 and recommends City Council approval of a Professional Services Agreement with AGA for this amount.

Approval of the Professional Services Agreement with AGA is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act as there is no possibility this action will result in a significant impact on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	Yes
Budgeted Y/N:	Yes
Account No.:	200400; 253400

Discussion:

The Traffic Signals Fund (253400) includes funding for this Project and the Governmental Grant Fund (200400) will be reimbursed by the CalTrans HSIP grant program upon successful completion of the Project.

Attachments

AGA Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Engineering and Design Services for Traffic Signal Installation ("Agreement") is made and entered in this 17th day of December, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and AGA Engineers, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Engineering and Design Services for Traffic Signal Installation services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by March 31, 2026, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Fifteen Thousand Dollars ($115,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	Chalap K. Sadam, President
City of Redlands	AGA Engineers, Inc.
35 Cajon Street	211 Imperial Hwy, Ste 208
P.O. Box 3005 (mailing)	Fullerton, CA 92835
Redlands, CA 92373	Chalap@agaengineersinc.com
jdonaldson@cityofredlands.org	Phone: (714) 992-4592
Phone: (909) 798-7531	Fax: (714) 992-2883

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: _____
Eddie Tejeda, Mayor

AGA ENGINEERS, INC.

By: _____
Chalap K. Sadam, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Task 1 – Project Management

The Consultant shall oversee the work tasks to ensure timely delivery of all deliverables. The Consultant shall keep the City's Project Manager informed of progress with regular monthly meetings in person, via Zoom/Microsoft Teams, telephone and/or e-mail. For each of these meetings, the Consultant shall distribute the agendas prior to the meetings and prepare meeting minutes.

Several meetings are anticipated throughout the duration of the project. The first meeting shall be a project kick-off meeting where the Consultant shall gather relevant roadway plans, street lighting plans, utility plans, substructure, and right-of-way information. In addition, the Consultant shall discuss the operational history of the intersection with City staff and discuss the project goals and objectives. The Consultant shall outline the particulars and unique characteristics of the proposed traffic signal design from both a technical and operational perspective and be prepared to answer design and operational questions from the City. At this meeting, the Consultant shall identify roles and responsibilities for each of the key members and shall discuss scope and schedule with City staff before proceeding with the traffic signal plan design.

Subsequent meetings shall be held after each of the plan check submittals including the 60% preliminary plans, the 90% plans and specifications submittal, and the 100% Plans and Specifications submittal to discuss the City's review comments and how each will be addressed.

The Consultant shall conduct Quality Assurance/Quality Control (QA/QC) and review work products prior to finalization and submittals

Task 2 – Agency and Utility Coordination

As part of this task, the Consultant shall prepare a base plan which shall be sent to the utility companies and Southern California Edison (SCE) to verify the location of all existing utility lines. Due to the long lead times in obtaining SCE drawings relative to new electrical service points, the Consultant shall begin coordination with SCE at the onset of the project. The Consultant shall coordinate a meeting with the SCE service planner during the field review and submit the necessary Customer/Project Information Sheet, Design Option Letter, and any additional documents required by SCE to begin the process of obtaining the necessary drawings. The purpose of the initial field meeting with the SCE service planner is to obtain a preliminary understanding of the necessary improvements required by SCE which will allow the Consultant to accurately depict the proposed SCE improvements on the traffic signal plan, while waiting for the final SCE drawing. A utility matrix shall be maintained by the Consultant documenting responses from the utility companies, contact information, and any issues with conflicting utilities. All underground and overhead utility lines shall be illustrated on the plans, based on responses from utility companies and observations in the field.

Before proceeding with the final traffic signal design plan, the Consultant shall conduct potholing which will determine if any utility conflicts exist where the new traffic signal poles are being proposed. As such, the Consultant shall utilize the services of a subconsultant to perform the necessary potholing. A budget allocation for a total of eight (8) potholes shall be included in the scope of work. As part of this task, the Consultant shall be present in the field with City signal maintenance staff and subconsultant to spot the pole locations for potholing. The Consultant shall be available to discuss and modify the locations of the potholes based on USA markings.

Task 3 – Preliminary Design/Engineering

Design Survey

A field review and topographic survey shall be conducted to prepare a base plan and properly design the necessary curb ramps to meet current ADA requirements and path of travel to conform to Caltrans Standard Plans and City regulations. The Consultant shall utilize the services of a subconsultant to perform the necessary surveying and design of new curb ramps at the project intersection. The subconsultant shall perform the following tasks:

1. Conduct research data collection and survey information.

2. Perform topographic surveys as necessary to design the intended improvements. The subconsultant shall establish horizontal and vertical ground control necessary to produce a 1”=20’ scale digital topographic map.

3. Establish existing and proposed controls including centerline, street geometrics, and right-of-way throughout the project limits. The survey and datum shall be tied into the horizontal datum NAD83 (state plane coordinate system zone 6) and City benchmark vertical datum NAVD88.

4. Prepare and provide a digital topographic map showing detailed survey at 1”=20’ scale using AutoCAD on 22” X 34” sheets. The map shall show all existing conditions, identify all features including BCR, ECR, flowlines, centerlines, angle points, top of curb, spandrels, pavement striping, utilities, structures, walls, trees and landscape, underground and surface utilities, poles, hydrants, catch basins, signs, valves, manholes.

Field Review

In addition to the field review, the Consultant shall review any existing as-built plans for the intersection including, but not limited to, street improvement plans, street lighting plans, signing and striping plans, and landscaping plans. After having reviewed all the applicable City plans and documentation, the Consultant shall conduct a thorough field review of the project intersection for the specific purpose of gathering topographic data to properly identify all existing conditions at the site.

The Consultant shall collect at a minimum all signs, roadway striping and markings, curb, gutter, streetlights, existing structures, and any other objects within the public right-of-way that should be

noted on the design plan or will have an impact on the new traffic signal design. Potential electrical service feed points shall also be identified during the field review.

Traffic Analysis

Under this task, the Consultant shall prepare the Traffic Analysis Report. This report shall detail the methodology, findings, and recommendations/conclusions of the study. The following items shall be completed and documented in the Traffic Analysis Report:

1. Traffic Signal Warrant Analysis per California Manual on Uniform Traffic Control (CA MUTCD) Chapter 4C. Traffic Control Signal Needs Studies.

2. Conduct AM, Midday, and PM peak-hour manual turning movement counts for use in preparation of traffic signal warrant analysis.

3. Turn pocket lengths, and lane geometrics shall be determined based on the turning movement counts collected.

4. Preliminary signal timing.

The Traffic Analysis Report shall be conducted early in the project, before the traffic signal design commences.

Task 4 – Environmental Compliance

The Consultant shall obtain environmental clearance for the project. The Consultant shall complete the CEQA process for this project. The Consultant shall evaluate which level of Environmental Documentation is most appropriate and prepare the necessary environmental documents. Since the project is state funded only and not federally funded, it is anticipated that completion of the NEPA Preliminary Environmental Study (PES) will not be required.

Task 5 – Plans, Specifications, and Estimates Preparation

The Consultant shall prepare a conceptual plan depicting the potential locations of new traffic signal poles, curb ramps, and any potential right-of-way impacts. Based on a preliminary search of available parcel maps from the San Bernardino County Assessor, it appears that there is sufficient right-of-way for completion of all improvements. As such, it is not anticipated that the project will require any Easement Documents for this project.

After review and concurrence of the conceptual plan, the Consultant and subconsultant shall proceed with preparation of the 60% traffic signal plan, signing and striping plan, and curb ramp design plans, showing all proposed improvements including poles, signal equipment, street lighting, underground conduits and wiring, and signing and striping modifications. The signing and striping plans shall show the appropriate lane configurations and left turn pocket lengths based on the results of the Traffic Analysis. The plans shall meet City requirements for required construction notes, operational details, and formatting. All proposed operational and unique

features shall be detailed in the construction notes or via special details. The plan shall be submitted to the City for review and comment before being finalized. The Consultant shall meet with City staff to describe the proposed changes and ensure that all design questions are answered. The following plan sheets are anticipated in the design package:

1. Title Sheet
2. Traffic Signal Plan
3. Signing and Striping Plan
4. Curb Ramp Design Plan (includes design for two (2) new curb ramps on northeast and southeast corners, as well as ten (10) feet of sidewalk along east side of Church Street just south of San Bernardino Avenue)

After the City review, the Consultant shall revise the plans to address all City comments and shall submit an updated 90% plans, specifications, and estimate package. The plan shall include the controller cabinet, pull boxes, poles and mast arms, signs, crosswalks, pedestrian push buttons and pedestrian signal faces, detection, striping, safety lighting, phase diagram, traffic signal interconnect improvements, etc., all in conformance with current City, Caltrans, AASHTO, County, and CA MUTCD standards.

The final 100% traffic signal/signing and striping/curb ramp design plan set, complete with specifications and an Engineer's Estimate of Probable Construction Cost, shall be submitted to the City for its approval after review of the City's comments on the 90% plan submittal. The design plans shall be drawn on a City standard mylar plan sheet and shall be signed and stamped by the Project Manager who is a registered California Civil and Traffic Engineer. The necessary sets of plans, final specifications, and cost estimates will be submitted to the City in both hard copy and electronic format. The signal AutoCAD files shall also be submitted in electronic format.

Task 6 – Traffic Signal Timing Sheet

There are certain signal timing parameters that must be compliant with the CA MUTCD. Such signal timing parameters are the Flashing Don't Walk time, yellow time, bicycle timing/minimum green time and start-up time after flash. Under this task, the Consultant shall prepare the local traffic signal timing sheet for the new signalized intersection based on the improvements included in the Signing & Striping and Traffic Signal Plan. This shall include calculations for minimum yellow times based on the changes per the latest CA MUTCD. The CA MUTCD has a mandated pedestrian walking speed of 3.5 feet per second, which shall be included as part of the local timing plan preparation.

Utilizing the latest radar speed survey data provided by the City, the Consultant shall determine the yellow times calculated based on the new guidelines. Additionally, field measurements shall be conducted to determine the required pedestrian clearance times. The Consultant shall also provide vehicle extension and minimum green signal timing parameters. The timing sheet shall be submitted to the City for review and approval.

Task 7 – Project Advertisement Services

The City will be responsible for advertising and awarding the construction contract for the proposed improvements. Under this task, the Consultant shall assist the City in preparing the final bid package and shall provide any required assistance during the advertising and bidding phases of the project—including attending a pre-bid meeting if necessary, answering questions from potential bidders, and preparing any necessary addendums. Answers to questions from potential bidders shall be provided to the City for issuance to bidders. The Consultant shall not respond directly to potential bidders.

Task 8 – Construction Support Services

During construction of the project, the Consultant shall review all submittals, shop drawings and contract change orders as requested by the City. Additionally, at the City's request the Consultant shall respond to written Requests for Information (RFI) from the Contractor within three working days of receiving the RFI from the City. The Consultant shall coordinate with the City's Project Manager regarding any RFI's from the Contractor. Communication shall be with the City and at no time, shall the Consultant respond directly to the Contractor. While full-time inspection of all construction components will be the responsibility of the City, the Consultant shall support the City inspection staff during construction both over the phone and through on-site field reviews/meetings as needed.

Task 9 – Prepare Record Drawings (As-Builts)

Upon the completion of construction and, based upon City-provided redlined plans from the City's Project Manager and Contractor, the Consultant shall prepare final as-built drawings to be stamped as "Project Record Drawings". Signed and stamped original Mylar record drawings with all as-built conditions shown on the plans shall be provided to the City of Redlands, including electronic files.

EXHIBIT "B"
PROJECT SCHEDULE

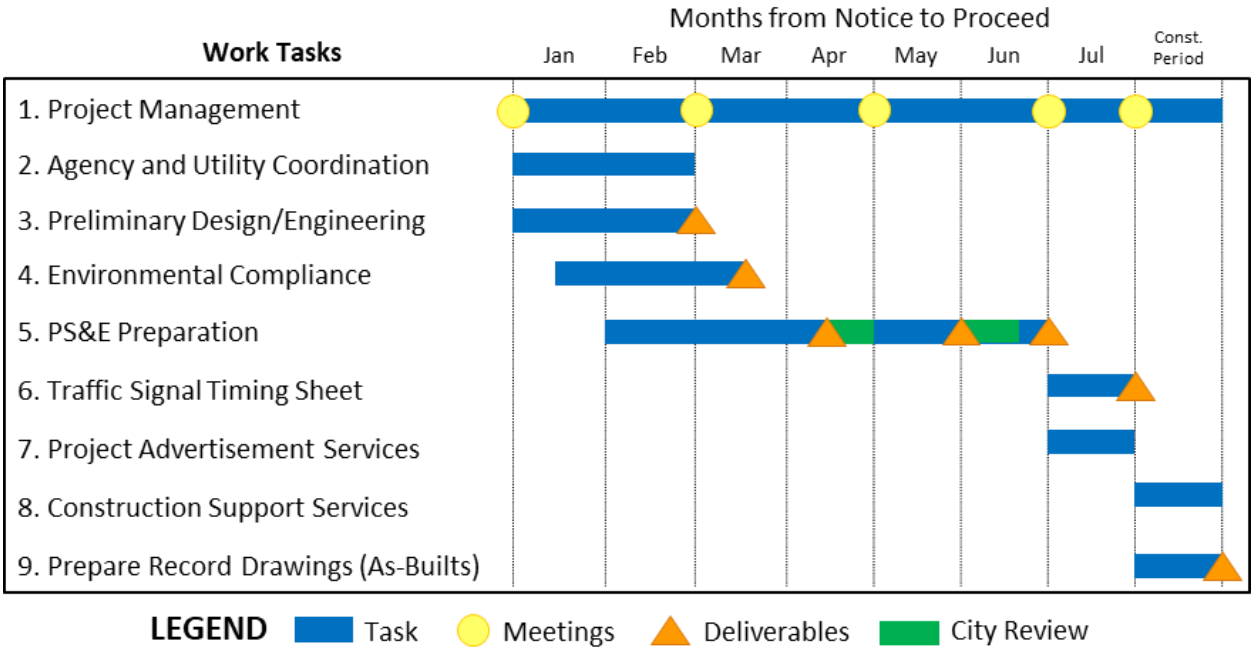

EXHIBIT "C"
FEE SCHEDULE

Job Classification/ Title	Hourly Rates	Task 1 Project Management	Task 2 Agency and Utility Coordination	Task 3 Preliminary Design / Engineering			Task 4 Environmental Compliance	Task 5 Plans, Specifications, and Estimates (PS&E) Preparation	Task 6 Traffic Signal Timing Sheet	Task 7 Project Advertisement Services	Task 8 Construction Support Services	Task 9 Prepare Record Drawing (As-builts)	Contingency	TOTAL Hrs/ Cost
				Design Survey	Field Review	Traffic Analysis								
Chalap Sadam, President	$265.97	2 $531.94	$0.00	$0.00	$0.00	2 $531.94	2 $531.94	1 $265.97	$0.00	$0.00	$0.00	$0.00	$0.00	7 $1,861.79
Greg Wong, Vice President	$222.75	4 $891.00	$0.00	$0.00	$0.00	8 $1,782.00	$0.00	2 $445.50	2 $445.50	$0.00	$0.00	$0.00	$0.00	16 $3,564.00
Ruben Perales, Vice President	$222.75	16 $3,564.00	4 $891.00	6 $1,336.50	4 $891.00	2 $445.50	8 $1,782.00	16 $3,564.00	$0.00	3 $668.25	4 $891.00	1 $222.75	$0.00	64 $14,256.00
Henry Hernandez, Principal Transportation Engineer I	$282.59	4 $1,130.36	2 $565.18	$0.00	$0.00	2 $565.18	$0.00	4 $1,130.36	1 $282.59	$0.00	$0.00	1 $282.59	$0.00	14 $3,956.26
Jessica Reyes, Senior Transportation Engineer I	$206.13	8 $1,649.04	4 $824.52	8 $1,649.04	$0.00	1 $206.13	10 $2,061.30	24 $4,947.12	$0.00	2 $412.26	4 $824.52	2 $412.26	$0.00	63 $12,986.19
Phillip Fuentes, Senior Signal System Specialist	$166.23	$0.00	2 $332.46	$0.00	8 $1,329.84	$0.00	$0.00	2 $332.46	4 $664.92	$0.00	2 $332.46	$0.00	$0.00	18 $2,992.14
Jorge Sanchez, Associate Transportation Engineer I	$146.28	$0.00	4 $585.12	$0.00	4 $585.12	$0.00	10 $1,462.80	4 $585.12	$0.00	$0.00	$0.00	$0.00	$0.00	22 $3,218.16
Giselle Hernandez, Associate Transportation Engineer I	$146.28	$0.00	2 $292.56	$0.00	4 $585.12	4 $585.12	10 $1,462.80	4 $585.12	1 $146.28	$0.00	$0.00	$0.00	$0.00	25 $3,657.00
Vannessa Pedroza, Associate Transportation Engineer I	$146.28	$0.00	$0.00	$0.00	$0.00	4 $585.12	4 $585.12	18 $2,633.04	$0.00	$0.00	4 $585.12	4 $585.12	$0.00	34 $4,973.52
Lucy Ott, Assistant Engineer	$132.99	$0.00	$0.00	$0.00	4 $531.96	12 $1,595.88	4 $531.96	4 $531.96	$0.00	$0.00	$0.00	$0.00	$0.00	24 $3,191.76
Phillip Jeremy Fuentes, Signal Technician I	$99.74	$0.00	2 $199.48	$0.00	8 $797.92	$0.00	$0.00	2 $199.48	$0.00	$0.00	2 $199.48	$0.00	$0.00	14 $1,396.36
Pauline Bingham, Engineering Aide III	$99.74	$0.00	2 $199.48	$0.00	$0.00	$0.00	4 $398.96	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	6 $598.44
Total AGA Hours		34	22	14	32	35	52	81	8	5	16	8	0	307
Total AGA Cost		$7,766.34	$3,889.80	$2,985.54	$4,720.96	$6,296.87	$8,816.88	$15,220.13	$1,539.29	$1,080.51	$2,832.58	$1,502.72	$0.00	**$56,651.62**
Subconsultants														
CEJ Engineers, Inc. (Civil Engineering - Curb Ramp Design (2-Total) and 10' of Sidewalk)				$6,746.50				$6,195.00						$12,941.50
Macadee Electrical Construction (8 Potholes)			$20,000.00											$20,000.00
Total Other Direct Cost		$0.00	$20,000.00	$6,746.50	$0.00	$0.00	$0.00	$6,195.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$32,941.50**
TOTAL PROJECT COST		$7,766.34	$23,889.80	$9,732.04	$4,720.96	$6,296.87	$8,816.88	$21,415.13	$1,539.29	$1,080.51	$2,832.58	$1,502.72	$25,406.88	**$115,000.00**

EXHIBIT "D"
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

AGA ENGINEERS, INC.

By:_____ Date: _____
Chalap K. Sadam, President

City Council Meeting **K. 19.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the grant award from the FY 2023 Homeland Security Grant Program, and approve an additional appropriation of $23,962 to the Police Department (Police Chief Tolber)

MOTION(S):

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

I move to accept the grant award from the FY 2023 Homeland Security Grant Program, and approve an additional appropriation of $23,962 to the Police Department.

RECOMMENDATION:

Staff recommends that Council accept the grant award from the FY 2023 Homeland Security Grant Program, and approve an appropriation of $23,962 to the Police Department.

DISCUSSION:

In October 2022, the Police Department applied for grant funds from the FY 2023 Homeland Security Grant Program in the amount of $23,962. The requested funds will be used towards Automated License Plate Recognition (ALPR) cameras for the city. ALPR's are high-speed camera systems that photograph license plates, convert the numbers and letters into machine-readable text, tag them with the time and location, and upload that data into a database for retrieval. This database will then be accessible to all law enforcement agencies in California. Regionally, law enforcement agencies that use ALPR compare plates to a "hot list" of plates suspected of being connected to violent crimes, child abduction, and terrorist activity. Cities throughout San Bernardino County are already participating in ALPR information sharing. The

Redlands Police Department has already implemented an ALPR program. These grant funds will allow the City of Redlands to continue on the program and contribute data to the regional ALPR system to assist in solving crimes in the City of Redlands and throughout our region.

ALTERNATIVES:

Do not accept the grant award, or approve additional appropriation in the amount of $23,962.

STRATEGIC PLAN:
Not applicable

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

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

PREPARED BY:
Stephen Crane, Deputy Chief

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	23,962
Budgeted Y/N:	N
Account No.:	F202039

Discussion:
There will be no fiscal impact to the General Fund.

Attachments

Authorize to Spend Letter
Subrecipient Assurance
Additional Appropriation

1743 Miro Way, Rialto, CA 92376 | Phone: 909.356.3998 Fax: 909.356.3965
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Emergency Services

Luther Snoke
Chief Executive Officer

Crisanta Gonzalez
Director

September 23, 2024

TO: **GRANT PROGRAM MANAGER**

SUBJECT: **FY2023 HOMELAND SECURITY GRANT PROGRAM APPROVAL**

The San Bernardino County Office of Emergency Services has approved your Fiscal Year 2023 Homeland Security Grant Program (FY23 HSGP) application. As of the date of this letter, you are authorized to make expenditures using FY23 HSGP funds. The performance period ends on March 31, 2026.

Be aware that your project allocation amount may have changed. Take note of the amount located on the attached project workbook.

Any activities requiring additional review (e.g., Environmental and Historic Preservation, Performance Bond Waivers, procurement of Aviation or Controlled Equipment, etc.) shall not incur costs until you receive written approval for those activities.

General procurement standards with open competition must be followed for all Federal grant expenditures, according to 2 C.F.R. § 200.318-200.323.

This subaward is subject to all provisions of 2 C.F.R. Part 200, Subpart F – Audit Requirements. Any funds owed as a result of an audit, must be refunded to the State within 30 days upon receipt of an invoice.

Refer to the grant Assurances, Application Workbook, and grant guides for procedures and requirements.

If you have any questions, please feel free to contact Tina Sutera at (909) 356-2565.

Sincerely,

Crisanta Gonzalez

CRISANTA GONZALEZ, Director
San Bernardino County
Office of Emergency Services

CG/ts

Attachments

BOARD OF SUPERVISORS
COL. PAUL COOK (RET.) Vice Chairman, First District | JESSE ARMENDAREZ Second District | DAWN ROWE Chair, Third District | CURT HAGMAN Fourth District | JOE BACA, JR. Fifth District | Luther Snoke Chief Executive Officer

County of San Bernardino
FY2023 Homeland Security Grant Program
CFDA 97.067

Subrecipient Assurances
Grant No. 2023-0042

Name of Applicant: Redlands Police Department (hereafter "Applicant" or "Subrecipient")
Address: 1270 W. Park Avenue, Building C / PO Box 1025
City: Redlands State: CA Zip Code: 92373
Telephone Number: 909-335-4794 Fax Number: 909-798-7648
E-Mail Address: scrane@redlandspolice.org / chief@redlandspolice.org

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

Applicant further acknowledges that Applicant is responsible for reviewing and adhering to all requirements within the:

a) Applicable Federal Regulations (see below);
b) Federal Program Notice of Funding Opportunity (NOFO);
c) Federal Preparedness Grants Manual;
d) California Supplement to the NOFO;
e) Federal and State Grant Program Guidelines; and
f) Subrecipient Application Workbook.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event San Bernardino County determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**

   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   a) To provide all matching funds required (if applicable) for the grant project and that any cash match will be appropriated as required;

   b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;

Initials SMC

c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body;

d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and

e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Application certifies that:

a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Initials SC

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and

d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. Seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in any federally funded educational program or activity;

c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;

d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;

e) Age Discrimination Act of 1975, (42 U.S.C §§6101-6107), which prohibits discrimination on the basis of age;

f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2), relating to confidentiality of patient records regarding substance abuse treatment;

g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R Part 19;

l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic

Initials _____

information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

n) The requirements of any other nondiscrimination statute(s) which may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

b) CEQA Guidelines (California Code of Regulation, Title 14, Division 6, Chapter 3, §§ 15000-15387);

c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;

f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

g) Executive Order 11514 which sets forth the national environmental standards;

h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;

i) The Safe Drinking Water Act of 1974, (P.L. 93-523);

j) The Endangered Species Act of 1973, (P.L. 93-205);

k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);

l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and

m) Wild and Scenic Rivers Act of 1968 (16 U.S.C § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R § 200.337, the Applicant will give the awarding agency, the Comptroller General of the Unites States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment – The Applicant will comply with 31 U.S.C. §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement or advance.

12. Reporting and Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including, but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

Initials SC

b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C §469a-1 et seq.); and

d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

a) Not dispose of, modify the use of, or change the terms of the real property title of other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code § 7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

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23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statues, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefits overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance

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for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions dies not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produces in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for

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determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks and portable computer equipment, that are used at or within the finished infrastructure project but are not and integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914 (c) of BABAA, FEMA may waive the application of a "Buy America" preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Trust and Public Safety
The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

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IMPORTANT
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both, and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The Undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the said Applicant.

Applicant: Redlands Police Department

Signature of Authorized Agent: Stephen Crane

Printed Name of Authorized Agent: Stephen Crane

Title: Deputy Chief of Police Date: Submitted 10/9/24

The Undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the County. The undersigned is the appropriate contact for all notices and documents to be provided under this agreement.

County of San Bernardino

Signature of Authorized Agent: Crisanta Gonzalez

Printed Name of Authorized Agent: Crisanta Gonzalez

Title: Director Date: 10/9/24

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CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/03/2024

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**
Small Tools & Equipment	200202	7102	F202039	23,962
				$ 23,962 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200202	4407		23,962
				$ 23,962 -

JUSTIFICATION: HSG FY 2023 Grant Award

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **L. 1.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Lease Agreement with the Redlands Historical Museum Association for the Museum of Redlands property located at 1 North Center Street, for a not to exceed amount of $36,000 and determine that approval of the lease agreement 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 motions are provided:

1. I move that City Council determine that approval of the lease agreement with the Redlands Historical Museum Association is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve the lease agreement with the Redlands Historical Museum Association.

RECOMMENDATION:

Staff recommend that City Council approve the lease agreement with the Redlands Historical Museum Association and determine that approval of the lease agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act

DISCUSSION:

The vision for a community museum for Redlands began at the end of the last century when the Redlands Historical Museum Association (RHMA) was formed. In October 2000, the Redlands City Council acted upon this community desire by adopting Resolution 5800 which designated the former City Hall Building (Police Annex) at 30 Cajon Street to be the future site of the Redlands Historical Museum and designated the Board of Trustees of A.K. Smiley Public Library to be the administrator of the proposed museum. However, in subsequent years the location was determined not to be feasible for the site as it was still needed for city administration and public safety personnel. As a result, a search was undertaken by the RHMA to find an alternative location for the museum. After considering and ultimately rejecting several other sites, in 2014 the property located at 700 Brookside Avenue was acquired by the RHMA for the future site of the museum, which was subsequently given the name Museum of Redlands (MOR).

Following this development, the City Council passed Resolution 7445 in September 2014 agreeing to take possession of the museum once constructed and again designated the A.K. Smiley Library Board of Trustees as the future administrators. The City Council made these commitments based upon their finding that a historical museum serves a future public benefit by providing cultural enrichment to the Redlands community and contributes to the City's goals of enhancing tourism and economic development. Construction was divided into three phases and began in January 2021 as fundraising continued. Phase 1 included the renovation of the exterior of the main building (formerly the Redlands Daily Facts building). Phase 2 included the interior of the main building. Phase 3 included the Event Pavilion space just west of the main building.

Since 2021, in recognition of the community benefit of the MOR, the City Council has contributed to the fundraising for the project. At their April 19, 2022 meeting, the City Council approved a midyear grant agreement with RHMA for $1 million toward the construction of the museum. At their May 7, 2024 meeting the City Council agreed to provide the RHMA a loan of $1 million by the City to RHMA with interest at 4% to be repaid in 2 years. At that same May 7, 2024 meeting, the City Council also agreed to a promissory note with RHMA, advancing $2 million at zero interest to the RHMA. This grant will be repaid by a $2 million grant from the state of California to the city of Redlands, which the state has committed to send to the city upon the conclusion of the construction.

Thanks to these efforts, combined with grants and loans from the A.K. Smiley Public Library Endowment Fund as well as millions of dollars in contributions

from donors large and small, the 25-year dream of a museum dedicated to sharing the story of Redlands and its residents is close to fruition. The construction of the MOR is scheduled to be substantially completed by the end of 2024. The RHMA is desirous of turning the building over to the City as soon as possible. In a spirit of cooperation, the RHMA and the City have agreed to conclude a lease arrangement for a limited period (2 – 6 months) in 2025 until the transfer agreement can be finalized and adopted. This will address the RHMA's desire to expeditiously turn the building over to the city, as well as enable the city, through the Library's Special Collections Division staff, to begin the process of installing artifacts, documents and exhibits in the MOR in January. This in turn will assist with the mutual goal of having the building open to the public as soon as possible thereafter. The proposed lease agreement between the Redlands Historical Museum Association (Landlord) and the City of Redlands (Tenant) establishes a short-term arrangement to facilitate the City's use and operation of the property. The lease is intended to provide the City access to the property for museum-related activities, administrative setup, and cultural promotions, while allowing the City to assume operational costs prior to the anticipated donation of the property. This agreement outlines the terms of use, rent, responsibilities for maintenance, and insurance requirements, ensuring a clear framework for both parties during this interim period leading up to the property transfer. Below is a summary of the key terms of the lease:

- Term: Four months starting February 4, 2025, with a two-month extension option. Lease terminates automatically upon transfer of the Premises to Tenant.
- Rent: $6,000 per month, plus Tenant is responsible for utilities and janitorial services. Landlord covers property maintenance and landscaping.
- Use: Museum exhibit staging, artifact storage, office setup, cultural promotions, and Landlord-approved activities.
- Alterations: Tenant may not make structural changes without written Landlord consent.
- Access: Landlord may access the property for specified uses, including a donor reception, with Tenant's approval.
- Insurance: Tenant must maintain liability, property, and additional insurance as specified.
- Termination: Lease may be terminated upon transfer of the Premises or for default by either party under outlined conditions.

ALTERNATIVES:

City council may choose to not approve the lease and provide staff alternate direction.

STRATEGIC PLAN:

Priority A-3 Quality of Life - Historic Preservation and Small Town Feel

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, Facilities and Community Services Department Senior Manager

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Fiscal Impact

Fiscal Year:	2025
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	36000
Budgeted Y/N:	Y
Account No.:	101190 and 101301

Discussion:

Sufficient funds for the rent and operating costs associated with the proposed lease agreement is included in the 2024/26 Library and Facilities and Community Services budgets. Staff will provide a fiscal impact analysis and recommended appropriation when the Transfer Agreement is considered by the City Council as part of a future agenda item.

The $6,000 per month lease cost will cover expenses incurred by the RHMA related to the building and property until the transfer to the City is completed. These costs are estimated in the table below:

Expense Category	Monthly Cost
Building Maintenance and Supplies	$600
Landscape Maintenance	$800
Property Insurance	$1970
Property Taxes	$130
Security and Alarm	$144
Insurance Liability, D and O	$1145
TOTAL	**$4789**

Attachments

Lease Agreement

LEASE

THIS LEASE, referred to herein as the "Lease," is made and entered into as of February 4, 2025 (the "Effective Date") by and between REDLANDS HISTORICAL MUSEUM ASSOCIATION, a California nonprofit public benefit corporation (which is also a 501(c)(3) corporation), hereafter referred to as "Landlord" and THE CITY OF REDLANDS, a California Municipal Corporation and General Law City, hereafter referred to as "Tenant". Landlord and Tenant may be referred to as each a "Party" or collectively as the "Parties".

RECITALS

A. Landlord is the owner of the real property located in Redlands, California, commonly referred to as 1 North Center Street, Redlands, CA (APN 0171191300000) consisting of a parcel of land together with all easements and appurtenances thereto, and a recently constructed multi-purpose event and exhibition building and related offices (the "Building") and all other improvements located thereon ("Premises").

B. Lessor and Lessee wish to enter this Lease to provide access to the Premises to Lessee and in anticipation of a contemplated donation of the Premises to Lessee while allowing for Lessee to assume the costs of maintenance and operations prior to donation.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1.0 LEASE AND USE OF PREMISES

1.1 In consideration of the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord, the Premises, together with all easements and appurtenances thereto. The uses Tenant may make of the Premises during the term of the Lease shall be limited exclusively to the following:

a. Staging and installation of exhibits related to the museum's collections or other city-approved cultural displays.

b. Storage of museum exhibits, artifacts, and related materials.

c. Setting up and configuring offices for potential future use, including administrative planning and preparation for full operations.

d. Other activities related to preparation for full operations and promotion of the Premises (such as tours).

e. Other activities (other than as set forth in paragraphs a-d above) only with the express written permission of Landlord which shall not be unreasonably withheld, conditioned or delayed.

f. Tenant shall not make any structural alterations or significant improvements or changes to the Premises without written consent of Landlord. Any such alterations must comply with all relevant laws, building codes and regulations.

1.2 With the prior Notice to AK Smiley Library Director Don McCue, or the City Manager or his designee, Landlord shall have access to the Premises during the Lease term to complete

any ongoing construction and for inspections, social events, fundraising and donor outreach functions and tours, and other administrative uses. Landlord currently has events scheduled in 2025 on the following dates: January 15, 16, 25, and February 2. Landlord shall submit to City a special event application, consistent with City's standard requirements for such events a minimum of four weeks in advance. City shall review the special event application and either approve or provide comment on the application within one week following submittal. Approval for events shall not be unreasonably withheld by City. Landlord may also provide tours consisting of less than 15 attendees with a minimum of 48 hours advanced notice. No such events shall take place until a Certificate of Occupancy for the Premises suitable to Tenant is in place. Notwithstanding anything herein to the contrary, Landlord shall be in compliance with Section 10 prior to any access and use of the Premises by Landlord or any employee, agent or contractor of Landlord, and any such use shall be subject to the terms of Section 12.2.

2.0 RENT AND TERM

2.1 Term. The Lease shall commence on February 4, 2025, and continue for four (4) months until and including June 30, 2025 (the "Term"). Tenant shall have the right to extend the Term of this Lease, at its option, for two additional months on the same terms as contained herein upon providing Landlord with thirty (30) days' notice in writing prior to the end of the original term. Subsequent terms may be agreed upon by the Parties in writing. The Lease shall be automatically terminated in the event the Premises are transferred to Tenant prior to the expiration of the Lease.

2.2 Rent. Tenant agrees to pay to Landlord monthly, on or before the first day of each month, the sum of $6,000.00 as rent. Rent shall be paid in immediately available funds to "Redlands Historical Museum Association." In addition to this sum, Tenant shall be responsible during the Term of this Lease to pay directly all costs for electricity, gas, water, internet, telephone service, waste disposal, and sewer that relate to the Premises. Tenant shall also be responsible for all janitorial services within the Premises during the Term of the Lease. Landlord shall be responsible for all maintenance, other than janitorial services, of the interior and exterior of the Premises, including all landscaping.

3.0 PROPERTY TAXES

3.1 Landlord and Tenant acknowledge that no property taxes are expected to be owing or payable as to the Premises during the Term of this Lease. If any property taxes are payable during the Term of this Lease, Landlord shall be responsible for payment.

4.0 WORK OF IMPROVEMENT

4.1 Landlord shall have no obligation to perform any work with respect to the Premises except as needed to obtain a Certificate of Occupancy (the "Work"). Following completion of such Work, Tenant shall accept the Premises in a strictly "AS-IS" condition, provided, however, that Landlord shall deliver: the structural components of the Building and building systems (plumbing, electrical, HVAC, fire/life/safety) in good working order as of the date of completion of the Work and the roof and Building envelope water tight. Unless otherwise specified herein, no promise of Landlord to alter, remodel, repair or improve the Premises has been made to Tenant by Landlord.

5.0 LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY

5.1 All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

6.0 ASSIGNMENT AND SUBLETTING

6.1 No assignment or hypothecation of this Lease and no subletting of all or any part of the Premises shall be permitted, without the prior written consent of Landlord. Any of the foregoing acts without Landlord's consent shall be void and shall, at the option of Landlord, terminate this Lease.

7.0 HOLDING OVER

7.1 If after expiration of the Term, as such Term may have been extended as provided in Section 2.1 of this Lease, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term), and unless otherwise specified herein, such tenancy shall (a) have a rent of one hundred percent (100%) of the rent payable during the last month of the Term; and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. Such rent shall be payable in advance on or before the first day of each month. If either Party desires to terminate such month-to-month tenancy, it shall give the other Party not less than thirty (30) days advance written notice of the date of termination; provided that in such event Tenant shall have up to ninety (90) days following the termination of this Lease to remove all personal property from the Premises and make any repairs to the Premises as may be required pursuant to Section 5.1 of this Lease.

8.0 SURRENDER OF PREMISES

8.1 No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord.

9.0 REPRESENTATIONS AND WARRANTIES

9.1 Tenant represents and warrants to Landlord as follows:

a. That the execution and delivery of this Lease by Tenant does not contravene, result in a breach of, or constitute a default under any contract or agreement to which Tenant is a party or by which Tenant may be bound and does not violate or contravene any law, order, decree, rule or regulation to which Tenant is subject.

b. There are no judicial or administrative actions, suits, or proceedings pending or to Tenant's knowledge threatened against or affecting Tenant.

c. Tenant, upon Landlord's request, will deliver evidence satisfactory to Landlord that the execution and delivery of this Lease has been duly authorized and properly executed by Tenant.

d. Where applicable, Tenant has obtained all licenses, permits and certificates necessary for the use and operation of the Premises, except where the failure to have such licenses, permits and certificates would not materially and adversely affect the value, use or operation of the Premises.

9.2 Landlord represents and warrants to Tenant as follows:

a. Landlord is the sole and exclusive owner of fee simple title to the Premises and has the full right and power to grant to Tenant the leasehold interest created by this Lease.

b. Landlord has no written or oral agreement or contractual or other restrictions which would materially and adversely affect the use of the Premises by Tenant.

c. That the execution and delivery of this Lease by Landlord does not contravene, result in a breach of, or constitute a default under any contract or agreement to which Landlord is a party or by which Landlord may be bound and does not violate or contravene any law, order, decree, rule or regulation to which Landlord is subject.

d. Landlord, upon Tenant's request, will deliver evidence satisfactory to Tenant that the execution and delivery of this Lease has been duly authorized and properly executed by Landlord.

e. No claims, lawsuits or allegations of any kind, are pending, or to the best of Landlord's knowledge, threatened or asserted, against or affecting the Premises.

f. No eminent domain proceedings for the condemnation of the Premises are pending or, to the best of Landlord's knowledge, threatened.

g. To the best of Landlord's knowledge, there are no design, material or structural defects in the improvements situated on the Premises.

h. Landlord and its tenants of the Premises have access to and a valid right to utilize all access roads, easements and rights-of-way serving the Premises.

10.0 INSURANCE

10.1 Liability Insurance. Tenant shall, at its sole cost and expense, maintain comprehensive public liability insurance with combined single limits of liability of not less than two million dollars ($2,000,000.00) per occurrence, for bodily injury or property damage, insuring against any and all liability of Tenant with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises by Tenant. Annually, during the term of this Lease. Landlord shall review such limits of liability and if Landlord determines in its reasonable discretion, that such limits are inadequate, then the limits of liability which Tenant shall be required to maintain under this Section shall be increased to an amount which Landlord reasonably determines is adequate.

10.2 Property Insurance. Tenant, at its sole cost and expense, shall keep the Premises insured against loss or damage by fire and other risks embraced by coverage of the type now known as extended coverage (excluding flood and earthquake coverage, except for sprinkler leakage caused by earthquake, and insurance covering loss of rents by Landlord for a minimum period of one (1) year), and against such other risks or hazards as Landlord may from time to time designate, in an amount not less than one hundred percent (100%) of the then full replacement cost of the Premises without deduction for physical depreciation. Such policy or policies shall contain a replacement cost endorsement and full replacement cost shall be determined from time to time by the insurance carrier, upon the request of Landlord or Tenant.

10.3 Other Types of Insurance. Tenant, at its sole cost and expense, shall maintain such other insurance in such amounts, as may from time to time be required by Landlord, against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of buildings thereon and their construction, use and occupancy. Without limiting the effect of the forgoing, Tenant, at its sole cost and expense, shall maintain the following insurance:

a. Workers compensation insurance covering all persons employed by Tenant and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises, with statutory limits as then required under the laws of the State of California; and

b. Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a $1,000,000 per accident limit for bodily injury and property damage; and

c. Umbrella liability policy "following form" of not less than Two Million Dollars ($2,000,000), including a "drop down" feature in case the limits of the primary policy are exhausted; and

d. In the event Tenant will generate, handle, use, or store Hazardous Substances at the Premises, pollution legal liability insurance of not less than One Million Dollars ($1,000,000).

10.4 Nature of Policies. All insurance which Tenant maintains shall be affected under valid and enforceable policies issued by insurers of recognized responsibility which are admitted to transact business in California and which have a rating of B+5 or better in the then current edition of Bests Key Rating Guide. Upon execution of this Lease and thereafter, not less than thirty (30) days prior to the expiration date of each policy furnished by Tenant, the original of each policy (or with Landlord's consent, a certificate of the insurance carrier which is reasonably satisfactory to Landlord) bearing a notation evidencing the payment of the premium or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered to Landlord. At all times, Landlord shall have the right to require duplicate certified copies of all policies of insurance required to maintained by Tenant as provided in this Lease. In addition, each policy of insurance which is maintained by Tenant, shall contain (a) a provision that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance, shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained, (b) a provision waiving subrogation against Landlord and (c) an agreement by the insurance carrier that such policy shall not be modified or cancelled without at least thirty (30) days prior notice, in writing, to Landlord. Notwithstanding anything in this Section 10 to the contrary, Tenant

may self-insure for the Tenant insurance coverages stated above by notifying Landlord that Tenant has elected to self-insure for such coverages.

10.5 Landlord as Additional Insured and Adjustment of Loss. All policies of insurance maintained by Tenant shall name Landlord as an additional insured and shall provide for loss under any such policy of insurance, to be adjusted by Landlord.

10.6 Tenant Compliance with Policies. Tenant shall observe and comply with the requirements of all policies of insurance at any time in force with respect to the Premises and Tenant shall also perform and satisfy the requirements of the insurance carriers of such policies, so at all times companies of good standing which are satisfactory to Landlord shall be willing to write or to continue such insurance.

10.7 Tenant's Certification of Insurance. Tenant shall furnish Landlord annually, or more often in the event that Landlord requires, a certificate signed by an authorized officer of Tenant containing a detailed list of the insurance policies maintained by Tenant which are then outstanding and in force with respect to the Premises and stating that such insurance complies with the requirements of this Section 10. Such certificates shall also be provided in the event Tenant has elected to meet its insurance obligations with self-insurance in accordance with Section 10.4, above.

10.8 Landlord's Insurance. Landlord shall maintain and cause any contractor performing services at the Premises to maintain, as applicable, the following insurance:

(a) Commercial General liability insurance. Landlord shall maintain, and cause any contractor performing services at the Premises to maintain, commercial general liability insurance with combined single limits of liability of not less than $2,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

(b) Workers Compensation. Workers compensation insurance covering all persons employed Landlord, and any persons employed by any contractor performing services at the Premises (or cause such contractor to maintain workers compensation insurance with respect to such contractor's employees), and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises, with statutory limits as then required under the laws of the State of California.

(c) Automobile Liability. Automobile liability insurance covering all owned, non-owned, and hired vehicles with a $1,000,000 per accident limit for bodily injury and property damage.

(d) Umbrella Liability. Umbrella liability policy "following form" of not less than Two Million Dollars ($2,000,000), including a "drop down" feature in case the limits of the primary policy are exhausted.

11.0 DESTRUCTION OR DAMAGE

11.1 If the Premises or any portion thereof are destroyed or damaged, Tenant shall at its own expense, promptly repair the damage, and Landlord shall make any applicable and available insurance proceeds available for such purpose.

11.2 In the event that then existing laws do not permit the restoration of the Premises to substantially the same nature as they we immediately before any such destruction or damage or in the event that the Premises are, in Landlord's opinion, substantially or totally destroyed, then at Landlord's sole election, this Lease shall terminate as of the date of such destruction or damage and all insurance proceeds for damage or loss to the Premises shall be paid to Landlord and all insurance proceeds for damage or loss to the leasehold improvements and to Tenant's property shall be retained by Tenant.

12.0 INDEMNIFICATION

12.1 Without limiting Tenant's obligation to maintain insurance under Section 10 hereof, Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other thing allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors; provided that such indemnity shall not extend to any liability or claim to the extent arising from the occurrence of any event or circumstance for which indemnity by the Landlord is provided for pursuant to Section 12.2. Tenant shall, at Tenant's expense, and by counsel reasonably satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, reasonable attorneys' fees, expert witness fees and any other reasonable expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.

12.2 Landlord shall indemnify and hold Tenant harmless against and from liability and claims of any kind for loss or damage to property of Landlord or any other person, or for any injury to or death of any person, arising out of: (1) Landlord’s use of the Premises, or any work, activity or other thing allowed or suffered by Landlord to be done in, on or about the Premises; (2) any breach or default by Landlord of any of Landlord’s obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Landlord, its agents, employees, invitees or contractors; provided that such indemnity shall not extend to any liability or claim to the extent arising from the occurrence of any event or circumstance for which indemnity by the Tenant is provided for pursuant to Section 12.1. Landlord shall, at Landlord's expense, and by counsel reasonably satisfactory to Tenant, defend Tenant in any action or proceeding arising from any such claim and shall indemnify Tenant against all costs, reasonable attorneys' fees, expert witness fees and any other reasonable expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's use of the Premises for special events and tours as set forth in Section 1.2, Landlord hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.

13.0 WAIVER OF SUBROGATION

13.1 Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that

such loss or damage is insured against under any insurance policy which either may have in force at the time of the loss or damage.

14.0 TENANT ESTOPPEL CERTIFICATES

14.1 Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Land- lord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of rent and the date to which rent and any additional rent have been paid in advance; and (c) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counterclaim or deduction against Rent; and (3) not more than one (1) month's Rent has been paid in advance.

15.0 TRANSFER OF LANDLORD'S INTEREST

15.1 In the event of any sale or transfer by Landlord of the Premises, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises occurring after the consummation of such sale or transfer. If any security deposit or prepaid rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto. In such event, Tenant shall attorn to the purchaser, transferee or assignee as the case may be, and recognize that party as Landlord under this Lease.

15.2 Notwithstanding anything herein to the contrary, no assignment, transfer or conveyance of the Premises by Landlord shall be permitted without the prior written consent of Tenant, which consent may be withheld in Tenant's sole and absolute discretion, and any such transfer or conveyance without Tenant's consent shall be a breach of this Lease. In the event of any such assignment, transfer or conveyance without Tenant's consent, Tenant may, at the option of Tenant, terminate this Lease upon written notice to Landlord.

16.0 DEFAULT

16.1 Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

a. If Tenant abandons or vacates the Premises; or

b. If Tenant fails to pay any rent or any other charges required to be paid by Tenant under this Lease and such failure continues for ten (10) days after written notice thereof from Landlord to Tenant, provided that Landlord shall no longer be required to give such notice if the payment is late more than one time in any calendar year; or

c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided if such default cannot reasonably be cured within such thirty (30) days period, and Tenant has commenced curing that default within that thirty (30) day period and thereafter diligently and expeditiously proceeds to cure that default, then that thirty (30) day period will be extended for so long as reasonably required by Tenant in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Tenant of the default; or

d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's property and is not satisfied or released within fifteen (15) days of such levy; or

e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws is filed and not withdrawn or dismissed within sixty (60) days thereafter, or if under the provisions of any law pro- viding for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force relinquished, unstayed or unterminated for a period of sixty (60) days.

16.2 Remedies. In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law and at equity, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

a. Terminate this Lease and Tenant's right to possession of the Premises, and reenter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises under this Lease; or

b. Continue this Lease in effect, reenter and occupy the Premises for the account of Tenant; or

c. Continue this Lease in effect, reenter and occupy the Premises for the account of Tenant and collect any unpaid rent or other charges which have or thereafter become due and payable.

16.3 Waiver. The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

16.4 Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, provided if such default cannot reasonably be cured within such thirty (30) days period, and Landlord has commenced curing that default within that thirty (30) day period and thereafter diligently and expeditiously proceeds to cure that default, then that thirty (30) day period will be extended for so long as reasonably required by Landlord in the exercise of due diligence to cure that default, up to a maximum of 90 days after the notice to Landlord of the default, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach. If, after notice to Landlord of default, Landlord (or any mortgage or deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense.

16.5 Remedies Cumulative. The various rights and remedies reserved to Landlord in this Lease, including those not specifically described in this Lease, shall be cumulative and Landlord may pursue any or all of such rights and remedies, whether at the same time or otherwise.

16.6 Late Charge. WITHOUT LIMITING THE EFFECT OF ANY OTHER PROVISION IN THIS LEASE, IF TENANT IS FIFTEEN (15) DAYS OR LATER IN THE PAYMENT OF ANY SUM DUE LANDLORD UNDER THIS LEASE, LANDLORD AND TENANT AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL RESULTING DAMAGES TO LANDLORD. ACCORDINGLY, LANDLORD AND TENANT AGREE THAT FIVE PERCENT (5%) OF THE LATE PAYMENT IS A REASONABLE ESTIMATE OF SUCH DAMAGES AND SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE BY TENANT TO LANDLORD IN EACH SUCH EVENT.

_____ _____

Landlord Initials Tenant Initials

17.0 CURING TENANT'S DEFAULTS

17.1 If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account and at the expense of Tenant. Tenant shall pay Landlord all reasonable costs of such performance promptly upon receipt of an itemized bill therefor.

18.0 MISCELLANEOUS

18.1 Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the rent provided for in this Lease shall be deemed to be other than on account of the earliest due rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord's right to recover the balance of the rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

18.2 All provisions of this Lease to be performed by Tenant, whether covenants or conditions on the part of Tenant, shall be deemed to be both covenants and conditions.

18.3 Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

18.4 **Waiver of Jury Trial**. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THIS LEASE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY LANDLORD AND TENANT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LANDLORD OR TENANT IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.**

18.5 Captions Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease.

18.6 Choice of Law and Forum. This Lease shall be construed and enforced in accordance with the laws of the State of California. Any action with respect to this Lease shall be brought in any court with jurisdiction in the County of San Bernardino.

18.7 Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

18.8 Force Majeure. If due to acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, or other causes beyond the reasonable control of the Parties hereto, a Party shall fail to perform any of the terms of this Lease, such failure and performance shall be excused for a period equal to the duration of that prevention, delay or stoppage, and such prevention, delay or stoppage shall not constitute an event of default under this Lease. Market factors or economic factors shall not under any circumstances be deemed to excuse Landlord's or Tenant's performance of any of the terms of this Lease.

18.9 Further Assurances. The Parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

18.10 Prior Agreements; Amendments. This Lease contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the Parties or their respective successors in interest.

18.11 Severability. In the event that any term or provision of this Lease or the application of the same to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.12 Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the Parties.

18.13 Time of the Essence. Time is of the essence of this Lease.

18.14 Waiver. No failure in the exercise of any right or remedy provided for herein shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any

waiver of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

18.15 Notices. All notices required or permitted to be given under this Lease shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation.

18.15.1 If to Landlord: _____ Email: _____

18.15.2 If to Tenant: _____ Email: _____

IN WITNESS HEREOF, Parties hereto have executed this Lease as of the date set forth on page 1.

Redlands Historical Museum Association

By: _____
Name: _____
Title: _____

City of Redlands

By: _____
Name: _____
Title: Mayor _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **L. 2.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Sole Source Procurement Waiver and Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services for State Street City Hall for an amount not to exceed $1,363,358, approval of an additional appropriation, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move that the City Council determine approval of a Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services for State Street City Hall 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 further move that the City Council approval to waive competitive procurement procedures to contract directly with Tilden-Coil Constructors, Inc., for Master Construction Management Services for State Street City Hall; and

3. I further move that the City Council approve the Professional Services Agreement with Tilden-Coil Constructors, Inc. for Master Construction Management Services for State Street City Hall in the amount not to exceed $1,363,358; and

4. Approve an additional appropriation of $1,363,358.

RECOMMENDATION:

Staff recommends that City Council approve the Professional Services Agreement with Tilden-Coil Constructors, Inc. for Master Construction Management Services for State Street City Hall in the amount not to exceed $1,363,358, waive the competitive procurement process, approve an additional appropriation in the same amount, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

In September 2023, City Council approved a Professional Services Agreement with Tilden-Coil Constructors, Inc. for Master Construction Management Services of the City's new Police Department Safety Hall Facility. The traditional model for cities to undergo a construction project is referred to as "design-bid-build." That process includes hiring an architect, bidding on the project, and awarding a construction contract to a contractor. However, many public agencies are beginning to use a method referred to as construction management/ multiple prime delivery to better manage large projects and mitigate risk. Construction Management Multi-Prime, as it is commonly referred to, is a project delivery method in which the professional contractor/ construction manager ("CM") serves as a consultant on a project from inception to completion. The City also enters into separate construction contracts directly with subcontractors who are managed by the CM.

During the design phase, the contractor collaborates with the architect to perform constructability reviews and to ensure that cost estimates are accurate. The CM will also assist the City with bidding on the construction contracts and reviewing subcontractor qualifications. During construction, the contractor manages the project and helps ensure timely delivery. “Multi-Prime” refers to the City’s direct contracting with more than one trade contractor instead of utilizing a General Contractor to procure trade contractor services. The advantages of this method include access to an independent, construction-based perspective during the design phase; competitive bidding processes; reduced change orders; greater control over schedule; and use of the CM as the City's representative and or advocate throughout the construction process. For these reasons, the CM/Multiple Prime approach is recognized and widely used in the public and private sectors as an effective and efficient means of successfully delivering construction projects.

State Street City Hall Project

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 and construction management of the City's new City Hall Facility located at 300 E. State Street, Redlands, CA 92373.

As the development of the new City Hall Facility has progressed, staff have determined that the need for Master Construction Management Services is necessary for this facility improvement project as it has been successful with the City's Police Department Safety Hall Facility development. The pre-construction evaluation of the design and master construction management services will provide expertise for the City, lowering potential costs associated with change orders, and other unexpected challenges that occur during major construction projects. To avoid delays and reduce liability for the City, staff is recommending waiving the competitive procurement process and contracting directly with Tilden Coil Constructors, Inc. for these services. Staff negotiated a reasonable fee to provide these services, similar to services being provided for the City's Safety Hall project. The agreement total is in the amount of $1,363,358, which includes $50,000 for pre-construction phase services, $813,358 for general conditions (project site support services), and a construction management fee based on 5% of the project construction budget.

Approval of the Professional Services Agreement with Tilden-Coil Constructors, Inc. for Master Construction Management Services is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, since it can be seen with certainty that doing so will not have a significant effect on the environment.

ALTERNATIVES:

City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety.

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

Dana Abramovitz-Daniel, Procurement Manager

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

Fiscal Impact

Fiscal Year: FY 2024-25
Amount: 1,363,358
Account No.: 406501.8501
Discussion:

This expense will be offset with a release of the Future Facilities Reserve from the General Fund. The current balance of that reserve is $18,805.890.

Attachments

Agreement
Additional Appropriation Form

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for Master Construction Management Services ("Agreement") is made and entered in this 17th day of December 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Tilden-Coil Constructors, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide and perform services in connection with the preconstruction, bidding, and construction management of the projects in connection with the State Street City Hall Facility (SSCH) Project as assigned from time-to-time by the City to the Consultant under this Agreement (the "Services) as set forth herein.

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 Construction Management (CM) 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 Standard of Performance. Consultant shall at all times faithfully and competently perform the Services in accordance in a manner satisfactory to the City and consistent with the skill and standard of care generally exercised by like professionals under similar circumstances.

2.3 Time of Performance. Consultant shall commence the Services upon receipt of a written notice to proceed from City and shall perform all Services in conformance with the timeline established by the Parties in writing.

2.4 Personnel. Consultant has, or shall secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services shall be performed by Consultant or under its supervisions, and all personnel engaged in the work shall be qualified to perform such Services.

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

2.6 Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Services under this Agreement, including a business license.

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 timelines set forth in this Agreement as otherwise established by the Parties in writing.

4.2 The Term of this Agreement shall commence on December 1, 2024, and shall terminate sixty (60) months thereafter on December 1, 2029. Notwithstanding expiration of the Term, if at such time, there are remaining Services or Additional Services authorized by City in advance pursuant to Section 5.3 to be performed by the Consultant in connection with the Project, the Consultant shall continue to diligently perform and complete all such remaining Services or authorized Additional Services for the Project subject to; notwithstanding expiration of this Agreement, the City will continue to make payment for the Services and authorized Additional Services performed in connection with the Project after expiration of this Agreement.

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 an amount not to exceed One Million Three Hundred Sixty-Three Thousand Three Hundred Fifty-Eight Dollars ($1,363,358) without written authorization by the City. City shall pay Consultant in accordance with Exhibit "B," titled "Fee Schedule and Hourly Rates" which is attached hereto and incorporated herein by this reference. The Contract Price includes the fee of the Consultant, and personnel expenses of the Consultant and sub-consultants, inclusive of all benefits and burdens, travel for personnel of the Consultant and sub-consultants to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside and San Bernardino, insurance and other overhead costs associated with or arising out of performance and completion of Services for an Assigned Project. The Contract Price due the Consultant for an Assigned Project shall be established by mutual agreement of the Consultant and the City, and shall be determined using the following:

1. Consultant Fee. Consultant Fee shall be calculated based on the anticipated sum of prime contracts for the Assigned Project at the rates identified in Exhibit "B".
2. Preconstruction Labor. A not to exceed budget based upon Consultant's rates listed in Exhibit "B".
3. General Conditions – A not to exceed budget base upon Consultant's rates listed in Exhibit "B" and agreed upon reimbursable expenses to support the Assigned Project.

5.2 Expenses. City shall reimburse Consultant for those expenses expressly set forth in the approved General Conditions budget. Any expenses incurred by Consultant which are not expressly authorized by this Agreement or the approved General Conditions Budget will not be reimbursed by the City.

5.3 Additional Services. City shall not allow any claims for Additional Services performed by Consultant, unless the City Council or City Representative, as applicable, and the Consultant Representative authorize the Additional Services in writing prior to Consultant's performance of the Additional Services or incurrence of additional expenses. Any Additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for Additional Services and expenses in accordance with Section 5 of this Agreement.

5.4 Invoices. The Consultant will submit monthly billings for payment of the Contract Price due in accordance with the following:

Consultant Fee: Upon commencement of the Construction Phase of the Assigned Project, the CM may invoice the City for twenty five percent (25%) of its Services Fee. The CM shall thereafter invoice the balance of the Services Fee in monthly increments based upon the percent complete of the Assigned Project

Preconstruction and General Conditions: The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-half hour; all approved reimbursable costs shall be supported by an invoice, receipt or acceptable documentation. If the compensation due the Consultant is a lump sum fixed price, the Consultant's monthly billings shall be for the portion of the lump sum, fixed price due for the immediately preceding month. If requested by the City, the Consultant shall provide reasonably satisfactory substantiating data for payment requested by the Consultant.

5.5 Payment. City shall pay all undisputed invoice amounts within 30 business days after receipt. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

5.6 Audit of Records. Consultant shall make all records, invoices, timecards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

ARTICLE 6 – NOTICES

6.1 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent

contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Dayne Brassard, President & CEO Tilden-Coil Constructors, Inc. 3612 Mission Inn Ave. Riverside, CA 92501 Email: dbrassard@tilden-coil.com Phone: 951-684-5901

ARTICLE 7 – INSURANCE AND INDEMNIFICATION

7.1 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 ($2,000,000) per occurrence and Two Million Dollars ($4,000,000) 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 Two Million Dollars ($2,000,000) 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. This provision 7.1 shall survive termination or expiration of this Agreement.

7.2 Indemnity for Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, indemnify, defend and hold harmless the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent consultants in the role of City officials ("Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, are claimed to arise out of, pertain to, or relate, in whole or in part, to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, servants, employees, subcontractors, material men, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Indemnitees in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Indemnitees. Notwithstanding, the provisions of this section pertaining to the duty and cost to defend shall not apply where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis. This provision 7.2 shall survive termination or expiration of this Agreement.

7.3 Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages and whether for personal or bodily injury and/or death, property damage, or economic injury (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, Consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal

expenses and costs incurred by the Indemnitees in connection therewith. This provision 7.3 shall survive termination or expiration of this Agreement.

7.4 Subcontractor Indemnification. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. This provision 7.4 shall survive termination or expiration of this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 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.

8.2 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.

8.3 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.

8.4 Independent Contractor.

A. Consultant is and shall at all times remain as to City a wholly independent contractor. Personnel performing the Services on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City, nor any of its officers, employees, or agents shall have control over the conduct of Consultant, or its officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or bind the City in any manner.

B. Consultant expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Consultant shall not be in any way an employee of the City. Consultant shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or subcontractors. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

8.5 Responsible Principal(s). Consultant's responsible principal Bryant Ismerio, Project Executive, shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without prior written consent of City. City's Responsible Principal shall be Chris Boatman, Assistant City Manager, who shall administer the terms of the Agreement on behalf of City.

Consultant's management and supervision personnel assigned to an Assigned Project shall be approved by the City.

Consultant shall not substitute any of the above-named individuals without the express written consent of the City.

ARTICLE 9 – GENERAL CONSIDERATIONS

9.1 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

9.2 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.

9.3 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.

9.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to 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.

9.5 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.

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

9.7 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents of its indemnification obligations under Section 7 or for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

9.8 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's reports or plans, or other submittals. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

9.9 Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, the Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

9.11 Rules of Construction. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

9.12 Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

9.13 Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. Consultant declares and warrants that no officer or employee of the City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

9.14 Prevailing Wage and Payroll Records. If this Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, then Consultant shall comply with the provisions of Exhibit C titled, "Terms for Compliance with California Labor

Law Requirements," which is attached hereto and incorporated herein by this reference. Consultant shall indemnify, defend and hold harmless City, and City's elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent consultants for any alleged failure to comply with California Labor Law requirements.

9.15 Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

9.16 Statement of Experience. By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to City. Consultant represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that Consultant is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public City. The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

9.17 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, the parties have executed this Agreement, to be effective as of December 17, 2024.

CITY OF REDLANDS

By: _____
, Mayor

TILDEN-COIL CONSTRUCTORS, INC.

By: _____
Dayne Brassard, President & CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Preconstruction Phase

a. Value Engineering and Constructability. Provide plan review and constructability services with an emphasis on ensuring that the project can be completed within the established schedule and within the available budget. Provide a detailed analysis of all major project systems with an emphasis on possible value engineering items. Provide clash detection review using the Building Information Model provided by the Architect.

b. Detailed Construction CPM Schedule. Produce detailed construction CPM schedule to be incorporated into the project documents including identification of the project critical path.

c. Preliminary and Detailed Estimates. Provide a preliminary construction estimate using like kind construction costs. Upon receipt of plans and specifications, provide a detailed construction estimate showing the values of all major components of the project.

d. Bidding Strategies. Consult with the Architect and City staff regarding bidding strategies with an emphasis upon timing, development of alternates, and bid package scoping.

e. Project Accounting and Management Systems. In concert with City staff, develop the project accounting and budget management systems.

f. General Conditions Document Preparation. The Construction Manger shall ensure that the General Conditions are suitable for the Construction Management Multi-Prime delivery system.

g. Project Scoping. Multiple Prime Construction Management requires that the project be divided into logical categories of work.

h. Bidder Interest. Generate and encourage bidder interest in the project and provide assistance with such issues as bonding, insurance, and prevailing wage compliance.

i. Advertisements. Assist City staff with the placement of both the project legal advertisements and any other pre-bid advertisements.

j. Pre-bid Conferences. In cooperation with City staff conduct pre-bid and site visit meetings with potential bidders.

k. Responses to Bidder Inquiries. Provide coordination of and, when possible, responses to bidder inquiries.

l. Plan and Addenda Distribution. Distribute all plan sets, bid packages, and addenda electronically.

m. Bid Evaluation and Review. Review and evaluate all bids for responsiveness and certify the construction bid results.

n. Contract Documents. Prepare contract packages for City review. Distribute and monitor completion of these contract packages.

o. NOA's and NTP's. Issue Notices of Award (NOA) and Notices to Proceed (NTP) on behalf of the City.

Construction Phase

a. CPM Schedule Maintenance. Maintain a detailed and date specific CPM schedule. Continue to update the CPM construction schedule and distribute to the appropriate parties.

b. Budget Control and Maintenance. Prepare cumulative project budget reports updated regularly with the latest construction cost and soft cost data.

c. Storm Water Pollution Plan. Ensure that Storm Water Pollution Prevention Plan is initiated and maintained.

d. Schedule of Values. Review and reconcile each contractor's schedule of values for each of the activities included in the construction schedule. Incorporate this report into the project standard billing package and use as the basis for all future progress payments during the construction phase.

e. Monthly Billing Procedures. Generate a standard billing process and confirm billing information from the contractors. Review and obtain Inspector and Architect approvals. Forward monthly contractor billing packages to the City.

f. Safety Programs. To the extent required by OSHA or any other public agency, obtain each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager's responsibilities for monitoring of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors.

g. Conduct Pre-Construction Conference. Conduct pre-construction conference for the benefit of the successful contractors. Provide information with regard to reporting procedures and site rules and regulations prior to the start of construction.

h. Project Record Documents. Coordinate and expedite all activities in connection with the contractors' obligation to provide "as-built" documents. Ensure that all as-builts are incorporated into a single set of Project Record Documents.

i. Document Control. Establish and implement procedures for submittals, change orders, and requests for information. Maintain logs, files, and other necessary documentation.

j. Building Information Modeling. Conduct trade coordination meetings with the contractors within the Building Information Model, including incorporation of shop drawings within the model.

k. Shop Drawings & Submittals. Review and monitor the status of shop drawings and related correspondence.

l. Administration of the Construction Contracts. Management and Supervision: Manage, supervise and coordinate all construction activities in accordance with the Construction Documents and project schedule. Provide full-time onsite management of the project as necessary. Ensure that City requirements regarding certified payrolls and subcontractor and material supplier releases are carried out.

m. Change Order Review. Establish and implement a change order processing system that provides review of scope, price, and added contract time.

n. Contractor Claims. Evaluate and mitigate all claims for additional cost or time due to any alleged cause.

o. Project Meetings. Coordinate and attend weekly job-site progress meetings with the City, Architect, Inspector, and Prime Contractors if and when needed.

p. Insurance Certificates. Monitor Prime Contractor insurance certificates for coverages, endorsements, limits, and expiration dates.

q. Relocation. Coordinate the arrival and installation of any City furnished materials and FF&E. Provide coordination schedules for user relocation if needed.

r. User Training. Schedule and document all City training sessions. Arrange for supplementary information where needed. Arrange for manufacturers to conduct training for maintenance and operations staff.

s. Punch lists. Develop punch list of defective work. Create a punch list schedule for completion. Verify completion of punch list items.

t. Submit As-Builts. Review contractual requirements for As-Built Documents and submission procedures.

u. Project Closeout and Warranties. Create Operation and Maintenance Manuals. Compile all contractor turn-over items and deliver to the City. Process and coordinate all post construction project warranty and guarantee claims.

v. Final Lean Releases. Verify requirements in the Construction Documents.

EXHIBIT "B"

FEE SCHEDULE & HOURLY RATES

1. **Preconstruction Phase Services:** Services shall be billed on a time and materials basis based upon the hourly rates attached. All materials shall be reimbursed at cost plus a 10% markup. The preconstruction phase services budget shall not exceed **$50,000** without prior written authorization by the City.
2. **Construction Phase Services:** Compensation for construction phase services includes Construction Manager's Fee (CM Fee) and General Conditions as described below:
    a. **CM Fee:** CM Fee shall be **5%** of the sum of prime contracts (construction costs). The CM Fee shall be established upon the receipt of prime contractor bids and shall be adjusted based upon the final construction costs.
    b. **General Conditions:** General conditions/requirements are project site support expenses that are incurred by the construction manager (or by the general contractor in the case of a design-bid-bid delivery method) and are required for the project. These expenses are not associated with a particular subcontractor trade, but are required for the entire site as a whole such as fencing, trash, toilets etc. General Conditions are billed at the established hourly rates and costs are reimbursed without markup. The estimated General Conditions based upon our understanding of the construction schedule outlined above, is $81,336 per month, or $813,258 for 10 months.
        i. This preliminary general conditions estimate is attached.

Compensation Summary	Billed During Precon	Billed During Construction	Total
Preconstruction Services	$50,000		$50,000
CM Fee		$500,000	$500,000
General Conditions		$813,358	$813,358
Total	$50,000	$1,313,358	$1,363,358

Billable Hourly Rates

Billable Hourly rates include escalation through 2026 and shall be subject to annual adjustments thereafter.

Position	Billable Hourly Rate
Project Executive	$187.00
Production Director	$187.00
Safety Director	$139.00
Sr. Project Manager	$161.00
Sr. Superintendent	$156.00
Project Manager	$139.00
Assistant Project Manager	$129.00
Superintendent	$139.00
Area/Assistant Superintendent	$127.00
Sr. Project Engineer	$124.00
Project Engineer	$108.00
Scheduler	$158.00
BIM Manager	$175.00
BIM Specialist	$151.00
BIM Technician	$135.00
TCC Survey	$151.00
Preconstruction Manager	$136.00
Estimator	$106.00
Preconstruction Coordinator	$70.00
Labor Compliance Coordinator	$70.00
Accountant	$108.00
Sr. Project Administrator	$79.00
Project Administrator	$70.00
Project Engineer Intern	$32.00
Field Labor	$103.00

EXHIBIT "C"

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this contract."

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified

prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

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.

TILDEN-COIL CONSTRUCTORS, INC.

By:_____ Date: _____

Dayne Brassard, President & CEO

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/17/24

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 Fund	406501	8501		$ 1,363,358.00
General Fund Transfer Out	101501	9901		$ 1,363,358.00
			$	$ 2,726,716.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Safety/City Hall Transfer In	406501	4901		$ 1,363,358.00
			$	$ 1,363,358.00

JUSTIFICATION: Multi Prime Construction Managment for State Street City Hall Facility

This expense will be offset from a release of the Future Facilities reserve of the General Fund (101-3319)

City Council meeting date December 17, 2024

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **L. 3.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with TK Security, Inc., for the provision of unarmed, on-site security services at the Step-Up In Redlands Project Home Key facility, in an amount not-to-exceed $196,560 for the initial term of one year, with the option to extend by two additional one-year terms for a total amount not-to-exceed $589,680 (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 a Professional Services Agreement with TK Security, Inc. for the provision of unarmed, on-site security services.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with TK Security, Inc., for the provision of on-site security services at the Step-Up In Redlands Project Home Key facility, in an amount not-to-exceed $196,560 for the initial term of one year, with the option to extend by two additional one-year terms for a total amount not-to-exceed $589,680.

DISCUSSION:

In 2022, the City of Redlands was awarded a Housing and Community Development grant for permanent supportive housing known as Project Home Key. The project involved converting a hotel to 98 studio apartments for use by formerly unhoused people in the city of Redlands. The Project Home Key facility, known as Step Up In Redlands, currently houses 120 people and provides supportive services such as mental health counseling and medical services. The

original grant agreement included Step Up on Second, a nonprofit partner, to provide case management and property management services, which are still being provided at the site. With the City of Redlands being a partner in the State Project Home Key grant, the City is committed to providing safety to the residents at the housing site. The City has agreed to provide an onsite security presence at the facility, up to 24 hours daily, to assist in maintaining the desired atmosphere and activities at the facility. After the initial period, the City will reassess the need for full-time onsite security. Additionally, staff may reassess the times a security guard is necessary and adjust the schedule as needed during the term of the agreement.

In accordance with the City's procurement policies, a Request for Bid for unarmed, on-site security services was advertised on October 21, 2024. On November 4, 2024, the City Clerk received and opened thirty-one bids. Staff evaluated the bids for total price and minimum requirements, Good Guard under-bid by $94,936.32, excluding them as the lowest bid. The second lowest bid, Stanley Protection Solutions, Inc, was deemed non-responsive for not including the required three references. Staff carefully reviewed the third lowest bid, TK Security, Inc. TK Security, Inc. met all the bidding requirements and was deemed the apparent low bidder.

Company Name	Bid Amount
Good Guard Security, Inc., Riverside, CA	$119,828.16*
Stanley Protection Solutions, Douglasville, GA	$192,528.00**
TK Security, Inc., Porter Ranch, CA	$196,560.00
8 Sspaider Security, Inc., Reseda, CA	$197,812.80
American Global Security, Inc., Chatsworth, CA	$203,282.00
Sky Power Secure Solutions, Inc., Gardena, CA	$207,480.00
SafeRock, Mission Viejo, CA	$211,202.88
Scaife Protection Services, Lawndale, CA	$213,608.64
Contact Security, Inc., Brea, CA	$214,976.16
Brapga Security Systems, Inc., San Bernardino, CA	$220,369.00
A&A Security Group, Chatsworth, CA	$221,709.60
IronGate Private Security, Inc., San Bernardino, CA	$224,952.00
Palisades Security Management, Grand Terrace, CA	$226,161.60
Esprit De Security Services, Inc., Gardena, CA	$227,088.00
Triton Global Services, Inc., Ontario, CA	$227,236.80
M4 Security Guard Services, Inc., Corona, CA	$239,962.80
Alltech Industries, Inc., Montebello, CA	$240,240.00

Allied International Security, Inc., Los Angeles, CA	$240,324.00
GSSI., Inc., Riverside, CA	$241,160.64
NEP-G Private Security, Riverside, CA	$243,526.08
Power Security Solutions, Murrieta, CA	$249,312.00
Public Security, Inc., Los Angeles, CA	$259,106.40
Absolute International Security, Inc., Irwindale, CA	$262,489.92
Southwest Patrol, Inc., Brea, CA	$262,668.00
Professional Security Consultants, Los Angeles, CA	$269,347.68
Sterling Enterprise, Redlands, CA	$271,684.32
ISMG, Rancho Cucamonga, CA	$285,585.60
USGI/Upland Group, Santa Ana, CA	$287,148.00
SJA Security, Beaumont, CA	$309,120.00
American Guard Services, Inc., Gardena, CA	$310,215.36
Delta Private Security, Redlands, CA	$45/hr***

*under bid, mathematical error
** deemed unresponsive - did not include required references
***only hourly rate provided

ALTERNATIVES:

City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

Supports Strategic Plan Priorities A - Quality of Life and B - Public Health and Safety

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
Dana Abramovitz-Daniel, Procurment Manager

PREPARED BY:
Nancy Felix, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY2024-25
Revenue Generating: N
Appropriation Required Y/N: N
Discussion:

The funding for this agreement is included in the FY2024/25 Homeless Solutions Division budget as part of the City's ongoing financial commitment to the Project Homekey property.

Attachments

Project Home Key Award Letter
Agreement
City Clerk Bid Opening

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov

March 14, 2022

Paul T Barich, Mayor
City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373

Andrew Meyers Abdul-Wahab, Chief Executive Officer
Shangri-La Industries, LLC
660 South Figueroa Street, Suite 1888
Los Angeles, CA 90017

Tod Lipka, President and CEO
Step Up on Second Street, Inc.
1328 Second Street
Santa Monica, CA 90401

Dear Paul T Barich, Andrew Meyers Abdul-Wahab and Tod Lipka:

RE: Award Announcement – Homekey Program
Notice of Funding Availability Fiscal Year 2021/2022, Round 2
City of Redlands, Shangri-La Industries, LLC, Step Up on Second Street, Inc. –
Redlands Good Nite Inn
Contract No. 21-HK-17166

The California Department of Housing and Community Development (Department) is pleased to announce that the City of Redlands, (Awardee) has been awarded a Homekey Round 2 award in the amount of $30,000,000. This letter constitutes notice of the designation of Homekey funds for the Awardee.

Awardees will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing.

Your Ambassador will be in communication with you to develop a standard agreement and confirm any documents needed to execute this contract.

Congratulations on your successful application. For further information, please contact Jason Blair, Homekey Program Manager, Program Design and Implementation Branch, at (916) 776-7671 or Jason.Blair@hcd.ca.gov.

Sincerely,

Jennifer Seeger
Deputy Director
Division of State Financial Assistance

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of unarmed security services ("Agreement") at Step Up In Redlands facility is made and entered in this 17th day of December, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and TK Security, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform unarmed security services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates David Rabindranath, Homeless Solutions 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 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Ninety Six Thousand Five Hundred Sixty Thousand Dollars ($196,560) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of One Hundred Ninety Six Thousand Five Hundred Sixty Thousand dollars ($196,560) for the first Extended Term; and One Hundred Ninety Six Thousand Five Hundred Sixty Thousand dollars ($196,560) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Five Hundred Eighty Nine Thousand Six Hundred Eighty Dollars ($589,680). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up

to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Sarik Kadri, Operations Manager TK Security, Inc. 10747 Reseda Blvd. Porter Ranch, CA 91326 info@tksecurityin.com Phone: 909-904-0093 Fax: 213-380-4511

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a

position specified in City's Conflict of Interest Code under Government Code section 87302.

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

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

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor

pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
, Mayor

TK SECURITY, INC.

By: _____
Sarik Kadri, Operations Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Holidays:

There are 14 recognized holidays: New Year's Day, Martin Luther King Day, Presidents Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the Friday after, Christmas Eve, and Christmas Day.

Post Orders: Assignment instructions for each post, whether a fixed location or roaming locations, must be adhered to in their entirety.

Pass Downs: Additional or special instructions by City of Redlands for posts on a temporary basis and must be adhered to in their entirety.

Security Guard-Site Specific Shift-Regular Time-Hourly Rate: For weekly scheduled security guard shift, M-F, excludes holidays.

Security Guard-Site Specific Weekend Shift Time-Hourly Rate: For weekly scheduled 19 hr. weekend security guard shift, Sat-Sun, excludes holidays.

Security Guard-Holiday-Hourly Rate: For **all** security guard shifts on City recognized holidays only.

Table: Holiday:

Only the listed City holidays are subject to any premium (overtime, etc.) rates.

DATE	EVENT
January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
March 31	Cesar Chavez Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday	after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

Monday-Sunday:	**Security**		**Total Hours**
	Start	End	
A Shift	08:00 (8am)	14:00 (2pm)	8
B Shift	14:00 (2pm)	00:00 (Midnight)	8
C Shift	00:00 (Midnight)	08:00 (8am)	8

Services Provided:

A) The Property, known as Step Up In Redlands, is located at 1675 Industrial Park Ave. Redlands, CA 92374

B) Provide a security "presence" through patrolling on foot throughout the property.

C) Security personnel shall call the designated FCS staff personnel to report any maintenance concerns or for miscellaneous questions.

D) Security personnel shall call the Redlands Police Department (depending on the incident) upon the observance of any illegal activity, vandalism, or suspicious or inappropriate behavior.

E) Restrooms are available at the property for security staff use.

F) Submit activity reports from the prior security shift within six hours.

G) Include any pertinent information or backup documentation with your reports.

H) Ensure that all reports are submitted prior to submission of the invoice.

I) **General:** Report immediately, verbally and or in writing as soon as practically possible taking safety into consideration; especially concerning issues that may require immediate action to avoid potential escalation. If possible, take photos of the observation or interaction and attach to email, text, pictures, and written reports.

J) **Safety, Injury, or Damage:** any impending, occurring, or potential hazards, incidents, or accidents that have harmed, are harming, or could likely harm persons, animals, plants, property, environment, or the like.

K) **Public Nuisances:** any observations of any public nuisances.

L) **Business Interactions:** any interactions with business owners and or persons.

M) **Work Performance Delays:** anything that is or could potentially delay or prevent work from being performed within the designated times and locations.

N) **Follow up Activities:** all action items from the above section, which may have been verbally reported, but a written report was not possible at the time; and all action items as required by City Representative.

NOTE: During breaks and meals, security service may be temporarily halted; however, the guard must return promptly to their post afterward.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and TK Security, Inc., (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to unarmed security services at the City's Step-Up in Redlands Facility (the "Work"), which said agreement, dated December 17, 2024, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Five Hundred Eighty Nine Thousand Six Hundred Eighty Dollars ($589,680) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( ) _____

EXHIBIT "C"

FEE SCHEDULE

Description	Unit	Hourly Rate
Security Guard – A Shift, M – F, hourly rate, as per all bid specifications	HOUR	$22.50
Security Guard – B Shift, M – F, hourly rate, as per all bid specifications	HOUR	$22.50
Security Guard – C Shift, M – F, hourly rate, as per all bid specifications	HOUR	$22.50
Security Guard – A Shift, WEEKEND Sat - Sun, hourly rate, as per all bid specifications	HOUR	$22.50
Security Guard – B Shift, WEEKEND Sat - Sun, hourly rate, as per all bid specifications	HOUR	$22.50
Security Guard – C Shift, WEEKEND Sat - Sun, hourly rate, as per all bid specifications	HOUR	$22.50
Security Guard – A Shift, Holiday Time, for any shift that begins or ends on a holiday as listed in the bid specifications	HOUR	$22.50
Security Guard – B Shift, Holiday Time, for any shift that begins or ends on a holiday as listed in the bid specifications	HOUR	$22.50
Security Guard – C Shift, Holiday Time, for any shift that begins or ends on a holiday as listed in the bid specifications	HOUR	$22.50

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.

TK SECURITY, INC.

By:_____ Date: _____

Sarik Kadri, Operations Manager

OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **4th day of November, 2024 at 10:00a.m.** on behalf of the Facilities and Community Services Department for **Unarmed Security Services at Step Up Supportive Housing Complex. FCS10182024DC.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Company Name		Bid Signed	Bid Amount
1	Good Guard Security, Inc.	Riverside	Yes	$119,828.16
2	Stanley Protection Solutions, Inc.	Douglasville, GA	Yes	$192,528.00
3	TK Security Inc.	Porter Ranch	Yes	$196,560.00
4	8 SSPAIDER SECURITY INC.	Reseda	Yes	$197,812.80
5	American Global Security, Inc.	Chatsworth	Yes	$203,282.00
6	Sky Power Secure Solutions, Inc.	Gardena	Yes	$207,480.00
7	SafeRock	Mission Viejo	Yes	$211,202.88
8	Scaife Protection Services	Lawndale	Yes	$213,608.64
9	Contact Security, Inc.	Brea	Yes	$214,976.16
10	Brapga Security Systems, Inc.	San Bernardino	Yes	$220,369.00
11	A&A Security Group	Chatsworth	Yes	$221,709.60
12	IronGate Private Security, Inc.	San Bernardino	Yes	$224,952.00
13	Palisades Security Management	Grand Terrace	Yes	$226,161.60
14	Esprit De Security Services, Inc.	Gardena	Yes	$227,088.00
15	Triton Global Services, Inc.	Ontario	Yes	$227,236.80
16	M4 Security Guard Service Inc.	Corona	Yes	$239,962.80
17	Alltech Industries Inc.	Montebello	Yes	$240,240.00
18	Allied International Security, Inc.	Los Angeles	Yes	$240,324.00
19	GSSI, Inc.	Riverside	Yes	$241,160.64
20	NEP-G PRIVATE SECURITY	Riverside	Yes	$243,526.08
21	Power Security Solutions	Murrieta	Yes	$249,312.00
22	Public Security Inc.	Los Angela	Yes	$259,106.40
23	Absolute International Security, Inc.	Irwindale	Yes	$262,489.92
24	Southwest Patrol Inc.	Brea	Yes	$262,668.00
25	Professional Security Consultants	Los Angeles	Yes	$269,347.68
26	Sterling Enterprise	Redlands	Yes	$271,684.32
27	ISMG	Rancho Cucamonga	Yes	$285,585.60
28	USGI/Upland Group	Santa Ana	Yes	$287,148.00
29	SJA Security	Beaumont	Yes	$309,120.00
30	American Guard Services, Inc.	Gardena	Yes	$310,215.36
*31	DELTA PRIVATE SECURITY	Redlands	Yes	$45/hr.

***Only Hourly Rate Provided**

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Jocelynn Butters; Don Craw

City Council Meeting **L. 4.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the California Department of Housing and Community Development (HCD) Encampment Resolution Funding Program (ERF-3) grant award in the amount of $5,341,800, authorizing the City Manager or his designee to execute the grant agreement and related program documents, and authorize an additional appropriation of $5,341,800 (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to accept the award of $5,341,800, and authorize the City Manager or his designee to execute the grant agreement and related program documents;

2. I move to authorize the additional appropriation of $5,341,800 as shown in the staff report.

3. I move to approve the limited-term positions as described in the staff report for the Homeless Solutions Division with a term for each not-to-exceed two years.

RECOMMENDATION:

Staff recommends that the City Council accept the grant award of $5,341,800, from the California Department of Housing and Community Development (HCD) for the Encampment Resolution Funding Program, authorize the City Manager or his designee to execute the grant agreement and related program documents, and authorize the additional appropriation of $5,341,800. Staff further recommends the approval of the limited term positions as described in the staff report below with a term for each not to exceed 2 years.

DISCUSSION:

In January 2024, Governor Gavin Newsom announced a significant $300 million initiative aimed at addressing homelessness by assisting individuals living in encampments to transition into safe and stable housing. This funding reflects California's ongoing commitment to reducing homelessness and supporting vulnerable populations across the state. As part of this initiative, the City of Redlands received over $5.3 million through the Encampment Resolution Fund (ERF-3) grant. These funds will focus on addressing homelessness and creating sustainable pathways to housing within Redlands. The program will specifically target approximately 100 homeless individuals currently residing in encampments along major transportation corridors, including the Interstate 10 and 210 freeways, Highway 38, and the Santa Ana River basin. Services offered under this program include street outreach, shelter provision, housing navigation, rapid rehousing, permanent housing placements, and temporary accommodations through hotel vouchers.

The majority of the grant funds will be allocated to local nonprofit organizations, which will act as subcontractors to deliver critical services aligned with the program's goals. This approach leverages the expertise of community-based organizations to ensure efficient and effective service delivery. Upon the City Council's formal acceptance of the grant, staff will prepare detailed agreements with these subcontractors for future Council approval. In addition to funding service delivery, a portion of the grant will be used to bolster the City's Homeless Solutions Division by hiring dedicated personnel, including:

- Two full-time outreach workers (the grant will provide two years of additional funding for existing positions)
- One limited-term lead outreach worker
- One limited-term outreach worker
- One full-time Management Analyst
- Two limited-term maintenance workers

These roles are designed to provide on-the-ground support, facilitate program coordination, and maintain areas impacted by encampments.

The proposed budget spans the next three years, ensuring a sustained impact through structured resource allocation. This investment is expected to not only help individuals secure housing but also contribute to the broader goal of reducing visible homelessness and improving public spaces. The table below shows the proposed budget for the grant funds over the next three years:

Description	Estimated Amounts
Staffing: Funding for two existing outreach workers and one additional limited-term Community Outreach Worker: Field-based street outreach and collaboration with community partners. One limited-term Lead Community Outreach Worker: Provide field-based outreach oversight. One full-time Management Analyst: Administration, tracking, and support for grant-funded agreements and services. Two limited-term Maintenance Workers: Homeless encampment cleanups.	$1,023,700
Subcontractor Outreach and Engagement Services	$875,000
Emergency Shelter Beds; Motel Interim Housing	$1,274,500
Delivery of Permanent Housing (Security Deposits, Rental Subsidies)	$1,368,600
Subsidy to Project Homekey Site (provides permanent supportive housing, case management to 30 persons from prioritized encampment area)	$50,000
Services Coordination	$750,000
Total Grant Award	$5,341,800

The Encampment Resolution Fund reflects a growing recognition of the need for targeted, data-driven solutions to homelessness. The program prioritizes addressing immediate needs while working toward long-term stability for individuals. Redlands' participation highlights the importance of localized approaches, combining state funding with community-based execution to maximize impact.

This initiative is an opportunity for Redlands to demonstrate how effective coordination and sustained funding can mitigate homelessness and improve the quality of life for all residents.

ALTERNATIVES:

City Council may elect not to approve the agreement to accept the grant funding and provide alternative direction to staff.

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

PREPARED BY:
Nancy Felix, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	5341800
Budgeted Y/N:	N
Account No.:	200120

Discussion:

Funding for the services outlined in the staff report will be provided by the grant. An additional appropriation in the amount of $5,341,800 is necessary to allocate the grant funds to the program.

Attachments

ERF-3 Award Letter
ERF 3 HCD
Additional Appropriation

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

September 27, 2024

David Rabindranath
Homeless Solutions Manager
City of Redlands
35 Cajon St, Suite #222
Redlands, CA 92373

RE: ERF Award Announcement – City of Redlands
#24-ERF-3-R-100029 Award Amount: $5,341,800.00

Dear David Rabindranath:

This award is under a media and public announcement embargo until publicly released by the California Department of Housing and Community Development (HCD) or otherwise notified by HCD staff.

HCD is pleased to announce that the City of Redlands has been awarded an Encampment Resolution Funding award for their application under ERF Round 3R, Window 2 in the amount of $5,341,800.00.

Awardees will be able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing.

HCD intends to issue a Standard Agreement within 90 days of receipt of the documentation required to execute this contract. A program representative will be in communication with you to discuss and confirm any documents needed.

Congratulations on your successful application. For further information, please contact Jeannie McKendry at jeannie.mckendry@hcd.ca.gov or HPDhomelessnessgrants@hcd.ca.gov.

Sincerely,

Megan Kirkeby
Deputy Director, Housing Policy Development Division

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-ERF-3-R-100029	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

City of Redlands

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

4/15/2029

3. The maximum amount of this Agreement is:

$5,341,800.00 (Five Million Three Hundred Forty One Thousand Eight Hundred Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	General Terms and Conditions	GTC 4/2017
Exhibit D	ERF General Terms and Conditions	11
Exhibit E	Special Terms and Conditions	2
	TOTAL NUMBER OF PAGES ATTACHED	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Redlands

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
35 Cajon St Suite #222	Redlands	CA	92373

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-ERF-3-R-100029	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Housing and Community Development			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street, Suite 400	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
	Contract Services Section Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)		

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. ERF was amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Department of Housing and Community Development ("HCD") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been three rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 3 of the ERF Program ("ERF-3-R"). For this Standard Agreement, ERF-3-R is synonymous with "ERF" or "Program" and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits ("Agreement") is entered into by HCD and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability ("NOFA") dated November 27, 2023, under which the Grantee applied, the representations contained in the Grantee's application, HCD guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

As stated in the NOFA, the Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition 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. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

EXHIBIT A

3. **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code section 50250, Subdivisions (a) – (m);

A. "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022–23.

B. "Agency" means the Business, Consumer Services, and Housing Agency.

C. "Applicant" means a continuum of care or local jurisdiction.

D. "Continuum of Care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

E. "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

F. "County" includes, but is not limited to, a city and county.

G. "Department" means the California Department of Housing and Community Development.

H. "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021–22.

I. "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

J. "Local Jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

K. "Program" means the Encampment Resolution Funding program established pursuant to this chapter.

L. "Recipient" means an applicant that receives grant funds from HCD for the purposes of the program.

M. "State right-of-way" means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

EXHIBIT A

"Grantee" is "a Continuum of Care or a Local Jurisdiction that receives grant funds from HCD for the purposes of the program. Grantee is synonymous with "Recipient."

"Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must expend and obligate the funds by the statutory deadlines set forth in this Exhibit A.

4. **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in Exhibit A.2, the Program's objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.

Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, HCD guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Payment Provisions.

Grantees are expected to be close partners with HCD. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in Exhibit D.4, Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in Exhibit A.6, Effective Date, Term of Agreement, and Deadlines.

EXHIBIT A

Grantees shall complete a Final Work Product (as detailed below in Exhibit A.6.D) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, HCD will make Technical Assistance available.

HCD maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and HCD's discretion in making these determinations are absolute and final.

5. **HCD Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grant Program Design Section Chief or the Grant Program Design Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the HCD Contract Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, HCD shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to HCD and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing and Community Development	City of Redlands
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon Street, Suite 400 Sacramento, CA, 95811	35 Cajon St Suite #222 Redlands, CA 92373
CONTRACT COORDINATOR:	Jeannie McKendry	David Rabindranath
PHONE NUMBER:	(916) 490-9589	(909) 761-5196
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov Jeannie.McKendry@hcd.ca.gov	drabindranath@cityofredlands.org

EXHIBIT A

The Department reserves the right to change their HCD Contract Coordinator, designee, contract administering entity, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the HCD grant's general email box at HPDHomelessnessGrants@hcd.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to the HCD Contract Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment.

6. **Effective Date, Term of Agreement, and Deadlines**

A. This Agreement is effective upon execution by HCD, which includes signature from the Grantee and HCD. This is indicated by the HCD provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.

B. Performance shall start no later than 30 days, or on the express date set by HCD and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, HCD, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.

C. Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.

D. This Agreement will terminate on April 15, 2029.

Grantees shall submit a Final Work Product by April 1, 2028. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by HCD.

HCD will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by April 15, 2029.

Grantees are expected to continue performing until April 15, 2029. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

E. Expenditure and Obligation Deadlines:

EXHIBIT A

1) Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2025.

2) Grantees that have not obligated 100 percent of their Program funds by June 30, 2025, shall submit an alternative disbursement plan to HCD for approval no later than July 30, 2025. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.

3) Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by HCD.

4) All Program funds (100 percent) shall be expended by June 30, 2027. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Payee**

Name: City of Redlands Amount: $5,341,800.00

2. **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

A. Request for Funds Form ("RFF")

B. STD 213 Standard Agreement form and Exhibits A, B, D and E

C. STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3. **Disbursement of Funds**

ERF will be disbursed to the Grantee in one allocation upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.

The RFF must include the proposed eligible uses and the amount of funds proposed to be expended.

4. **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted, approved budget. HCD reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted budgets.

A. **Budget Changes**

1) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. HCD may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

EXHIBIT B

HCD reserves the right to amend or adjust this process as necessary.

2) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by HCD so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by HCD's Grant Program Design Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grants Program Design Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from HCD as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in Exhibit D.6, Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change shall be submitted to HCD for prior approval.

B. **Eligible Uses**

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2, Purpose.

Eligible uses and activities include, but are not limited to, the following:

Rapid Rehousing: Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

Operating Subsidies: Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

EXHIBIT B

Street Outreach: Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.

Services Coordination: Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support: Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

Delivery of Permanent Housing: Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

Prevention and Shelter Diversion: Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

Interim Sheltering: Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

Improvements to Existing Emergency Shelters: Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

5. **Ineligible Costs**

EXHIBIT B

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2, Purpose.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD at an amount and timeframe determined by HCD.

An expenditure which is not authorized by this Agreement, or by written approval of HCD, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to HCD by the Grantee at an amount and timeframe determined by HCD.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution.

Unless expressly approved by HCD in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

EXHIBIT D

ERF GENERAL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. **Termination of Agreement**

HCD may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, violation of any federal or state laws; or withdrawal of HCD's expenditure authority as described in Exhibit D, Breach and Remedies. Violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within 30 days of HCD's specified date of termination.

B. **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D.12, Special Conditions – Grantees/Subgrantee or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. **Grantee's Application for Funds**

Grantee submitted a standardized budget to HCD as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application, or any approved modification or addition thereto is untrue, incorrect,

incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. **Reporting, Evaluation, and Audits**

A. **Reporting Requirements**

1) Timing and Format of Reports.

Grantee is required to provide HCD or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by HCD at least 90 days prior to the first reporting deadline. HCD may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

2) Required Data

Grantees will be required to provide, at minimum:

- Outreach and service path data at the anonymized, individual level.
- Current housing status of persons served in the aggregate.
- Status of funding as presented in the HCD approved, standardized budget.
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use HCD supplied funding codes.

HCD's discretion in identifying which information shall be included in these reports is final. Grantees shall also report information in the form and manner required by HCD. Failure to comply will be considered a breach.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

EXHIBIT D

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to HCD, in addition to any data reported through local Homeless Management Information System, as required by HCD for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB 977, located at Welfare and Institutions Code section 8256(d).

3) HCD usage of Reports

Pursuant to HSC Section 50254(b)(4), HCD may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

4) Failure to Report

If the Grantee fails to provide any such report, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. **Evaluation**

1) At HCD's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, HCD will contract a third party to complete the evaluation.

2) Grantees are expected to be close partners with HCD for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of successes or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with HCD, or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by HCD or its designee.

3) For the purpose of evaluation, HCD 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.

EXHIBIT D

4) Grantees 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 by the Grantee or subgrantee.

5) Grantees shall notify HCD and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.

6) All terms and conditions that apply to reporting similarly apply to evaluation.

C. **Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

1) The audit shall be performed by an independent certified public accountant.

2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.

3) The Grantee is responsible for the completion of audits and all costs of preparing audits.

4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within 90 days from the date of the audit finding report.

5. **Inspection and Retention of Records**

A. **Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested within 30 days of a written request.

EXHIBIT D

The Grantee agrees to give HCD 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, HCD guidance or directives, and this Agreement.

B. **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A 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.

C. Public Records Act

The grantees' final ERF-3-R application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. **Breach and Remedies**

A. **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

1) Grantee's failure to comply with the terms or conditions of this Agreement.

2) Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.

3) Any failure to comply with the deadlines set forth in this Agreement.

B. **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

EXHIBIT D

1) Conduct program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.

2) Bar the Grantee from applying for future ERF funds.

3) Revoke any other existing ERF award(s) to the Grantee.

4) Require the return of any unexpended ERF funds disbursed under this Agreement.

5) Require repayment of ERF funds disbursed and expended under this Agreement.

6) Require the immediate return to HCD of all funds derived from the use of ERF.

7) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

8. **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law.

EXHIBIT D

Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

EXHIBIT D

D. Representatives of a County: A representative of a County serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the County.

10. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

A. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1) The dangers of drug abuse in the workplace.

2) Grantee's policy of maintaining a drug-free workplace.

3) Any available counseling, rehabilitation, and employee assistance program.

4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

B. Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1) Will receive a copy of Grantee's drug-free policy statement, and

2) Will agree to abide by terms of Grantee's condition of employment or

EXHIBIT D

subcontract.

11. **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

EXHIBIT D

4) Agree to include and enforce all the terms of this Agreement in each subcontract.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCD upon request.

14. **Inspections**

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. HCD reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

EXHIBIT D

B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest bearing accounts.

2. Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate ERF-specific funding sources and project codes in HMIS).

3. Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System, in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act. For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council or HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

4. Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD. Grantee will report to HCD on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.

5. Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

EXHIBIT E

6. HCD maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Per HSC Section 50252.1(d), HCD has authority to:

   A. Monitor grantee performance.

   B. Require a grantee not meeting goals to accept technical assistance from the Department.

   C. Limit the allowable uses of program funds for a grantee that is not meeting goals.

7. Grantees will be provided reasonable notice and HCD's discretion in making these determinations are absolute and final.

8. **Non-Bond Funded**

   The Department represents that the intent of Exhibit D.1.B, Sufficiency of Funds is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in the Encampment Resolution Funding Program, Round 3 Notice of Funding Application dated November 27, 2023, for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D.1.B, Sufficiency of Funds once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 12/17/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: CM- Homeless Solutions

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Salaries	200120	5001	TBD	$ 1,023,700.00
Special Program Expenditures	200120	6708	TBD	$ 4,318,100.00
			$	$ 5,341,800.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grants	200120	4401	TBD	$ 5,341,800.00
			$	$ 5,341,800.00

JUSTIFICATION: Acceptance of the ERF-3 grant funds from the Department of Housing and Community Development (HCD) for the Encampment Resolution Funding Program to support the Homeless Solutions Division operations.

Requested By: Christopher Boatman
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **L. 5.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the 2025-2026 Community Development Block Grant Program Year proposed project listing, and authorization for submittal of the 2025-2026 Cooperating City Recommended Projects Form to the County of San Bernardino Community and Housing Division (Development Services Director Desatnik)

MOTION(S):

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

I move to direct staff to prepare the 2025-2026 Community Development Block Grant Program Cooperating City of Recommended Projects Form and submit to the County of San Bernardino Community Development and Housing Division.

RECOMMENDATION:

Staff recommends the City Council approve the following funding requests for the projects listed below based on an evaluation and analysis of all the applications submitted, received and deemed eligible for the 2025-2026 Community Development Block Grant (CDBG) Program Year beginning on July 1, 2025:

No.	Provider	Project/Program	Amount
1	Sylvan Park Rehabilitation Project - City of Redlands	Restroom Replacement & ADA Sidewalk Improvements	$265,386.16
2	Family Service Association of Redlands	Housing and Food Assistance	$ 9,340
3	Boys & Girls Club of Greater Redlands - Riverside	Family Strengthening	$ 9,340
4	YMCA of the East Valley	Legal Aid Services	$ 9,340
5	Partners Against Violence	Supportive Services for Victims of Violence	$ 9,340
6	Girls on the Run	Youth Services	$ 9,340

DISCUSSION:

The County of San Bernardino (County) released the annual CDBG Notice of Funds Availability (NOFA) to the public on Tuesday, September 24, 2024, for the 2025-2026 CDBG Program Year that begins July 1, 2025. The NOFA solicited applications from eligible non-profit public service agencies (PSAs) as well as applications for other CDBG activities such as capital improvement projects (CIPs) for funding consideration by the City Council. (Attachment A)

The County establishes each participating city's annual allocation based on the most current U.S. Census statistics for poverty, overcrowded housing conditions and population. The estimated allocation for Redlands Fiscal Year (FY) 2025-2026 is $311,347, which represents a decrease of $22,794 from the prior FY award. Each year this allocation is an estimate subject to change dependent upon federal appropriations and the final allocation to the County's CDBG Participating Cities Program from the Department of Housing and Urban Development (HUD). The County limits the number of total allowable projects that each participating city can fund annually. Redlands annual CDBG allocation is limited to funding a maximum of nine (9) total projects with a maximum cap of 15% of the total allocation awarded to eligible PSA projects. For the FY 2025-2026 Program Year, Redlands has one (1) CIP project and five (5) eligible PSA projects for a total of six (6) projects. (Attachment B)

In response to this year’s NOFA, the County received a total of eight (8) applications for Redlands, of which five (5) are eligible PSAs, one (1) eligible City CIP and two (2) PSA applications were deemed ineligible by the County. The total funding requests for eligible applications was $433,370, of which $350,000 for the City CIP and $83,370 for the PSAs. The County determines eligibility based on their consistency with CDBG National Objectives and the strategies and goals of the Consolidated Plan. A list of all applications received with a brief description of the proposed CDBG project is attached to this report (Attachment C).

Staff is recommending funding the City CIP for the Sylvan Park Restroom Replacement and ADA Improvements Project (Project), which includes replacement of an existing restroom that is beyond its useful life, full ADA accessible amenities, and the installation of an ADA compliant sidewalk that allows for access to the playground, a large picnic area as well as the restroom. Recommending funding for this Project is $265,386.16, which includes $736.16 in unprogrammed funds (Attachment C).

Further recommendations include funding all five (5) of the eligible PSA applications. A comprehensive eligibility analysis was completed for all PSA applications received. Four (4) of the PSA's have a history of providing services to the residents of the City and are consistent with previous Council CDBG funding priorities, have demonstrated the ability to successfully meet project objectives and perform the administrative obligations of the CDBG program. One (1) PSA application for Girls on the Run is a new CDBG applicant to provide youth services and is recommended for approval.

While there is no minimum award for PSA projects, administration of a CDBG project, which is the responsibility of City staff, can be very time-intensive. For this reason, the City Council previously determined a minimum award of $7,500. The City does not receive any portion of the CDBG award to administer the program, thereby making it a general fund expense. Staff is recommending all five (5) of the awards in the amount of $9,340, which meets the minimum funding award threshold; their services are eligible, align with the funding priorities of the City Council as well as with the CDBG National Objectives. (Attachment C)

The City's 2025-2026 final funding recommendations will be included in the 2025-2026 Annual Action Plan prepared by the County and presented to the County Board of Supervisors during a public hearing to be held in March 2025. Once approved, the 2025-2026 Annual Action Plan will be submitted by the County to HUD prior to the May 15, 2025, deadline. Once the County's 2025-2026 Annual Action Plan is approved by HUD, the City will be notified of the award, at which time a staff report and resolution will be presented on a future City Council date for proposed acceptance of the grant award and approval of the resolution. The approved 2025-2026 CDBG Funding would then become available to awardees on July 1, 2025.

ALTERNATIVES:

The City Council may elect not to approve the funding recommendations and provide alternative funding recommendations within the funding thresholds described in this report. However, electing not to submit the 2025-2026 Cooperating City Recommended Projects Form to the County by the January 7, 2025, deadline may result in a loss of the CDBG funding for Fiscal Year 2025-2026 and could result in a reduction of or loss of funding in future years.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Tricia Munoz, Development Services/Management Analyst

Fiscal Impact

Discussion:
There is no impact on the General Fund with approval of this item.

Attachments

Attachment A - NOFA
Attachment B - Funding Form
Attachment C - Project Applications List

SAN BERNARDINO COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING (CDH)

NOTICE OF FUNDING AVAILABILITY (NOFA)
FOR THE
PROGRAM YEAR 2025-26 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

San Bernardino County, as a direct recipient of federal Community Planning and Development (CPD) funds from the United States Department of Housing and Urban Development (HUD), announces the availability of funding for the Community Development Block Grant (CDBG) program for the 2025-26 Program Year. These funds are designated to support projects that provide decent housing, create suitable living environments, and expand economic opportunities, particularly for low- to moderate-income individuals and communities.

The County seeks applications from eligible entities, including cities and nonprofit organizations, capable of delivering public services or capital improvement projects that align with the goals outlined in the County's HUD Five-Year Consolidated Plan.

For the 2025-26 Program Year, beginning on July 1, 2025, the County anticipates receiving approximately $2.6 million in CDBG funds. These funds are available for use in Participating Cities under the County's CDBG program. To be eligible, projects must meet one of the three HUD national objectives:

1. Benefit low- to moderate-income persons.
2. Address or eliminate slums and blight.
3. Address urgent community needs, such as natural disasters.

The following cities and surrounding communities are part of the County's CDBG Participating Cities Program: Adelanto, Barstow, Big Bear Lake, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Redlands, Twentynine Palms, Yucaipa, and Yucca Valley.

Applicants from these cities are encouraged to apply for funding. Examples of eligible activities include:

- **Public Service Activities**: such as senior services, health services, legal services, and employment training.
- **Capital Improvement Projects**: including infrastructure improvements, neighborhood facilities, and special needs facilities.

HOW TO APPLY

Applications for CDBG funding will be available starting Tuesday, September 24, 2024. Guidelines and instructions can be found on the Community Development and Housing website: https://cdh.sbcounty.gov/community-development-and-housing-department/nofas-notices-rfps/. The deadline for submitting applications is **Tuesday, October 29, 2024, by 4:00 P.M.**. Applications must be submitted through the online Web Application Management System (WAMS): https://sbc.hdsoftware.net/login. Any applications received after the deadline will not be accepted.

For any questions regarding the CDBG application process or to request assistance due to a disability, please contact Bryan Anderson, Supervising Analyst, by phone at (909) 501-0625 or via email at Bryan.Anderson@cdh.sbcounty.gov. San Bernardino County is committed to complying with the Americans with Disabilities Act (ADA) and will provide reasonable accommodations upon request to ensure equal access to all applicants.

NOTE

The following cities are not part of the County's CDBG Participating Cities Program: Chino, Chino Hills, Fontana, Hesperia, Ontario, Rancho Cucamonga, Rialto, San Bernardino, Upland, Victorville, and the Town of Apple Valley. These cities are direct recipients of federal HUD funding. Interested applicants in these cities should contact the respective city for application details.

COUNTY OF SAN BERNARDINO
Community Development and Housing Department

Attachment "B"

2025-2026 Community Development Block Grant (CDBG) Program
Cooperating City Recommended Projects Form

City [1]: City of Redlands **City Council Hearing Date [2]:** Tuesday, December 17, 2024

City's 2025-2026 Allocation (3): $ 311,347 **Public Service Limit (15%) [4]:** $ 46,702 **Available Unprogrammed Funds From Prior Years [5]:** $739.16

CDH Application Log # (6)	Project Title (* indicates project requires a "General Fund Guarantee") (7)	Public Service *YIN* (8)	Applicant's Requested Amount [9]	City's 2025-2026 Recommended Allocation Amount (10)	Available Unprogrammed Funds to Commit to Activity (11)	Public Service Amount (12)	Activity Total (13)
REDL25CN-016	Sylvan Park Restroom Replacement & ADA Improvements	N	$ 350,000	$ 264,647.00	$ 739.16	$ -	$ 265,386.16
REDL25PS-018	Family Service Association of Redlands - Housing & Food Assistance	Y	$ 15,000	$ 9,340	$ -	$ 9,340	$ 9,340.00
REDL25PS-023	Boys and Girls Club - Family Strengthening	Y	$ 10,000	$ 9,340	$ -	$ 9,340	$ 9,340.00
REDL25PS-033	Girls on the Run - Youth Services	Y	$ 10,000	$ 9,340	$ -	$ 9,340	$ 9,340.00
REDL25PS-039	Victims of Violence - Supportive Services	Y	$ 38,370	$ 9,340	$ -	$ 9,340	$ 9,340.00
REDL25PS-053	YMCA of the East Valley - Legal Serivces	Y	$ 10,000	$ 9,340	$ -	$ 9,340	$ 9,340.00
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
		Totals [14]	**$ 433,370**	**$ 311,347.00**	**$ 739.16**	**$ 46,700.00**	**$ 312,086.16**

Public Service Calculation [15]:

Public Service Limit: $ 46,702 **Less Total Public Service Activity Amount:** $ 46,700.00 **Amount Available to Program to Public Service Activities:** $ 2

Remaining Balance of Unprogrammed Funds [16]: $ -

Authorized City Representative [17]: _____ _____
Signature **Date [18]**

General Fund Guarantee Certification [19]

For Third-Party capital improvement activities, the City understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program.

☐ YES *The City agrees to enter into a "General Fund Guarantee" in order for the County to recommend activity funding.*

San Bernardino County
Department of Community Development and Housing
2025-26 CDBG Project Proposals

Attachment "C"

Location	Applicant	Application #	Project Title	Amount Requested	Comments	Eligible: Yes/NO
Redlands	Tricia Munoz, Management Analyst 35 Cajon Street, Suite 20 Redlands, CA 92373 tmunoz@cityofredlands.org 909-335-4755 ext. 9	REDL25CN-016	Redlands: Sylvan Park Restroom Replacement and ADA Improvements Project	$350,000.00	Construction project - City of Redlands will manage installation of approximately 11,865 sq ft of ADA compliant sidewalk to allow for access to the Zanja drainage channel pathway, connect existing restroom concrete areas with existing, playground concrete areas and allow access to a large park picnic area. Project will also include replacement of current restrooms with ADA compliant restrooms at Sylvan Park, City of Redlands. Restrooms and Park Pathways will benefit the community's 8,510 residents of which 6,190 are of low-to moderate-income. Federal Davis-Bacon Wage Rates may increase costs.	Yes
Redlands	Kyra Stewart, Executive Director 612 Lawton Street Redlands, CA 92374 kyra@redlandsfamilyservice.org 9097932673	REDL25PS-018	Redlands: Housing and Food Program - FSA of Redlands	$15,000.00	Public Service - Family Service Association of Redlands (FSA of Redlands), under contract with the City of Redlands, will provide housing case management services and emergency food to approximately 150 low-and moderate-income persons in the City of Redlands. Public Services are limited to low-and moderate-income persons and require documentation of at least 51% of the persons served are from are low- to moderate-income households. Also, should FSA of Redlands receive an increase in funding allocation a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This contractor will provide increased units of service. This activity was funded in previous years (less than 12 months) and is a continuing activity.	Yes
Redlands	Michael Wells, Chief Executive Director Boys & Girls Club of Greater Redlands - Riverside 1251 Clay St. Redlands, CA, 92374 grants@bgcie.org 909-798-4599	REDL25PS-023	Redlands: Boys and Girls Club - Family Strengthening Program	$10,000.00	Public Service - The Boys and Girls Club of Redlands-Riverside, under contract with the City of Redlands, will provide a Family Strengthening Program that will include food, counseling services, and referrals to other needed resources to approximately 2,100 low-and moderate-income persons in the City of Redlands. Public Services are limited to low-and moderate-income persons and require documentation of at least 51% of the persons served are from are low- to moderate-income households. Also, should The Boys and Girls Club of Redlands-Riverside receive an increase in funding allocation a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This contractor will provide increased units of service. This activity was funded in previous years (less than 12 months) and is a continuing activity.	Yes

San Bernardino County
Department of Community Development and Housing
2025-26 CDBG Project Proposals

Location	Applicant	Application #	Project Title	Amount Requested	Comments	Eligible: Yes/NO
Redlands	Molly Widdicombe, Council Director Girls on the Run Inland Empire P.O. Box 21044 Riverside, CA 92516 mollywiddicombe@girlson the run.org (951) 394-3141	REDL25PS-033	Redlands: Girls on the Run	$10,000.00	Public Service - Girls on the Run, under contract with the City of Redlands, will provide a 8-10 week program for approximately 40 girls ages 8-14 from low-to moderate-income households to empower themselves, improve physical activity, adopt healthy behaviors, boost their confidence, and develop positive connections by creating a 5K run event. Public Services are limited to low-and moderate-income persons and require documentation of at least 51% of the persons served are from are low- to moderate-income households. Since this is a new request for CDBG funding, if Girls on the Run - Colton has other funding sources currently identified to fund the program, a quantifiable increase in the level of service or a new additional service is required in order to be eligible for CDBG funding. CDBG funds cannot replace another funding source. If the program is new and has no other sources currently identified to date then an increase in services is not required.	Yes
Redlands	Cassandra Black, Associate Director of Operations Partners Against Violence 444 N. Arrowhead Ave, Ste. 101 San Bernardino, CA 92401 Cassandra.b@partnersav.org 909-885-8884	REDL25PS-039	Redlands: Supportive Services for Victims of Violence - PAV	$38,370.00	Public Service - Partners Against Violence (PAV), under contract with the City of Redlands, will provide outreach, counseling, and crisis intervention to approximately 110 victims of abuse and domestic violence within the City of Redlands. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. Battered and abused spouses are a presumed 51% low-to moderate-income population. However, documentation is still required. Also, should PAV receive an increase in funding allocation a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This contractor will provide increased units of service. This activity was funded in previous years (less than 12 months) and is a continuing activity.	Yes

San Bernardino County
Department of Community Development and Housing
2025-26 CDBG Project Proposals

Location	Applicant	Application #	Project Title	Amount Requested	Comments	Eligible: Yes/NO
Redlands	Brandi Collato, Chief Executive Officer YMCA of the East Valley 500 E. Citrus Avenue Redlands, CA 92373 bcollato@ymcaeastvalley.org 909-798-9622 ext. 7107	REDL25PS-053	Redlands: YMCA of the East Valley - Legal Services	$10,000.00	Public Service - The YMCA of the East Valley, under contract with the City of Redlands, will provide legal services to approximately 600 low-and moderate-income persons in the City of Redlands. Public Services are limited to low- and moderate-income persons and require documentation of at least 51% of the persons served are from are low- to moderate-income households. Also, should YMCA of the East Valley receive an increase in funding allocation a quantifiable increase in the level of service or a new additional service is required in order to continue to be eligible for CDBG funding. This contractor will provide increased units of service. This activity was funded in previous years (less than 12 months) and is a continuing activity.	Yes

San Bernardino County
Department of Community Development and Housing
2025-26 CDBG Project Proposals

Location	Applicant	Application #	Project Title	Amount Requested	Comments	Eligible: Yes/NO
Redlands	Sami Durham, Executive Director Outdoor Journeys, Inc 4650 Jenks Lake Road E Angelus Oaks, CA 92305 sami@outdoorjourneys.org 909-251-5020	REDL25CN-015	Redlands: Outdoor Journeys - Camp Nawakwa Renovations	$32,000.00	Ineligible Construction Project - Outdoor Journeys (non-profit) is asking City of Redlands for funds to repair one generator, replace one generator, replace three water heaters, renovate indoor meeting space cabin, and grade the road into Camp Nawakwa in Angeles Oaks. This Camp is a recreation camp for Los Angeles, Riverside, San Bernardino, San Diego & Orange Counties. The CDBG National Objective of Area Benefit (City of Redlands) to low-and moderate-income persons has not been shown to be met.	No
Redlands	Janelle Martin, CEO/COO Stronger Together Now 330 N D St Suite 506 San Bernardino, CA 92401 Team@stnie.org 213-595-8735	REDL25PS-028	Redlands: Stronger Together Now - Basketball Tournaments	$74,000.00	Ineligible Project - Stronger Together Now focuses on monthly basket ball tournaments at local schools and gyms in the Inland Empire for people of all ages to pay for their Sports Director, referees, and winners. The CDBG National Objective of benefiting low-and moderate income persons or households has not been met.	No

City Council Meeting **L. 6.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8643 determining that a proposed mixed-use development on an approximately 3.15-acre site located at the northeast corner of Stuart Avenue and Eureka Street is exempt from Measure 'U' (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8643 and find that the proposed mixed use project near the Downtown Redlands train station qualifies for exemption from Measure 'U'.

RECOMMENDATION:

On November 12, 2024, the Planning Commission reviewed the application and unanimously recommended that the City Council determine that the proposed project qualifies for exemption from Measure 'U.'

DISCUSSION:

A) Background

Project Site: The proposed development site consists of approximately 3.15 net acres located at the northeast corner of Eureka Street and Stuart Avenue (Attachment A). The project site is currently vacant except for a transformer in the southeast portion of the site.

Measure "U": The citizen-sponsored initiative measure from 1997 commonly known as Measure “U” was an amendment to the Redlands General Plan to implement certain growth management principles. Measure U is 17 pages long and includes special findings that must be made before a high-density residential project in the High Density Residential land use classification may either: a) exceed 18 dwelling units per acre, however, in no case may exceed 27 dwelling units per acre; and b) exceed two stories high or 35 feet in height. Measure U, by its own provisions, recognizes that certain types of development or projects may be determined to be exempt from those provisions of

the Redlands General Plan established by Measure U, including five “Special Categories of Development” specifically listed in the measure. Among the Special Categories of Development, Measure U provides a specific exemption that states, “Development directly related to proposed Metrolink stations in the City of Redlands, including one at the University of Redlands.”

Redlands Passenger Rail: For more than two decades, the City has planned cooperatively with the San Bernardino County Transportation Authority, other local public authorities, and private interests to establish a Metrolink rail line, Arrow passenger rail line, and train stations to serve the citizens, employees, and visitors in Redlands. On June 19, 2012, the City Council adopted Resolution No. 7173 determining that the creation of a General Plan “Transit Village Overlay” land use classification was exempt from Measure 'U' to promote the development of high density residential and non-residential uses within walking distance of Metrolink stations to reduce vehicular usage, improve air quality, provide health benefits, and provide economic development opportunities, among other public benefits. These actions laid the foundation for the General Plan Update adopted on December 5, 2017, that included the Transit Villages Concept as a central theme and strategy for more than 100 Policies and Actions contained in the new 2035 General Plan.

City Council Resolution No. 7173: The language in Measure U does not provide any specific guidance as to how to interpret the meaning of the phrase "directly related" to Metrolink stations. Because of this, on June 19, 2012, the City Council adopted Resolution No. 7173 determining that establishment of the "Transit Village Overlay" land use classification was exempt from Measure U in accordance with category D as "development directly related to proposed Metrolink stations in the City of Redlands, including one at the University of Redlands." This would promote the development of high-density residential and non-residential uses within walking distance of Metrolink stations. The resolution stated that this exemption would promote the development of high density residential uses within walking distance of Metrolink stations and had the objective of reducing the use of motor vehicles, improving air quality, providing health benefits, and providing economic development opportunities, among other public benefits.

A) Proposed Project

At this time, this application is limited to reviewing the proposed development project for exemption from Measure 'U' (Attachment B). This application for Measure 'U' exemption is not subject to the California Environmental QualityAct (CEQA) according to CEQA Guidelines Section 15060 because it will not result in a direct or reasonably foreseeable indirect physical change in the environment. Formal environmental evaluation of the associated development project will occur after the development application has been deemed to be complete.

Project Description: The proposed project is a mixed-use development with a total of 85 apartments and 7,686 square feet of ground-floor commercial space on 3.15 acres. The development is up to four stories high and characterized as garden-style apartments designed in a California Contemporary architectural style. Commercial suites would be located at the street intersection of Eureka St./Stuart Ave. and along the Stuart Avenue frontage. Residential units would be distributed throughout the site and upper floors, and arranged around landscaped courtyards.

The proposed development features an integrated and cohesive architectural design in which

residential units are interconnected by elevated and ground-level pedestrian walkways, blending indoor and outdoor spaces. Other project features include 53 off-street parking spaces inside two ground-level parking garages, provision of a public access walkway extending across the site between Ruiz Street and Stuart Avenue, a private community room, on-site landscaping, frontage improvements, and the reconfiguration of easements along Eureka Street and Stuart Avenue.

General Plan: According to the General Plan land use map (Attachment D), the project site is designated 'Transit Village' which represents areas to be developed with mixed-use, transit-oriented development. Furthermore, the site is within the Transit Village Overlay Zone representing a half-mile radius around the downtown train station. The proposed development, combining residential and commercial uses, is consistent with this designation.

Zoning: According to the Redlands zoning map (Attachment E), the site is in the "Village Center (VC)" district of the Transit Villages Specific Plan (TVSP). The Village Center district applies to parcels immediately surrounding the three train stations. In this zone, new buildings are allowed to reach an average height of four stories and are mixed-use (i.e., retail/commercial and residential uses within the same building or site), all residential use, or all commercial uses. Residential units within a mixed-use development having a commercial component are Permitted by right in this district (subject to Commission Review & Approval).

Development Review Process: The applicant has submitted a Development Application for the project, including a request for a Commission Review & Approval permit (which is now being processed), and will be scheduled for future review by the Planning Commission after the application has been accepted as Complete and has been reviewed by staff.

B) Request for Exemption from Measure "U"

The applicant is requesting a determination that the proposed project is exempt from the provisions of Measure 'U.' The City Council may determine whether a proposed project is exempt from Measure 'U,' which includes provisions specifically exempting certain categories of development under Section 2, Part B (Exemptions), the text of which is provided below. The applicant is requesting the exemption pursuant to category D on the basis that the development is "directly related" to the adjacent Downtown Redlands Metrolink station.

> Special Categories of Development.
> The provisions of this initiative measure shall not apply to the following:
>
> A. New individual infill construction of single family homes on existing lots of record bounded by developed property as of March 1, 1997;
>
> B. Rehabilitation, remodeling or additions to existing single family residential structures;
>
> C. Reconstruction or replacement of any uses to the same density, intensity and classification of use as existed on the Effective Date, including legal non-conforming uses;
>
> D. Development directly related to proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;
>
> E. New development projects subject to the Downtown Specific Plan 45, upon a four-fifths(4/5ths) vote of the total authorized membership of the City Council; and

F. Special, temporary or occasional uses of public streets including parades, local sporting and cultural events, graduation ceremonies, approved school activities and other occasional public gatherings.

C) Evaluation of Measure 'U' Exemption Request

As recommended by staff, the Planning Commission and City Council have evaluated the previous three Measure U exemption requests, pursuant to the Category D exemption, based on the following two criteria:

1. The project site is located within one-quarter (1/4) mile of a transit station and a clear pedestrian route is available from the project site to the transit station.

This criterion is useful for the evaluation of these requests as a 1/4 mile radius covers areas that are within a 5-minute walking distance from the transit station. The 1/4 mile radius is utilized in the City's General Plan to define a "mixed use core" around a passenger rail station as an area with the potential for the highest development intensity and ability to support transit ridership. Sites within a one-quarter mile of a rail station have been shown to have significantly higher rates of using trains or transit to commute to and from work destinations, due to the convenience of its location and transit stops. Some households within these types of transit-oriented multi-family residential developments may choose to not own any automobiles.

The project site is located across Stuart Avenue from the Redlands - Downtown Metrolink station (direct pedestrian access available along the public sidewalk on Eureka Street) and is a short walking distance away from the station platform. The maximum length of the pedestrian route, measured from the opposite side of the development site to the platform, is roughly 550 feet, which is substantially less than one-quarter mile (1,320 feet).

2. The project provides residential units at a density of a minimum of 20 units/acre.

This criterion is useful for the evaluation of these requests as, consistent with the objectives identified in City Council Resolution No. 7173 described above, increased density around a passenger rail station facilitates walkable neighborhoods that are less automobile-dependent and promotes transit ridership, which in-turn reduce the use of motor vehicles and improve air quality. The residents within the units will also support the nearby commercial, retail, and restaurant uses found in the downtown area, providing economic development opportunities also as identified in Resolution No. 7173. Greater amounts of pedestrian activity also enhance the sense of safety in the area by having more presence and activity on the street.

The project includes 85 dwelling units on a 3.15-acre site, which exceeds 20 units per acre. The TVSP/VC district of the TVSP does not have any limitations on density, but rather uses form-based development standards, such as building setbacks and height, that place limitations on building location and size.

ALTERNATIVES:

1. The City Council may continue the item and direct staff to address any issues or bring back additional information; or

2. The City Council may continue the item and direct staff to prepare findings for denial of the request.

STRATEGIC PLAN:

The proposed project would be consistent with the strategic objective for Economic Vitality under Priority A, Quality of Life:

- Implement policies and programs to expand the City's affordable housing opportunities.
- Encourage redevelopment efforts in the transit corridor (i.e. University Village and mall site).

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Kevin Beery, Senior Planner

Fiscal Impact

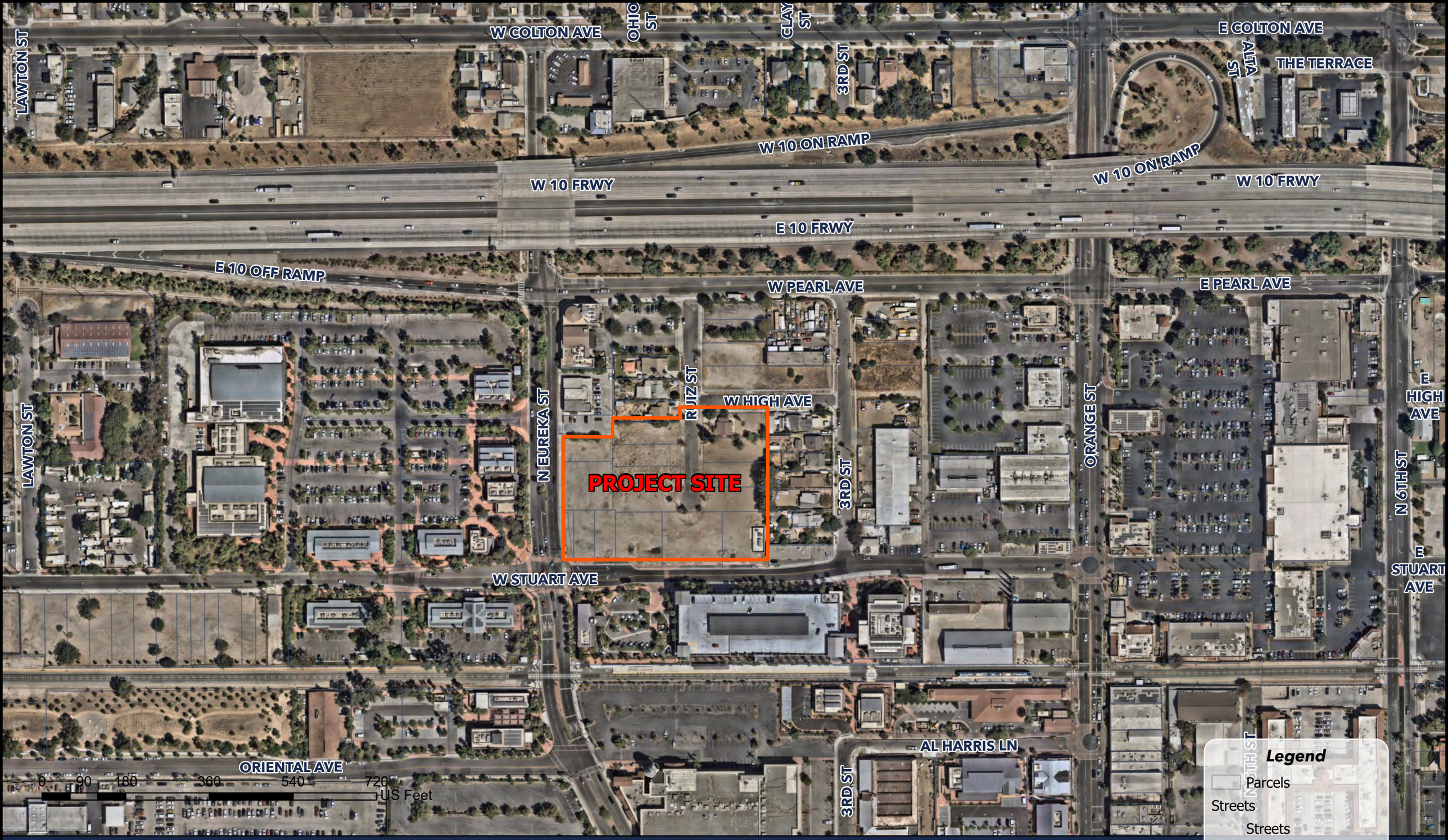
Fiscal Year:	24-25
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

No fiscal impact. The applicant paid the applicable application filing fees.

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: Measure U Exemption Application
Attachment C: Site Plan and Rendering
Attachment D: General Plan Land Use Map
Attachment E: Zoning Map
Attachment F: City Council Resolution No. 7173
Attachment G: Resolution 8643



City of Redlands

Measure 'U' Exemption No. 4 – Location Map

Author: Redlands GIS **Date:** 2024-10-15

SUPPLEMENTAL APPLICATION FORM
FOR MEASURE 'U' EXEMPTION

1. Certain provisions of the City's General Plan established by the voter-approved initiative Measure 'U' are inapplicable to certain types of development proposals. To assist the City in determining which General Plan provisions apply, check type(s) of exemptions requested and complete and submit associated forms. This application may not be deemed complete by law, or otherwise, until the determination is made on the applicability of all requested exemptions.

☐ New individual infill construction of single family homes on existing lots of record bounded by developed property as of March 1, 1997;

☐ Rehabilitation, remodeling or additions to existing single family residential structures;

☐ Reconstruction or replacement of any uses to the same density, intensity and classification of use as existed on the Effective Date, including legal non-conforming uses;

☑ Development directly related to proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;

☐ New development projects subject to the Downtown Specific Plan 45, upon a four-fifths (4/5ths) vote of the total authorized membership of the City Council;

☐ Special, temporary or occasional uses of public streets including parades, local sporting and cultural events, graduation ceremonies, approved school activities and other occasional public gatherings.

Exemptions from Traffic and Socio-Economic Study Requirements Only.

☐ Development projects that directly further the primary institutional purposes of churches, hospitals, schools (including private schools and universities), and organizations such as the YMCA and YWCA, on sites held by such entities as of March 1, 1997, are exempt from the traffic level of service requirements and the requirement for a socio-economic study established by this initiative measure so long as such development projects are either 1) non-residential in character, or 2) provide only dormitory, staff housing or senior congregate care facilities for those exempt entities.

2. Provide written justification explaining how your application will meet the criteria of the requested exemption. Attach separate page(s) if more space is needed.

The proposed project is within a 1/2 mile of the Metrolink Train Station located at 101 W. Stuart Ave.

REDLANDS
SEP 26 2024
ONE STOP PERMIT CENTER

PLANT SCHEDULE 1ST FLOOR

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE
TREES			
	COR FLO	Cornus florida / Flowerng Dogwood	24" box
	EUC CIT	Eucalyptus citriodora / Lemon Scented Gum	36" Box
	MAG LIT	Magnolia grandiflora 'Little Gem' / Little Gem Dwarf Southern Magnolia	24" box
	PAR DES	Parkinsonia x 'Desert Museum' / Palo Verde	24" box
	PIN CAN	Pinus canariensis / Canary Island Pine	36"box
	PLA RAC	Platanus racemosa / California Sycamore	24" box
	ULM EM2	Ulmus prcpinqua 'JFS-Bieberich' / Emerald Sunshine® Elm	24" box
	WAS ROB	Washingtonia robusta / Mexican Fan Palm	15` BTH
GROUND COVERS			
	CAR PAN	Carex pansa / California Meadow Sedge	sod
LANDSCAPE AREAS			
	1ST FLO	1st Floor Planting Area / See Plant Palette This Sheet	.
	DG	Decomposed Granite	.
	PLNTPOT	Planter Pot / Diameter as noted	.
	PRIVATE	Private Door Yard	.
	PATHWAY	Permeable Pavers	

IRRIGATION STATEMENT

The irrigation system for street-level landscape will be serviced by a new dedicated irrigation water meter and point of connection. Irrigation at the 2nd and 3rd floor planter pots will be serviced by the domestic water service line and will incorporate backflow prevention equipment. The irrigation design will consist of low volume point source drip irrigation in ground level planter areas, low volume bubblers at in planter pots, and surface bubblers at trees. The system will include a smart irrigation controller with weather sensing capabilities to automatically adjust duration of application based on current evapotranspiration data. Maximum water allowance will be determined by State MWELO code. Irrigation stations shall be separated by hydrozones - areas with similar watering needs and microclimates.

PLANTING STATEMENT

The landscape plant palette consists of low and medium water use shrubs, perennials, trees, and ornamental grasses that are considered low maintenance, long lived, and hardy. Choice of plants is guided by considerations of solar exposure and climate conditions of the site.

Plant design varies in form, texture and color. Informal plant forms and textures balance the geometric shapes of planting areas and planter pots. Planting design takes ease of maintenance into consideration by minimizing the following: plant material that may attract pests/disease, that drop extreme amounts of litter, or with a mature size larger than the space provided for growth. Selected plants are considered non-toxic to people and pets.

The streetscape tree canopy will primarily be a bosque of medium-sized deciduous Palo Verde shade trees, interspersed with a few groupings of Mexican Fan Palms and Eucalyptus to interrupt the horizontal shade canopy and to reference plantings across the street. Trees will be anchored with large boulders at vehicular and pedestrian entries into the interior of the site, and planted with an understory of native grasses and perennials that grow to a maximum height of 2'.

1st floor courtyards and paseo space will be planted with naturalistic groves of Canary Island Pine and Sycamore trees, and the two existing pine trees on site will remain in place. Understory plantings will display varying forms, textures, and shades of green to create a lush, calming atmosphere and to invite gathering and relaxing.

All planted areas shall be properly amended with organic compost and fertilizer per recommendations of a horticultural soils report, compacted and finish graded prior to planting. A pre-emergent herbicide will be used in ground level planting areas to control weeds. All landscape areas will be top dressed with a 3-inch depth of bark mulch (no shredded Redwood). Shrubs and ground covers will be no less than 1-gallon size. Trees will be no less than 24" box size.

As all on-site parking will be located within parking garages, parking lot shade requirements are not applicable.

1ST FLOOR LANDSCAPE PLAN

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

1ST FLOOR UNDERSTORY

Type	Botanical Name	Common Name	HxW	Container Size	Mature Size	CA Native?	Evergreen?	Use?
Shrub	*Berberis repens*	Creeping Oregon Grape	2'x3'	5 gallon	3 years	X	X	X
Shrub	*Carpenteria californica 'Elizabeth'*	Bush Anemone	4'x4'	5 gallon	3 years	X	X	X
Shrub	*Mahonia 'Soft Caress'*	Soft Caress Mahonia	3'x3'	5 gallon	3 years		X	X
Shrub	*Pinus mugo mugo*	Dwarf Mugo Pine	2'x4'	5 gallon	5 years		X	
Groundcover	*Fragaria californica*	Wild Strawberry	1'x3'	1 gallon	1 year	X		X
Shrub	*Lantana montevidensis*	Lantana	1'x3'	1 gallon	1 year		semi	X
Groundcover	*Sarcococca ruscifolia*	Sweet Box	2'x6'	1 gallon				
Groundcover	*Symphoricarpos albus*	Creeping Snowberry	2'x6'	1 gallon	2 years		X	
Groundcover	*Trachelospermum jasminoides*	Star Jasmine	2'x6'	1 gallon	2 years	X		X
Annual/Perennial	*Lobularia maritima*	Sweet Alyssum	1'x1'	6" pot	2 years		X	
Perennial	*Heuchera spp.*	Coral Bells	1'x2'	1 gallon	1 year		X	
Perennial	*Liriope muscari 'Isabella"*	Dwarf Lily Turf	1'x1'	1 gallon	1 year			
Fern	*Polystychum munitum*	Sword Fern	3'x4'	5 gallon	1 year		X	
Vine	*Calystegia macrostegia*	Island Morning Glory	30'	5 gallon	7 years	X	X	X
Vine	*Distictis buccinatoria*	Trumpet Vine	30'	5 gllon	7 years		X	
Vine	*Lonicera hispidula*	California Honeysuckle	climbing	5 gallon	2 years	X		X
Vine	*Vitis californica 'Roger's Red'*	Wild Grape	climbing	5 gallon	2 years	X		

STREETSCAPE UNDERSTORY

Type	Botanical Name	Common Name	Mature Size HxW	Container Size	Time to Mature Size	CA Native?	Evergreen?	Low Water Use?
Grass	Agrostis pallens	San Diego Bent Grass		sod	1 year	X	X	
Grass	Bouteloua gracilis 'Blond Ambition"	Blue Grama	1'x1'	1 gallon	1 year	X	semi	X
Grass	Carex pansa	California Meadow Sedge	8"	1 gallon	1 year	X	X	
Grass	*Carex tumulicola*	Foothills Sedge	2'x2'	1 gallon	1 year	X	X	X
Grass	*Juncus patens*	California Gray Rush	2'x2'	1 gallon	1 year	X	X	X
Grass	*Muhlenbergia rigens*	Deer Grass	4'x4'	1 gallon	1 year	X		X
Perennial	*Achillea millefolium*	Common Yarrow	1'x1'	1 gallon	1 year	X		X
Perennial	*Engeron karvinskianus*	Santa Barbera Daisy	1'x3'	1 gallon	1 year		X	
Perennial	*Verbena hybrids*	Verbena	6"x2'	1 gallon	1 year		X	X
Perennial	*Salvia clevelandii 'Winnifred Gilman'*	California Blue Sage	3'x3'	1 gallon	1 year	X		X
Perennial	*Zauschneria californica*	California Fuchsia	1'x3'	1 gallon	1 year	X		X
Shrubs	*Ceanothus maritimus 'Frosty Dawn'*	California Lilac	3'x6'	5 gallon	3 years	X	X	X

SCHEMATIC DESIGN/PLANNING SUBMITTAL 2024-09-16
LANDSCAPE DEVELOPMENT PLANS

STUART + EUREKA

NE CORNER OF STUART AND EUREKA
REDLANDS, CA
PROJECT NUMBER: 23005.0

SHEET TITLE: 1ST FLOOR LANDSCAPE PLAN
SCALE: 1/16" = 1'-0"
DATE PRINTED: 9/3/2024

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YAMASAKI LANDSCAPE ARCHITECTURE
1223 HIGH STREET
AUBURN, CA. 95603
t: 530.885.0040

L1.10

VIEW @ ADJACENT PROPERTY ON EUREKA 16

VIEW OF EUREKA ENTRANCE DRIVEWAY 08

VIEW @ STUART AVE & EUREKA ST 04

VIEW @ ADJACENT PROPERTY ON STUART 15

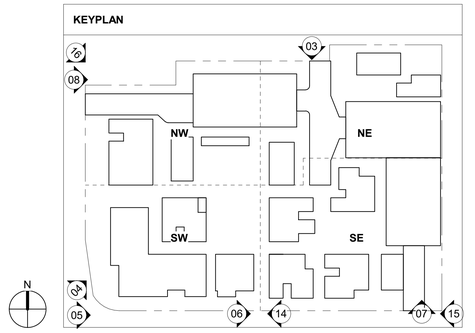
VIEW OF STUART ENTRANCE DRIVEWAY 07

VIEW OF RUIZ ENTRANCE DRIVEWAY & PASEO 03

VIEW OF STUART FACING WEST 14

VIEW OF STUART FACING EAST 06

VIEW OF STUART FACING EAST 05



SCHEMATIC DESIGN/PLANNING SUBMITTAL 2024-09-16

STUART + EUREKA

NE CORNER OF STUART AVE & EUREKA ST
REDLANDS, CA 92374
PROJECT NUMBER: 23005.0

BROOKS SCARPA

SHEET TITLE: 3D VIEWS

SCALE:

DATE PRINTED: 9/20/2024 6:21:58 PM

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BROOKS + SCARPA ARCHITECTS, INC.

3929 W. 139TH STREET
HAWTHORNE, CA. 90250
t: 323.596.4700

A0.04

VIEW @ DECK 16

VIEW OF RETAIL @ EUREKA 08

VIEW @ STUART AVE & EUREKA ST 04

VIEW @ DECK 15

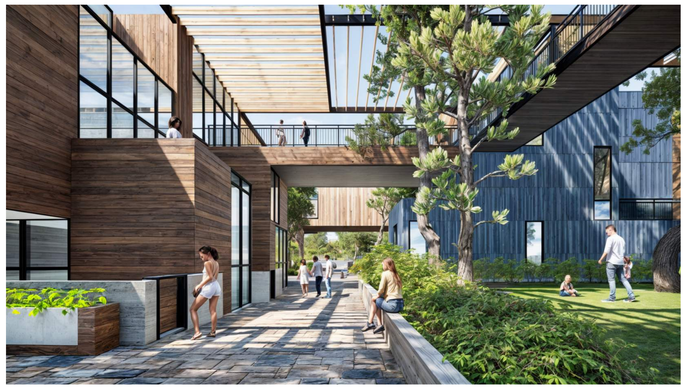
VIEW OF DRIVEWAY ENTRY @ STUART 07

VIEW OF PASEO & DRIVEWAY @ STUART 03

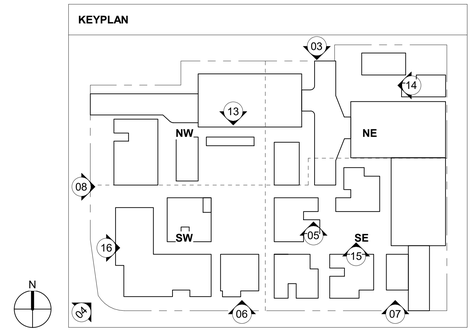
VIEW @ DECK 14

VIEW OF LOBBY ENTRY @ STUART 06

VIEW @ DECK 13



VIEW @ PASEO 05



SCHEMATIC DESIGN/PLANNING SUBMITTAL 2024-09-16

STUART + EUREKA

NE CORNER OF STUART AVE & EUREKA ST
REDLANDS, CA 92374
PROJECT NUMBER: 23005.0

BROOKS SCARPA

SHEET TITLE: 3D VIEWS

SCALE:

DATE PRINTED: 9/20/2024 6:21:59 PM

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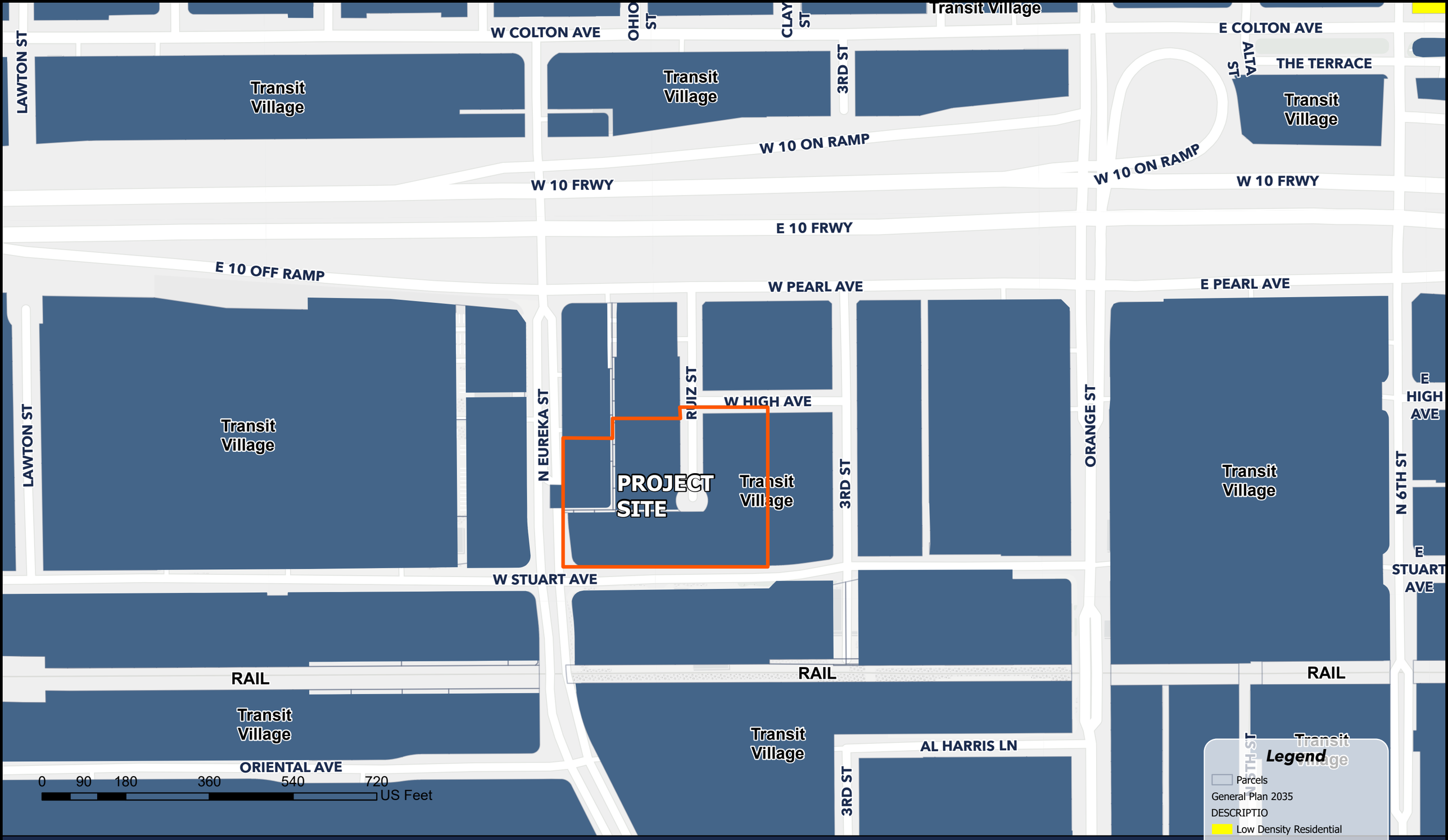


Legend

Parcels

General Plan 2035

DESCRIPTIO

Low Density Residential

DESCRIPTION

Transit Village

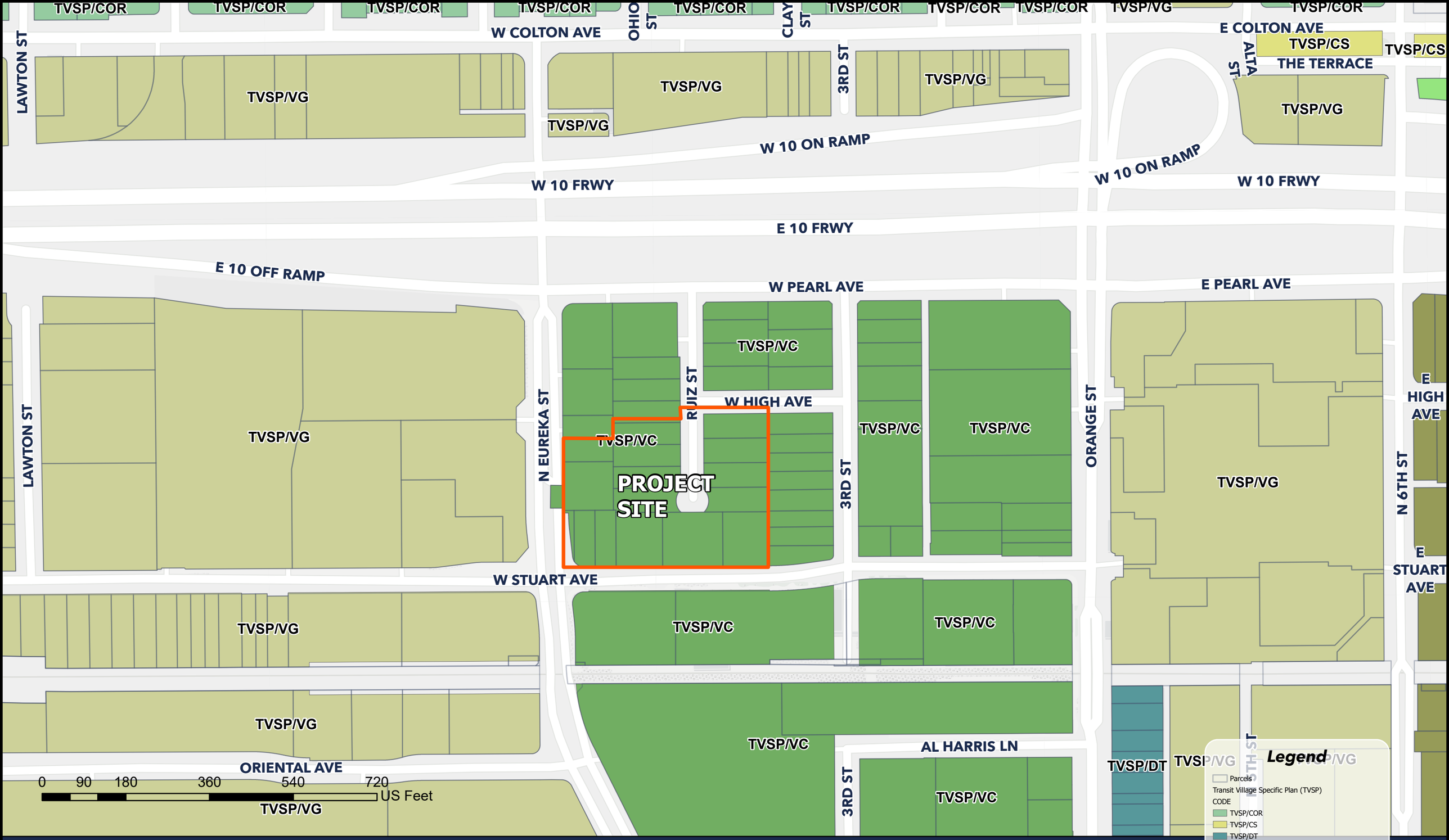
Streets

Streets

City of Redlands

Measure U Exemption No. 4 – General Plan Land Use Map

Author: Redlands GIS **Date:** 2024-10-15



City of Redlands

Measure U Exemption No. 4 – Zoning Map

Author: Redlands GIS **Date:** 2024-10-15

RESOLUTION NO. 7173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INTERPRETING THE PROVISIONS OF MEASURE "U," AN INITIATIVE ORDINANCE AMENDING THE CITY'S GENERAL PLAN, RELATING TO LAND USE CLASSIFICATIONS AND THE DEVELOPMENT OF METROLINK STATIONS

WHEREAS, on November 4, 1997, the voters of Redlands, approved Measure "U," an initiative ordinance of the people of Redlands to amend the City's General Plan by establishing principles of managed development; and

WHEREAS, the results of the election relating to Measure "U" were certified on December 2, 1997, and Measure "U" subsequently took effect on December 12, 1997; and

WHEREAS, Measure "U," by its own provisions, recognizes that the City Council of the City of Redlands (the "City Council") may, from time to time, find it reasonable or necessary to interpret, or resolve ambiguities within, Measure "U;" and

WHEREAS, Measure "U" further provides that when interpreting or resolving ambiguities of Measure "U," the City Council should do so in the manner which most vigorously and effectively accomplishes its purposes and operative provisions; and

WHEREAS, for almost two decades, the City has planned cooperatively with San Bernardino Associated Governments, other local public authorities, and private interests to establish a Metrolink rail line and Metrolink stations to serve the City of Redlands; and

WHEREAS, the provisions of Measure "U" recognize the importance of the development of the Metrolink rail line and Metrolink stations by exempting from its provisions "Development directly related to proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;" and

WHEREAS, to directly facilitate the development of Metrolink stations, City staff has determined it is appropriate and necessary for the City to establish a new General Plan "Transit-Village Overlay" land use classification to permit the development of high density residential and non-residential users within walking distance of Metrolink stations to reduce vehicular usage, improve air quality and provide health benefits, and provide economic development opportunities; and

WHEREAS, Section 1A.30 Principle Three of Measure "U" provides that "The density standards set forth in Paragraph 4.40, 'Residential Land Use Classifications,' of Section 4.0, Land Use Element, of the Redlands General Plan shall not be increased, and no new residential land use classifications shall be added, without a vote of the people;" and

WHEREAS, based upon the information provided by, and recommendation of, City staff, the City Council proposes to resolve the ambiguity arising, on one hand, from the recognition by Measure "U" of the importance of the development of Metrolink stations, and on the other hand,

the prohibition against adding new land use classifications to the City's General Plan which might be necessary for the development of such Metrolink stations, by determining that the proposed Transit-Village Overlay is exempt from the provisions of Measure "U" and thus does not run afoul of the Measure's provision against adding new land classifications without a prior vote of the people;

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

Section 1. The City Council hereby finds and determines that the above recitals are true and correct.

Section 2. The City Council hereby intends to resolve an ambiguity within Measure "U" by interpreting Measure "U" as exempting the establishment of a "Transit-Village Overlay" land use classification for the purposes of developing Metrolink stations from the prohibition of Measure "U" against adding new land use classifications to the General Plan without a vote of the people.

Section 3. The City Council hereby finds and determines that the adoption of this resolution is exempt from review and under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) because the City Council has determined that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ADOPTED, SIGNED AND APPROVED this 19th day of June, 2012.

Pete Aguilar, Mayor

ATTEST:

Sam Irwin, City Clerk

I, Sam Irwin, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was adopted by the City Council at a regular meeting thereof held on 19th day of June, 2012, by the following vote:

AYES:	Councilmembers Harrison, Bean, Foster, Gardner; Mayor Aguilar
NOES:	None
ABSTAIN:	None
ABSENT:	None

Sam Irwin, City Clerk

COUNCIL AGENDA ITEM K-2
COUNCIL MEETING OF **6/19/12**

REQUEST FOR COUNCIL ACTION

SUBJECT: CONSIDERATION OF ADOPTION OF RESOLUTION NO. 7173; INTERPRETATION OF MEASURE "U" RELATING TO THE LAND USE CLASSIFICATION AND THE DEVELOPMENT OF METROLINK STATIONS

MOTION:

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

"I move that the City Council adopt Resolution No. 7173."

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 7173.

DISCUSSION:

For almost two decades, the City has conducted planning efforts with the San Bernardino Associated Governments to extend Metrolink service from San Bernardino to the Redlands. The Redlands Passenger Rail Project continues to move forward with rail service expected to begin sometime around 2015-2017. Five (5) planned transit stations are proposed within the City; three stations within the first phase (New York Street, Downtown, and the University of Redlands). The second phase will provide stops at California Street and Alabama Street.

The benefits to bringing the Metrolink are numerous and include expanding and alternative travel options for commuters traveling from San Bernardino (and beyond) to Redlands; an improvement of travel time between these Cities along the I-10 Freeway;, a reduction in greenhouse gases; and compliance the State's reduction goal.

In order to implement transit-oriented development land use plans are being developed for the half mile radius surrounding each transit station, which will allow for mixed use and high density residential development. The land use designation is new and the requirements for these areas necessitate the formation of a new General Plan Land Use Designation; the "Transit Village Overlay."

Measure U:

Measure U was adopted by voter initiative in November of 1997 establishing Principals of Managed Development. Section 1A.30 Principal Three of Measure "U" provides that "the density standards set forth in Paragraph 4.40, 'Residential land Use Classification,'

of Section 4.0 Land Use Element, of the Redlands General Plan shall not be increased, and no new residential land use classifications shall be added, without a vote of the people;" However, Measure "U" also recognized the importance of the development of the Metrolink rail line and that Metrolink stations be exempt from its provision "Development directly related to proposed Metrolink stations in the City of Redlands, including one at the University of Redlands".

The ambiguity arising between these two provisions require that the City Council identify the importance of the Metrolink stations, and that adding a new land classifications to the City's General Plan is necessary for the development of the Metrolink stations. Thus, Resolution No. 7173 has been prepared for the Council's consideration. This Resolution will resolve the ambiguity and exempt Transit-Village Overlay from the Measure "U" provisions against adding a new land classification without a prior vote of the people.

CEQA:

This action has been found to be exempt from review under the California Environmental Quality Act pursuant to Section 15061 (b)(3). It has been determined that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Prepared by:

MANUEL BAEZA
Principal Planner

Recommended by:

N. ENRIQUE MARTINEZ
City Manager

Reviewed by:

OSCAR W. ORCI
Development Services Director

Reviewed by:

DANIEL J. McHUGH
City Attorney

RESOLUTION NO. 8643

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING THAT A PROPOSED MIXED-USE DEVELOPMENT ON APPROXIMATELY 3.15 ACRES AT THE NORTHEAST CORNER OF STUART AVENUE AND EUREKA STREET IS EXEMPT FROM THE GENERAL PLAN PROVISIONS ESTABLISHED BY MEASURE "U"

WHEREAS, on November 4, 1997, the qualified voters of the City of Redlands approved a citizen-sponsored initiative measure, commonly known as Measure "U," as an amendment to the Redlands General Plan to implement comprehensive growth management principles to preserve, enhance, and maintain the quality of life in the Redlands community; and

WHEREAS, Measure "U," by its own provisions, recognizes that certain types of development or projects may be determined to be exempt from those provisions of the Redlands General Plan established by Measure "U," including five "Special Categories of Development" specifically listed in the measure; and

WHEREAS, the City's development entitlement applications request an applicant to inform the City whether its proposed project qualifies for any of the exemptions of Measure "U" in order to assist the City in determining which Redlands General Plan provisions will be applicable to the project for determining first, whether the application is "complete" in accordance with section 65943 of the California Government Code and second, to identify the applicable Redlands General Plan provisions, and other City laws govern the City's subsequent processing of the project; and

WHEREAS, Balboa Park Properties, LLC has filed development entitlement applications with the City, including a Commission Review and Approval, for a four-story, 85-unit apartment complex with 7,686 square feet ground-floor commercial space and related site improvements on approximately 3.15 acres (the "Project"); and

WHEREAS, among the Special Categories of Development, Measure "U" provides a specific exemption for "development directly related to proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;" and

WHEREAS, for more than two decades, the City has planned cooperatively with the San Bernardino County Transportation Authority (formerly known as the San Bernardino Associated Governments), other local public authorities, and private interests, to establish a Metrolink rail line, Arrow passenger rail line, and train stations to serve the City; and

WHEREAS, on June 19, 2012, the City Council adopted Resolution No. 7173 determining that the creation of a General Plan "Transit Village Overlay" land use classification was exempt from Measure "U" to promote the development of high density residential and non-residential uses within walking distance of Metrolink stations to reduce vehicular usage, improve air quality, provide health benefits, and provide economic development opportunities, among other public benefits; and

WHEREAS, on December 5, 2017, the City Council adopted the Redlands General Plan which features the Transit Villages Concept as an organizing strategy around which more than one hundred "Principles and Actions" are designed to promote sustainable infill-development within a half-mile radius of the future train stations in Redlands; and

WHEREAS, on December 5, 2017, the City Council adopted the Climate Action Plan that provides policies and guidelines to enable the City's residents and businesses to operate effectively while reducing their environmental impacts from motor vehicle trips, electricity consumption/production, water use, and other effects from urbanized development; and

WHEREAS, the 2035 General Plan incorporates the Transit Villages Concept and seeks to encourage transit-oriented development that will reduce motor vehicle trips and vehicle miles traveled; reduce greenhouse gases emissions, improve air quality both within Redlands and regionally, promote infill development and discourage sprawl, preserve agricultural land within and around Redlands, protect open space and conservation areas around the periphery of the city, and preserve natural hills and scenic views around the periphery of the City; and

WHEREAS, on October 18, 2022, the City adopted the Transit Villages Specific Plan to fully implement the community's vision for compact, efficient, attractive, transit-oriented, environmentally-sustainable, and pedestrian-friendly urban form with higher density developments consistent with Redlands' historical character within approximately half-mile radius of the three future train stations in Redlands, including the new Metrolink platform and Arrow platform adjacent to the historic Santa Fe Depot at the Downtown Station location; and

WHEREAS, the proposed Project site is located across Stuart Avenue from the Redlands - Downtown Metrolink station and has pedestrian access along the public sidewalk on Eureka Street by a direct route which, measured from the opposite side of the proposed development site to the station platform, is roughly 550 feet, which is substantially less than a quarter-mile (1,320 feet); and

WHEREAS, the preliminary site plan for the proposed Project indicates the Project will be in substantial conformance with the design intent and pedestrian-orientation requirements contained in the draft Transit Villages Specific Plan for the preferred future buildout of the transit villages areas around the train stations, including the Project site; and

WHEREAS, on November 12, 2024, the Redlands Planning Commission held a public meeting and reviewed the application for Measure "U" Exemption related to the Project, considered the written staff report, testimony from staff and the applicant, and the public comments that were submitted and read into the public record; and

WHEREAS, on November 12, 2024, the Redlands Planning Commission determined that the requested Measure "U" Exemption is consistent with the intent and provisions of Section 2, Part B, subsection 2 (titled "Special Categories of Development") of Measure "U" for "Development directly related to proposed Metrolink stations in the City of Redlands, including one at the University of Redlands" and voted 7 to 0 recommending that City Council determine that the Project is exempt from Measure "U."

NOW, THEREFORE, 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 determines that the proposed Project (depicted in the preliminary Site Plan in Exhibit "A" attached hereto) is exempt from those provisions of the Redlands General Plan established by Measure "U," in accordance with the exemption provided for "Development directly related to proposed Metrolink stations in the City of Redlands, including one at the University of Redlands" contained in Section 2, Part B, subsection 2 (titled "Special Categories of Development") of Measure "U."

Section 2. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 17th day of December 2024.

_____

, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

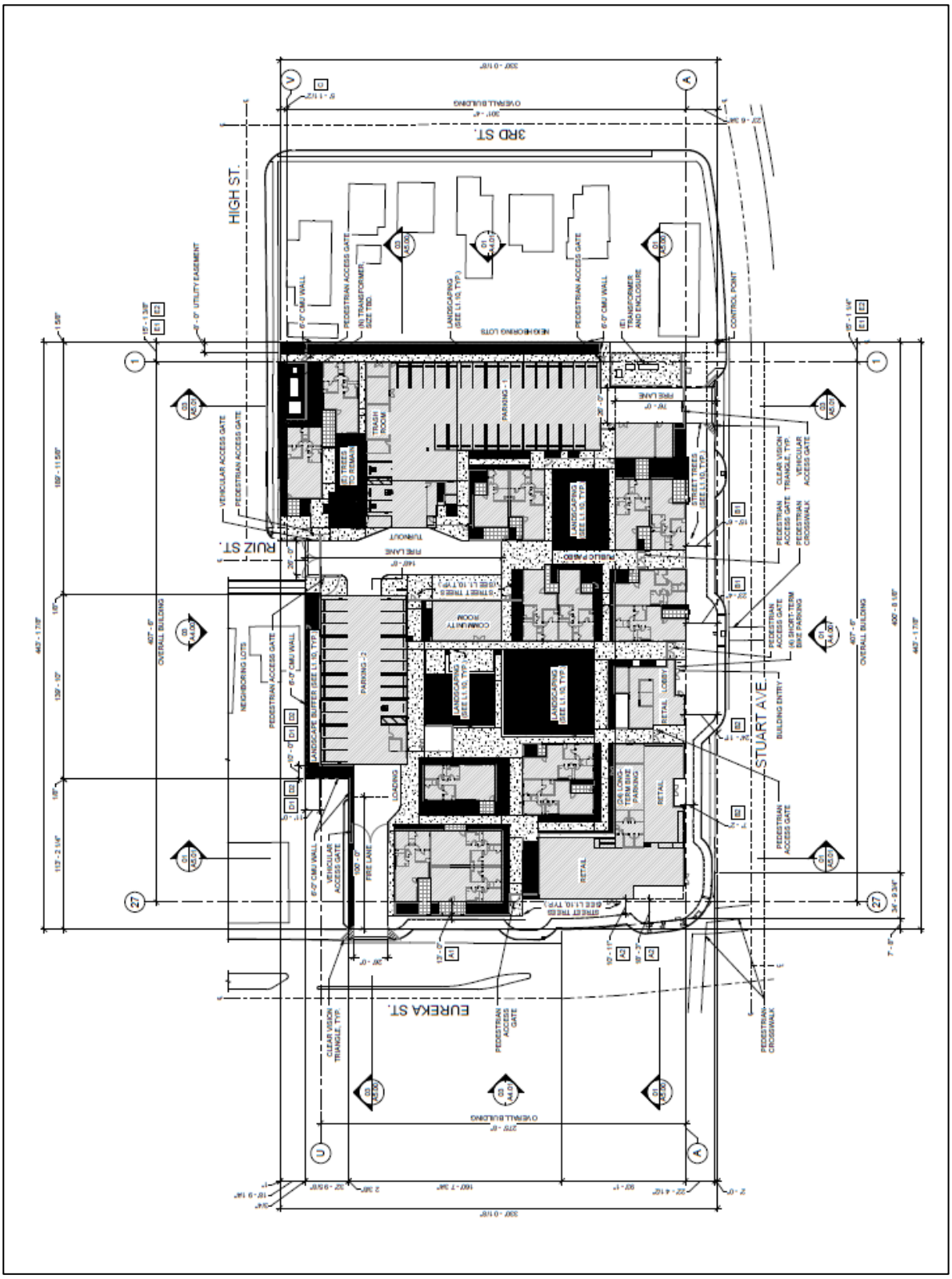
I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at the regular meeting thereof, held on the 17th day of December, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____

Jeanne Donaldson, City Clerk

EXHIBIT A
CONCEPTUAL SITE PLAN



City Council Meeting **L. 7.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with Activu Corporation for an amount not to exceed $257,779, for the purchase and installation of an audiovisual system for the City's Emergency Operations Center (EOC) as part of the grant-funded EOC Renovation Project (Fire Chief Sessler)

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 a Professional Services Agreement with Activu Corporation.

RECOMMENDATION:

Staff recommends the City Council approve a Professional Services Agreement with Activu Corporation for the purchase and installation of an audiovisual system as part of the grant-funded EOC Renovation Project.

DISCUSSION:

On April 18, 2023, the City Council approved the award of the FY22 Emergency Operations Center Grant for the City's EOC Renovation Project. The grant is designed to enhance emergency management and preparedness by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs, with a focus on addressing identified deficiencies and needs. Key renovations include optimizing the space for improved functionality, upgrading workspaces, IT/computer systems, and audiovisual equipment, and addressing facility enhancements. Priorities include replacing the EOC's aging rooftop HVAC units and roofing, as well as upgrading the audiovisual system. To meet the need for modernized audiovisual capabilities, staff conducted research on audiovisual

providers and identified Activu as the best option. The Activu EOC Visualization System provides a comprehensive solution for improving situational awareness and decision-making. It integrates multiple data sources into a centralized platform, displaying critical information on large video walls or connected devices. This system allows users to manage, share, and control visual data in real-time, fostering better team collaboration. With its open, flexible architecture, the Activu system can distribute a common operating picture across various locations, including conference rooms, mobile devices, and remote offices, ensuring key personnel have access to crucial information wherever they are. Activu's Visability software further enhances team collaboration with a streamlined interface. Using Commercial-off-the-Shelf (COTS) hardware, Visability allows operators to control connected display areas from any Windows-based device, easily managing and manipulating content—known as "sources"—within the control room and sharing it beyond, to conference rooms, supervisor offices, and mobile devices.

Activu Visability software is exclusively developed by Activu Corporation and only available to direct purchasers. It is not sold through any distribution networks, and no authorized resellers exist for integration, support, troubleshooting, or repair services for Activu’s software or systems. After thorough research on audiovisual systems suitable for the Emergency Operations Center (EOC), staff has determined that Activu Visability is the most responsive and responsible choice to effectively address the needs of the City of Redlands EOC. This solution not only meets the technical requirements but also aligns with the city's commitment to ensuring efficient and effective operations in critical situations. For these reasons, staff is seeking approval for this purchase as a sole-source procurement.

ALTERNATIVES:

The City Council may opt not to award the contract to Activu and instead provide staff with alternative direction.

STRATEGIC PLAN:

Priority B - 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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: 2024-2025
Revenue Generating: N
Appropriation Required Y/N: N
Discussion:

The total cost for the EOC Visualization System Upgrade Project is $257,779. However, there is no fiscal impact associated with approving the Professional Services Contract with Activu, as the project is funded through a grant.

Attachments

Sole Source Form

Activu PSA

Exhibit A - Scope of Work

Exhibit D - Contract Provisions for Non-Federal Contracts Under Federal Awards

---

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 11/5/24

TO: Purchasing Division

FROM: Bruni Reyes, Management Analyst

Purchase Requisition # _____

Estimated Total Cost: $ 257,779

Proposed Vendor: Activu

Request Term: _____

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

■ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

■ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

■ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

3. Was an evaluation of other equipment, products, or services performed?
☐ Yes ■ No
If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Bruni Reyes 11/5/2024
Prepared by Date

Department Director 11/5/24
Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

The Activu Vis|ability software is uniquely crafted by Activu Corporation and is exclusively accessible to the end users who purchase it directly. Activu does not engage in reselling this software or its integrated systems through any distribution networks. Additionally, there are no trained or licensed resellers authorized to provide integration, support, troubleshooting, or repair services for Activu's software or integrated systems.

After thorough research on audiovisual systems suitable for the Emergency Operations Center (EOC), our staff has determined that Activu Vis|ability is the most responsive and responsible choice to effectively address the needs of the City of Redlands EOC. This solution not only meets the technical requirements but also aligns with the city's commitment to ensuring efficient and effective operations in critical situations.

activu

November 1st, 2024

Bruni Reyes
City of Redlands
35 Cajon St, STE 12
Redlands, CA 92373

Dear Bruni Reyes,

The proposed Technology Refresh of your current EOC with the Activu System Backend Components and the NEW Activu Vis|ability Software are intended to modernize your existing EOC.

The Activu Vis|ability software that is proposed is designed and developed by Activu Corporation. This software is not available to anyone except the end user who purchases it. Activu does not resell the software or integrated systems through any distribution channels, and there are no trained or licensed resellers or organizations that are capable of integrating, supporting, troubleshooting and repairing the Activu software or Activu integrated systems.

If you should have any questions, please feel free to contact me at 858-232-0512.

Respectfully,

Matt Troedson

Matt Troedson
Regional Sales Manager - California
Activu Corporation
Cell: 858-232-0512
Email: matt.troedson@activu.com

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of the purchase of Emergency Operations Center Visualization System Software and Equipment ("Agreement") is made and entered in this 17th day of December, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Activu Corporation, 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 Emergency Operations Center Visualization Software and Equipment 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 Rich Sessler, Fire Chief, 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 accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference

4.2 Consultant shall complete the Services by April 30, 2025, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall be in the amount of Two Hundred Fifty-Seven Thousand and Seven Hundred Seventy-Nine Dollars and Five Cents ($257,779.05). City shall pay Consultant in accordance with Exhibit "B," titled "Fee Schedule" which is attached hereto and incorporated herein by this reference.

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

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

CITY:

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

CONSULTANT:

Suzanne Rajsteter, Director of Compliance
Activu Corporation dba Imtech Corporation
301 Round Hill Drive
Rockaway, NJ 07866
Suzanne.Rajsteter@activu.com
Phone: (973) 343-4931

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 in addition to Exhibit "D" titled "Contract Provisions for Non-Federal Entity Contacts Under Federal Awards," represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ACTIVU CORPORATION

By: _____
Suzanne Rajsteter, Director of Compliance

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

[Attached]

EXHIBIT "B"

FEE SCHEDULE

PAYMENT I	
System	**Installed Price**
Display Devices	$ 14,031.76
Process & Control	$ 45,137.10
Audio System	$ 16,532.33
Cable, Wire, Racks	$ 15,358.18
Activu Software	$ 52,718.00
	$ 143,777.37
PAYMENT II	
Item	**Total Price**
Labor, Travel, Shipping & Logistics	$ 97,104.83
1st Year Silver Level Support	$ 16,896.85
	$ 114,001.68
GRAND TOTAL:	**$ 257,779.05**

Payment 1 : Hardware and Software - Invoiced upon delivery of properly provisioned equipment to the Redlands Emergency Operations Center.

Payment 2 : Labor and Support Services - Invoiced upon completion of installation and training, as validated by signed Customer Acceptance

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.

ACTIVU CORPORATION

By:_____ Date: _____

Suzanne Rajsteter, Director of Compliance

EXHIBIT “D”

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

[Attached]

EXHIBIT "A"

Proposal to: City of Redlands, CA

Project: EOC Visualization System

Activu contacts

Matt Troedson	Erik Walker	Mark Roy
Matt.Troedson@activu.com	Erik.Walker@activu.com	Mark.Roy@activu.com
858.232.0512	973.343.4908	973.343.4928
Western Regional Sales Manager	*Sales Administrator*	*Senior Sales and Systems Engineer*

Activu reference #: ES-0120

Proposal Date: November 4, 2024

Proposal valid for 45 days from proposal date unless extended in writing by Activu.

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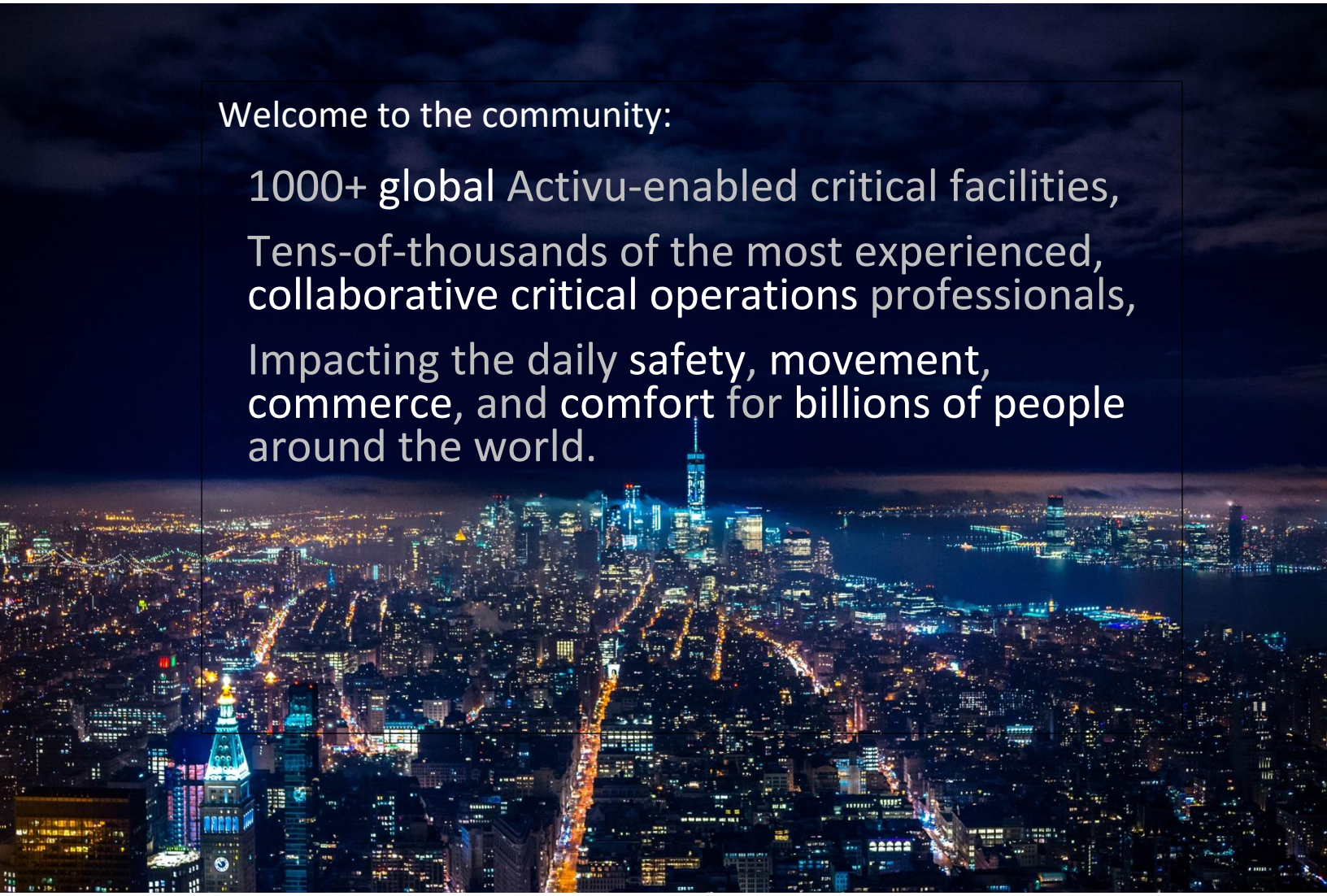


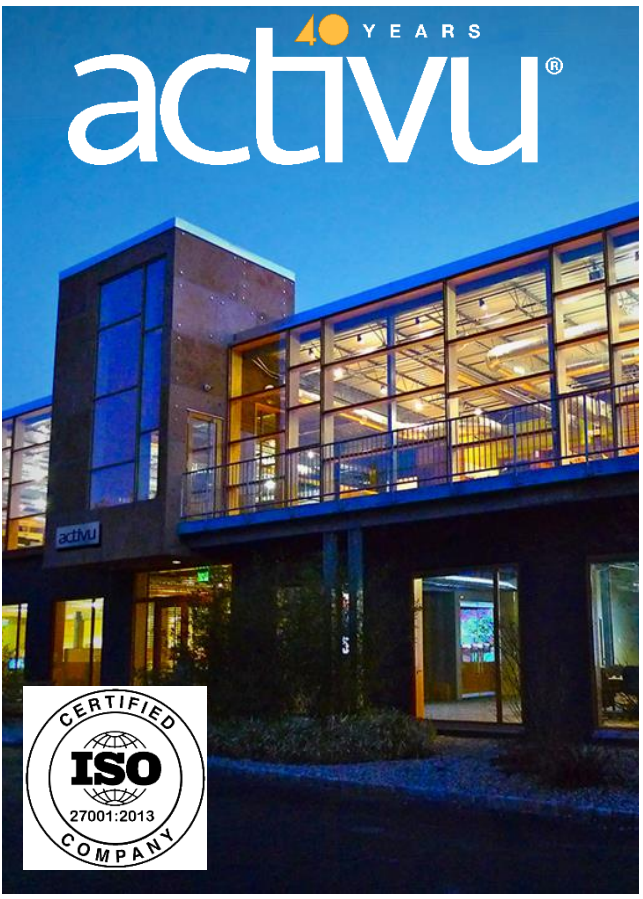
Executive Summary

The City of Redlands has been discussing their needs to update and upgrade their current Emergency Operations Center so that they can properly respond to incidents in the future. The facility will monitor cameras, ALERTCalifornia, weather, news, and many other applications. The space will feature Displays dispersed throughout the EOC, Briefing Room and Watch Commanders Office. Once completed, the EOC will be modernized and ready to take on the incidents of today and the future.

Activu **vis|ability** empowers your team with a highly flexible collaborative visualization suite, carefully tailored to the needs of City of Redlands

Activu's commitment to exceptional products and services reaches back 40 years. We have provided in this document our unbiased professional insight and opinion on what is necessary to dramatically enhance your critical operation's efficiency and collaboration and exceed the stated goals for this project.

Activu software & solutions make critical information visible & collaborative, improving incident response, decision-making, & management.



Activu is trusted to provide operational vis | ability for mission-critical visual intelligence

Transportation

Traffic Management Centers, & Departments of Transportation

Rail & Mass Transit Operators

Airports & Federal Air Travel Agencies

Shipping & Ports

1 Trillion Miles of road travel per day

1 Billion
Transit Passengers Annually

Utilities & Industry

Electricity Generation & Transmission

Oil & Gas

Water & Sewage

300 Million
U.S. Energy Customers

Monitoring
200,000
Kilometers of power lines

Government Agencies

Department of Defense

Department of Homeland Security

Many Other Federal Agencies

Helping Protect
330 Million U.S. Citizens

Public Safety & Smart Cities

Emergency Operations Centers

Fire, Police, & Disaster Response

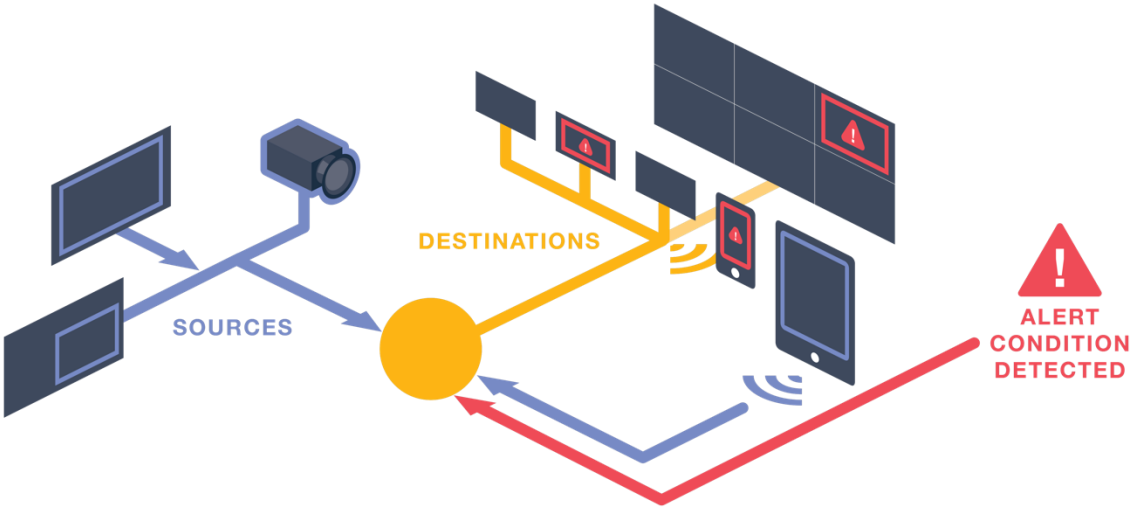
Fusion Centers

100+ Million
Metropolitan Area Citizens

Corporate & Government IT

91 Billion
Cyber Attacks Prevented Every Year

Activu **vis|ability** is the only Event-Driven Intelligent Visualization platform available, anywhere.



See

Easily introduce & manipulate content Sources in the control room, to assemble a common operating picture for display on video walls, desktops, conference room displays, mobile devices, and more.

Any type and number of Sources are available over the network: enterprise applications, video, actual or virtual computer screens, web sources, mobile devices, or local applications.

Share

Effortlessly share the content of the common operating pictures entire screen, or just a portion of the visualization.

Whether the actual content is on a display, or virtually arranged in Spaces, it can be shared anywhere: from the video wall to other rooms, to other offices, or subject matter experts, and bidirectionally to and from authenticated mobile devices.

Respond

Systems which are common in control operations—video management, access control, IT service management, process historians, SCADA—are interconnected through the Activu platform.

Vis|ability users can easily setup threshold conditions that instantly trigger the display of sources and messages on the video wall or any screen automatically, separating signal from noise, improving incident response, and focusing your team on what matters.

Separate signal from noise.

Focus your team on what's important.

The Activu Solution

An intelligent Video Display System deployment is an endeavor our clients typically undertake once or twice in a career. Activu brings the experience and the know-how that comes from tackling these projects every day, from managing a thousand of them over four decades, and adding fifty more every year.

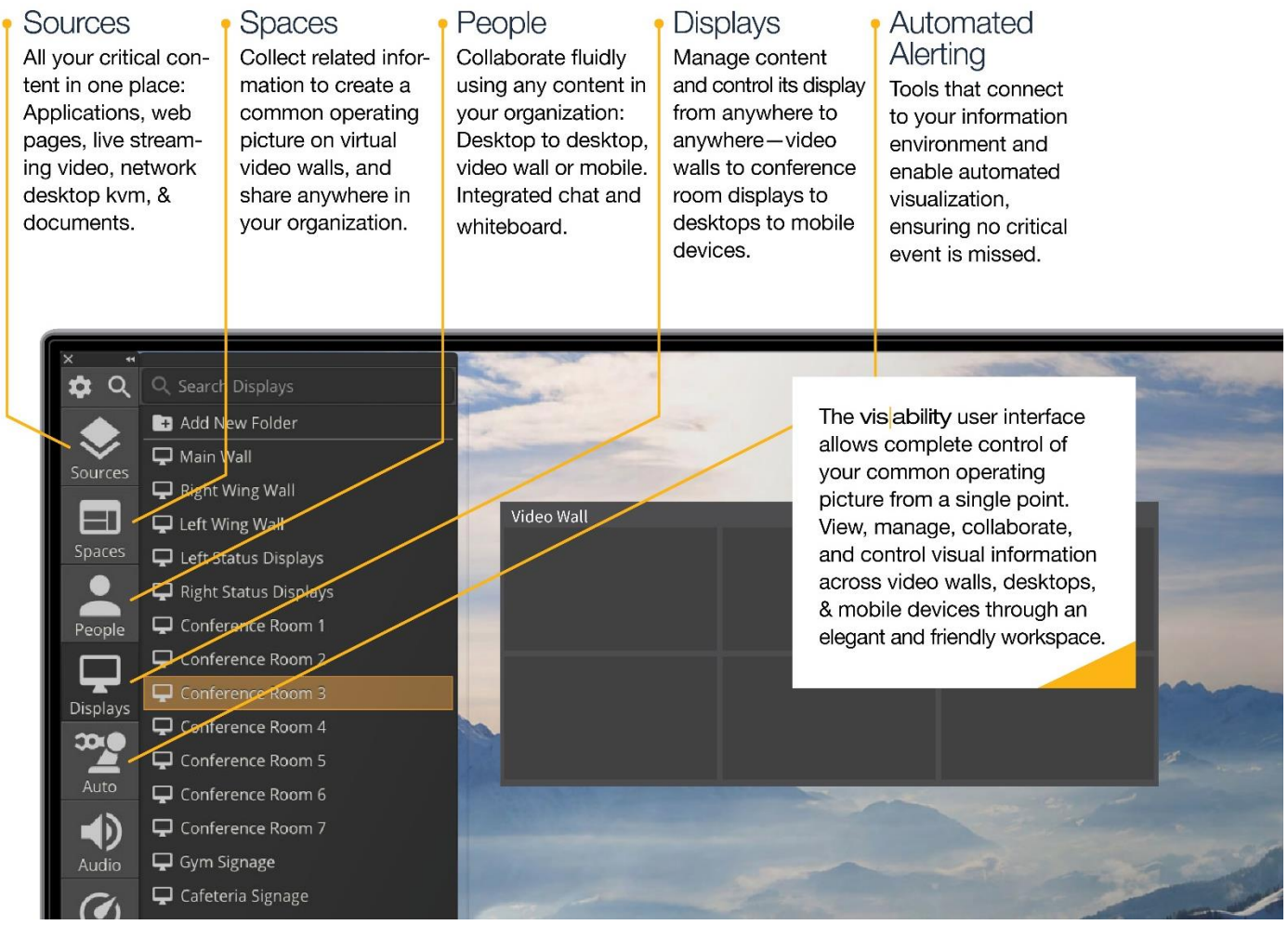
Every Activu solution consists of the professional services we provide as experts dedicated to the control room visualization domain, the **vis|ability** software solution, and the specific design proposed for the physical and functional needs of City of Redlands.

Product: vis|ability Software

Activu **vis|ability** enables highly flexible and immersive team collaboration around visual information, through a clean and efficient software interface.

Vis|ability is an open platform that utilizes Commercial-off-the-Shelf (COTS) hardware to provide a powerful, flexible solution that enables the operator to take control of any connected display area from a Windows-based device. They can easily introduce and manipulate content, or "sources" in the control room, and share the common operating picture beyond the control room to conference rooms, supervisor offices, mobile devices and more.

Take a tour of the platform and interface below:



Vis|ability Desktop Client: Control software, with *you* in control

Activu's software is flexible and powerful. With it, City of Redlands can use **vis|ability** software to create a simple, Windows-based preset interface for operators to select layouts they need to see, and it can run on their computer, or tablet, or mobile device.

Additionally, users have a robust interface to freely move sources, change them, access all the displays (the video wall and others), plus save new layouts.

Figure 1: Vis|Ability Simple Button Panel

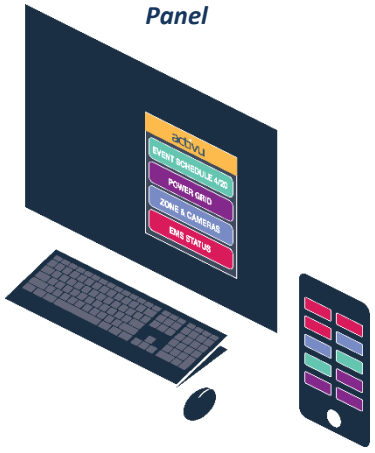
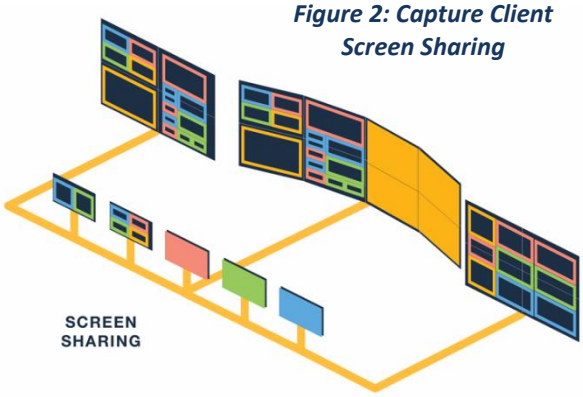


Figure 2: Capture Client Screen Sharing



Capture Client screen sharing

Activu's approach to control room visualization and collaboration is unique. It is software based securely leveraging your existing IP network(s) to assimilate information sources into your common operating picture, the ones you know you need today and other desktop applications that you will adopt in the future.

A component of the **vis|ability** Desktop Client is the **Capture Client** which is an innovative method of sharing information sources of varying type, (e.g., application windows, images from single or multi-headed displays) of any resolution over your network to any Activu-powered display (e.g., video walls, single panels, desktops, including mobile devices). These sources can come from any computer on your network, even virtual machines. *Please see Appendix 5:* **Vis|ability** *Information for additional details.*

Vis|ability Display Node

The design of your Activu solution includes the Activu Display Node software running on the video wall processor. This same software can be run on any standard Windows-based computer attached to any display, so your future plans to extend your operating picture beyond the control room to your conference rooms and other rooms can easily made a reality. In fact, the operating picture can be extended anywhere in City of Redlands, accessible and controlled by authenticated users as a "destination" for the system, able to display any sources in the **vis|ability** system. Many of our Clients expand the system in this way, in preparation for the future and the inevitable change of operational needs.

Vis|ability Collaboration

The **vis|ability** platform provides integrated collaboration capabilities, including simplified and powerful desktop sharing (including application, individual screen, or full desktop), as well as introduces a powerful tool called **Spaces**, which are user-managed virtual video walls that can be used to share multiple sources with other **vis|ability** users, displayed on a video wall, or directed to a user's mobile device, or all three. With integrated chat and markup, spontaneous situational collaboration, in context and in real time, is simple, powerful and intuitive.

Activu Integration with Applications

Vis|ability offers a comprehensive interface that enables integration of external software and systems to the platform.

An SDK is offered to allow third party application developers (and control systems) programmatic access to the vis|ability platform. The SDK definition is available freely from Activu and is implemented in System Manager component. Support for developers that might require assistance in building and integrated solutions is also available at modest cost. The SDK is delivered as a Rest API.

Vis|ability offers an integrated scripting interface within its Desktop Client, with programmatic access to **vis|ability** capabilities, and the ability to interface with external applications and systems. This is a standard part of the **vis|ability** software platform.

Monitoring Services

Activu provides self-monitoring and reporting of **vis|ability** system components and their hosting machine state, with detailed live configuration information and configurable live logs.

- Ability to monitor multiple **vis|ability** components simultaneously, determining connection and active status, and review configuration.
- Full web interface allows monitoring without installation of a client application.
    - Secure access and proper authentication required to access.
- Provides robust information regarding the state of each computer connected to, or using, vis|ability software, including:
    - Component(s) installed, versions, and their current running state.
    - Computer information including OS versions and patch levels, CPU, memory and disk usage.
- Specialized information presentation for core components, including Nexus, MUXrouter, and Display Nodes.

Security

To date, Activu software is successfully operating on classified networks across the Department of Defense and the Intelligence Community. These standards provide a level of security the City of Redlands can have absolute confidence in.

Our software was the first "video wall controller" software to meet NERC CIP requirements for auditing. It also meets the Federal Information Protection Standards (FIPS) for encryption.

Activu uses 256-AES encryption for our network transport, 192-bit triple DES encryption for all communication between all Activu server components, and 160 SHA-1 hashing for all password protection and can be integrated with Active Directory. No other "video wall controller" software provides this level of security.

Activu Corporation undertakes significant efforts to continually improve our cybersecurity posture. In keeping with these efforts, we hold an **ISO 27001 certification** which represents a critical step in meeting international security standards and is an indicator for our clients that Activu will continue to monitor emerging security requirements at the Federal and international level and align software upgrades to maintain compliance.

An internationally accepted third-party accreditation, The ISO 27001 certification underscores Activu's commitment to the highest information security standards and practices. It affirms that Activu holds its systems, people, and facilities to the rigorous requirements outlined in the ISO 27001 specification. Activu's compliance with this standard satisfies the requirements of a wide range of customers using Activu's software to support critical operations at all levels of government and within a number of regulated industries and private organizations.

QSC Q-SYS Integration

Q-SYS is an audio, video, and control platform built around a modern, standards-based IT architecture. Activu has developed a Certified Q-SYS plug-in integration that enables the user to quickly and easily control the **vis|ability** software platform with a fixed, seamless touch panel interface. Benefits include:

Dynamic Pick and Place Video Wall Control – Simplified video wall control that enables users to quickly change display templates and dynamically place sources on the video wall in a pre-configured template. This allows a user to quickly and easily load any source to a **vis|ability** Display Node with one press of a button, and to just as easily remove it.

- **User Configurable** – Activu can configure the Q-SYS touch panel system to meet your needs. Should your needs change over time (as they often do), the system can be modified without the delay or expense of having to use specialized programmers. The Q-SYS customizable user control interface is designed to be easily deployed and updated by users without any programming experience. These modifications include layout presets, scripting recalls, and source placement.

Optional vis|ability Components (future capability)

In addition to the above core **vis|ability** *capabilities, our clients routinely expand the use of Activu beyond their initial requirements. For comparatively small and incremental investments, they expand the value of Activu with some of the following add-on components. Detailed descriptions of these optional functionalities listed below are provided in Appendix 5:* **vis|ability** *Information*

Link

Operators are challenged with separating signal from noise among the myriad of systems, data sources, and alarms in the control room. To help with this challenge, we developed Link, a component of our software that enables alerts from key applications to spawn changes to the common operating picture being displayed by Activu – on a section of the video wall, other shared displays, operator desktops, or all of these.

Web Portal

Web Portal provides simple and effective tools to securely manage the publication and management of live web shares of **vis|ability** Spaces to any device or user with a web browser. It enables users to share critical information with executives and managers, share live company metrics to a corporate web site, share information with external SMEs to help solve an internal problem, remotely, or simply share information needed to keep other organizations in the loop of your operations. Information can be edited and changes are delivered live to the Web Portal, even annotation. Web Portal streams are secured through randomly generated URLs and passcodes and is transmitted using https.

Web Client

Web Client is an optional **vis|ability** component that provides standard web-based access to the **vis|ability** platform, allowing users to view Sources, Spaces, load layouts and interact with Action Panels – from any web browser. Web users can browse Sources – viewing live content defined within the platform – images, media, network sources, streaming media (limited to browser compatible IP streams, VMS-hosted camera streams are generally not compatible), and web content. Additionally, if the user is accessing network sources from a computer with keyboard and mouse – soft KVM is possible. **vis|ability** Spaces are viewable live within the use of optional App Servers.

Vis|ability Web Client users can browse and load layouts onto video walls, with full graphical preview, with a simple click.

Web client is compatible with browsers on desktops, tablets and mobile devices supporting modern browsers: Chrome, Safari, and Edge.

CameraSync

CameraSync is an optional module that provides automated synchronization of camera definitions between a host Video Management System (VMS) platform and the **vis|ability** system – replicating the VMS camera tree inside the vis|ability Source Hub. Synchronizes on a user configurable schedule.

- Provides scheduled, automatic synchronization of camera definitions from a VMS platform to **vis|ability**.
- Employing more than one CameraSync module can allow synching more than one VMS platform into a single **vis|ability** system.
- Saves the time and effort of manually supporting two separate camera databases.

Redundancy, with Auto Failover

When the highest availability is required, Activu can provide its unique, fully redundant, auto failover solution to City of Redlands. This capability has been employed by many of our customers, who are operating in the most critical environments, from power utility applications, to transit and traffic management, to defense and public safety.

Virtualization

Were City of Redlands to want to virtualize the Activu system in keeping with IT standards that may emerge, you are investing in a solution already compatible in VM infrastructures. Other than the computer running the Activu Display Node, which is necessarily connected via video cables to the video wall, the rest of the Activu system components and modules can be installed and supported in a VM architecture. This would reduce the computer hardware footprint of the Activu system and streamline City of Redlands's local IT support requirements.

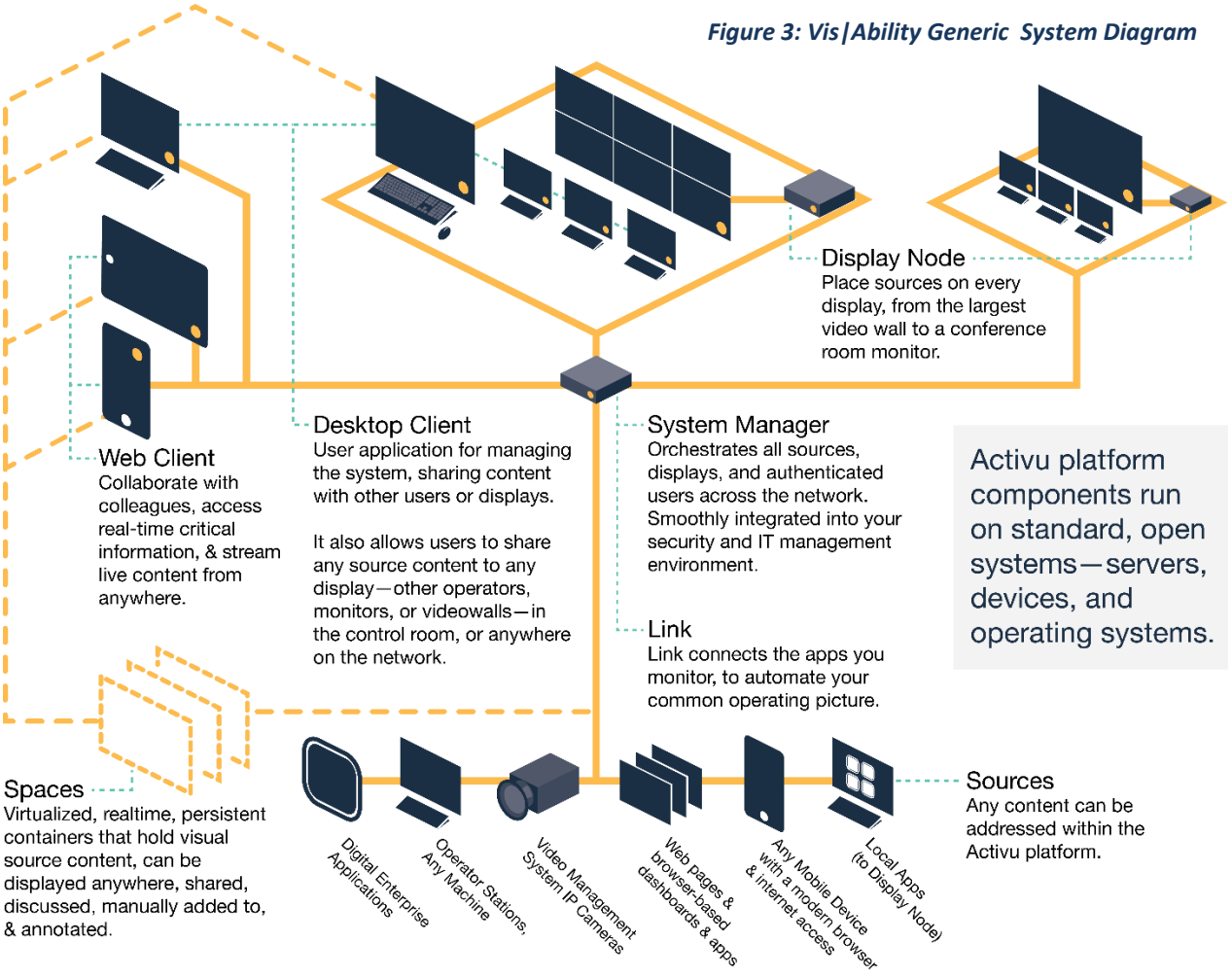
Hardware Reliability

Activu has full control over the software suite that we have developed, but there are other parts of the solution where we don't have as much control. With hundreds of installations in the U.S. and around the world, hardware reliability is of critical importance to Activu. We made two critical business decisions in bringing the most reliable solutions to market:

1. Commercial-off-the-Shelf (COTS) hardware: Activu pioneered the move away from specialized, proprietary AV "processors" to using standard IT servers to drive video walls. This allows us to leverage the billions of dollars in R&D of firms like Dell, the computers proposed for City of Redlands. These have the reliability, redundancy, hot-swappable hard drives and power supplies, plus manufacturer's support service to provide the performance expected from any mission critical IT hardware.

2. LG LCD Displays: Name brand products with world class service and support. Two things to highlight for you:
   - Designed for the commercial marketplace, resulting in reduced maintenance over Consumer products.
   - Major brand assures mass market volume providing greater and easier availability to spares in the event they are required.

Figure 3: Vis|Ability Generic System Diagram



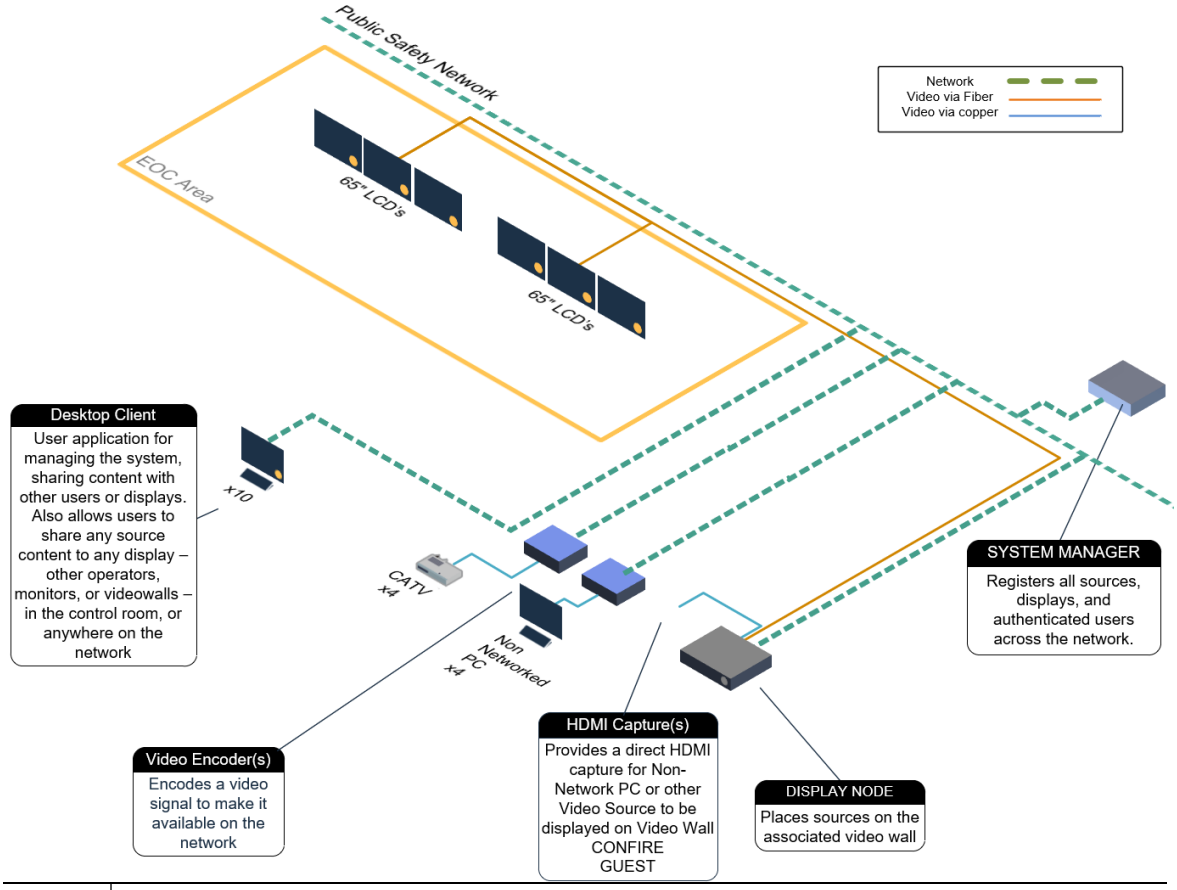
Proposed Activu Solution Design

Based upon our review of the City of Redlands requirements and our many years of experience, we are proposing a system designed to best meet your operational needs and technical requirements.

Our solution includes multiple large LCD displays in the City of Redlands Emergency Operations Center and supporting spaces. The Activu system will provide graphic output these System Displays and enhanced situational awareness and dynamic display of content to the operators during normal times, and in the event of an incident.

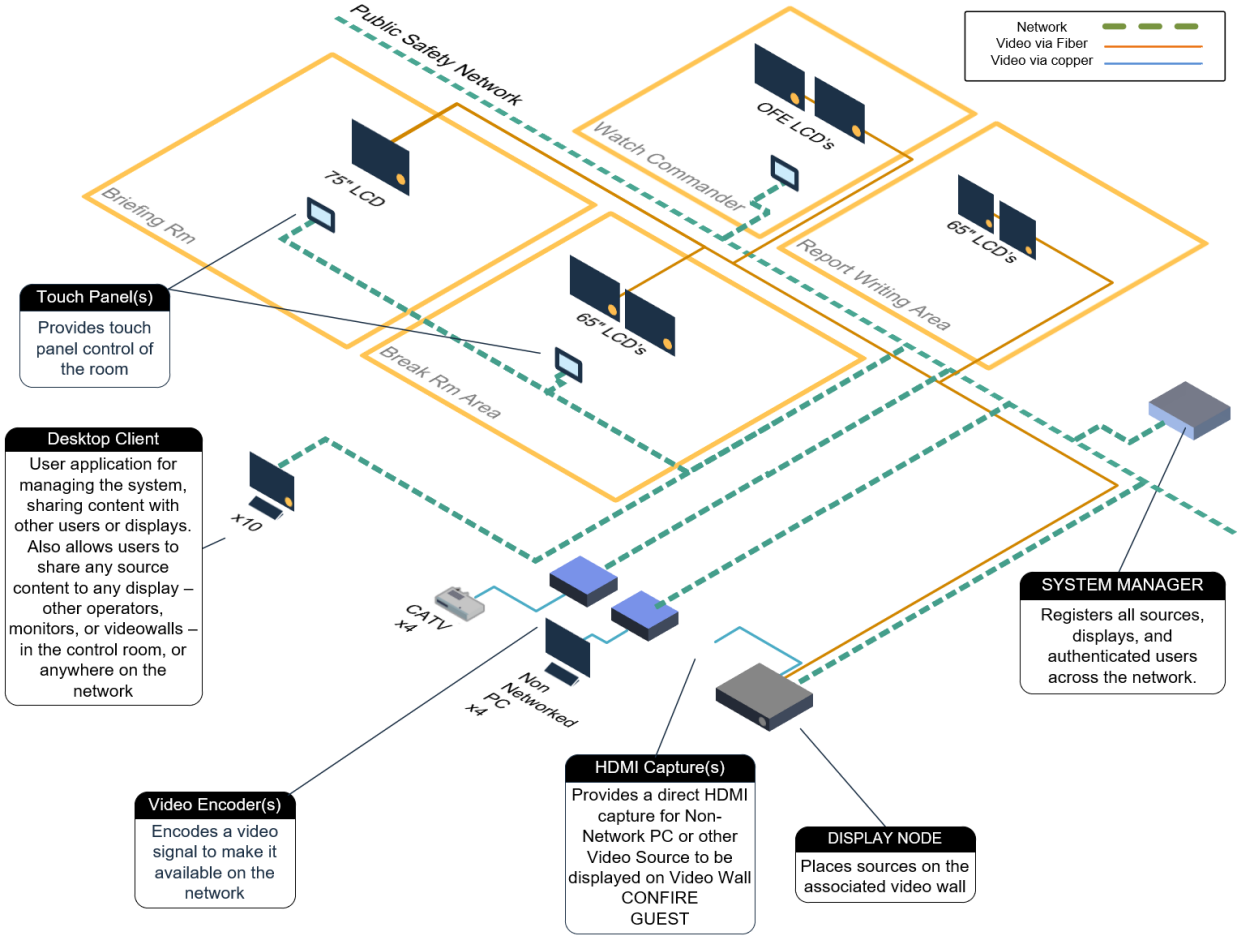
Activu will design, provide, install, integrate and test the proposed solution. Operator training and manuals will be provided for City of Redlands personnel. Technical Support will be provided for one (1) year.

Figure 4: Proposed Activu System Diagram-EOC Area



	vis|ability Display Node provides graphic output to the system's displays, including LCD panels, DV LED and remote mirroring for collaborating positions through feeding source information from IP and video capture Inputs.
	vis|ability Desktop Client provides operators the tools to control Activu system displays as well as Source content, and to collaborate with other **vis|ability** users.
	vis|ability Capture Client provides a means of capturing the contents of a workstation – individual applications or whole screens – and distributing it across the network to any display, be it a video wall, other workstations, or mobile clients.
	vis|ability System Manager manages the system configuration database, including definitions for all sources, displays, & devices, user rights & permissions, and provides authentication and roaming profiles.

Figure 5: Proposed Activu System Diagram-Watch Commander, Briefing Room, Break Room & Report Writing Area



System Displays

Display Area	Display Type	Display Array / Quantity	Manufacturer / Model	Additional Information
Emergency Operations Center	LCD	6	LG 65UR640S9UD	65-inch display The Activu Display Node will provide an HD (1920x1080) resolution video signal to each LCD
Watch Commander	LCD	2	OFE (Owner Furnished Equipment)	The Activu Display Node will provide an HD (1920x1080) resolution video signal to each LCD
Briefing Room	LCD	1	LG 75UR640S9UD	75-inch display The Activu Display Node will provide an HD (1920x1080) resolution video signal to each LCD
Break Room Area	LCD	2	LG 65UR640S9UD	65-inch display The Activu Display Node will provide an HD (1920x1080) resolution video signal to each LCD
Report Writing Area	LCD	2	LG 65UR640S9UD	65-inch display The Activu Display Node will provide an HD (1920x1080) resolution video signal to each LCD

The Customer must provide and install plywood reinforced backing for the display installations, where applicable.

Manufacturer's Specifications are attached in Appendix 8 of the Proposal.

Display Wall Controller

The proposed Activu Display Wall Controller will enable City of Redlandsto display all the requested sources on the Control Room wall, and provide the ability to easily control and flexibly change that information using our software running on operator computers.

Activu allows system sources to be displayed anywhere on the video wall, and sized to suit the operator's viewing requirements. Many Activu customers also create multiple wall view presets, so that certain sources can easily and quickly be displayed at desired positions to suit operational needs based on scheduled activity or emergency situations, and the position of each operator and the information needed for their particular responsibility.

As a truly network based solution Activu enables content sharing from network connected sources, collaboration with authorized network connected users and display of system content on network connected displays. Our project staff has vast experience deploying Activu systems in similar control centers and will consult with City of Redlands's IT personnel to connect the system in a manner that provides maximum flexibility and adheres to your network policies

Activu Computer Description

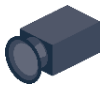
Purpose	Qty.	Hardware	Additional Information
System Manager	1	Dell PowerEdge R360 Server	Manages the system configuration database, including definitions for all sources, displays, & devices, user rights & permissions, and provides authentication and roaming profiles.
Display Node	2	Dell Precision R7960 Workstation	Provides graphic output to the video wall displays. • 1 Display Node for the EOC Displays • 1 Display Node for the Watch Commander, Briefing Room, Break Room Area and Report Writing Area Displays

Please note that due to rapid product evolution in the major brand server market, models and specifications are subject to change, based on availability at the time of purchase

.

Source and Display Content Description

The sources to be displayed are as follows:

Type	Description	Qty	Residing Network	Additional Information
Users & Other Network-Connected Computers	Operator Desktops	10	Corporate	Capture Client (Desktop Client) licenses to support 10 network-connected computers. (In streaming mode, each source is converted to an H.264 IP stream*, to be decoded by the Display Node)
Digital Applications	TBD	TBD	Corporate	Windows applications can run natively on the machine running the Activu Display Node software and be viewed and controlled as a native application.
Video Capture	OFE PC - running Con Fire	1	n/a	Video signal (up to 1920 x 1080 resolution) will be captured by the Display Node for display on the System Displays that it outputs to.
	Guest PC	1	n/a	
	OFE PCs –- Call Log thick clients	4	n/a	Video signal will be converted to IP video streams*, making them viewable on any Activu display.
	OFE CATV Tuners	4	n/a	
Web Pages	TBD	TBD		Web sources can be viewed and controlled directly on the Activu Display Node. Alternatively, they may be run on dedicated PCs that connect to the Activu system over a network via the Capture Client or video capture.
 IP Cameras	IP Camera	TBD	Corporate	The proposed solution can support display of H.264 IP Video streams*.

**Note: Sources that connect to the Activu system as IP streams include Network Sources (via Capture Client in streaming mode only), h.264 Video Streams from encoded TV Tuner and PC sources end h.264 IP video cameras. These source streams will all be decoded directly in the Activu Display Nodes.*

Up to a total of twenty-four (24) of any combination of these IP streams, at 1920 x 1080 resolution @ 30 frames per second, can be decoded on each Display Node and displayed on the displays that it outputs to.

(Actual quantities displayed may vary depending on actual resolution and frame rate of each source. Performance assumes a 'multi-cast' network and is dependent on network conditions)

As is the case with many of our customers who are modernizing their control room display systems, new applications and systems are being brought on-line and new operational methods developed at the same time. The flexibility and capabilities of the Activu system offers City of Redlands options that will support initial implementation of critical practices both on day one and in the weeks, months and years ahead as your information needs change.

System Control – vis|ability Desktop Client software

Authorized Users control the Activu system through **vis|ability** Desktop Client control software running on their local PC.

Vis|ability Desktop Client is a client application for Windows-based systems, which is typically installed on (OFE) operator workstations. Its primary function is to allow Authorized Users to add and dynamically manage content across **vis|ability**-empowered display wall and/or LCD panels and collaborate directly with other **vis|ability** users. The **vis|ability** hub enables Authorized Users to control assignment of a selected input source(s) and associated sizing and location for viewing.

In operating environments where multiple users will control and use the Display System, the **vis|ability** Desktop Client provides the customer with the ability to customize the way in which individual users or user groups use the system, per their operator login. Access to system interfaces, sources and Display Nodes, is entirely defined by profile. User profiles are created and centrally managed by administrators. Depending on user needs and requirements, custom interfaces can be designed and distributed on the-fly to multiple users on the network.

The system has the capability of storing and recalling individual presets, as well as responding to certain external alerts, the scripting of routines and sequences, and creating scheduled events with the Activu application.

Licenses Provided	Users and Administrators	Qty	Residing Network	Additional Information
vis|ability Desktop Client	TBD	10	Corporate	Provides the ability to manage information on a video wall, share information directly from a user's desktop and to share content and collaborate with any user logged into the **vis|ability** platform. Client licenses are connected to named users

- Additionally, for administrative or maintenance purposes, a hardwired, rack mounted 17" LCD display with integrated keyboard and mouse on a KVM Extender will be provided for the operation of the system at the equipment rack location.

System Control – Touch Panel Simplified Control

Activu will provide, install and program three (3) **Q-SYS TSC-70-G3** touch panel control systems; one (1) each in the Briefing Room, Watch Commander and Break Room Area. Each 7-inch touch panel enables users to select video wall system presets, pick-and-place sources on pre-determined "templates" and control the audio system. It utilizes the TCP/IP capabilities of the QSC processor to control the **vis|ability** software. Activu installation includes programming of up to six (6) video wall presets.

Figure 6: Q-SYS Sample Activu Preset Page on Touch-Panel

The **Q-SYS Core 110f** processor (See Audio section below) is an audio, video and control processing system which provides all central audio processing and for control processing for the provided QSC touch panel controller.

Cabling

Activu will provide and install video signal cables from Activu Display Nodes to the System Displays, as well as other signal and communication cables between Activu provided components.

Note: The Customer will need to provide additional power for receivers at appropriate locations, to be verified by Activu

Audio

The Audio Playback System proposed provides amplification and distribution to eight (8) ceiling mounted speakers in various rooms, as described in the table below.

Sources for the Audio system include four (4) OFE CATV tuners and one (1) Guest PC (hardwired connection).

Purpose	Qty.	Hardware	Additional Information
Processor	1	Q-SYS Core 110f	Audio, video and control processing system. 24 local in/out , 128 x 128 network in/out channels
Audio Amplifier	1	Q-SYS MP-A40V	800-Watt, 4-channel amplifier
Speakers	8	Q-SYS AC-C6T	6.5” two-way ceiling mount speakers • 2 in the Briefing Room • 2 in the Watch Commander • 2 in the Break Room • 4 in the EOC • 1 in the Report Writing area

Equipment Racks

The Activu supplied computers, and all additional system equipment, except for display components and OFE workstations, will be mounted in one (1) standard 19” electronic equipment rack.

Activu understands that a Customer provided (building wide) UPS will provide power backup for the equipment mounted in the Activu Equipment Rack

Appendices

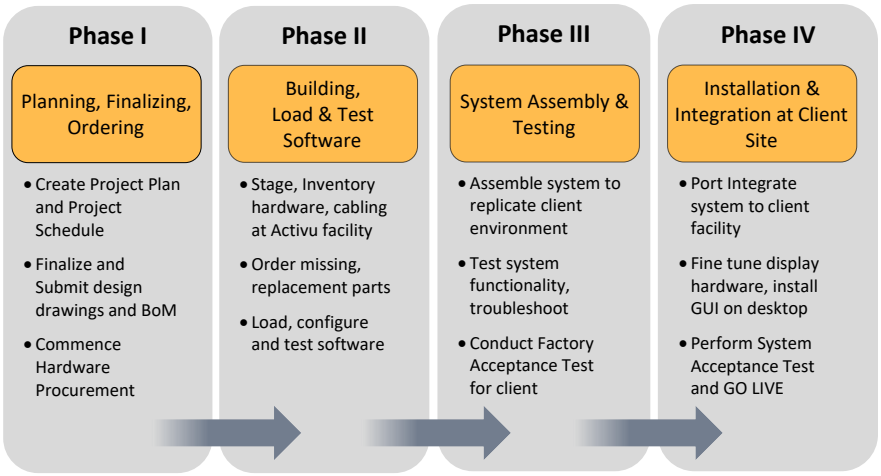
Appendix #	Appendix Name
1	Project Implementation
2	Pricing
3	Terms and Conditions
4	Warranty and Support
5	**Vis|ability** Information
6	Training & Manuals
7	Manufacturers' Equipment Specifications

Appendix 1: Project Implementation

Process

Activu follows a proven implementation process. When selected to manage a video wall project, Activu assigns a Project Manager (PM) as the primary point-of-contact for all aspects of the project.

While each project is unique, the information in this section provides an overview of our standard methodology.



PHASE I

Planning, finalizing and ordering

- Project Manager (PM) creates project plan and schedule. In parallel, our System Design Engineer finalizes system design and completes a working set of drawings (including mechanical, structural and electrical requirements).
- Project coordinator reviews the Bill of Materials, begins ordering all hardware components of the video wall, except equipment designated as Owner Furnished Equipment (“OFE”).

PHASE II

Building

- Project team receives equipment, begins assembling, building and testing racks, computers and other components. Install all interconnect wiring, cables and connectors provided.
- Evaluate OFE for performance and operational integrity. Inform Customer of any OFE not meeting or performing to specifications and recommend modification or replacement.

Load & Test Software

- Software installation specialist loads and tests software and configures the system to project requirements.

PHASE III

System assembly and factory testing

- Assembly and testing of hardware and software at Activu’s facility prior to installation at customer site. Upon approval by Activu’s internal Quality Control team, the Customer will be notified for scheduling of Factory Acceptance Test (“FAT”). During this phase, Activu will integrate hardware and software components, make any necessary adjustments, and take corrective action as required to bring the supplied System into compliance with agreed upon

specifications and to the satisfaction of Activu's Quality Control assurances, within the limitations of all OFE sources provided and available at that time. If not available, Activu will provide test material, simulating OFE as best as possible for this purpose.

- At the Activu facility, we perform a detailed Factory Acceptance Test with the Customer in attendance. Signed copies of FAT results issued to Customer for review.
- After optional Customer sign off, the system is packed and shipped to the Customer installation site.

PHASE IV

Initial Installation

- The project team reassembles and integrates the final working configuration (including displays, equipment racks, processing equipment, final terminations, and configuration of the displays). Activu then verifies functionality at the same level as the FAT by displaying images on the System Displays as a standalone system (not dependent on Customer provided sources or infrastructure (network, etc.).

Integration

- A System Integration Specialist installs and configures Activu elements on each of the workstations used to control the display, and integrates the Activu System Manager Server and Activu Display Node into Customer's existing network.
- Activu performs System Acceptance Test (SAT) and declares system fully operational. We then train users and administrators, receive Customer's acceptance and turn operations over to the Customer Control Center team.
- Activu gives the Customer copies of block diagrams, equipment rack elevations, system cable schedules, system hardware and software manuals, warranties, etc.

Project Duration

A typical project schedule covers approximately 16 to 18 weeks, though the actual length of time of course, is dependent on the project size and complexity Each project is unique, and the information described above outlines the typical activities involved in executing a Display Wall project. **Please note that due to current global supply chain problems, we are experiencing delays from suppliers that are outside of our control. We are in continual discussion with these suppliers to improve the situation.**

Documentation

Activu will provide the following documentation:

- Hardware system block diagrams
- Equipment rack elevations
- System cable schedules for equipment racks and video walls
- Hardcopy and softcopy of Activu Software manuals (see *Appendix 6: Training & Manuals* on page 35).
- Information about the equipment, displays, equipment racks and such for the assistance in designing the mechanical, electrical, grounding, HVAC and architectural infrastructure for the System.
- Manufacturer's warranties, guarantees, and directions on use and maintenance of equipment

Upon completion of the installations and acceptance testing and proof of performance, Activu will turn over a final documentation package.

Appendix 2: Pricing

EOC & Multi Purpose Room

System	Installed Price
Display Devices	$14,031.76
Process & Control	$45,137.10
Audio System	$16,532.33
Cable, Wire, Racks	$15,358.18
Activu Software	$52,718.00
Labor, Travel, Shipping & Logistics	$97,104.83
Total Installation Price:	$240,882.20
1st Year Silver Level Support	$16,896.85
Grand Total:	**$257,779.05**

Appendix 3: Terms & Conditions

Payment Terms

Payment terms are per the accompanying Price proposal, submitted along with this proposal and are as follows:

> Payment 1 : Hardware and Software - Invoiced upon delivery of properly provisioned equipment to the customer site.
>
> Payment 2 : Labor and Support Services - Invoiced upon completion of installation and training, as validated by signed Customer Acceptance.

Price Quotes are valid for 45 days

All quotes are in USD unless specifically stated otherwise on the Schedule of Values (Price Quote)

Payment is due Net 30 days from invoice

All materials and work to be performed shall be subject to mutually agreeable terms and conditions

All hardware is FOB destination

Activu software license purchases are one-time charges (no annual renewal required)

Our pricing proposal is based on a firm-fixed price. Any changes requested may affect the price.

Implementation Services pricing are based on shift 1 work hours (7-6pm)

Stated payment terms are part of the proposal; Activu reserves the right to modify payment terms in the event that it is determined such revision is appropriate due to creditworthiness of customer.

Delays in the installation schedule due to reasons outside of Activu's responsibility, such as customer-initiated delays, site conditions (network, power or facility readiness, unforeseen mission orientated circumstances, unavailable facility escorts), construction or other contractor activity, may require Activu to provide additional labor and to adjust the installation schedule accordingly. Additional labor, travel expenses and / or shipping and handling charges may apply.

Activu reserves the right to revoke or deactivate the software license if payment for the proposed system is late beyond 6 months from the delivery of license device (Dongle)

Activu will confirm with the Customer that the system is ready for the SAT, per the date indicated in the Activu project schedule. If the SAT or any portion of the work proposed is delayed by the Customer by more than 30 days beyond the originally scheduled date, and this is preventing project closeout and final payment, project closeout will proceed and Activu will invoice for the final payment. The outstanding portion of the work that was delayed by the Customer will then be completed as a punch list item at the earliest opportunity for the Customer and Activu.

The proposed price does not include any state and local sales taxes that may apply. This pricing policy is applicable to any sales to resellers, end users and any and all other customers:

> Should a sale be deemed to be taxable, the appropriate sales tax will be billed separately and will be in addition to the amount proposed here. Further, sales tax will be charged in all cases where proper documentation of exemption from sales tax is not provided. Additionally, sales tax will not be charged to any customer domiciled in any state where Activu is not licensed to collect sales tax. In this instance the customer or re-seller will be responsible for remittance of its own applicable use tax.

The proposed pricing does not include any type of Bond; however, upon request Bonding can be added to the proposal at an additional charge.

The work associated with this proposal may be terminated, without penalty or further liability except as provided herein, by either party upon 30 days prior written notice to the other party. Such notice shall specify the reason for said termination. Activu Corporation is entitled to payment of the services performed up to the termination date and any hardware procured on behalf of the Customer, associated cancellation and carrying charges

Activu will follow all customer protocols regarding (COVID-19) virus transmission.

Activu agrees, to the extent applicable, to comply with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and the implementing regulations for each found at 41 CFR Part 60. Activu incorporates into this Agreement, as applicable, the Equal Opportunity clauses found at 41 CFR § 60-1.4(a), 60-741.5(a), and 60-300.5(a), and will likewise incorporate the clauses into all applicable subcontracts as required by 41 CFR § 60-1.4(d).

In the event of a price increase by our suppliers due to tariffs, the difference will be added to the project price without any markup. It will be a direct pass through to our customers.

Software End User License Agreement

All software and firmware is subject to license and is not sold. Activu software is licensed directly or through a third party to the End User.

Use of all Activu software is subject to your agreement with the terms and conditions of Activu's end user license agreement (EULA). This agreement is accessible through the Activu software **System Information** screen and at http://www.activu.com/eula.

By installing, copying, or using the Software you are demonstrating your agreement to be bound by the terms of the EULA. If you do not agree to all of such terms, you are not authorized to install, copy or use such software in any respect.

The Customer shall have a perpetual, royalty-free site license to use all software delivered to Customer under this Agreement. The license includes the right to use Activu's software for the purpose of testing, back-up, disaster recovery, or archive.

Change Orders

All changes to the proposed scope of work must be conducted through a written and signed Change Order. In some cases, a separate purchase order may be required.

Key Project Assumptions

The purpose of this section is to clarify with you in writing, our expectations based on forty years of experience managing video wall implementation projects. Some of these may or may not be relevant to your project, as it is a comprehensive list based on that full experience, but it is important that we properly set expectations for this project and the relationship we hope to form with you over time. After reviewing it, we ask that you would notify us if any of these are not agreed to by you. If we are not notified, additional and unexpected work, equipment, or both could arise resulting in unplanned costs to you

1) Special

a. Activu warranty and support services cover only new equipment proposed here. It does not cover pre-existing equipment (e.g. existing displays and other OFE equipment) or equipment provided by others.

b. Due to current global supply chain problems, we are experiencing delays due to circumstances outside of our control and will not be held responsible for these delays.

2) General

a. Any and all equipment or services required by the customer that are not described within this proposal will be supplied by others.

b. The proposed system provides the functionality described in this proposal. Functionality that is not expressly mentioned in this proposal cannot be presumed. Please contact Activu Corporation with any questions about specific functionality of the proposed system.

c. The proposed work for the Customer is tax exempt and the Customer will provide a certificate accordingly.

d. There is no requirement to utilize Union or other third-party labor to perform the work proposed for this project.

e. Where actual calendar dates may be proposed as part of a proposed project schedule, any delay in the project start (typically PO date) will result in delay to the project completion date.

3) Site Conditions

a. The Customer will provide a clean, safe working environment, including the conditions and floor space necessary for this project, as identified by the Activu Project Manager

b. Activu is not responsible for any modifications to the building whatsoever, including but not limited to floor tiles, wall openings, etc. unless proposed by Activu and agreed to by Customer in this Proposal.

c. The Customer will identify floor locations for all components, connections and equipment.

d. The Customer will provide furniture / cabinets / wall cutouts / supports, if required.

e. The Customer will provide for any unique site-specific requirements (i.e., cabling requirements, telecommunications connections, router connectivity etc.).

f. Access to the site and rooms will be granted during normal business hours or otherwise agreed to times.

g. For installations of a video wall array with base structures, the finishing of the front of the base structure and any other space in front of or around the video wall is the responsibility of others, unless proposed by Activu and agreed to by Customer in this Proposal.

h. For installation of wall mounted video wall displays, the Customer must provide and install plywood reinforced backing for the video wall installation, unless proposed by Activu and agreed to by Customer in this Proposal.

i. After installation by Others, clear access to the OFE LCDs will be available, for the purposes of connecting Activu system cables, etc.

j. The Customer or others will provide UPS backup for the computers and other equipment provided and installed in the Activu equipment rack.

k. The Customer is responsible for providing an environment for the Activu supplied equipment that meets the operating requirements for the equipment, as stated by the original manufacturer's specifications, including Electrical Power, Ambient Temperature, Ambient Relative Humidity, airflow, and dust, etc. Conditions outside of these parameters can damage the provided equipment.

4) Integration and Other / Owner Furnished Equipment:

a. Any third-party or customer-supplied equipment not supplied by Activu that will interface with the Activu system must be supplied to Activu for integration and testing prior to the Activu Factory Acceptance Test (FAT), unless otherwise specified and agreed to in writing. Activu does not guarantee successful integration with third party equipment or systems that have not been tested and approved in advance. Any additional work required to integrate untested equipment into the Activu system is outside the scope of this project.

b. All source signals from any customer or third party supplied video (HDMI, Display Port, DVI, RGB, etc.) and audio sources will be brought, via appropriate customer supplied, installed and terminated cables, to the location of the Activu equipment rack. All source signals must conform to the appropriate signal standards and parameters (e.g., VESA for computer graphics sources; SMPTE for analog video sources) at the point of connection to the Activu rack.

c. Activu integration with customer-owned third-party software platforms may not preclude the need for the customer to purchase additional licenses allowing Activu access to network cameras, VMS servers, Web portals, network video recorders, and potentially other system elements. It is the responsibility of the customer to ensure that all licenses for their systems are sufficient to support the proposed Activu installation.

d. IP Video Sources

    1. Activu provides wide compatibility with streaming video sources by utilizing a combination of our own, internally developed, streaming video viewer, and/or VLC or Windows Media Player, where appropriate. Incompatible sources that are introduced to the system, although unlikely to, could require additional development of a new **vis|ability** viewer or vendor specific viewer not included in this proposal.

    2. In the case of IP Video streams [such as camera sources], the streaming content is provided by a third party (i.e., the manufacturer of the encoders, DVR, cameras, camera management system, transported by the customer network infrastructure), each element will have a direct impact on the quantity and quality of streams displayed.

    3. The quantity of streams listed is estimated, based on controlled testing that may or may not reflect each Customer's conditions. Many conditions, including the window size, image resolution and encoding format of video streams can affect the actual number and performance of streams displayed. Tests based on H.264 streams; additional video steam types such as MPEG-2, MPEG-4 are supported, but reduced quantities of streams can be decoded.,

e. For Web Applications Sources:

    1. Testing the impact on system performance of the listed URLs running was not possible prior to this proposal. If system performance is not adequate due to excessive processing

requirements of the web application on the Activu Display Node, it may be necessary to offload some applications to additional PCs connected via the Activu Capture Client

2. Automated log-in to the various web applications is not a requirement of this scope of work. Completion of any automation programming, therefore, cannot be a valid reason for delaying system acceptance. Following further assessment of any automation requirements, Activu can provide a quote for programing services if this becomes necessary or desired. In that case, Activu will assist the Customer with this programming, but does not guarantee results.

f. **Vis|ability** desktop collaboration capabilities require graphics and processor resources to effectively operate. Computers that are provisioned such that there is minimal processing and graphics headroom when operating without Activu software may experience performance impact when using desktop collaboration capabilities. Sharing multiple screens, high resolution desktops, or desktops that are displaying multiple high-resolution video streams will likely experience performance impact during direct desktop sharing via desktop collaboration capabilities.

g. The Customer is solely responsible for service restrictions and/or charges associated with local cable TV, satellite, internet or other similar service providers.

h. Third party vendors working with the Customer must provide all software (i.e., SDK), hardware (i.e., routers, switchers etc.) and technical support in order to integrate their products into the Activu system for display on the Activu display wall. Any additional costs to achieve this goal will be the responsibility of the Customer and will result in a change order to this original order.

i. All existing owner or other furnished hardware that will be utilized as part of the project or integrated with the Activu system, must be available at the time of system installation, and in good working order. Any such equipment that is found not to be in good working order must be repaired or replaced (at the expense of the owner or others) in order for the proposed system to function as described. Any impact on schedule and / or work required as a result of equipment unavailability may result in additional charges to the purchaser.

j. Activu is not responsible for supporting, maintaining or ensuring the functionality of any owner furnished equipment.

k. Access to all network and source applications must be available and functioning properly before installation.

l. The Customer's IT network must be configured and maintained to support bandwidth requirements and quality of service to video distribution. Minimum 1Gb network recommended

m. Activu Corp reserves the right to charge the Customer for additional services and expenses required to address issues related to Operating Systems or applications that are not supported by the original software manufacturer (for example Microsoft no longer supports Windows XP or NT).

n. All required content that is available via the Customer's network will be available via the same Customer's network that the Activu system is connected to. Any required bridging or other method to make content available on the proper network is the responsibility of the Customer.

o. Whenever future major upgrades are undertaken by Customer to software running on the Activu system, Activu will be consulted to validate proper operation of the Activu system.

5) Activu Supplied Software and Hardware

a. If the actual cable length required between the Activu equipment rack and the displays (LCDs, etc.) is not identified to Activu by the Customer prior to issuing this proposal, a cable length of 150 feet will be presumed for quotation. If additional cable length is required, additional charges will apply.

b. All hardware is COTS (commercial off the shelf) and generally major brand. Future upgrades to the system, e.g., to new operating system (OS) or Activu versions, may be limited by the availability of compatible manufacturer supplied firmware or software.

c. It is understood that Activu Corp owns and retains all rights to its' developed software. This includes any customizations performed for the Customer.

d. The Activu system is purpose-designed and configured to provide functionality and control of the visualization system. The Customer will notify Activu of any additional application that is intended to run directly on any Activu supplied server or workstation. Additional Customer supplied software applications may be successfully loaded and run on the Activu supplied computers; however, some

applications such as network monitoring, remote access, or anti-virus (and others) may be incompatible with the Activu software and should not be loaded on the Activu supplied computers without prior consultation with Activu.

6) Personnel

The successful completion of the proposal effort depends on the full commitment and participation of the Customer's personnel. The responsibilities listed in this section are to be provided at no charge to Activu.

a. The Customer will make available to Activu the appropriate personnel necessary for the completion of the system during the installation period. This will be discussed prior to system installation.

b. Prior to commencement of services, the Customer will designate a Customer Project Manager, to whom all Activu communications may be addressed and who has the authority to act for the Customer in all aspects of these services. The Customer Project Manager will have the authority to make decisions, authorize modification using a Change Authorization, and will be the primary focal point for communications with the Activu Project Manager.

c. The Customer will perform the role of System Administrator for this solution/system.

7) Installation

The Customer shall provide and assume responsibility and pay all costs, expenses and fees as incurred for the following:

a. Any and all infrastructure reasonably required for the installation of the data/video wall and the associated equipment as specified by Activu, including, but not limited to:

    1. Conduits, cable pathways, through-floor wire chases
    2. Interior space design, particularly taking into account weight loads
    3. Power mains and electrical distribution with appropriate isolation, conditioning and filtering
    4. HVAC design, installation and balancing at the site, and any and all necessary regulatory requirements and approvals by governing agencies.
    5. Appropriate lighting
    6. Appropriately re-enforced walls or ceilings to support the installation of any wall or ceiling mounted equipment

b. Provided shift requirements or time of day when Activu personnel can perform the installation.

c. A staging area for the equipment prior to the installation.

d. Badge access and/or escorts for Activu individuals.

e. Confirm that safety, security, and procedural requirements are followed during installation.

f. Any additional communication links required.

g. Internet Protocol (IP) addresses, and access to a network administrator during a pre-determined period of the installation.

h. Provide Activu with architectural and engineering documentation necessary for planning and execution of the System, as available.

i. Assume liability of all equipment and materials upon receipt at Job Site, unless received directly by Activu's personnel.

j. Access to freight elevators and loading docks, if applicable, during extended working hours, if required.

k. Arrange for access to the facility during non-business hours at various phases of the on-site installation period to insure timely completion. Such arrangements to be coordinated with the Activu staff on site at that time.

l. Coordinate the necessary time schedule with Activu to accommodate a nine-hour workday for Activu technicians prior to installation commencement.

m. All cable trays, lighting, HVAC and electrical work will be complete, and all floor and wall coverings and finishes shall be complete or if not shall not impede Activu's ability to install its system in a timely manner.

n. Any union trades or other mandated or required third party labor.

o. System installation site shall be free of any encumbrances such as other Trades and construction materials during System installation, to enable efficient and timely installation. It is understood that any such encumbrances may impact on the installation schedule and budget resulting in changes to same, and that Owner shall be responsible for any costs, expenses and fees involved with such changes.

p. Obtain and secure the services of any trade or professional experts, including, but not limited to, architects and consulting and professional engineers, necessary to ensure that the structural design takes into consideration any environmental conditions such as ambient lighting, reflections, heat loads, electrical requirements, seismic considerations etc.

q. Provide any and all completed assemblies, racks, enclosures, infrastructure, data and audio/video signal feeds etc., necessary for system integration that are not included into the Activu supplied equipment rack, however noted in the specification.

8) Security

a. The Customer will be responsible for the establishment of the procedures to provide physical site security for the hardware and software systems and their elements.

b. It will also be the Customer's responsibility to implement any procedure necessary to safeguard the integrity and security of software and data used in this project from access by unauthorized persons. The content of any data file, the selection and implementation of controls on its access and use, and the security of stored data are the responsibility of the Customer.

9) Laws, Regulations, and Statutes

The Customer is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect the Customer application systems and programs. It is the responsibility of the Customer to ensure that the systems and programs meet the requirements of those laws.

10) Asbestos, Hazardous Waste, and Pollutants

The detection or removal of asbestos, lead paint, hazardous waste, or other pollutants is not included in this Proposal.

The Customer represents, and Activu relies upon this representation, that a diligent and thorough program of investigation, detection, and abatement or removal of asbestos, hazardous waste, or other pollutants has been completed with regard to the site and all structures thereon, and that the same are "clean" and in compliance with all applicable standards.

If asbestos, hazardous waste, or other pollutants are uncovered during the course of Work, then the Customer will be responsible for such asbestos, hazardous waste, or other pollutants. The Customer will be responsible for any testing and for corresponding with appropriate government authorities.

11) Other

The Customer shall provide to Activu all applicable payment for use of space, utilities and facilities at Activu Corporation from completion of the FAT and delivery to the Job Site if that time period exceeds the schedule agreed by both Activu and Customer, due to Customer constraints.

The Customer shall not be responsible for expenses directly incurred by Activu due to its own errors and omissions.

Support Plan Terms & Conditions

1) Term of Contract.

Maintenance coverage items and period are described in Support SOV.

2) Maintenance & Service Limitations.

Maintenance and service requests due to causes other than normal wear and tear, macro scripting of programs, training or system enhancements will be billed at Activu's standard published rates then in effect. Activu reserves the right not to service equipment, component or subassemblies due to causes other than

normal wear and tear. In such cases, Activu reserves the right to repair or replace such equipment, components or subassemblies and bill the Customer accordingly.

Examples of causes other than normal wear and tear are:

a. Unauthorized attempts by other than Activu personnel to repair, maintain or modify components or sealed units,
b. Fault or negligence of the Customer,
c. Neglect, improper use or misuse of equipment,
d. Modifications not executed or authorized by Activu,
e. Causes deemed to be from equipment not covered by this agreement, or
f. Causes external to the equipment such as, but not limited to, acts of God, catastrophic events or humidity, temperature or electric fluctuations.

3) Responsibilities of Customer.

The Customer shall provide and assign a designated person who shall act on behalf of the Customer as the System Operator ("SysOp"). This person shall be the responsible for the day-to-day operation and basic maintenance of the System and shall be the Primary contact between Customer and Activu regarding matters of maintenance and repair. Said SysOp or Customer Media Engineering Personnel shall have authority to request on site service calls. For billable requests or services, only Customer Media Engineering Personnel have the authority to issue Purchase Orders back by the full faith and guaranty of the Customer.

a. The Customer shall ensure that its personnel are adequately trained by Activu in the use of isolation and diagnostic programs and procedures.
b. The Customer will use isolation programs and processes to isolate failure to the system.
c. Throughout the term of this Agreement, Customer shall control site environmental conditions. Temperature, humidity and electricity should be monitored and controlled as specified in the applicable product specification.
d. The Customer agrees not to open, or allow others to open, sealed components whether for the purpose of repair or otherwise. Customer also agrees not to tamper with the systems in any way.
e. Subject to Customer security policies, the Customer shall provide Activu customer support representatives with full and free access to perform the services specified by this Agreement including unlimited access to the facility during non-working business hours, if required.
f. The Customer shall provide Activu with the names of the Primary Contacts.

4) Charges.

The charge for this Maintenance Agreement is listed in SOV. Activu shall have the right to charge for additional hours resulting from Activu's technicians not being able to perform their work on site in an efficient manner due to encumbrance beyond control of Activu or Activu's technicians. Such charges will be in accordance with the Activu standard published rates then in effect.

a. The maintenance charge under this Agreement will be billed annually, in advance.
b. Charges for maintenance service resulting from Customer requests for reasons other than normal wear and tear, macro scripting of programs, training or system enhancements will be billed after completion of the service.
c. Payment of all charges is due net 30 and payable upon receipt of invoice. Activu shall have no obligation to provide maintenance services if payment of any maintenance charge is past due by more than ten (10) days.
d. Activu will provide a 30-day advance notice to the Customer of the expiration and renewal of this Agreement.
e. System enhancements to be included under this agreement such as equipment and/or software added during the term of this agreement or renewal term will be billed to the Customer on a pro-rata basis.
f. In addition to the charges due under this Agreement, the Customer agrees to pay or reimburse Activu for any sales, use or like taxes or charges resulting from this Agreement.

5) Limitation of Remedy.

Activu shall not be liable for any damages caused by delay in furnishing equipment, software products, services or any other performance under this Agreement. The sole and exclusive remedy for any breach of warranty, express or implied, including without limitation any warranties of merchantability or fitness, and the sole remedy for Activu's liability of any kind, including liability for negligence, with respect to the equipment, software products and services furnished and all other performance by Activu pursuant to this Agreement shall be limited to the repair or replacement obligations under this Agreement for any defective equipment or parts, and shall in no event include any incidental or consequential damages.

6) General Provisions.

a. This Agreement shall be governed by the laws of the State of New Jersey. There are no understandings, agreements or representations, expressed or implied, not specified in this Agreement. This Agreement supersedes any and all prior Agreements or understanding between the parties with respect to the products covered by this Agreement and may not be changed or terminated except by written notification. If any of the provisions of this Agreement are held invalid under the law, they are deemed omitted and the remainder of this Agreement shall be binding.

b. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written amendment by the parties hereto.

c. No action, regardless of form, arising out of the transaction under the Agreement, may be brought by either of the parties more than one (1) year after the cause of action has occurred.

d. Customer shall not assign any rights or claims under the Agreement without prior written consent.

e. It is expressly understood that if either party, on any occasion, fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

f. The Customer acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms

Appendix 4: Warranty & Support Plans

Activu Installation Warranty

Activu Corporation warrants that, as of the date of Substantial Completion, operational usage or the System Acceptance Test (SAT), whichever comes first, and for a period of ninety (90) days thereafter ("Installation Warranty Period"), the System as an integrated and implemented design will perform in accordance with the system specification.

During this Installation Warranty Period, Activu will either repair or replace any defective components and rectify any integration issues without additional cost to the Purchaser. This includes any required on-site visits for emergency situations, as determined by Activu Corp, if phone and remote access (where available) trouble shooting processes are unsuccessful.

However, Activu reserves the right to charge back to the Purchaser and the Purchaser agrees to pay for labor, travel and other out of pocket expenses and repair costs for problems resulting from user error, misuse, abuse or damage to the system or its components. Please note that this warranty covers only new equipment proposed here. It does not cover the pre-existing equipment or equipment provided by others.

Manufacturer's Warranty

In addition to the Activu warranty, all branded components are covered by their own manufacturers' limited warranties, generally one year covering parts and in-house labor commencing upon Delivery to Activu. Longer warranties for key components proposed are indicated below.

Dell servers / workstations include a **3-year** manufacturer's warranty, including on-site repair service.

LG LCD flat panel monitors include a standard **3-year** manufacturer's warranty.

QSC Audio and Control Processors include a **3-year** standard manufacturer's warranty

Notes: 1) All warranties and claims relating to use patterns on LCDs such as image retention and ionization are per the manufacturer's recommendations and warranty. Please note that care must be taken, in accordance with manufacturer recommendations, with respect to the risk of image persistence resulting from static content being displayed for an extended period. Image persistence is not covered under warranty by LCD manufacturers since it is not considered a manufacturing defect 2) Manufacturer's warranties begin per the manufacturer's standard warranty (summarized below), not at the time of System Acceptance.

Activu Warranty Summary

● = Manufacturer's Warranty

◆ = Extended Warranty with Customer Support-optional

Coverages

System Component	Manufacturer	Manufacturer's Warranty Period (years)	Begins	Year 1	Year 2	Year 3	Year 4	Year 5
Servers / Workstations	Dell	3	Upon Delivery to Activu	●	●	●	◆	◆
LCD Displays	LG	3	Upon Delivery to Activu	●	●	●	◆	◆
Audio/Control Processors	QSC	3	Upon Delivery to Activu	●	●	●	◆	◆

Activu Support Plan

Activu holds the mission-critical nature of our customer's operation as our primary concern. Activu's "total system" support provides customers with the security of knowing their integrated software and hardware system is always operating with integrated tested components for optimized performance and reliability.

Activu uses specific COTS hardware that is selected and tested for optimized performance ensuring drivers, bios, operating system, and other components work as a system. Over the lifecycle of the system, previously selected system components (hardware, firmware, drivers, and other components) may be updated and changed by the manufacturer or retired. Activu qualifies specific revisions and makes changes in component selection after extensive testing and quality reviews. As a result, Activu provides a *total system support plan*, which ensures over the lifecycle of the system our customers get Activu qualified and tested components for performance and reliability installed by Activu authorized personnel that are trained in the latest installation and commissioning procedures.

Activu Customer Support (first year) as proposed

The proposed system includes Silver level Activu Customer Support plan for the first year of operation This Service includes:

- Phone support during business hours
- Web based Database Access
- Software updates for new versions and patches (excludes labor to install and configure – if necessary)
- Logistical support for repairs
- One (1) Scheduled On-site Preventative Maintenance (PM) visit, including travel expenses to perform maintenance on the Activu video wall system. PM visits will cover system maintenance (replacement parts, such as projector lamps, are not included)

As an option, Activu offers ongoing Maintenance and Support plans for additional years. Pricing and additional information is provided upon request.

General Description

All standard Activu system contracts include Bronze or Silver level support for the first year of operation, starting at the date of Substantial Completion, operational usage or the System Acceptance Test (SAT).

	Silver
Unlimited Phone Support (8:30 AM - 5:30 PM ET)	●
Activu Services Online Support	●
Logistical Support for Repairs	●
1st Year Hardware Warranty	●
Software Revisions	●
Software Upgrades	●
Scheduled On-site Support 1,2	Includes 1

Additional on-site support visits can be purchased on a time and materials basis or included as part of the support package for an additional fee.

1 Includes Travel expenses

2 Unused visits are not rolled over into next year.

Please note that Support services cover only new equipment proposed by Activu. It does not cover the pre-existing equipment (e.g. existing OFE displays and other OFE equipment) or equipment provided by others.

Glossary of Terms for Support Programs

Activu Online Support

Allows a customer to report problems or post questions online via a Web portal, as well as track the status of an open case. The online support system automatically alerts the Customer Support Manager of posted issues in order to ensure a timely, accurate response. It also gives the customer access to a knowledge database listing previously posted issues and their resolutions.

Software Revisions

All customers contracted for an Activu Support and Maintenance Plan have access to new revisions of purchased software, such as bug fixes and patches, free of charge.

Software Upgrades

Upgrades to new versions of purchased software will be provided. It is recommended that implementation of software upgrades be only performed by an Activu Technical Specialist. Contact Activu for more information.

Logistical Support

For warranty repair on equipment, Activu works with vendor partners to obtain replacement parts or repair defective ones, and supply a manufacturer RMA. Shipping of the defective part to Activu or the manufacturer's repair facility is the customer's responsibility. Return shipping costs are covered under the support program.

1st Year Hardware Warranty

All hardware (unless otherwise noted) is covered by the original manufacturer’s warranty commencing on the date indicated by each manufacturer.

Travel Expenses Included

The Customer will not be charged for travel expenses for on-site support.

Scheduled Support (**Preventative Maintenance)**

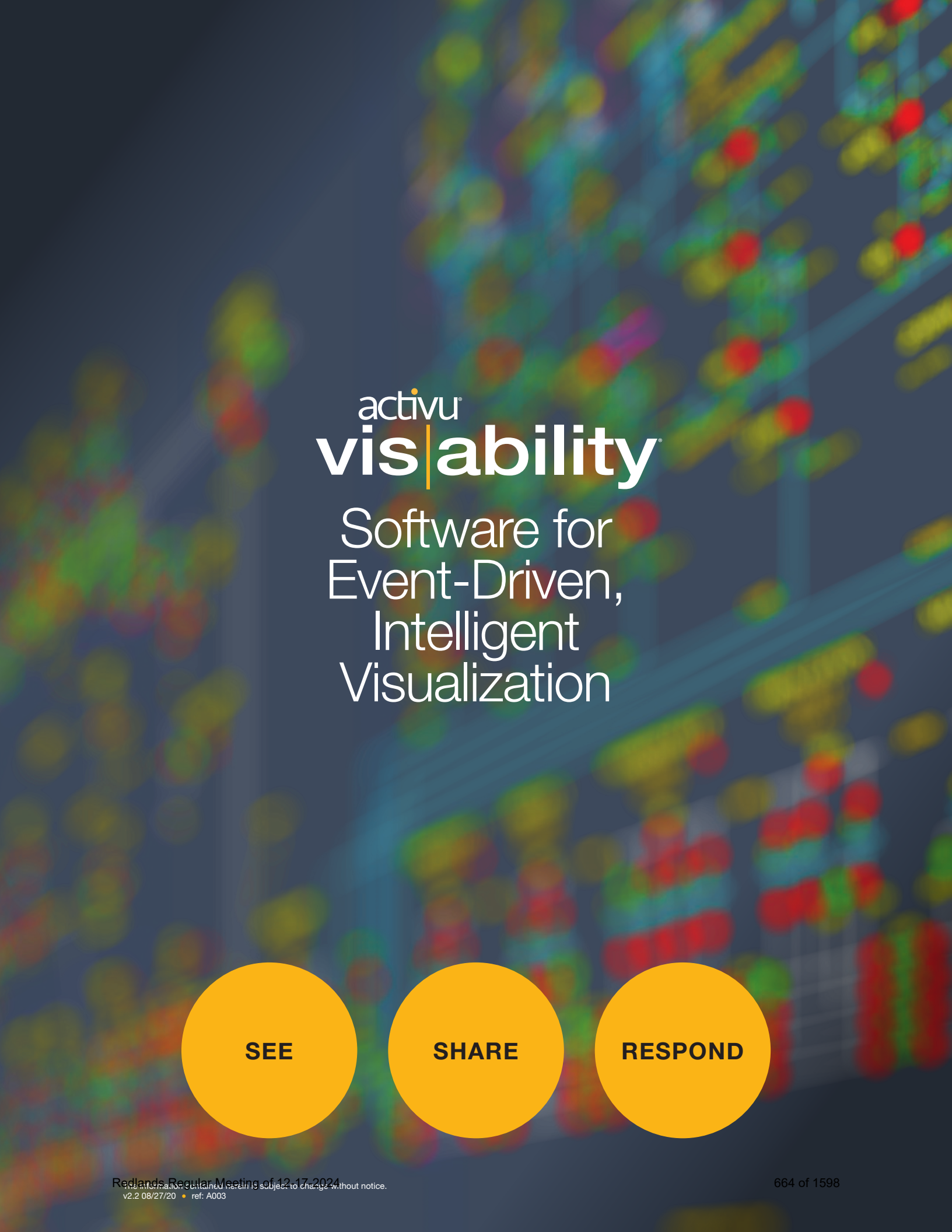
Provides a fixed number of on-site visits for each contract, based on individual system requirements. These visits are for basic maintenance of the system and are planned at least two weeks in advance.

**Additional Scheduled or Emergency visits may be purchased separately or included as part of the support package for an additional fee*

Appendix 5: Vis|ability Information

The following Activu literature is attached:

- **vis|ability** Brochure
- System Manager
- Display Node
- **vis|ability** on the Desktop
- **vis|ability** Spaces



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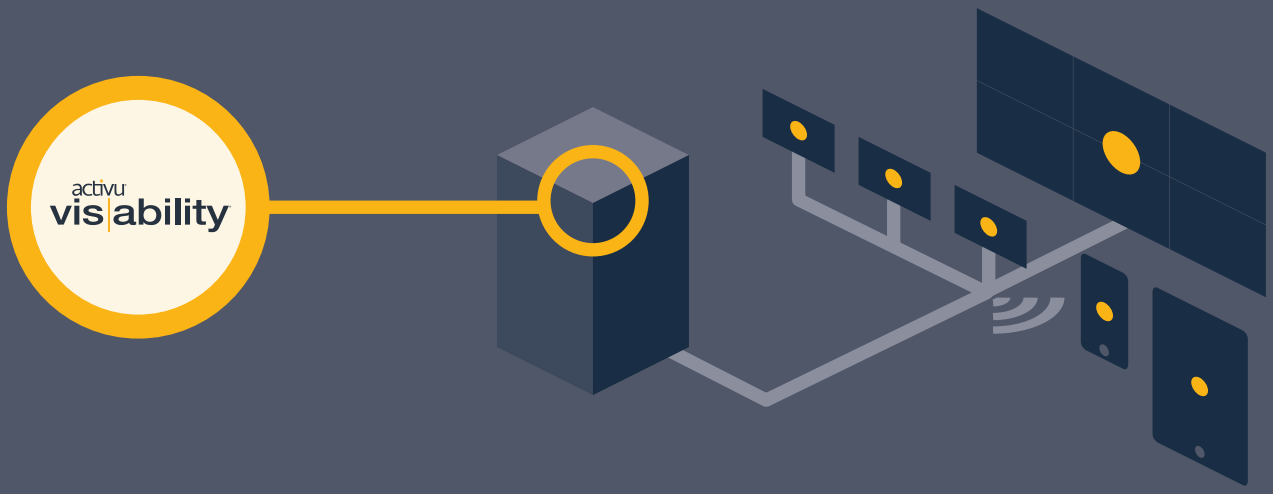
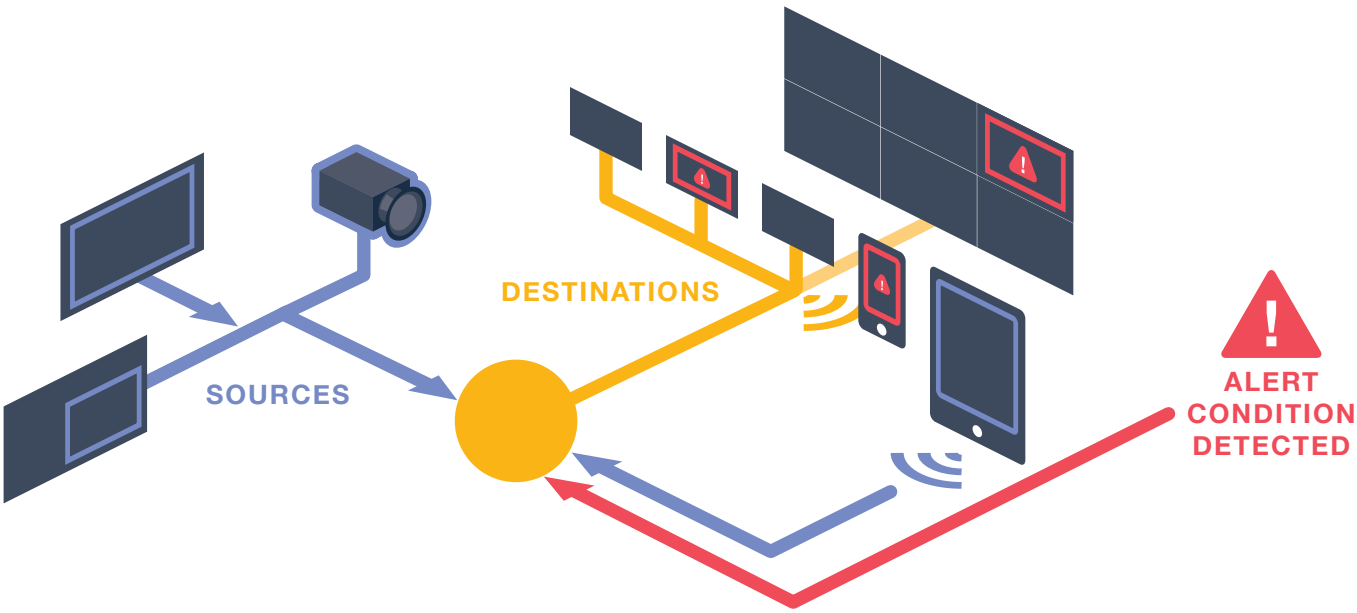
activu | vis|ability



Activu **vis|ability** is the software platform that empowers people to **see**, **share**, & **respond** to visual information, collaboratively, and with context.

Visability, empowers operators & leadership to securely manage mission-critical operations within the control center & beyond.



See

Easily introduce and manipulate content **Sources** in the control room, to assemble a common operating picture that can be displayed on video walls, desktops, conference room displays, mobile devices, and more. Any type and number of Sources are available over the network: enterprise applications, video, actual or virtual computer screens, web sources, mobile devices, or local applications.

Share

In whole or part, share the contents of the common operating picture. Whether the actual content is on a display, or virtually arranged in **Spaces**, it can be shared anywhere: from the video wall to other rooms, to other offices, or subject matter experts, and bidirectionally to and from authenticated mobile devices.

Respond

Systems which are common in control operations—video management, access control, IT service management, process historians, SCADA—are interconnected through the Activu platform. Visability users can easily setup threshold conditions that instantly trigger the display of sources and messages on the video wall or any screen automatically, separating signal from noise—improving incident response—focusing your team on what matters.

A common operating picture for the control room, across the enterprise, to the field, to teams across the region, or around the world.

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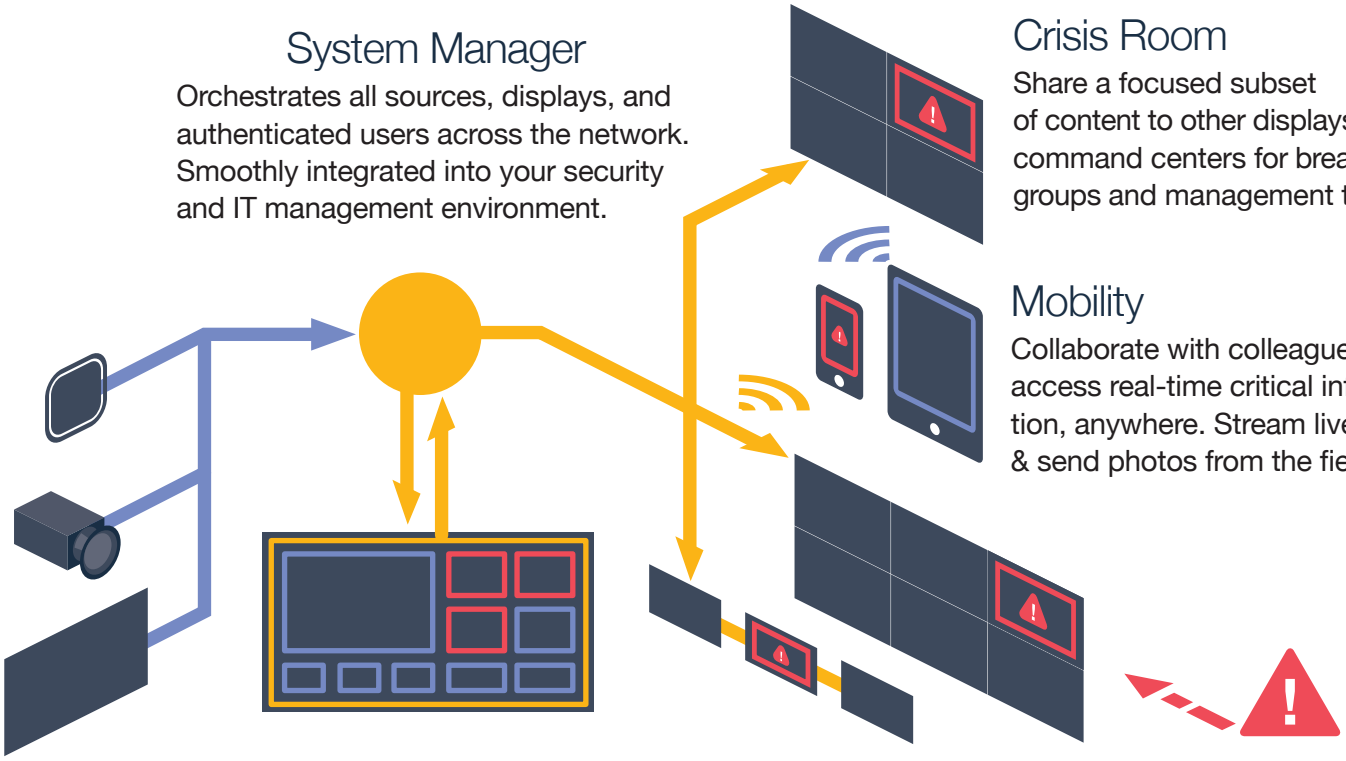
activu | vis|ability® Tour

System Manager

Orchestrates all sources, displays, and authenticated users across the network. Smoothly integrated into your security and IT management environment.



Crisis Room

Share a focused subset of content to other displays and command centers for breakout groups and management teams.

Mobility

Collaborate with colleagues and access real-time critical information, anywhere. Stream live video & send photos from the field.

Sources

All your critical content in one place: Applications, web pages, live streaming video, network desktop kvm, & documents.

Spaces

Collect related information to create a common operating picture on virtual video walls, and share anywhere in your organization.

People

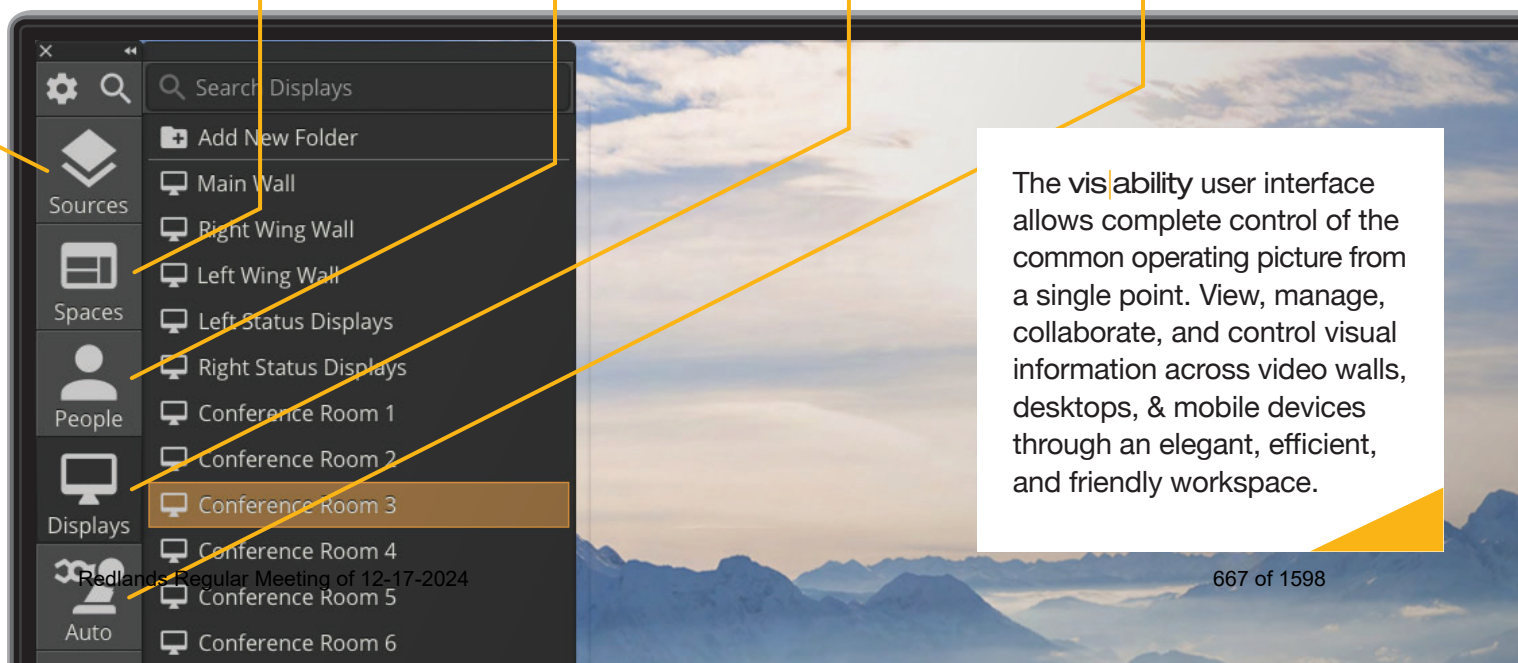
Collaborate fluidly using any content in your organization: Desktop to desktop, video wall or mobile. Integrated chat and whiteboard.

Displays

Manage content and control its display from anywhere to anywhere—video walls to conference room displays to desktops to mobile devices.

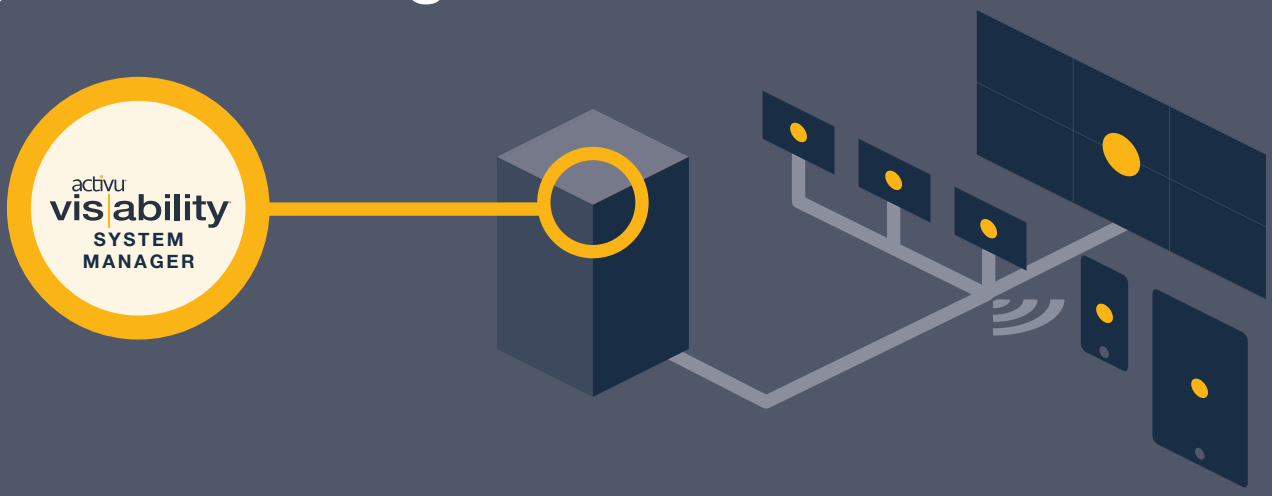
Automated Alerting

Tools that connect to your information environment and enable automated visualization, ensuring no critical event is missed.



The vis|ability user interface allows complete control of the common operating picture from a single point. View, manage, collaborate, and control visual information across video walls, desktops, & mobile devices through an elegant, efficient, and friendly workspace.

System Manager



System Manager is the central repository of visability system configuration information

System Manager stores sources of content, like video walls and display endpoints, externally-controlled devices, user profiles, and permissions, in a central database, and serves them to authenticated components of the visability software platform.

System Manager can be flexibly deployed into any IT environment: a workstation running *Windows® 10 Professional*, multiple clustered servers running *Server 2012 Enterprise*, or directly into a corporate IT-managed virtual machine environment.

Visability includes **System Manager** as a complete, integrated system. Control of AV devices that are part of a system, such as audio processors and amplifiers, LCD, DLP cube and DV-LED displays, matrix switches, PTZ controlled cameras—nearly any device that can be controlled over network protocols or RS-232—can be integrated into a visability system to create a single, unified user experience.

Monitoring Services shows the status of a complete Activu system at a glance:

…Recognizing error conditions in real time

…when a workstation or server goes offline

…if an Activu service stops responding

…or communication to a display wall is lost

Monitoring Services communicates error conditions directly to administrators through email or text, and can deliver status information through SNMP traps when required, all while comprehensively logging all system conditions. Monitoring services allows administrators to start, stop, or restart any Activu software component from a single interface.

Basic system monitoring is part of every visability system.

Monitoring Services plays a critical role in managing redundant visability systems by implementing **Display Node** mirroring and failover, ensuring that the same content is displayed on redundant Display Nodes. In the unlikely event that one of the Display Nodes fails, Monitoring Services automatically switches the display wall to the backup system, ensuring continuous access to critical visual information.

Implementation of complete system redundancy is done with the aid of *Microsoft®* clustering technology, safeguarding continuous operations, during hardware failure or during normal maintenance downtime. Redundancy and mirroring are optional capabilities that are offered to those customers who absolutely require no downtime.

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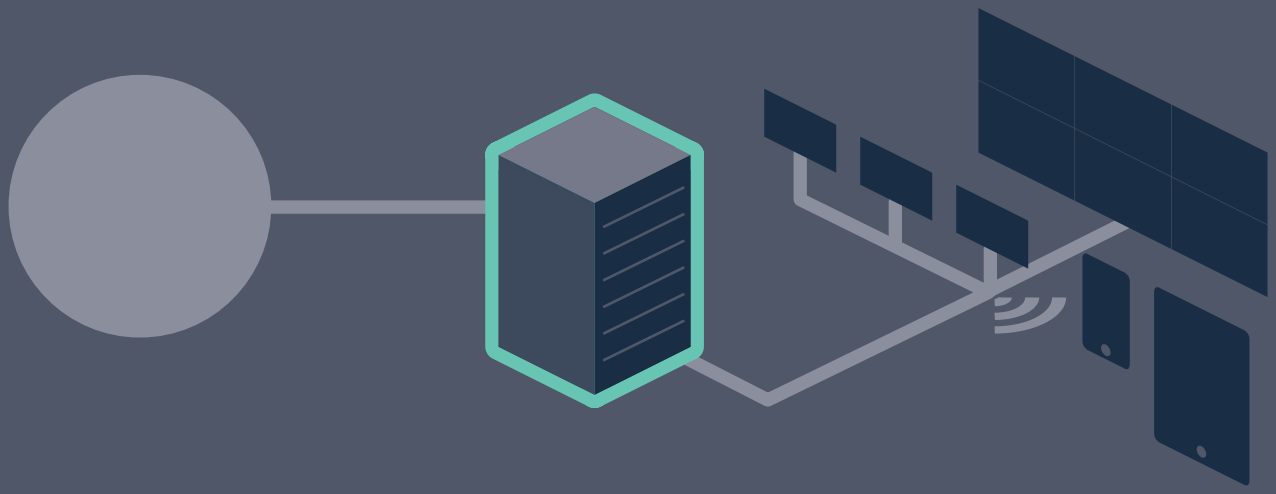
System Manager Requirements



System Requirements

Minimum

A minimum system is appropriate for small control rooms with under 10 operators and a video wall. Larger configurations should use the *Recommended System* configuration.

Recommended

To ensure optimal performance for larger video walls with more users, Activu uses Dell® PowerEdge R330 servers configured as below.

Clustered/Redundant

Clustered systems require dual identically-configured systems with a shared network drive. Please contact Activu engineering for configuration setup details.

Operating System	Windows® 10 Professional x64	Microsoft® Server 2016	Microsoft® Server 2016 Enterprise
CPU	Intel® i7 current generation	Dual Intel® XEON® current generation	
Memory	16GB RAM	32GB RAM	
Hard Disk Drive	480GB disk	2x 480GB SDD disk in RAID 1 config	NAS 3x 480GB SSD RAID 5
Ethernet	GigE Ethernet	Dual GigE Ethernet	
Protocol Support	IPV4, IPV6, IGMP, TCP/IP, UDP		

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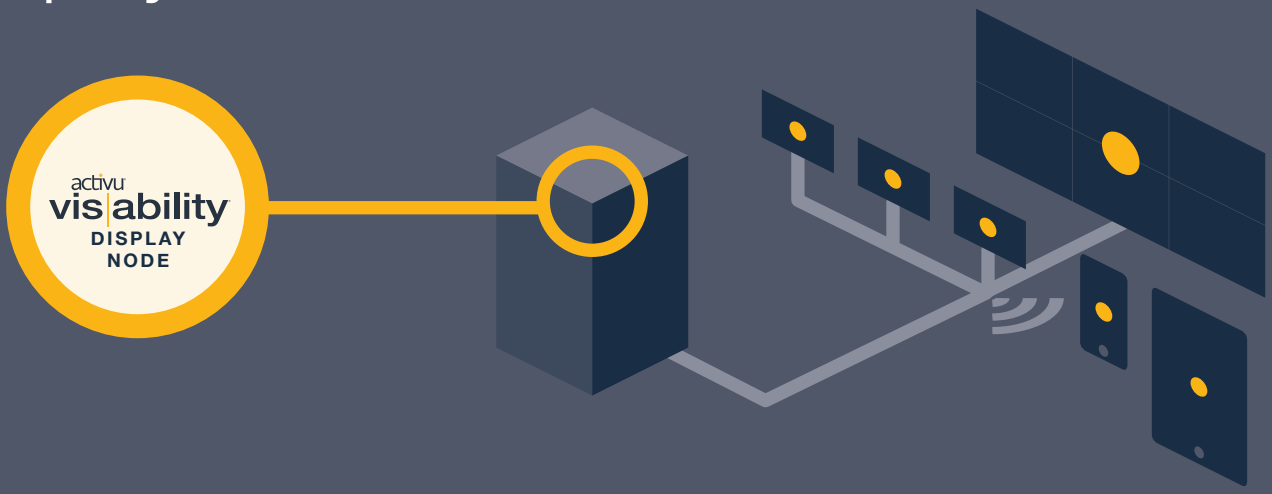
Display Node



Display Node is visability's display management software

Widely compatible, deployed on standard COTS hardware, and connected to an organization's network, **Display Node** allows visability users to place and manage source content on video walls, desktops, and mobile devices.

Display Node can display any **Source** defined in the system, including web content, IP cameras, media files, images, capture client streams, and visability **Spaces™**. Managed windows can be placed anywhere, any size, on any wall. Content can overlap and be freely placed as needed. In addition, Display Node manages local applications, direct connected inputs (such as DVI, RGB, HDMI, or analog video), and coordinates the decoding of network sources directly on Display Node hardware, or through external **Decode Servers**.

Decode Server, used to offload a Display Node and decode streaming video from the network, can be deployed in whatever numbers are needed to accommodate the decoding needs of the specific application. From just a few security cameras, to a city-wide system of hundreds of traffic cameras, the combination of Decode Servers and Display Node can handle the requirement.

Display Node is designed to be deployed across an organization: in control rooms, meeting rooms—anywhere Source content needs to be viewed and shared and a network connection is found.

The information contained herein is subject to change without notice.
v2.2 07-26-19

Display Node System Specification

Computer Architecture

Operating System	Windows® 10 Professional x64
CPU	XEON® Silver
Memory	16GB DDR4 RAM
Storage	2x 240GB SSD, RAID 1 configuration
Networking	Dual Gigabit Ethernet

Input and Output (per server)

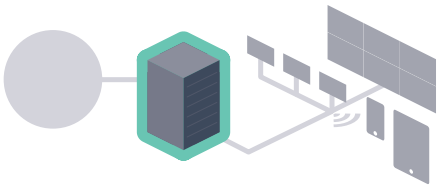
Graphics Subsystem	AMD® WX9100 Graphics
Direct Inputs	Up to 16 DP/HDMI 4K inputs @60fps
Streaming Inputs all @60fps	Up to* 256 IP decodes, standard def. resolution 64 IP decodes, high def. resolution 16 IP decodes, 4k resolution
Display Outputs	Up to 48 HD displays, 1920x1080 pixels each Up to 12 4K displays, 4096x2160 pixels each
Audio Output	Balanced Stereo Output

Source Content Support (per computer)

The number of Sources in an Activu system are virtually unlimited. The list below is a guide to the number of those which can be shown simultaneously on a single Display Node.

Capture Client	Up to 48 capture clients, with resolutions up to 32MP supported
Web Content	Up to 100 web windows
Media File Playback	up to 64 HD IP decodes @ 60fps
Office Documents	MS Word, MS Excel, MS Powerpoint
Local Applications	Local application control is available and the type and number are dependent on the application used

* Additional graphics cards can be added to the computer to increase these quantities.



Display Node runs on standard COTS hardware. Activu systems can be configured for any size video wall, any number of displays, and inputs.

Contact Activu engineering for specific configurations and capabilities.

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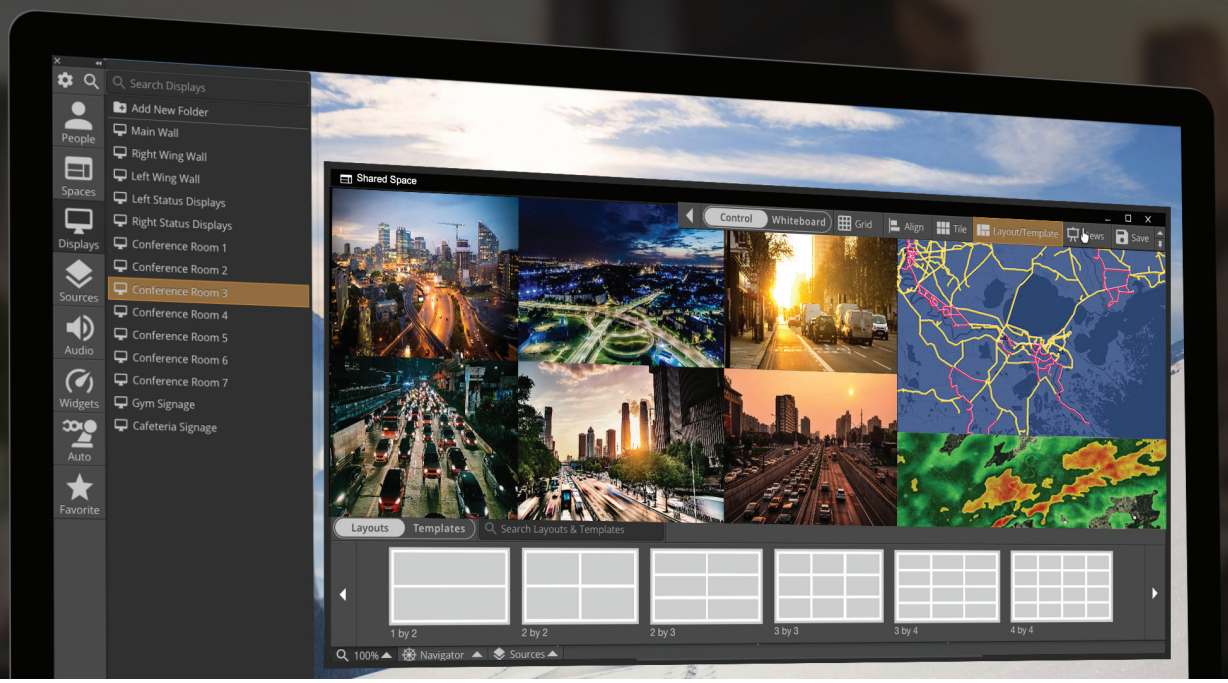
activu.com

vis|ability® on the Desktop

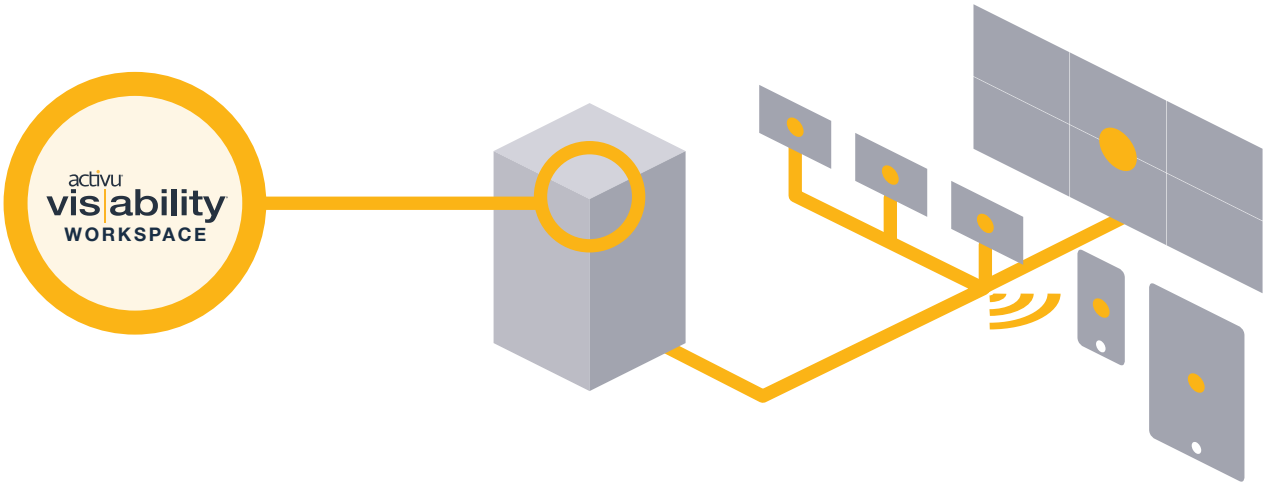


Vis|ability's graphic user interface is refined and powerful

Flawless operations and optimal situational awareness are the goals of any organizations, regardless of their mission: public utilities, traffic control, transportation management, military, security operations centers, and network operations centers, among many others.

To achieve complete situational awareness, critical decision-makers require efficient access to information, simplified communications tools, and an ability to understand and disseminate complex information quickly.

Vis|ability's completely new interface elegantly solves these challenges.



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vis|ability on the Desktop

User-Centered Design

Vis|ability provides intuitive access to sources available on the network. Vis|ability places the complete information environment directly into the hands of those who need it most—operators—and makes critical content simply accessible and sharable. With vis|ability, teams **see**, **share**, and **respond** quickly and efficiently and achieve optimal situational awareness, so operations perform at their best.

Collaboration, Built In

For information to be useful, not only must it be accessible, it must also be shared and assimilated. Designed specifically for control room environments, vis|ability allows users to easily share and collaborate across the organization, regardless of where the intended audience happens to be. Place information sources onto one or more video walls, share directly from the desktop any application or screen, or place content into a Space to provide instant sharing to any user with access to that Space.

Information, Accessible & Organized

Vis|ability allows users to organize information assets in a single place, easily accessible, and completely searchable. Nearly any source of information can be incorporated: web content, network cameras, streaming desktop content, documents, presentations, and applications can be defined and placed in the vis|ability Source tree, shared among users, and are immediately accessible from any desktop.

Best Video Wall Control in the Industry

With 30 years of control room experience, Activu delivers the most intuitive and flexible video wall management on the market today. Easily place and organize any information source to deliver the exact presentation needed for the operational environment. Dynamically place content, save content organization in layouts, or use templates, ensuring consistenly structured placement of critical information where it is needed most.

Requirements

Requirements	Minimum	Recommended
vis|ability Workspace Licensing	Per-User Licensing	
Operating System	Windows® 10 x64 Pro, Windows® Server 2016	
CPU	Intel® i5 5th generation or equivalent	Intel® i7 8th generation or higher
Memory	8GB RAM	16GB RAM
Storage	10GB HDD	100GB HDD
Graphics	Intel® Integrated graphics 6th generation	AMD® or Nvidia® discrete graphics card

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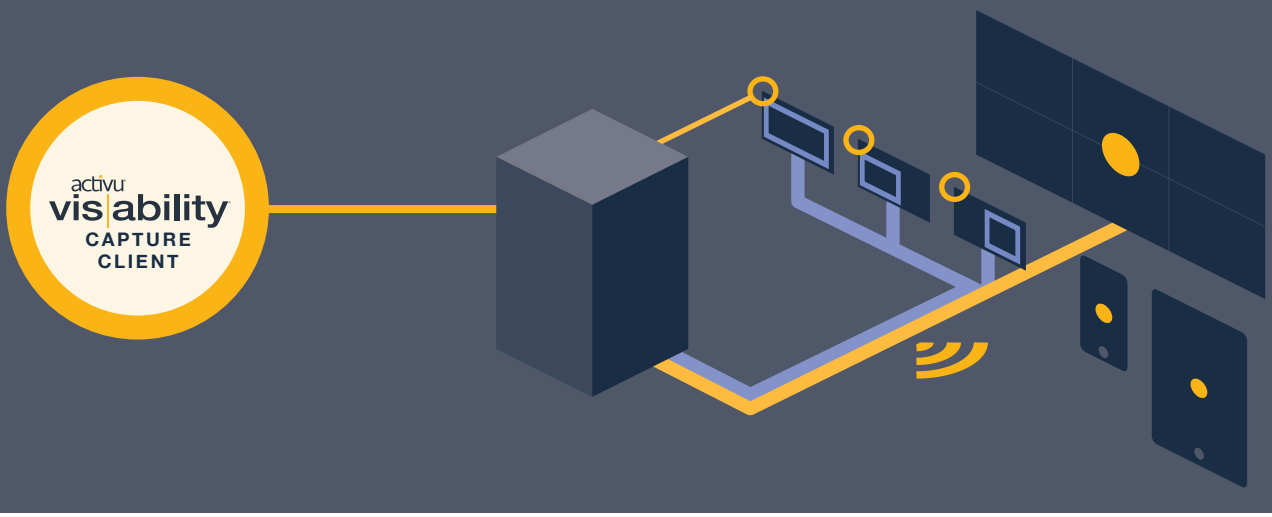
vis|ability® Capture Client™



Capture Client is the software that pulls content into vis|ability from computers on the network

Acquiring content from network-connected computers and delivering that content to video walls, desktops, and mobile users, Capture Client uses a software-only, adaptive encoding mechanism to ensure optimal visual results while maintaining the highest level of security and network efficiency.

Capture Client is able to intake the entire desktop from one or multiple screens, a single application, a predefined area of the desktop, or all the above at the same time, for complete flexibility of what and how desktop content is delivered to a vis|ability system.

Remote viewers with appropriate authentication become remote users through Capture Client, via the universal soft KVM feature.

Transmitting content through a vis|ability multiplexer ensures the burden on the source computer is minimized while distributing content to multiple destinations, desktops, video walls, or mobile users, simultaneously. Capture Client's proprietary encoding efficiently transports content with perfect lossless visual results, ultra-low latency (<100ms typical, as low as 10ms) and virtually unlimited capture resolution.

The information contained herein is subject to change without notice.

activu System Specification

Whether using high performance differential, or adaptively using H.264 video encoding for high motion information content, Capture Client can be utilized with nearly any computer, including virtual machines.

Requirements	Minimum	Recommended
Operating System	Windows® 10 Professional, Windows® 8/8.1, Windows® 7 Professional x32/x64, Windows® Server 2002, Windows® Server 2008SP2, Windows® Server 2012, Windows® Server 2016	
CPU	Intel® i3	Intel® i7
Memory	4GB RAM	16GB RAM
Storage	1GB available on HDD	1GB available on HDD
Graphics	-	AMD WX7100 graphics or equivalent
Network Requirements	Min 1GB Ethernet, recommend Dual NIC. Support IGMP v2 for multicast traffic. Please refer to “Activu on the Network” document for details on ports, protocols and firewall rules.	
Virtual Environments	1 processor, 2 cores, 8GB RAM, Dual NIC, 64GB graphics VDI	

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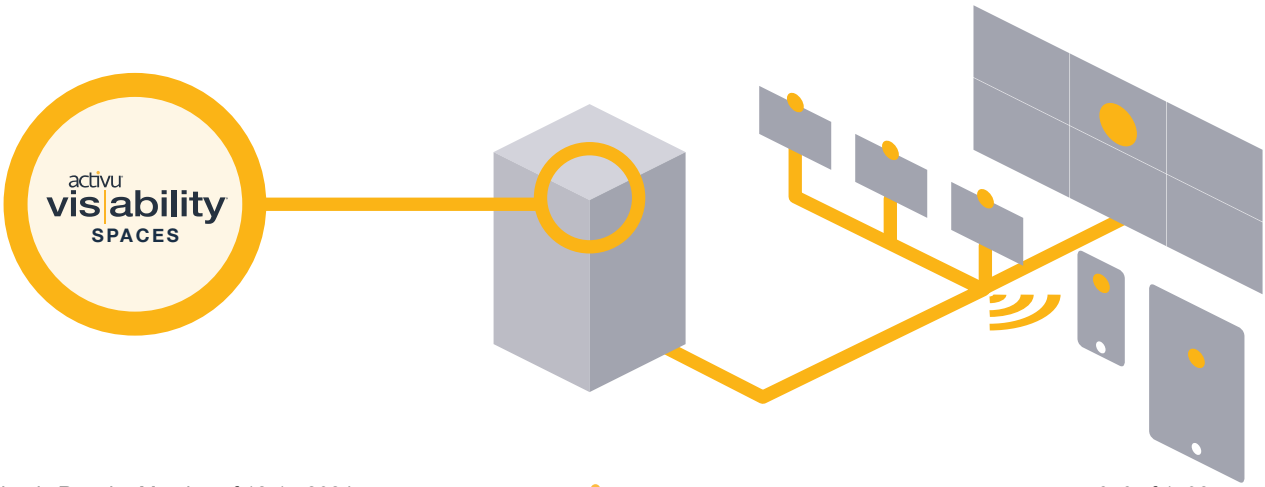
visability Spaces™

The visability® platform introduces a new and uniquely useful concept to the control room: **Spaces**.

A **visability** Space™ is a virtual real-time, common operating picture container that can be used to organize, view, & share disparate information throughout an entire organization.



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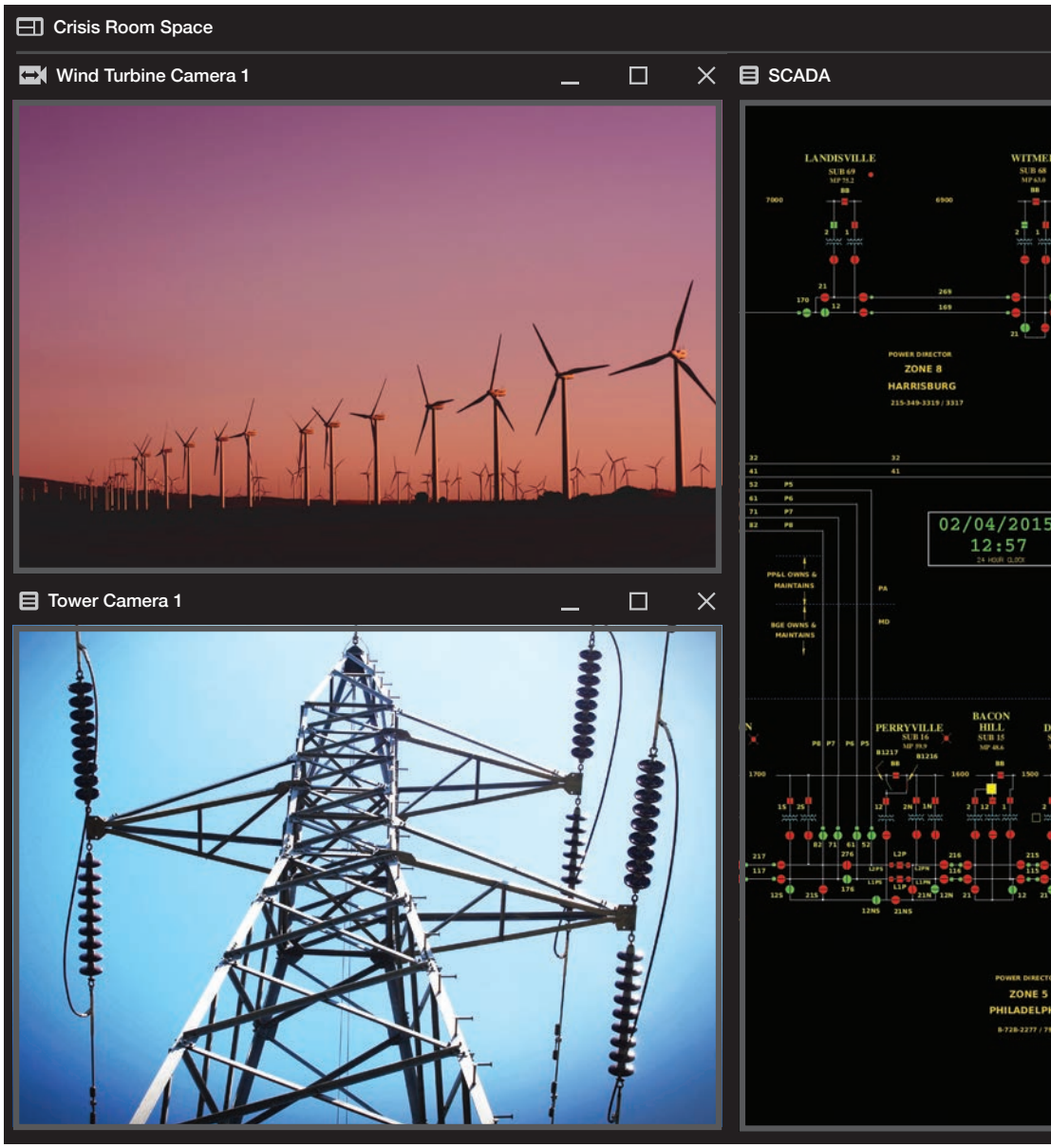
visability Spaces™



Any Information Source

Users can create Spaces to contain any information Source defined in the visability platform. Arranging related information, such as for a project, briefing, or related to a specific type of equipment—a Space can contain any information in multiple independent windows, each of which can be moved, scaled and stacked within the Space's virtual display area.

Any Destination

Spaces can be viewed on any destination display in the visability platform, whether a video wall, user desktop, or mobile device.

Shared & Collaborative

Spaces are saved in the Workspace Hub, and available for any user authorized by the Space's creator. For example, a Space can be made available for specific users, or users in a particular group, and can be modified as operational needs dictate. A creator can mark a public Space as read-only; meaning only the creator can make changes to that Space.

All instances of a Space are synchronized across all viewers—and changes are automatically reflected to each user or endpoint.

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Appendix 6: Training & Manuals

Training and Manuals

Activu Corporation will provide its' standard documentation package and will provide training for the End User's specified users including System Operators & Administrators.

Activu has included eight (8) hours of on-site training that will occur at or near the end of the installation period.

The specifics of the training program (schedule, number of students, etc.) can be discussed and modified to suit the needs of the Customer prior to the preparation of a final project schedule. Training will be conducted on a single day or consecutive days, so it is important for the Customer to coordinate the schedule with Activu to assure that all personnel to be trained are present during the scheduled time.

The following manuals are provided in electronic format (PDF) and one (1) printed color copy each:

- ***Vis|ability*** *Desktop Client Guide* - provides instruction on use of the Activu **vis|ability** system by end users. Topics covered in this document include how to manipulate displays, collaboration with other users, and the use of Spaces to create personal dashboards of **vis|ability** sources.
- ***Vis|ability*** *Administrator Guide* - provides administrators of an Activu **vis|ability** system instruction on various aspects of administration, including permissions (users and groups), source management, scripting, and Action Panel creation.
- ***Vis|ability*** *Scripting Reference* - provides descriptions and examples of the scripting commands and interfaces available within the Activu **vis|ability** system.
- ***Vis|ability*** *Troubleshooting Guide* - describes and provides solution suggestions for common issues that may occur during the operation of the Activu **vis|ability** system.
- ***Vis|ability*** *Installation Guide for Windows* - provides detailed instructions on this installation process for a typical Activu **vis|ability** system.

(Additional color manuals can be provided for a nominal printing fee.)

Appendix 7: Manufacturer's Equipment literature

Attached are manufacturer's spec sheets or brochures for the following equipment:

- LG UR640S9UD series LCD displays – 65-inch and 75-inch
- Dell Power Edge R360 Server
- Dell Precision R7960 Rack-Mounted Workstation

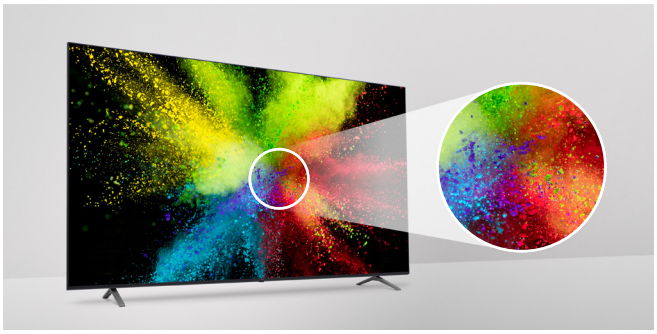
* All images in this datasheet are for illustrative purposes only.

UR640S9UD Series

LG Ultra HD TV Signage

- Superb Picture Quality with Ultra HD Resolution
- Attractive Design with Slim Depth
- Versatile Content Management with LG SuperSign CMS
- Embedded Content & Group Management

UR640S9UD Series	
Available Sizes	86” / 75” / 65” / 55” / 50” / 43”
Screen Resolution	3,840 × 2,160 (UHD)
Operation Time	16 Hours / 7 Days
Brightness	86” / 75”: 330 nits 65” / 55” / 50”: 400 nits 43”v: 300 nits
LG Solution Compatibility	Promota App, LG ConnectedCare, LG SuperSign CMS, LG SuperSign Control



SUPERB PICTURE WITH ULTRA HD RESOLUTION

With the resolution that is 4 times higher than Full HD, this model makes the color and details of the contents more vivid and realistic. In addition, the LG IPS panel provides a clear view of the picture contents even at extremely wide viewing angles.

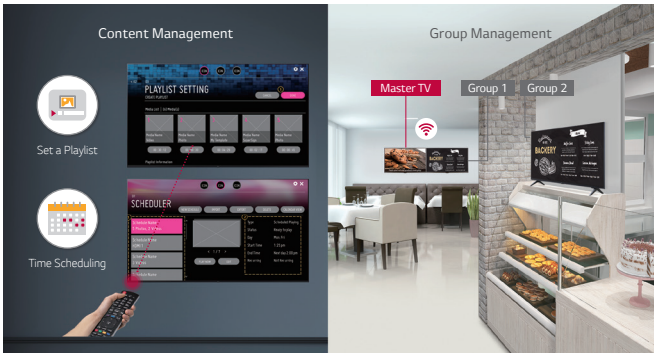
IMPROVED DESIGN WITH SLIM DEPTH

This series is thinner than LG conventional* models to save space and enable easy installation. In addition, its sophisticated design and color improve the décor of the space where the product is installed.

* 'LG Conventional' refers to LG UT640S series.

WIRELESS ACCESS POINT

The UR640S9UD series operates as a virtual router which can be an wireless access point for mobile devices.



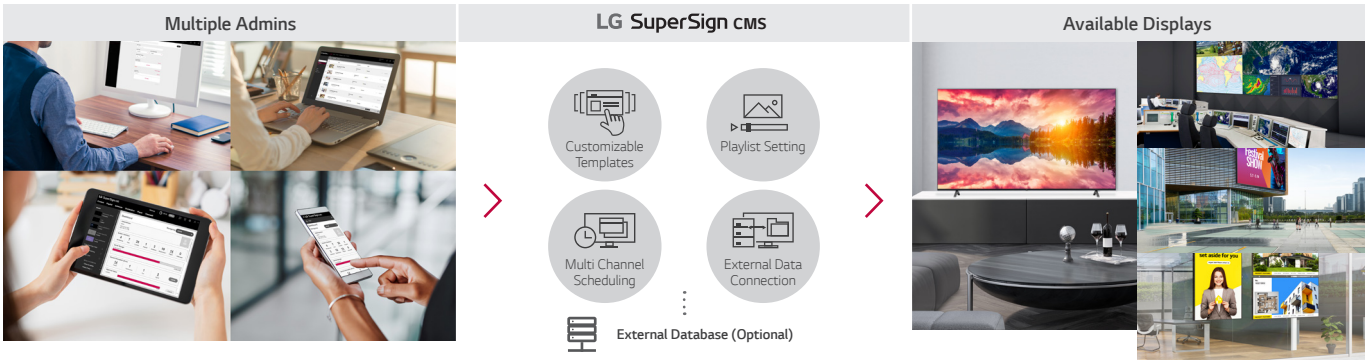
EMBEDDED CONTENT & GROUP MANAGEMENT

The embedded Content and Group Management System allows you to edit and play content, schedule playlists and groups, and control signage via remote control, mouse and mobile phone without the use of separate PC or software.

LG's SIMPLE ADVERTISEMENT HELPER, PROMOTA

Using LG's Promota* mobile application, you can easily create your own display contents. With Promota, you can add text and images to create an online profile for your business as well as deliver information such as event news, seasonal menus, promotions, and even more to your customers while leveraging easy-to-use templates relevant to your industry.

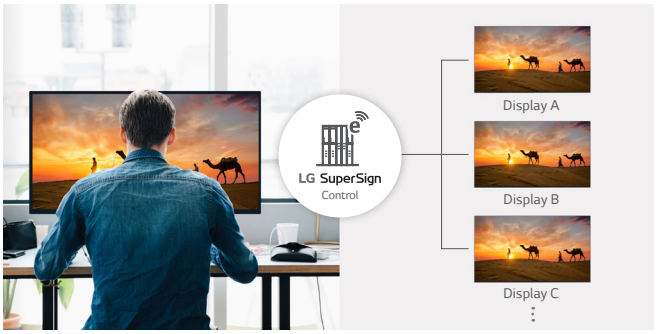
* LG Promota can be downloaded from the App Store and Google Play store.



VERSATILE CONTENT MANAGEMENT WITH LG SuperSign CMS

LG SuperSign CMS* is integrated management program supporting creation and management of digital media and content deployment, optimized for LG signage. With its simple and intuitive menus and layout options, it enhances content creation, editing, scheduling and distribution. In addition, it supports multiple displays and accounts, is able to be linked to external databases, and allows server access from mobile devices.

* LG SuperSign CMS is sold separately.



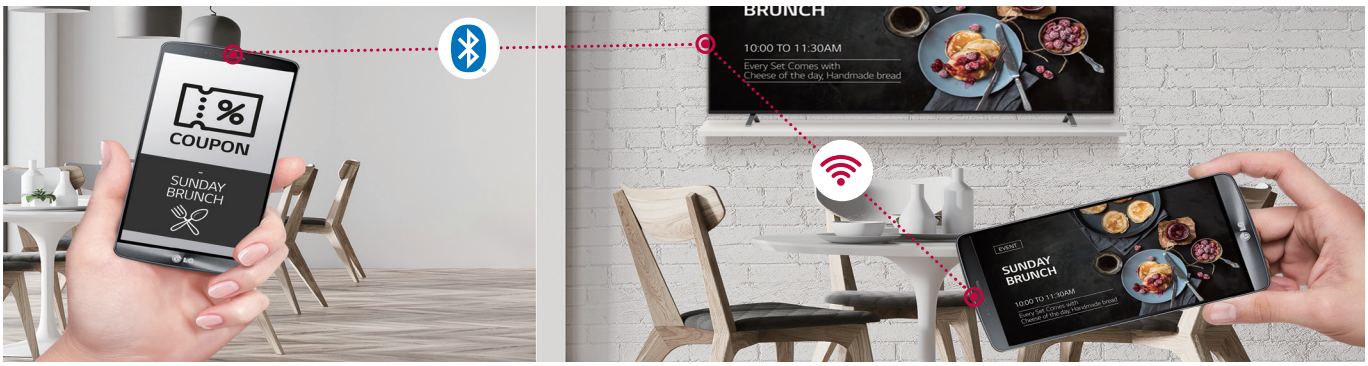
QUICK & EASY SIGNAGE CONTROL WITH LG SuperSign CONTROL

SuperSign Control is basic signage control software, and it can manage up to 100 displays through a single account and server. Power, volume, and scheduling can be remotely adjusted and firmware updates supported.

* LG SuperSign Control is sold separately.

DISPLAY POWER MANAGEMENT SUPPORT

Display Power Management (DPM) can be configured to be On only when there is a TV signal present to manage power more efficiently.



REAL-TIME PROMOTION

With Beacon and Bluetooth® Low Energy (BLE), shop managers can provide coupons and information in real-time.

CONTENT SHARING

Content Mirroring among devices is available on a same Wi-Fi network.

EASY MENU SETUP FOR VERTICAL NEEDS

The UR640S9UD series conveniently organizes frequently used menus* by industry.

* Pre-set support verticals: Corporate / Government / Retail / Meeting Room

REAL-TIME LG ConnectedCare SERVICE

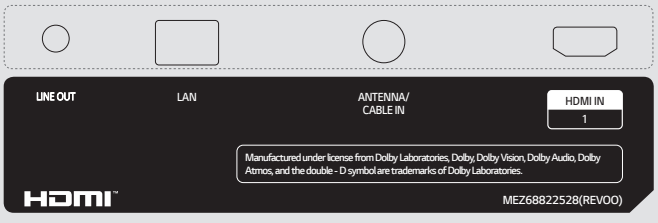
Maintenance is easy and fast with the optional LG ConnectedCare* service, a cloud service solution provided by LG. It remotely manages the status of displays in client workplaces for fault diagnosis and remote-control services, supporting the stable operation of clients' businesses.

* The availability of the 'LG ConnectedCare' service differs by region is sold separately. Contact the LG sales representative in your region for more details.

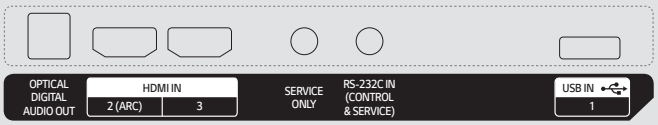
CONNECTIVITY

86"

Rear

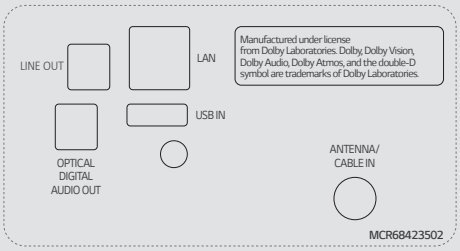


Side

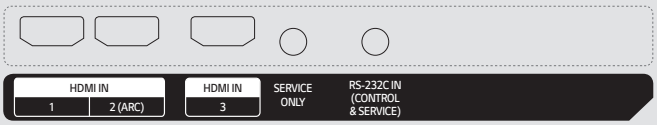


75" / 65" / 55" / 50" / 43"

Rear



Side



* Jack Panels may differ from the above image, so please contact LG sales team to verify before ordering.

		86UR640S9UD	75UR640S9UD	65UR640S9UD	55UR640S9UD	50UR640S9UD	43UR640S9UD
DISPLAY	Size	86"	75"	65"	55"	50"	43"
	Resolution	3840 X 2160 (UHD)	3840 X 2160 (UHD)	3840 X 2160 (UHD)	3840 X 2160 (UHD)	3840 X 2160 (UHD)	3840 X 2160 (UHD)
	Backlight Unit Type	Direct	Direct	Direct	Direct	Direct	Direct
	Brightness	330 nits	330 nits	400 nits	400 nits	400 nits	300 nits
	Dynamic Contrast Ratio (Dynamic MCI (Hz))	1,000,000:1	1,000,000:1	1,000,000:1	1,000,000:1	1,000,000:1	1,000,000:1
	Static (Panel) Contrast Ratio	1200:1	1200:1	1200:1	1300:1	5,000:1	1200:1
	Response Time (G to G)	5 ms	8 ms	8 ms	14 ms	19 ms	8 ms
	Refresh Rate	120 Hz	60 Hz	60 Hz	60 Hz	60 Hz	60 Hz
	Life Span	30,000 hrs	30,000 hrs	30,000 hrs	30,000 hrs	30,000 hrs	30,000 hrs
	HDR_HDR 10 Pro	Yes	Yes	Yes	Yes	Yes	Yes
	HDR_HLG	Yes	Yes	Yes	Yes	Yes	Yes
AUDIO	Built-in Speakers	2.0 channel, 10W + 10W	2.0 channel, 10W + 10W	2.0 channel, 10W + 10W	2.0 channel, 10W + 10W	2.0 channel, 10W + 10W	2.0 channel, 10W + 10W
	LG Sound Sync	Yes (Bluetooth Required)	Yes (Bluetooth Required)	Yes (Bluetooth Required)	Yes (Bluetooth Required)	Yes (Bluetooth Required)	Yes (Bluetooth Required)
BROADCASTING	Broadcasting System	ATSC, Clear QAM, Analog NTSC	ATSC, Clear QAM, Analog NTSC	ATSC, Clear QAM, Analog NTSC	ATSC, Clear QAM, Analog NTSC	ATSC, Clear QAM, Analog NTSC	ATSC, Clear QAM, Analog NTSC
	Global IPTV Support	Yes	Yes	Yes	Yes	Yes	Yes
SMART FEATURES	Smart Home (Launcher Bar)	Yes	Yes	Yes	Yes	Yes	Yes
	Quick Access	Yes	Yes	Yes	Yes	Yes	Yes
	Web Browser	Yes	Yes	Yes	Yes	Yes	Yes
	Pre-loaded App	YouTube	YouTube	YouTube	YouTube	YouTube	YouTube
	SDP Server compatibility	Yes	Yes	Yes	Yes	Yes	Yes
	SW Clock (World Clock / Alarm)	Yes	Yes	Yes	Yes	Yes	Yes
	Mood Display	Yes	Yes	Yes	Yes	Yes	Yes
	SoftAP	Yes	Yes	Yes	Yes	Yes	Yes
	Wi-Fi	802.11ac	802.11ac	802.11ac	802.11ac	802.11ac	802.11ac
	Screen Share (Miracast)	Yes	Yes	Yes	Yes	Yes	Yes
	Smart Share	Yes	Yes	Yes	Yes	Yes	Yes
	LG ThinQ App	Yes	Yes	Yes	Yes	Yes	Yes
	DIAL	Yes	Yes	Yes	Yes	Yes	Yes
	Bluetooth Audio Playback	Yes	Yes	Yes	Yes	Yes	Yes
	Mobile Connection Overlay	Yes	Yes	Yes	Yes	Yes	Yes
OTHER FEATURES	HDMI-ARC	ARC, HDMI2	ARC, HDMI2	ARC, HDMI2	ARC, HDMI2	ARC, HDMI2	ARC, HDMI2
	USB Cloning	Yes	Yes	Yes	Yes	Yes	Yes
	WOL	Yes	Yes	Yes	Yes	Yes	Yes
	SNMP	Yes	Yes	Yes	Yes	Yes	Yes
	Self Diagnostics (USB)	Yes	Yes	Yes	Yes	Yes	Yes
	SI Compatible Protocol	TVLink Tuner	TVLink Tuner	TVLink Tuner	TVLink Tuner	TVLink Tuner	TVLink Tuner
	HTNG-CEC	Yes	Yes	Yes	Yes	Yes	Yes
	Simplink (HDMI-CEC)	1.4	1.4	1.4	1.4	1.4	1.4
	IR Out	RS-232C	RS-232C	RS-232C	RS-232C	RS-232C	RS-232C
	Multi-code IR	Yes	Yes	Yes	Yes	Yes	Yes
	Hotel Mode / PDM / Installer Menu	Yes	Yes	Yes	Yes	Yes	Yes
	Lock mode	Yes (Limited)	Yes (Limited)	Yes (Limited)	Yes (Limited)	Yes (Limited)	Yes (Limited)
	Port Block	Yes	Yes	Yes	Yes	Yes	Yes
	Welcome Screen (Splash Image)	Yes	Yes	Yes	Yes	Yes	Yes
	Insert Image	Yes	Yes	Yes	Yes	Yes	Yes
	IP Channel Manager	Yes	Yes	Yes	Yes	Yes	Yes
	External Speaker Out	Int / Fixed, 3.5mm, Stereo, Single ended Type(GND,L+,R+), 2W with 8Ω	Int / Fixed, 3.5mm, Stereo, Single ended Type(GND,L+,R+), 2W with 8Ω	Int / Fixed, 3.5mm, Stereo, Single ended Type(GND,L+,R+), 2W with 8Ω	Int / Fixed, 3.5mm, Stereo, Single ended Type(GND,L+,R+), 2W with 8Ω	Int / Fixed, 3.5mm, Stereo, Single ended Type(GND,L+,R+), 2W with 8Ω	Int / Fixed, 3.5mm, Stereo, Single ended Type GND,L+, R+), 2W with 8Ω
	RJP (remote jack pack) Compatibility	Teleadapt/Guestlink (HDMI CEC)	Teleadapt/Guestlink (HDMI CEC)	Teleadapt/Guestlink (HDMI CEC)	Teleadapt/Guestlink (HDMI CEC)	Teleadapt/Guestlink (HDMI CEC)	Teleadapt/Guestlink (HDMI CEC)
	Moving Picture Playback (SD/HD/Plus HD)	Yes	Yes	Yes	Yes	Yes	Yes
	Auto Off / Sleep Timer	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes
	Energy Saving mode	Yes	Yes	Yes	Yes	Yes	Yes
	Motion Eye Care	Yes	Yes	Yes	Yes	Yes	Yes
	Crestron Certi. Compatibility	Yes	Yes	Yes	Yes	Yes	Yes
	DPM (Digital Power Management)	Yes	Yes	Yes	Yes	Yes	Yes
	Time scheduler	Yes	Yes	Yes	Yes	Yes	Yes
	RTC (Real Time Clock)	Yes	Yes	Yes	Yes	Yes	Yes
	NTP sync timer	Yes	Yes	Yes	Yes	Yes	Yes

		86UR640S9UD	75UR640S9UD	65UR640S9UD	55UR640S9UD	50UR640S9UD	43UR640S9UD
OTHER FEATURES	BEACON	Yes	Yes	Yes	Yes	Yes	Yes
	Embedded CM (Contents Manager)	Yes	Yes	Yes	Yes	Yes	Yes
	Embedded GM (Group Manager)	Yes	Yes	Yes	Yes	Yes	Yes
	Promota / Mobile CMS	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes
	SuperSign Control / Control Plus	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes	Yes / Yes
	SuperSign CMS(Premium)	Yes	Yes	Yes	Yes	Yes	Yes
	Simple Editor	Yes	Yes	Yes	Yes	Yes	Yes
INTERFACES	HDMI In	3 (v2.0)	3 (v2.0)	3 (v2.0)	3 (v2.0)	3 (v2.0)	3 (v2.0)
	RS-232C	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack
	Service Only	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack
	USB 2.0	1	1	1	1	1	1
	RF In	1	1	1	1	1	1
	Optical Digital Audio Out	1	1	1	1	1	1
	Line Out	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack	3.5mm Stereo Jack
	RJ45 (LAN)	1	1	1	1	1	1
MECHANICAL	Stand Type	86/75/65/55/50": 20Y 2Pole 43" : 18Y 2Pole	86/75/65/55/50": 20Y 2Pole 43" : 18Y 2Pole	86/75/65/55/50": 20Y 2Pole 43" : 18Y 2Pole	86/75/65/55/50": 20Y 2Pole 43" : 18Y 2Pole	86/75/65/55/50": 20Y 2Pole 43" : 18Y 2Pole	86/75/65/55/50": 20Y 2Pole 43" : 18Y 2Pole
	Front Color	Blue	Blue	Blue	Blue	Blue	Blue
	VESA Compatible	600 x 400	400 x 400	300 x 300	300 x 300	200 x 200	200 x 200
	Kensington Lock	Yes	Yes	Yes	Yes	Yes	Yes
	Weight without Stand	99.6 lbs / 45.2 kg	69.2 lbs / 31.4 kg	47.4 lbs / 21.5 kg	30.9 lbs / 14.0 kg	25.8 lbs / 11.7 kg	19.4 lbs / 8.8 kg
	Weight with Stand	101.2 lbs / 45.9 kg	70.8 lbs / 32.1 kg	48.1 lbs / 21.8 kg	31.3 lbs / 14.2 kg	26.2 lbs / 11.9 kg	19.6 lbs / 8.9 kg
	Shipping Weight	128.8 lbs / 58.4 kg	91.5 lbs / 41.5 kg	61.3 lbs / 27.8 kg	41.9 lbs / 19.0 kg	32.2 lbs / 14.6 kg	24.5 lbs / 11.0 kg
	Dimensions without Stand	75.9 x 43.5 x 2.4 in 1927 x 1104 x 59.9 mm	66.1 x 38.0 x 2.4 in 1678 x 964 x 59.9 mm	57.2 x 33.0 x 2.3 in 1454 x 838 x 57.7 mm	48.6 x 28.1 x 2.3 in 1235 x 715 x 57.5 mm	44.1 x 25.6 x 2.2 in 1121 x 651 x 57.1 mm	38.1 x 22.2 x 2.2 in 967 x 564 x 57.1 mm
	Dimensions with Stand	75.9 x 45.9 x 14.3 in 1927 x 1167 x 362 mm	66.1 x 40.4 x 14.3 in 1678 x 1027 x 362 mm	57.2 x 35.4 x 10.7 in 1454 x 899 x 271 mm	48.6 x 30.4 x 9.1 in 1235 x 772 x 232 mm	44.1 x 27.9 x 9.1 in 1121 x 708 x 232 mm	38.1 x 24.5 x 8.5 in 967 x 622 x 216 mm
	Dimensions in Shipping	83.3 x 47.8 x 9.0 in 2115 x 1215 x 228 mm	74.0 x 43.9 x 7.9 in 1880 x 1115 x 200 mm	63.0 x 38.2 x 6.8 in 1600 x 970 x 172 mm	53.5 x 31.9 x 6.4 in 1360 x 810 x 162 mm	47.8 x 30.5 x 6.0 in 1215 x 775 x 152 mm	41.5 x 26.0 x 5.6 in 1055 x 660 x 142 mm
	Bezel Width (L/R/U/B): On Bezel	15.9 / 15.9 / 15.9 / 19.9 mm	13.9 / 13.9 / 13.9 / 19.9 mm	12.8 / 12.8 / 12.8 / 19.9 mm	12.8 / 12.8 / 12.8 / 19.9 mm	12.8 / 12.8 / 12.8 / 19.9 mm	12.8 / 12.8 / 12.8 / 19.9 mm
	Bezel Width (L/R/U/B): Off Bezel	6.9 / 6.9 / 6.9 / 18.4 mm	7.9 / 7.9 / 7.9 / 18.4 mm	6.8 / 6.8 / 6.8 / 18.4 mm	6.9 / 6.9 / 6.9 / 18.4 mm	7.3 / 7.3 / 7.8 / 18.4 mm	6.9 / 6.9 / 6.9 / 18.4 mm
POWER	Power Supply (Voltage, Hz)	120 Vac, 50/60 Hz	120 Vac, 50/60 Hz	120 Vac, 50/60 Hz	120 Vac, 50/60 Hz	120 Vac, 50/60 Hz	120 Vac, 50/60 Hz
	Power Consumption (Max)	339 W	228 W	198 W	166.3 W	144.8 W	119.1 W
	Power Consumption (Typ)	313 W	202 W	169 W	140.1 W	118.8 W	97.7 W
	Standby Power Consumption	Less than 0.5W	Less than 0.5W	Less than 0.5W	Less than 0.5W	Less than 0.5W	Less than 0.5W
WARRANTY & OTHER	Standards	UL	UL	UL	UL	UL	UL
	EMC Certification	FCC	FCC	FCC	FCC	FCC	FCC
	Environmental	EPEAT, ISTA6	EPEAT, ISTA6	EPEAT, ISTA6	EPEAT, ISTA6	EPEAT, ISTA6	EPEAT, ISTA6
	Accessories	L-Con Remote Control, Power Cable (2m, Attached), Optional Chromecast Anti-theft Accessory	L-Con Remote Control, Power Cable (2m, Attached), Optional Chromecast Anti-theft Accessory	L-Con Remote Control, Power Cable (2m, Attached), Optional Chromecast Anti-theft Accessory	L-Con Remote Control, Power Cable (2m, Attached), Optional Chromecast Anti-theft Accessory	L-Con Remote Control, Power Cable (2m, Attached), Optional Chromecast Anti-theft Accessory	L-Con Remote Control, Power Cable (2m, Attached), Optional Chromecast Anti-theft Accessory

Redlands Regular Meeting of 12-17-2024

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SPEC_UR640S_072118_LR

DELL Technologies

Specification Sheet

PowerEdge R360

Deliver powerful compute with a single processor server

The Dell PowerEdge R360 addresses evolving compute demands with an easy to manage rack server designed for businesses looking for affordable enterprise features.

Elevate your enterprise to new heights with PowerEdge R360

Powered by the latest Intel® Xeon® E-2400 processors, Dell PowerEdge R360 is designed for productivity and data intensive applications, making it ideal for your growing business. With 4400/MT DDR5 and advanced NVMe BOSS-N1, it supports reduced latency and seamless scalability to bring the computing capability to the next level. Beyond the computing power, the Dell PowerEdge R360 is equipped with energy-efficient power supply, hot-plug storages, air cooling fans to make it a reliable, responsible, and secure choice.

Enterprise-level GPU support

The PowerEdge R360 supports NVIDIA A2 GPU to meet the growing demand in video and audio computing. It provides cost-effective solutions for ROBO and Near-Edge customers from retail, manufacturing, and logistics.

This makes the PowerEdge R360 a powerful and versatile server for small to mid-sized businesses to enable a variety of workloads ranging from business-critical to cloud infrastructure. It is also widely used for point-of-sale transactions and enterprise level requirements for data analysis and virtualization.

Cyber Resilient Architecture for Zero Trust IT environment & operations

Security is integrated into every phase of the PowerEdge lifecycle, including protected supply chain and factory-to-site integrity assurance. Silicon-based root of trust anchors end-to-end boot resilience while Multi-Factor Authentication (MFA) and role-based access controls ensure trusted operations.

Increase efficiency and accelerate operations with autonomous collaboration

The Dell OpenManage systems management portfolio tames the complexity of managing and securing IT infrastructure. Using Dell Technologies' intuitive end-to-end tools, IT can deliver a secure, integrated experience by reducing process and information silos in order to focus on growing the business. The Dell OpenManage portfolio is the key to your innovation engine, unlocking the tools and automation that help you scale, manage, and protect your technology environment.

Sustainability

From recycled materials in our products and packaging, to thoughtful, innovative options for energy efficiency, the PowerEdge portfolio is designed to make, deliver, and recycle products to help reduce the carbon footprint and lower your operation costs. We even make it easy to retire legacy systems responsibly with Dell Technologies.

Services

Rest easier with Dell Technologies Services. Maximize your PowerEdge Servers with comprehensive services ranging from Consulting, to ProDeploy and ProSupport suites, Data Migration and more – available across 170 countries and backed by our 60K+ employees and partners.

PowerEdge R360

The Dell PowerEdge R360 offers streamlined productivity, high-speed memory and capacity, and powerful compute to address common business applications. Ideal for inside or outside of the data center:

- Small to mid-sized businesses
- ROBO / Near-edge
- Collaboration and sharing
- Database support and management

Feature	Technical Specifications
Processor	One Intel Xeon E-2400 series processor with up to 8 cores or One Intel Pentium G7400/G7400T processor with 2 cores
Memory	• 4 DDR5 DIMM slots, supports UDIMM 128 GB max, speeds up to 4400 MT/s • Supports unregistered ECC DDR5 DIMMs only
Storage controllers	• Internal Controllers: HBA355i Adpt, PERC H355 Adpt, PERC H755 Adpt, HBA355i front, H355 front, H755 front • Internal Boot: Internal USB 3.0, or Boot Optimized Storage Subsystem (BOSS-N1): HWRAID 2 x M.2 SSDs, USB • External HBAs (non-RAID): HBA355e Adpt • Software Controller: S160
Drive Bays	Front bays: • Up to 4 x 3.5-inch SAS/SATA (HDD/SSD) max 64 TB • Up to 8 x 2.5-inch SAS/SATA (SSD) max 61.44 TB
Power Supplies	• 600 W Platinum 100 — 240 VAC or 240 VDC, hot swap redundant • 700 W Titanium 200 — 240 VAC or 240 VDC, hot swap redundant
Cooling Options	Air cooling
Fans	• Up to 4 fans
Dimensions	• Height – 42.8 mm (1.68 inches) • Width – 482.0 mm (18.97 inches) • Depth – 585.3 mm (23.04 inches) without bezel • Depth — 598.9 mm (23.57 inches) with bezel
Form Factor	1U rack server
Embedded Management	• iDRAC9 • iDRAC Direct • iDRAC RESTful API with Redfish • iDRAC Service Manual
Bezel	Security bezel or Optional Filter bezel
OpenManage Software	• OpenManage Enterprise • OpenManage Power Manager plugin • OpenManage Service plugin • OpenManage Update Manager plugin • CloudIQ for PowerEdge plug in • OpenManage Enterprise Integration for VMware vCenter • OpenManage Integration for Microsoft System Center • OpenManage Integration with Windows Admin Center
Mobility	OpenManage Mobile
OpenManage Integrations	• BMC Truesight • Microsoft System Center • OpenManage Integration with ServiceNow • Red Hat Ansible Modules • Terraform Providers • VMware vCenter and vRealize Operations Manager
Security	• Cryptographically signed firmware • Data at Rest Encryption (SEDs with local or external key mgmt) • Secure Boot • Secured Component Verification (Hardware integrity check) • Secure Erase • Secured-core server • Silicon Root of Trust • System Lockdown (requires iDRAC9 Enterprise or Datacenter) • TPM 2.0 FIPS, CC-TCG certified, TPM 2.0 China NationZ
Embedded NIC	2 x 1 GbE LOM
GPU Options	1 x 60 W single-width GPU
Ports	Front Ports • 1 x iDRAC Direct (Micro-AB USB) port • 1 x USB 2.0 Rear Ports • 1 x Dedicated iDRAC Ethernet port • 1 x USB 2.0 • 1 x USB 3.2 Gen1 • 1 x VGA • 1 x Serial
	Internal Ports • 1 x USB 3.2 Gen1
PCIe	Up to two PCIe Gen4 slots on the Gen4 Riser • Slot 1: 1 x8 with x8 bandwidth, Half Length, Low Profile • Slot 2: 1 x16 with x8 bandwidth, Half Length, Low Profile • One dedicated PCIe x8 slot on the system board for internal PERC

Feature	Technical Specifications
Operating System and Hypervisors	• Canonical Ubuntu Server LTS • Microsoft Windows Server with Hyper-V • Red Hat Enterprise Linux • SUSE Linux Enterprise Server • VMware ESXi For specifications and interoperability details, see Dell.com/OSsupport.
OEM-ready version available	From bezel to BIOS to packaging, your servers can look and feel as if they were designed and built by you. For more information, visit Dell.com/OEM.

APEX on Demand

APEX Flex on Demand Acquire the technology you need to support your changing business with payments that scale to match actual usage. For more information, visit www.delltechnologies.com/en-us/payment-solutions/flexible-consumption/flex-on-demand.htm.

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DELL Technologies

Precision 7960 Rack

Be more productive, as you power your purpose.

Dell Technologies is the world's number one workstation company*

*Based on IDC Workstation Tracker, Q2 CY 23.

Precision 7960 Rack

Intelligent performance

Up to (2) Intel® Xeon® 350W, 56 cores processors, (2) AMD or NVIDIA 300W graphics, 128TB storage (8) M.2, (7) PCIe Gen 4/5 slots, up to 8TB of 4800MHz (DDR5) memory

Dell Optimizer for Precision

User experience

Front accessible and lockable storage

Optical Disk Drive optional

Fast network speeds (1G, 10G, 25G)

USB 3.2 Type A ports

Mission critical reliability and security

ISV Certifications

ECC memory

Advanced thermals

TPM 2.0, lockable chassis with intrusion detection, self encrypting drives

Dell Optimizer for Precision

Dell Optimizer is our AI-based optimization software that learns and responds to the way you work, designed to automatically improve application and device performance, PC and accessory battery run-time, audio/video settings and privacy – all in the background while you're working.

Boost productivity up to 28% on routine tasks[1]

Application Optimization analyzes how you use your preferred apps to increase performance, helping you handle tasks efficiently.

Get up to 18% in power savings[2]

Save energy without sacrificing performance for ultimate efficiency with Power Optimization. Achieve power savings when you set your PC to Quiet Mode on your thermal management settings — giving you up to 2.4 watts of power savings compared to default mode.*

Experience 2x faster network performance[1]

Network Optimization provides the world's first simultaneous multi-network connection for faster data and video downloads[3], and joins the best network[4] available.

Access personalized insights

Our Analytics feature monitors the utilization of your PC by analyzing your system's battery, storage, CPU, and memory behavior to review your system's reliability and problem history.

Enhanced audio

Intelligent Audio senses your surroundings and improves the conferencing experience by removing unwanted sounds, alerts you when your voice quality is poor, and provides a better collaboration experience for you and all call participants.

An intelligent ecosystem

Enjoy easy pairing and management of your Dell monitors and accessories with the integration of Dell Display Manager and Dell Peripheral Manager.

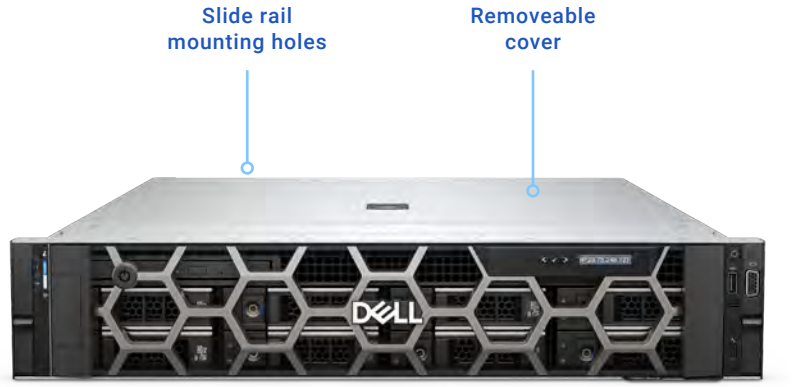
▶ Click here to learn more about Dell Optimizer

1. Based on A Principled Technologies Report that ran PC performance benchmarks on Dell Latitude 9430 laptops and OptiPlex 7400 all-in-one desktop PCs: Improve PC app performance, battery charging, and end-user experiences with Dell Optimizer, June 2023
2. This is based on a Dell internal study, testing power and performance within our Dell Optimizer power module. White paper published November 2022 https://www.delltechnologies.com/asset/en-us/solutions/business-solutions/industry-market/maximizing-power-efficiency-with-dell-optimizer-a-case-study.pdf
3. Best network selection based on signal strength, channel congestion, router type and others. Network suggestions based on user credentials.
4. Best network selection based on signal strength, channel congestion, router type and others. Network suggestions based on user credentials.

*Based on Dell internal analysis, September 2022. Not all features available with all PCs. Additional purchase required for some features.

An ultra scalable 2U rack workstation

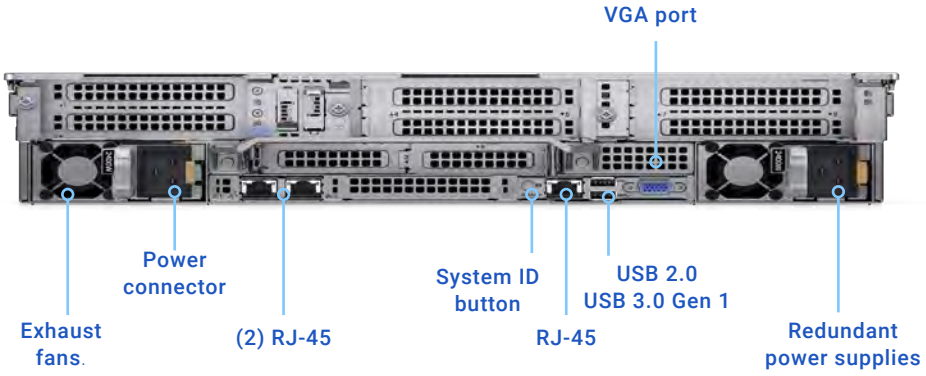
Be productive from almost anywhere with a powerful, secured access rack based solution that keeps your intellectual property safely in the data center.



ISV Certifications

TPM 2.0, lockable chassis with intrusion detection, self encrypting drives

Secure remote access with Teradici PCoIP dual and quad display remote workstation cards and Amulet Hotkey dual and quad display Zero Clients



Sustainability on Dell Precision 7960 Rack

Built with sustainable materials

This Precision workstation incorporates up to 41% post-consumer recycled plastic content in it's construction, including closed-loop plastic.**

Packaging innovation

Ships in packaging made with at least 95.8% recycled or renewable content.*

Environmental Certifications & Registrations

Meeting the following environmental standards helps customers trust our sustainability efforts and see how our products adhere to energy-efficiency specifications and other climate-related standards.

See how we are reducing the impact of our products and solutions
Dell.com/Sustainable-Devices

*48.3 % recycled plastic and 47.5% renewable materials in the form of sustainably sourced fibers. Percentages may vary slightly by region. Excludes optional items added to order and included in box.
**Based on internal analysis, November 2023. Percentage based on plastic weight.

FEATURE	TECHNICAL SPECIFICATION
MODEL NUMBER[1]	Precision 7960 Rack
CHIPSET	Intel C741
PROCESSOROPTIONS[1]	Intel® Xeon® Silver 4410Y, 30MB cache, 12 cores, 24 threads, 2.0GHz to 3.9GHz Turbo, 150W Intel® Xeon® Gold 5415+, 23MB cache, 8 cores, 16 threads, 2.9GHz to 4.1GHz Turbo, 150W Intel® Xeon® Silver 4416+, 38MB cache, 20 cores, 40 threads, 2.0GHz to 3.9GHz Turbo, 165W Intel® Xeon® Gold 5418Y, 45MB Cache, 24 cores, 48 threads, 2.0GHz to 3.8GHz Turbo, 185W Intel® Xeon® Gold 5420+, 53MB cache, 28 cores, 56 threads, 2.0GHz to 4.1GHz Turbo, 205W Intel® Xeon® Gold 6430, 60MB cache, 32 cores, 64 threads, 2.1GHz to 3.4GHz Turbo, 270W Intel® Xeon® Gold 6434, 23MB cache, 8 cores, 16 threads, 3.7 GHz to 4.1GHz Turbo, 195W Intel® Xeon® Gold 6426Y, 8MB cache, 16 cores, 32 threads, 2.6GHz to 4.0GHz Turbo, 225W Intel® Xeon® Gold 6442Y, 60MB cache, 24 cores, 48 threads, 2.5GHz to 4.0GHz Turbo, 185W Intel® Xeon® Gold 6448Y, 60MB cache, 32 cores, 64 threads, 2.1GHz to 4.1GHz Turbo, 225W Intel® Xeon® Gold 6444Y, 45MB cache, 16 cores, 32 threads, 3.6GHz to 4.0GHz Turbo, 270W Intel® Xeon® Platinum 8452Y, 68MB cache, 36 cores, 72 threads, 2.0GHz to 3.2GHz Turbo, 300W Intel® Xeon® Platinum 8460Y, 105MB cache, 40 cores, 80 threads, 2.0GHz to 3.7GHz Turbo, 300W Intel® Xeon® Platinum 8462Y, 60MB cache, 32 cores, 64 threads, 2.8GHz to 4.1GHz Turbo, 300W Intel® Xeon® Platinum 8468, 105MB cache, 48 cores, 96 threads, 2.1GHz to 3.8GHz Turbo, 350W Intel® Xeon® Platinum 8470, 105MB cache, 52 cores, 104 threads, 2.0GHz to 3.8GHz Turbo, 350W Intel® Xeon® Platinum 8480+, 105MB cache, 56 cores, 112 threads, 2.0GHz to 3.8GHz Turbo, 350W
OPERATING SYSTEM[1]	Windows 11 for Workstations Ubuntu® 22.04, 64-bit Red Hat® Linux® 8.6 Enterprise WS
MEMORY OPTIONS[1,2,3]	16GB, 1 x 16GB, DDR5, 4800MHz ECC 32GB, 1 x 32GB, DDR5, 4800MHz ECC 32GB, 2 x 16GB, DDR5, 4800MHz ECC 64GB, 1 x 64GB, DDR5, 4800MHz ECC 64GB, 2 x 32GB, DDR5, 4800MHz ECC 64GB, 4 x 16GB, DDR5, 4800MHz ECC 96GB, 6 x 16GB, DDR5, 4800MHz ECC 128GB, 1 x 128GB, DDR5, 4800MHz ECC 128GB, 2 x 64GB, DDR5, 4800MHz ECC 128GB, 4 x 32GB, DDR5, 4800MHz ECC 128GB, 8 x 16GB, DDR5, 4800MHz ECC 192GB, 6 x 32GB, DDR5, 4800MHz ECC 192GB, 12 x 16GB, DDR5, 4800MHz ECC 256GB, 1 x 256GB, DDR5, 4800MHz, ECC 256GB, 2 x 128GB, DDR5, 4800MHz,ECC 256GB, 4 x 64GB, DDR5, 4800MHz ECC 256GB, 8 x 32GB, DDR5, 4800MHz ECC 256GB, 16 x 16GB, DDR5, 4800MHz ECC 384GB, 6 x 64GB, DDR5, 4800MHz ECC 384GB, 12 x 32GB, DDR5, 4800MHz ECC 384GB, 24 x 16GB, DDR5, 4800MHz ECC 512GB, 2 x 256GB, DDR5, 4800MHz, ECC 512GB, 4 x 128GB, DDR5, 4800MHz,ECC 512GB, 8 x 64GB, DDR5, 4800MHz ECC 512GB, 16 x 32GB, DDR5, 4800MHz ECC 512GB, 32 x 16GB, DDR5, 4800MHz ECC 768GB, 6 x 128GB, DDR5, 4800MHz ECC 768GB, 12 x 64GB, DDR5, 4800MHz ECC 768GB, 24 x 32GB, DDR5, 4800MHz ECC 1 TB 4x 256GB, DDR5, 4800MHz,ECC 1 TB, 8 x 128GB, DDR5, 4800MHz,ECC 1 TB, 16 x 64GB, DDR5, 4800MHz ECC 1 TB, 32 x 32GB, DDR5, 4800MHz ECC 1.5 TB, 6 x 256GB, DDR5, 4800MHz, ECC 1.5 TB, 12 x 128GB, DDR5, 4800MHz ECC 1.5 TB, 24 x 64GB, DDR5, 4800MHz ECC 2 TB 8 x 256GB, DDR5, 4800MHz ECC 2 TB 16 x 128GB, DDR5, 4800MHz ECC 2 TB, 32 x 64GB, DDR5, 4800MHz ECC 3 TB, 12 x 256GB, DDR5, 4800MHz,ECC 3 TB, 24 x 128GB, DDR5, 4800MHz ECC 4 TB, 16 x 256GB, DDR5, 4800MHz ECC 4 TB, 32 x 128GB, DDR5, 4800MHz ECC 6 TB, 24 x 256GB, DDR5, 4800MHz ECC 8 TB, 32 x 256GB, DDR5, 4800MHz ECC
GRAPHICS	Up to 2x Double wide graphics cards in PCIe Gen 5 slots – requires dual CPU system with 1400/2400W PSU **NVIDIA:** NVIDIA® RTX™ 6000 ADA 48GB GDDR6 NVIDIA® RTX™ A6000, 48GB GDDR6 NVIDIA® RTX™ A5500, 24GB GDDR6 NVIDIA® RTX™ A4500, 20GB GDDR6 NVIDIA® RTX™ A4000, 16GB GDDR6 NVIDIA® RTX™ A2000, 12GB GDDR6 NVIDIA® T1000 LP/FH, 8GB GDDR6 NVIDIA® T400 LP/FH, 4GB GDDR6 **AMD:** AMD Radeon™ W6400 LP/FH, 4GB GDDR6

FEATURE	TECHNICAL SPECIFICATION
MODEL NUMBER[1]	Precision 7960 Rack
STORAGE OPTIONS [1,5]	Support for up to (8) 2.5" or 3.5" SATA/SAS drives, up to 8* x M.2 NVMe PCIe SSDs PERC H755 motherboard PCIe HW RAID controller required for SAS drive support M.2 NVMe PCIe SSDs Up to 8x 4TB drives on 2x Dell Precision Ultra-Speed Drive Quad x16 PCIe cards. *Requires dual CPU config and graphics card in low profile riser slot
BOOT DRIVES [1,5]	Boot from Dell Ultra Speed Drive Quad or Duo PCIe card M.2 2280, 512GB, PCIe NVMe Gen4 x4, SSD, Class 40 M.2 2280, 1TB, PCIe NVMe Gen4 x4, SSD, Class 40 M.2 2280, 2TB, PCIe NVMe Gen4 x4, SSD, Class 40 M.2 2280, 4TB, PCIe NVMe Gen4 x4, SSD, Class 40
DATA DRIVES [1,5]	2.5-inch, 600GB, 15,000RPM, SAS, Enterprise HDD 2.5-inch, 1.2TB, 10,000RPM, SAS, Enterprise HDD 2.5-inch, 2.4TB, 10,000RPM, SAS, Enterprise HDD 3.5-inch, 2TB, 7200RPM, SATA, Enterprise HDD 3.5-inch, 4TB, 7200RPM, SATA, Enterprise HDD 3.5-inch, 8TB, 7200RPM, SATA, Enterprise HDD 3.5-inch, 12TB, 7200RPM, SATA, Enterprise HDD 2.5-inch, 1.92TB, MU, SATA, Enterprise SSD
STORAGE CONTROLLERS	Integrated: 2x Intel chipset 6Gb/s SATA controllers with 4 ports each (total 8) for SATA HDD/SSD. 1 port for optical drive Intel vROC SW SATA RAID 0,1,5,10 supported across 4 SATA ports on 1st controller only. (Maximum 4 drives in RAIDset) Optional Intel vROC Standard SW NVMe RAID 0,1,10 option (motherboard activation key) for M.2 NVMe PCIe SSDs on 1st Dell Ultra-Speed Drive Quad x16 or Duo x8 card (0,1). Optional Intel vROC Premium SW NVMe RAID 0,1,5,10 option (motherboard activation key) for M.2 NVMe PCIe SSDs on 1st Dell Ultra-Speed Drive Quad x16 or Duo x8 card (0,1). Optional PERC H755P SATA/SAS Motherboard Hardware RAID PCIe controller with 8GB cache (battery backup), RAID 0/1/5/10 (no JBOD with SATA drives)
PRODUCTIVITY SOFTWARE[1]	Microsoft Office Home and Business Commercial Microsoft Office 2021 Professional Commercial Dell Optimizer for Precision
SECURITY SOFTWARE	McAfee® Small Business Security 30-day free trial McAfee® Small Business Security 12-month subscription McAfee® Small Business Security 36-month subscription Dell Encryption Personal Dell Encryption Enterprise
ADD-IN CARDS	Dell Precision Ultra-Speed Drive Quad (x16) and Duo (x8) low profile PCIe cards support M.2 NVMe drives with active cooling up to 2 and 4 NVMe drives respectively Dual display (full height and low profile) PCoIP remote workstation PCIe cards Quad display (full height) PCoIP remote workstation PCIe cards Serial port (full height, low profile) PCIe card - single port
SECURITY OPTIONS	Trusted Platform Module (TPM 2.0); Setup/BIOS Password, I/O Interface Security, lockable top cover and lockable front bezel, Dell Encryption Enterprise
WARRANTY[9,10]	3-year Basic warranty with hardware service with on-site/in-home service after remote diagnosis 4-year Basic warranty with hardware service with on-site/in-home service after remote diagnosis 5-year Basic warranty with hardware service with on-site/in-home service after remote diagnosis 3-year ProSupport with Next Business Day on-site service 4-year ProSupport with Next Business Day on-site service 5-year ProSupport with Next Business Day on-site service 3-year ProSupport Plus for Client with Next Business Day on-site service 4-year ProSupport Plus for Client with Next Business Day on-site service 5-year ProSupport Plus for Client with Next Business Day on-site service
ACCIDENTAL DAMAGE SERVICES	3-year Accidental Damage Service 4-year Accidental Damage Service 5-year Accidental Damage Service
PORTS SLOTS AND CHASSIS	Front Ports: iDRAC Direct port (1x Micro USB 2.0) USB 2.0 port VGA Port intended for IDRAC use Rear Ports: USB 2.0 port USB 3.0 Gen1 port iDRAC Enterprise Dedicated Network connector VGA port intended for IDRAC use (2) RJ45 Ethernet ports 1GbE LOM standard and one of three OCP3 NIC cards options in dedicated slot) (4) RJ45 Ethernet ports 1GbE (OCP3 card option) (4) RJ45 Ethernet ports 10GbE (OCP3 card option) (4) 10/25GbE SFP28 ports (OCP3 card option) Slots: 7 Slots in riser cards with Dual CPUs Single CPU has 1x Gen 4 x16 (FH/FL) slot, 1x Gen 5 x16 (FH/FL) slot, 1x Gen 4 x16 low profile (FL) slot (Reserved primarily for NVMe boot with Dell Ultra-Speed Duo x8 LP PCIe card Dual CPU has above slots plus 1x Gen 5 x16 double width slot, 2x Gen 4 x8 FH/HL slots, 1 Gen 4 x16 low profile (FL) slot Up to 2x dual or single width graphics cards with dual CPUs.
OPTICAL DRIVE	8x DVD-ROM 9.5mm optical drive 8x DVD+/-RW 9.5mm optical drive

FEATURE	TECHNICAL SPECIFICATION
MODEL NUMBER[1]	Precision 7960 Rack
CHASSIS	U.S. Height: 3.39in Width (front): 18.98in. Width (rear): 17.08in. Depth with bezel: 30.4in. Weight: Maximum: 65.36lbs. Minimum: 46.25lbs. Rest of the world Height: 86.8mm Width (front): 482mm Width (rear): 434mm Depth with bezel: 772.13mm Weight: Maximum: 29.64kg Minimum: 20.98kg
POWER SUPPLIES	One or two redundant, hot pluggable 800W (Platinum), 1100W (Titanium) and 1400W (120V) / 2400W (240V) (Platinum) power supplies. Note: Dual non-redundant PSUs are often needed to provide sufficient power for richer CPU/GPU configurations at a given PSU power level. The 1400W/2400W PSUs have C19 power cords which require 20A @120V or 240V AC circuits.
NETWORK CARDS	Entry: Broadcom 5720 Dual Port 2x 1GbE LOM default or OCP3 NIC options OCP 3.0 NIC Options – consume OCP 3.0 NIC slot: Intel i350 Quad Port 1GbE BASE-T, OCP NIC 3.0 Intel X710-T4L Quad Port 10GbE BASE-T, OCP NIC 3.0 Intel E810-XXVDA4 Quad Port 10/25GbE SFP28 Adapter, OCP NIC 3.0 Dedicated Broadcom® BCM54210 Ethernet LAN 10/100/1000 for iDRAC9 controller use with System Management tool suite
REGULATORY[8,12]	Product Safety, EMC and Environmental Datasheets: https://www.dell.com/learn/sg/en/sgcorp1/product-info-datasheets-safety-emc-environmental Dell Regulatory Compliance Home Page: https://www.dell.com/learn/sg/en/sgcorp1/regulatory-compliance Dell and the Environment: https://www.dell.com/en-sg/dt/corporate/social-impact/advancing-sustainability/sustainable-supply-chain/environment.htm

1. Offering may vary by region. Some items may be available after product introduction. For complete details, refer to the Technical Guidebook published on www.dell.com/support.
2. System Memory and Graphics: Significant system memory may be used to support graphics, depending on system memory size and other factors.
3. 4GB or Greater System Memory Capability: A 64-bit operating system is required to support 4GB or more of system memory.
4. Particular versions of Microsoft Windows may not support the full Bluetooth 4.2 functionality
5. Storage Option:GB means 1 billion bytes andTB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.
6. TPM is available in selected regions.
7. Absolute: Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.lojackforlaptops.com.
8. Please refer to www.epeat.net for specific country registration rating and participation.
9. Limited Hardware Warranty: For copy of Ltd Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty.
10. on-site service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.
11. Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicedescriptions.
12. For complete listing of declarations and certifications, refer to the Dell Regulatory and Environmental Datasheet found in the Manuals section of Product Support information www.dell.com/support/home/us/en/19.

This content is from the eCFR and is authoritative but unofficial.

Displaying title 2, up to date as of 5/06/2024. Title 2 was last amended 5/01/2024.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or

research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

City Council Meeting **L. 8.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a $12,058,362.99 construction contract with MCC Pipeline, Inc. for construction of the 2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063, approval of an additional appropriation in the amount of $3,058,363, and determination that the project is categorically exempt under Sections 15302 and 15303 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine that approval of a construction contract and construction of the 2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063 are categorically exempt from environmental review pursuant to Sections 15302 and 15303 of the State's guidelines implementing the California Environmental Quality Act; and,
2. I move that City Council approve an additional appropriation in the amount of $3,058,363; and,
3. I move that City Council approve the 2023 CIP Water Pipeline and Highline Replacement Project plans and specifications, and approve a construction contract with MCC Pipeline, Inc.

RECOMMENDATION:

Staff recommends that City Council determine approval of a construction contract and construction of the 2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063 is categorically exempt from environmental review pursuant to Sections 15302 and 15303 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that City Council approve the 2023 CIP Water Pipeline and

Highline Replacement Project plans and specifications, and award a construction contract to MCC Pipeline, Inc. for an amount not-to-exceed $12,058,362.99, and approve an additional appropriation in the amount of $3,058,363 from the Water Fund.

DISCUSSION:

The 2023 CIP Water Pipeline and Highline Replacement Project (Project) will replace approximately seven (7) miles of aging and deteriorated water pipelines. Each year, a portion of revenues generated through water utility rates is used to replace aging water pipelines throughout the City. These pipelines are selected based on maintenance history, inspection records, and coordination with future paving improvements. The Project also includes replacing approximately two (2) miles of a large diameter water transmission line known as the "Highline" from Fifth Avenue/Crafton Avenue to Reservoir Road/I-10. The Highline distributes water from the Henry Tate water treatment plant to the Fifth Avenue and Country Club water reservoirs. The Highline is approximately seven (7) miles long and was constructed in the 1950s using unlined steel pipe with an anticipated service life of fifty (50) years. Due to its age and condition, the pipe has reached the end of its useful life and the City has already replaced approximately five (5) miles of the Highline.

TKE Engineering, Inc. prepared construction plans and specifications, and staff advertised the Project for bidding. On November 7, 2024, the City Clerk's office received and opened the following eight (8) bids:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. MCC Pipeline, Inc., Yucaipa, CA	*$12,058,362.99
2. All Cities Engineering, Inc., Ontario, CA	*$12,400,205.00
3. Borden Excavating, Inc., Calimesa, CA	$13,757,500.00
4. TE Roberts, Inc., Irvine, CA	$14,118,328.00
5. MNR Construction, Inc., La Verne, CA	$15,575,675.00
6. Weka, Inc., San Bernardino, CA	$17,175,404.00
7. Dominguez General Engineering, Inc., Pomona, CA	**$17,596,940.00
8. Norstar Plumbing and Engineering, Inc., Alta Loma, CA	$17,783,570.00

* An arithmetic error was made within the proposal. Total bid amount was corrected from Bid Opening Report but did not affect the ranking.
** An arithmetic error was made within the proposal. Total bid amount was corrected from Bid Opening Report and the ranking was affected.

Each bid was reviewed by staff to determine responsiveness to bid requirements and MCC Pipeline, Inc., was determined to be the lowest responsive bidder. Staff recommends awarding a construction contract to MCC Pipeline, Inc. for an

amount not-to-exceed $12,058,362.99. The Project will be completed within one hundred eighty (180) working days after a Notice to Proceed is issued to the Contractor.

This Project is categorically exempt from environmental review pursuant to Sections 15302 and 15303 of the State's guidelines implementing the California Environmental Quality Act as the project involves replacement of an existing public utility facility with negligible capacity expansion.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Strategic Plan Priority D, Objective 3 - Develop and implement Water and Wastewater Utility Master Plans to ensure facilities are improved and maintained to meet the needs of our expanding community.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	Yes
Appropriation Required Y/N:	Yes
Amount:	3,058,363
Budgeted Y/N:	Yes
Account No.:	501910
Discussion:	

The total cost of the Project is $12,058,362.99. The FY 24/25 approved budget includes $9,000,000 for the Project. Staff recommends that the City Council approve an additional appropriation of $3,058,363 from the Water Fund (501) for construction of this Project. There is funding available in the Water Fund's unassigned fund balance sufficient to cover this expense.

Attachments

A. MCC Pipeline Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Additional Appropriation Form
F. Plans
G. Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of December, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and MCC Pipeline, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2023 CIP Water Pipeline and Highline Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Twelve Million Fifty-Eight Thousand Three Hundred Sixty-Two Dollars and Ninety-Nine Cents ($12,058,362.99) 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 eighty (180) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

___MCC Pipeline, Inc._____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2023 CIP Water Pipeline and Highline Replacement Project
Project No. 501063

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

Dated this _____ day of _____, 2024.

MCC Pipeline, Inc.
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and MCC Pipeline, Inc. (hereinafter designated as "Principal") have entered into an agreement dated December 17, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063** 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 Twelve Million Fifty-Eight Thousand Three Hundred Sixty-Two Dollars and Ninety-Nine Cents ($12,058,362.99) 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 _____, 2024.

(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 MCC Pipeline, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated December 17, 2024, and identified as **2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063** 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 Twelve Million Fifty-Eight Thousand Three Hundred Sixty-Two Dollars and Ninety-Nine Cents ($12,058,362.99) 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 _____, 2024.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **7th day of November, 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2023 CIP Water Pipeline and Highline Replacement Project. Project No. 501063**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (1)	Total Bid Amount
1	MCC Pipeline, Inc., Yucaipa, CA	Yes	Yes	Yes	$12,058,226.82
2	All Cities Engineering, Inc., Ontario, CA	Yes	Yes	Yes	$12,398,125.00
3	Borden Excavating, Inc., Calimesa, CA	Yes	Yes	Yes	$13,757,500.00
4	Roberts Inc., Irvine, CA	Yes	Yes	Yes	$14,118,328.00
5	Dominguez General Engineering, Inc., Pomona, CA	Yes	Yes	Yes	$14,636,840.00
6	MNR Construction, Inc., La Verne, CA	Yes	Yes	Yes	$15,575,675.00
7	Weka Inc., San Bernardino, CA	Yes	Yes	Yes	$17,175,404.00
8	North Star Plumbing, Engineering, Alta Loma, CA	Yes	Yes	Yes	$17,783,570.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Gerard Nepomuceno; Goutam Dobey

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501063 — Bid Date: 11/7/2024
2023 CIP Water Pipeline and Highline Replacement Project — Estimated Start Date: 1/6/2025

Item No.	Bid Item	Qty	Unit	MCC Pipeline, Inc.		All Cities Engineering, Inc.		Borden Excavating, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$445,500.00	$445,500.00	$400,000.00	$400,000.00	$388,503.00	$388,503.00
2	SWPPP	1	LS	$18,331.54	$18,331.54	$100,000.00	$100,000.00	$5,000.00	$5,000.00
3	Traffic Control Plan	1	LS	$16,500.00	$16,500.00	$150,000.00	$150,000.00	$50,000.00	$50,000.00
4	Construction Survey	1	LS	$55,000.00	$55,000.00	$60,000.00	$60,000.00	$10,500.00	$10,500.00
5	8" DIP Water Pipeline	20,974	LF	$155.06	$3,252,228.44	$185.00	$3,880,190.00	$193.00	$4,047,982.00
6	12" DIP Water Pipeline	2,198	LF	$184.22	$404,915.56	$210.00	$461,580.00	$253.00	$556,094.00
7	16" DIP Water Pipeline	1,205	LF	$297.56	$358,559.80	$245.00	$295,225.00	$393.00	$473,565.00
8	24" DIP Water Pipeline	10,427	LF	$350.83	$3,658,104.41	$340.00	$3,545,180.00	$378.00	$3,941,406.00
9	8" Gate Valve	47	EA	$2,469.02	$116,043.94	$2,000.00	$94,000.00	$3,200.00	$150,400.00
10	12" Butterfly Valve	24	EA	$3,335.07	$80,041.68	$2,700.00	$64,800.00	$5,500.00	$132,000.00
11	16" Butterfly Valve	6	EA	$6,375.11	$38,250.66	$6,000.00	$36,000.00	$9,000.00	$54,000.00
12	24" Butterfly Valve	9	EA	$12,065.47	$108,589.23	$15,000.00	$135,000.00	$17,500.00	$157,500.00
13	8" 11.25° Elbow	13	EA	$687.44	$8,936.72	$510.00	$6,630.00	$1,000.00	$13,000.00
14	8" 22.5° Elbow	21	EA	$477.55	$10,028.55	$550.00	$11,550.00	$1,300.00	$27,300.00
15	8" 45° Elbow	12	EA	$425.49	$5,105.88	$550.00	$6,600.00	$1,300.00	$15,600.00
16	12" 11.25° Elbow	2	EA	$617.02	$1,234.04	$700.00	$1,400.00	$1,600.00	$3,200.00
17	24" 45° Elbow	13	EA	$3,059.51	$39,773.63	$3,500.00	$45,500.00	$6,400.00	$83,200.00
18	24" 22.5° Elbow	6	EA	$3,389.44	$20,336.64	$2,700.00	$16,200.00	$6,000.00	$36,000.00
19	24" 11.25° Elbow	20	EA	$2,110.87	$42,217.40	$3,300.00	$66,000.00	$6,000.00	$120,000.00
20	8" Blind Flange	7	EA	$206.30	$1,444.10	$750.00	$5,250.00	$1,000.00	$7,000.00
21	8" End Cap	2	EA	$1,122.06	$2,244.12	$750.00	$1,500.00	$1,000.00	$2,000.00
22	Fire Hydrant w/ Check Valve	51	EA	$15,179.57	$774,158.07	$10,500.00	$535,500.00	$19,500.00	$994,500.00
23	Blow-Off Fire Hydrant w/ Check Valve	9	EA	$19,103.95	$171,935.55	$12,500.00	$112,500.00	$24,000.00	$216,000.00
24	1" Service to Existing Meter	143	EA	$2,896.86	$414,250.98	$2,900.00	$414,700.00	$4,000.00	$572,000.00
25	2" Service to Existing Meter	26	EA	$5,835.20	$151,715.20	$4,000.00	$104,000.00	$8,500.00	$221,000.00
26	Drop Section	35	EA	$4,052.95	$141,853.25	$9,000.00	$315,000.00	$3,200.00	$112,000.00
27	6" Air and Vacuum Release Valve	6	EA	$18,912.31	$113,473.86	$13,000.00	$78,000.00	$20,500.00	$123,000.00
28	Connection per Detail 1, Sheet 34	1	EA	$15,372.58	$15,372.58	$12,000.00	$12,000.00	$18,500.00	$18,500.00
29	Connection per Detail 2, Sheet 34	4	EA	$47,708.40	$190,833.60	$20,000.00	$80,000.00	$10,000.00	$40,000.00
30	Connection per Detail 3, Sheet 34	1	EA	$13,402.98	$13,402.98	$11,500.00	$11,500.00	$7,000.00	$7,000.00
31	Connection per Detail 4, Sheet 34	1	EA	$16,300.00	$16,300.00	$13,900.00	$13,900.00	$15,000.00	$15,000.00
32	Connection per Detail 5, Sheet 34	1	EA	$9,547.88	$9,547.88	$13,000.00	$13,000.00	$6,000.00	$6,000.00
33	Connection per Detail 6, Sheet 34	1	EA	$16,864.65	$16,864.65	$16,200.00	$16,200.00	$16,000.00	$16,000.00
34	Connection per Detail 7, Sheet 34	1	EA	$9,913.65	$9,913.65	$11,750.00	$11,750.00	$12,500.00	$12,500.00
35	Connection per Detail 8, Sheet 34	1	EA	$12,699.81	$12,699.81	$10,750.00	$10,750.00	$12,500.00	$12,500.00
36	Connection per Detail 9, Sheet 34	1	EA	$16,500.13	$16,500.13	$14,000.00	$14,000.00	$15,500.00	$15,500.00
37	Connection per Detail 10, Sheet 34	1	EA	$19,377.41	$19,377.41	$17,500.00	$17,500.00	$17,000.00	$17,000.00
38	Connection per Detail 11, Sheet 35	1	EA	$29,532.48	$29,532.48	$25,000.00	$25,000.00	$22,500.00	$22,500.00
39	Connection per Detail 12, Sheet 35	1	EA	$13,769.82	$13,769.82	$12,000.00	$12,000.00	$13,000.00	$13,000.00
40	Connection per Detail 13, Sheet 35	1	EA	$15,072.52	$15,072.52	$14,500.00	$14,500.00	$15,500.00	$15,500.00
41	Connection per Detail 14, Sheet 35	1	EA	$14,467.68	$14,467.68	$13,700.00	$13,700.00	$15,000.00	$15,000.00
42	Connection per Detail 15, Sheet 35	1	EA	$7,704.71	$7,704.71	$11,000.00	$11,000.00	$7,000.00	$7,000.00
43	Connection per Detail 16, Sheet 35	1	EA	$16,953.34	$16,953.34	$18,700.00	$18,700.00	$15,500.00	$15,500.00
44	Connection per Detail 17, Sheet 35	1	EA	$11,684.78	$11,684.78	$11,000.00	$11,000.00	$7,500.00	$7,500.00
45	Connection per Detail 18, Sheet 35	1	EA	$10,986.14	$10,986.14	$11,000.00	$11,000.00	$7,000.00	$7,000.00
46	Connection per Detail 19, Sheet 35	1	EA	$15,007.65	$15,007.65	$11,500.00	$11,500.00	$8,000.00	$8,000.00
47	Connection per Detail 20, Sheet 35	1	EA	$7,883.91	$7,883.91	$11,000.00	$11,000.00	$8,000.00	$8,000.00

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501063 — Bid Date: 11/7/2024
2023 CIP Water Pipeline and Highline Replacement Project — Estimated Start Date: 1/6/2025

Item No.	Bid Item	Qty	Unit	MCC Pipeline, Inc.		All Cities Engineering, Inc.		Borden Excavating, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
48	Connection per Detail 21, Sheet 36	4	EA	$4,840.19	$19,360.76	$12,000.00	$48,000.00	$8,000.00	$32,000.00
49	Connection per Detail 22, Sheet 36	1	EA	$16,972.89	$16,972.89	$18,000.00	$18,000.00	$17,000.00	$17,000.00
50	Connection per Detail 23, Sheet 36	1	EA	$6,642.05	$6,642.05	$11,000.00	$11,000.00	$7,000.00	$7,000.00
51	Connection per Detail 24, Sheet 36	1	EA	$9,280.24	$9,280.24	$11,000.00	$11,000.00	$8,000.00	$8,000.00
52	Connection per Detail 25, Sheet 36	1	EA	$8,167.61	$8,167.61	$10,500.00	$10,500.00	$6,500.00	$6,500.00
53	Connection per Detail 26, Sheet 36	1	EA	$16,127.30	$16,127.30	$13,000.00	$13,000.00	$14,000.00	$14,000.00
54	Connection per Detail 27, Sheet 36	1	EA	$9,363.40	$9,363.40	$13,500.00	$13,500.00	$16,000.00	$16,000.00
55	Connection per Detail 28, Sheet 36	1	EA	$39,918.81	$39,918.81	$26,000.00	$26,000.00	$26,500.00	$26,500.00
56	Connection per Detail 29, Sheet 36	1	EA	$14,624.73	$14,624.73	$12,000.00	$12,000.00	$13,000.00	$13,000.00
57	Connection per Detail 30, Sheet 36	1	EA	$16,153.49	$16,153.49	$15,000.00	$15,000.00	$15,000.00	$15,000.00
58	Connection per Detail 31, Sheet 37	1	EA	$11,201.15	$11,201.15	$11,000.00	$11,000.00	$8,000.00	$8,000.00
59	Connection per Detail 32, Sheet 37	1	EA	$11,856.26	$11,856.26	$14,000.00	$14,000.00	$8,000.00	$8,000.00
60	Connection per Detail 33, Sheet 37	1	EA	$7,938.69	$7,938.69	$11,000.00	$11,000.00	$7,500.00	$7,500.00
61	Connection per Detail 34, Sheet 37	1	EA	$17,388.53	$17,388.53	$12,400.00	$12,400.00	$14,000.00	$14,000.00
62	Connection per Detail 35, Sheet 37	1	EA	$7,984.75	$7,984.75	$11,000.00	$11,000.00	$7,500.00	$7,500.00
63	Connection per Detail 36, Sheet 37	1	EA	$19,140.64	$19,140.64	$17,000.00	$17,000.00	$20,000.00	$20,000.00
64	Connection per Detail 37, Sheet 37	1	EA	$71,943.71	$71,943.71	$40,000.00	$40,000.00	$51,500.00	$51,500.00
65	Connection per Detail 38, Sheet 37	1	EA	$55,285.88	$55,285.88	$35,000.00	$35,000.00	$38,500.00	$38,500.00
66	Connection per Detail 39, Sheet 37	1	EA	$16,600.19	$16,600.19	$13,000.00	$13,000.00	$14,500.00	$14,500.00
67	Connection per Detail 40, Sheet 37	1	EA	$11,238.19	$11,238.19	$10,500.00	$10,500.00	$7,000.00	$7,000.00
68	Connection to Existing 4" Fire Service lateral	6	EA	$12,919.51	$77,517.06	$12,500.00	$75,000.00	$9,500.00	$57,000.00
69	Connection to Existing 6" Fire Service	3	EA	$14,843.63	$44,530.89	$20,000.00	$60,000.00	$9,500.00	$28,500.00
70	Connection to Existing 8" Fire Service	5	EA	$17,588.33	$87,941.65	$17,000.00	$85,000.00	$11,500.00	$57,500.00
71	Replace In-Kind Decorative Concrete and Concrete Pavers Over 8" Class II AB and 1" SE 30 Sand for Leveling Purposes	750	SF	$70.23	$52,672.50	$60.00	$45,000.00	$115.00	$86,250.00
72	Unforeseen work not covered within all other bid items	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00
73	Demobilization	1	LS	$93,862.65	$93,862.65	$100,000.00	$100,000.00	$5,000.00	$5,000.00
	Additions/Deductions								
	Total Bid Price				**$12,058,362.99**		**$12,400,205.00**		**$13,757,500.00**

	MCC Pipeline, Inc.	All Cities Engineering, Inc.	Borden Excavating, Inc.
	Rounding error on highlighted Bid Items. Total is corrected per item unit price.	Multiplication error on Bid Item 6 and error in total bid price summation. Total is corrected per item unit price.	
License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Submitted Entire Bid Submittal Package	Yes	Yes	Yes
Bid Bond Company	Great Midwest Insurance Company	Nationwide Mutual Insurance Company	U.S. Specialty Insurance Company
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in bid	Yes	Yes	No

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501063 — Bid Date: 11/7/2024
2023 CIP Water Pipeline and Highline Replacement Project — Estimated Start Date: 1/6/2025

Item No.	Bid Item	Qty	Unit	T.E. Roberts, Inc.		Dominguez General Engineering, Inc		MNR Construction Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$412,707.00	$412,707.00	$100,000.00	$100,000.00	$500,000.00	$500,000.00
2	SWPPP	1	LS	$79,208.00	$79,208.00	$20,000.00	$20,000.00	$63,000.00	$63,000.00
3	Traffic Control Plan	1	LS	$18,400.00	$18,400.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00
4	Construction Survey	1	LS	$51,750.00	$51,750.00	$100,000.00	$100,000.00	$53,743.00	$53,743.00
5	8" DIP Water Pipeline	20,974	LF	$199.00	$4,173,826.00	$195.00	$4,089,930.00	$258.00	$5,411,292.00
6	12" DIP Water Pipeline	2,198	LF	$248.00	$545,104.00	$370.00	$813,260.00	$290.00	$637,420.00
7	16" DIP Water Pipeline	1,205	LF	$354.00	$426,570.00	$420.00	$506,100.00	$370.00	$445,850.00
8	24" DIP Water Pipeline	10,427	LF	$389.00	$4,056,103.00	$450.00	$4,692,150.00	$430.00	$4,483,610.00
9	8" Gate Valve	47	EA	$3,579.00	$168,213.00	$3,000.00	$141,000.00	$2,290.00	$107,630.00
10	12" Butterfly Valve	24	EA	$3,505.00	$84,120.00	$3,500.00	$84,000.00	$3,065.00	$73,560.00
11	16" Butterfly Valve	6	EA	$8,120.00	$48,720.00	$10,000.00	$60,000.00	$5,860.00	$35,160.00
12	24" Butterfly Valve	9	EA	$16,612.00	$149,508.00	$20,000.00	$180,000.00	$14,690.00	$132,210.00
13	8" 11.25° Elbow	13	EA	$571.00	$7,423.00	$500.00	$6,500.00	$1,330.00	$17,290.00
14	8" 22.5° Elbow	21	EA	$594.00	$12,474.00	$500.00	$10,500.00	$1,380.00	$28,980.00
15	8" 45° Elbow	12	EA	$610.00	$7,320.00	$500.00	$6,000.00	$1,410.00	$16,920.00
16	12" 11.25° Elbow	2	EA	$1,168.00	$2,336.00	$1,000.00	$2,000.00	$1,575.00	$3,150.00
17	24" 45° Elbow	13	EA	$4,361.00	$56,693.00	$5,000.00	$65,000.00	$3,730.00	$48,490.00
18	24" 22.5° Elbow	6	EA	$4,629.00	$27,774.00	$5,000.00	$30,000.00	$3,620.00	$21,720.00
19	24" 11.25° Elbow	20	EA	$3,017.00	$60,340.00	$5,000.00	$100,000.00	$3,530.00	$70,600.00
20	8" Blind Flange	7	EA	$1,486.00	$10,402.00	$2,000.00	$14,000.00	$1,220.00	$8,540.00
21	8" End Cap	2	EA	$3,181.00	$6,362.00	$2,000.00	$4,000.00	$1,075.00	$2,150.00
22	Fire Hydrant w/ Check Valve	51	EA	$18,759.00	$956,709.00	$20,000.00	$1,020,000.00	$14,930.00	$761,430.00
23	Blow-Off Fire Hydrant w/ Check Valve	9	EA	$21,245.00	$191,205.00	$25,000.00	$225,000.00	$16,440.00	$147,960.00
24	1" Service to Existing Meter	143	EA	$2,436.00	$348,348.00	$23,000.00	$3,289,000.00	$2,730.00	$390,390.00
25	2" Service to Existing Meter	26	EA	$4,364.00	$113,464.00	$10,000.00	$260,000.00	$6,490.00	$168,740.00
26	Drop Section	35	EA	$12,620.00	$441,700.00	$1,000.00	$35,000.00	$12,380.00	$433,300.00
27	6" Air and Vacuum Release Valve	6	EA	$28,302.00	$169,812.00	$25,000.00	$150,000.00	$18,635.00	$111,810.00
28	Connection per Detail 1, Sheet 34	1	EA	$11,027.00	$11,027.00	$7,000.00	$7,000.00	$13,470.00	$13,470.00
29	Connection per Detail 2, Sheet 34	4	EA	$25,130.00	$100,520.00	$30,000.00	$120,000.00	$37,800.00	$151,200.00
30	Connection per Detail 3, Sheet 34	1	EA	$9,899.00	$9,899.00	$7,000.00	$7,000.00	$6,900.00	$6,900.00
31	Connection per Detail 4, Sheet 34	1	EA	$13,076.00	$13,076.00	$10,000.00	$10,000.00	$11,730.00	$11,730.00
32	Connection per Detail 5, Sheet 34	1	EA	$10,087.00	$10,087.00	$7,000.00	$7,000.00	$10,340.00	$10,340.00
33	Connection per Detail 6, Sheet 34	1	EA	$24,311.00	$24,311.00	$20,000.00	$20,000.00	$12,500.00	$12,500.00
34	Connection per Detail 7, Sheet 34	1	EA	$11,206.00	$11,206.00	$7,000.00	$7,000.00	$9,880.00	$9,880.00
35	Connection per Detail 8, Sheet 34	1	EA	$10,709.00	$10,709.00	$7,000.00	$7,000.00	$6,760.00	$6,760.00
36	Connection per Detail 9, Sheet 34	1	EA	$12,631.00	$12,631.00	$15,000.00	$15,000.00	$11,450.00	$11,450.00
37	Connection per Detail 10, Sheet 34	1	EA	$25,698.00	$25,698.00	$20,000.00	$20,000.00	$12,830.00	$12,830.00
38	Connection per Detail 11, Sheet 35	1	EA	$29,527.00	$29,527.00	$30,000.00	$30,000.00	$19,720.00	$19,720.00
39	Connection per Detail 12, Sheet 35	1	EA	$10,988.00	$10,988.00	$15,000.00	$15,000.00	$11,910.00	$11,910.00
40	Connection per Detail 13, Sheet 35	1	EA	$12,505.00	$12,505.00	$10,000.00	$10,000.00	$13,400.00	$13,400.00
41	Connection per Detail 14, Sheet 35	1	EA	$11,387.00	$11,387.00	$7,000.00	$7,000.00	$11,270.00	$11,270.00
42	Connection per Detail 15, Sheet 35	1	EA	$10,292.00	$10,292.00	$7,000.00	$7,000.00	$7,030.00	$7,030.00
43	Connection per Detail 16, Sheet 35	1	EA	$22,703.00	$22,703.00	$20,000.00	$20,000.00	$13,320.00	$13,320.00
44	Connection per Detail 17, Sheet 35	1	EA	$10,997.00	$10,997.00	$7,000.00	$7,000.00	$7,180.00	$7,180.00
45	Connection per Detail 18, Sheet 35	1	EA	$10,997.00	$10,997.00	$7,000.00	$7,000.00	$7,070.00	$7,070.00
46	Connection per Detail 19, Sheet 35	1	EA	$9,473.00	$9,473.00	$7,000.00	$7,000.00	$9,460.00	$9,460.00
47	Connection per Detail 20, Sheet 35	1	EA	$10,997.00	$10,997.00	$7,000.00	$7,000.00	$7,170.00	$7,170.00

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501063 — Bid Date: 11/7/2024
2023 CIP Water Pipeline and Highline Replacement Project — Estimated Start Date: 1/6/2025

Item No.	Bid Item	Qty	Unit	T.E. Roberts, Inc.		Dominguez General Engineering, Inc		MNR Construction Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
48	Connection per Detail 21, Sheet 36	4	EA	$11,894.00	$47,576.00	$7,000.00	$28,000.00	$9,730.00	$38,920.00
49	Connection per Detail 22, Sheet 36	1	EA	$22,292.00	$22,292.00	$10,000.00	$10,000.00	$12,980.00	$12,980.00
50	Connection per Detail 23, Sheet 36	1	EA	$10,605.00	$10,605.00	$7,000.00	$7,000.00	$6,730.00	$6,730.00
51	Connection per Detail 24, Sheet 36	1	EA	$11,310.00	$11,310.00	$7,000.00	$7,000.00	$7,150.00	$7,150.00
52	Connection per Detail 25, Sheet 36	1	EA	$9,991.00	$9,991.00	$7,000.00	$7,000.00	$6,880.00	$6,880.00
53	Connection per Detail 26, Sheet 36	1	EA	$12,294.00	$12,294.00	$15,000.00	$15,000.00	$13,140.00	$13,140.00
54	Connection per Detail 27, Sheet 36	1	EA	$12,015.00	$12,015.00	$7,000.00	$7,000.00	$13,860.00	$13,860.00
55	Connection per Detail 28, Sheet 36	1	EA	$33,106.00	$33,106.00	$30,000.00	$30,000.00	$19,910.00	$19,910.00
56	Connection per Detail 29, Sheet 36	1	EA	$11,293.00	$11,293.00	$10,000.00	$10,000.00	$10,740.00	$10,740.00
57	Connection per Detail 30, Sheet 36	1	EA	$12,389.00	$12,389.00	$10,000.00	$10,000.00	$13,550.00	$13,550.00
58	Connection per Detail 31, Sheet 37	1	EA	$11,626.00	$11,626.00	$7,000.00	$7,000.00	$7,070.00	$7,070.00
59	Connection per Detail 32, Sheet 37	1	EA	$11,903.00	$11,903.00	$10,000.00	$10,000.00	$12,940.00	$12,940.00
60	Connection per Detail 33, Sheet 37	1	EA	$10,997.00	$10,997.00	$7,000.00	$7,000.00	$7,250.00	$7,250.00
61	Connection per Detail 34, Sheet 37	1	EA	$11,974.00	$11,974.00	$10,000.00	$10,000.00	$13,030.00	$13,030.00
62	Connection per Detail 35, Sheet 37	1	EA	$17,204.00	$17,204.00	$20,000.00	$20,000.00	$6,890.00	$6,890.00
63	Connection per Detail 36, Sheet 37	1	EA	$10,047.00	$10,047.00	$7,000.00	$7,000.00	$12,770.00	$12,770.00
64	Connection per Detail 37, Sheet 37	1	EA	$55,985.00	$55,985.00	$100,000.00	$100,000.00	$43,650.00	$43,650.00
65	Connection per Detail 38, Sheet 37	1	EA	$42,794.00	$42,794.00	$80,000.00	$80,000.00	$35,450.00	$35,450.00
66	Connection per Detail 39, Sheet 37	1	EA	$11,974.00	$11,974.00	$10,000.00	$10,000.00	$12,730.00	$12,730.00
67	Connection per Detail 40, Sheet 37	1	EA	$10,605.00	$10,605.00	$7,000.00	$7,000.00	$6,940.00	$6,940.00
68	Connection to Existing 4" Fire Service lateral	6	EA	$13,716.00	$82,296.00	$15,000.00	$90,000.00	$7,780.00	$46,680.00
69	Connection to Existing 6" Fire Service	3	EA	$13,043.00	$39,129.00	$20,000.00	$60,000.00	$8,510.00	$25,530.00
70	Connection to Existing 8" Fire Service	5	EA	$15,539.00	$77,695.00	$20,000.00	$100,000.00	$9,520.00	$47,600.00
71	Replace In-Kind Decorative Concrete and Concrete Pavers Over 8" Class II AB and 1" SE 30 Sand for Leveling Purposes	750	SF	$133.00	$99,750.00	$50.00	$37,500.00	$125.00	$93,750.00
72	Unforeseen work not covered within all other bid items	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00	$400,000.00
73	Demobilization	1	LS	$45,857.00	$45,857.00	$100,000.00	$100,000.00	$50,000.00	$50,000.00
	Additions/Deductions								
	Total Bid Price				**$14,118,328.00**		**$17,596,940.00**		**$15,575,675.00**

Multiplication error on Bid Item 71 and error in total bid summation. Total is corrected per item unit price. Bid report ranking has changed from low bidder 5 to low bidder 7, due to this correction.

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

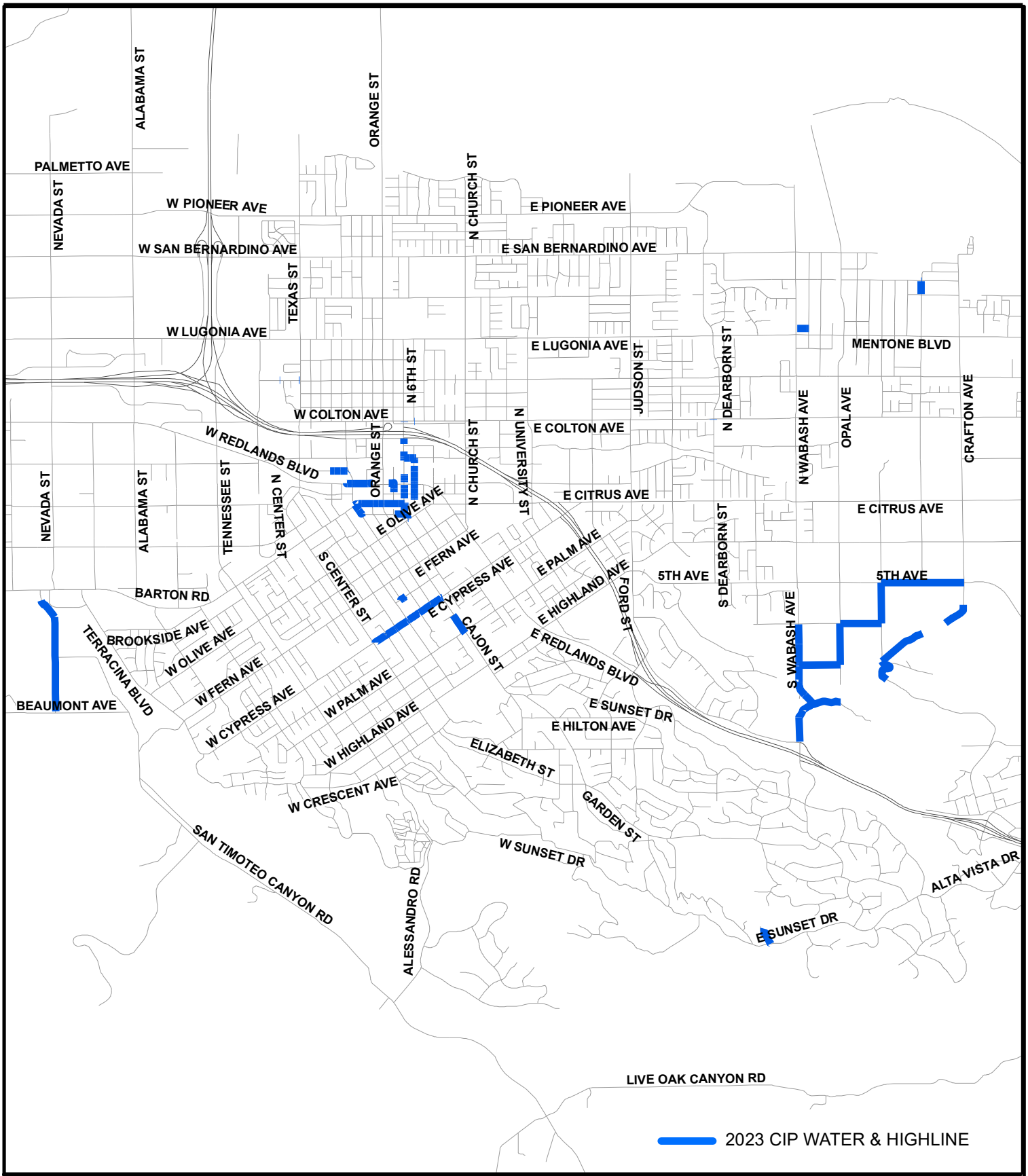
PROJECT No.: 501063 — Bid Date: 11/7/2024
2023 CIP Water Pipeline and Highline Replacement Project — Estimated Start Date: 1/6/2025

Item No.	Bid Item	Qty	Unit	WEKA, Inc.		Norstar Plumbing and Engineering, Inc.			
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	$471,471.00	$471,471.00	$475,000.00	$475,000.00		$0.00
2	SWPPP	1	LS	$20,000.00	$20,000.00	$25,000.00	$25,000.00		$0.00
3	Traffic Control Plan	1	LS	$140,000.00	$140,000.00	$25,000.00	$25,000.00		$0.00
4	Construction Survey	1	LS	$60,000.00	$60,000.00	$45,000.00	$45,000.00		$0.00
5	8" DIP Water Pipeline	20,974	LF	$270.00	$5,662,980.00	$275.00	$5,767,850.00		$0.00
6	12" DIP Water Pipeline	2,198	LF	$415.00	$912,170.00	$295.00	$648,410.00		$0.00
7	16" DIP Water Pipeline	1,205	LF	$605.00	$729,025.00	$395.00	$475,975.00		$0.00
8	24" DIP Water Pipeline	10,427	LF	$444.00	$4,629,588.00	$455.00	$4,744,285.00		$0.00
9	8" Gate Valve	47	EA	$3,300.00	$155,100.00	$5,500.00	$258,500.00		$0.00
10	12" Butterfly Valve	24	EA	$5,000.00	$120,000.00	$7,500.00	$180,000.00		$0.00
11	16" Butterfly Valve	6	EA	$8,000.00	$48,000.00	$12,500.00	$75,000.00		$0.00
12	24" Butterfly Valve	9	EA	$17,000.00	$153,000.00	$15,000.00	$135,000.00		$0.00
13	8" 11.25° Elbow	13	EA	$740.00	$9,620.00	$1,800.00	$23,400.00		$0.00
14	8" 22.5° Elbow	21	EA	$750.00	$15,750.00	$1,800.00	$37,800.00		$0.00
15	8" 45° Elbow	12	EA	$750.00	$9,000.00	$1,800.00	$21,600.00		$0.00
16	12" 11.25° Elbow	2	EA	$1,100.00	$2,200.00	$2,500.00	$5,000.00		$0.00
17	24" 45° Elbow	13	EA	$6,000.00	$78,000.00	$6,500.00	$84,500.00		$0.00
18	24" 22.5° Elbow	6	EA	$6,000.00	$36,000.00	$6,500.00	$39,000.00		$0.00
19	24" 11.25° Elbow	20	EA	$6,000.00	$120,000.00	$6,500.00	$130,000.00		$0.00
20	8" Blind Flange	7	EA	$500.00	$3,500.00	$500.00	$3,500.00		$0.00
21	8" End Cap	2	EA	$500.00	$1,000.00	$500.00	$1,000.00		$0.00
22	Fire Hydrant w/ Check Valve	51	EA	$18,000.00	$918,000.00	$20,000.00	$1,020,000.00		$0.00
23	Blow-Off Fire Hydrant w/ Check Valve	9	EA	$21,000.00	$189,000.00	$21,000.00	$189,000.00		$0.00
24	1" Service to Existing Meter	143	EA	$3,000.00	$429,000.00	$8,500.00	$1,215,500.00		$0.00
25	2" Service to Existing Meter	26	EA	$7,000.00	$182,000.00	$12,000.00	$312,000.00		$0.00
26	Drop Section	35	EA	$2,000.00	$70,000.00	$3,000.00	$105,000.00		$0.00
27	6" Air and Vacuum Release Valve	6	EA	$26,000.00	$156,000.00	$18,500.00	$111,000.00		$0.00
28	Connection per Detail 1, Sheet 34	1	EA	$28,000.00	$28,000.00	$16,500.00	$16,500.00		$0.00
29	Connection per Detail 2, Sheet 34	4	EA	$75,000.00	$300,000.00	$16,500.00	$66,000.00		$0.00
30	Connection per Detail 3, Sheet 34	1	EA	$22,000.00	$22,000.00	$16,500.00	$16,500.00		$0.00
31	Connection per Detail 4, Sheet 34	1	EA	$26,500.00	$26,500.00	$16,500.00	$16,500.00		$0.00
32	Connection per Detail 5, Sheet 34	1	EA	$11,500.00	$11,500.00	$16,500.00	$16,500.00		$0.00
33	Connection per Detail 6, Sheet 34	1	EA	$32,000.00	$32,000.00	$16,500.00	$16,500.00		$0.00
34	Connection per Detail 7, Sheet 34	1	EA	$13,000.00	$13,000.00	$16,500.00	$16,500.00		$0.00
35	Connection per Detail 8, Sheet 34	1	EA	$14,000.00	$14,000.00	$16,500.00	$16,500.00		$0.00
36	Connection per Detail 9, Sheet 34	1	EA	$28,500.00	$28,500.00	$16,500.00	$16,500.00		$0.00
37	Connection per Detail 10, Sheet 34	1	EA	$44,000.00	$44,000.00	$16,500.00	$16,500.00		$0.00
38	Connection per Detail 11, Sheet 35	1	EA	$58,000.00	$58,000.00	$16,500.00	$16,500.00		$0.00
39	Connection per Detail 12, Sheet 35	1	EA	$24,000.00	$24,000.00	$16,500.00	$16,500.00		$0.00
40	Connection per Detail 13, Sheet 35	1	EA	$23,000.00	$23,000.00	$16,500.00	$16,500.00		$0.00
41	Connection per Detail 14, Sheet 35	1	EA	$12,000.00	$12,000.00	$16,500.00	$16,500.00		$0.00
42	Connection per Detail 15, Sheet 35	1	EA	$6,000.00	$6,000.00	$16,500.00	$16,500.00		$0.00
43	Connection per Detail 16, Sheet 35	1	EA	$34,000.00	$34,000.00	$16,500.00	$16,500.00		$0.00
44	Connection per Detail 17, Sheet 35	1	EA	$8,500.00	$8,500.00	$16,500.00	$16,500.00		$0.00
45	Connection per Detail 18, Sheet 35	1	EA	$8,500.00	$8,500.00	$16,500.00	$16,500.00		$0.00
46	Connection per Detail 19, Sheet 35	1	EA	$8,500.00	$8,500.00	$16,500.00	$16,500.00		$0.00
47	Connection per Detail 20, Sheet 35	1	EA	$8,500.00	$8,500.00	$16,500.00	$16,500.00		$0.00

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT No.: 501063 — Bid Date: 11/7/2024
2023 CIP Water Pipeline and Highline Replacement Project — Estimated Start Date: 1/6/2025

Item No.	Bid Item	Qty	Unit	WEKA, Inc.		Norstar Plumbing and Engineering, Inc.			
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
48	Connection per Detail 21, Sheet 36	4	EA	$15,500.00	$62,000.00	$16,500.00	$66,000.00		$0.00
49	Connection per Detail 22, Sheet 36	1	EA	$19,500.00	$19,500.00	$16,500.00	$16,500.00		$0.00
50	Connection per Detail 23, Sheet 36	1	EA	$8,500.00	$8,500.00	$18,000.00	$18,000.00		$0.00
51	Connection per Detail 24, Sheet 36	1	EA	$9,000.00	$9,000.00	$16,500.00	$16,500.00		$0.00
52	Connection per Detail 25, Sheet 36	1	EA	$8,000.00	$8,000.00	$16,500.00	$16,500.00		$0.00
53	Connection per Detail 26, Sheet 36	1	EA	$14,000.00	$14,000.00	$16,500.00	$16,500.00		$0.00
54	Connection per Detail 27, Sheet 36	1	EA	$16,000.00	$16,000.00	$16,500.00	$16,500.00		$0.00
55	Connection per Detail 28, Sheet 36	1	EA	$77,000.00	$77,000.00	$60,000.00	$60,000.00		$0.00
56	Connection per Detail 29, Sheet 36	1	EA	$23,000.00	$23,000.00	$16,500.00	$16,500.00		$0.00
57	Connection per Detail 30, Sheet 36	1	EA	$30,000.00	$30,000.00	$16,500.00	$16,500.00		$0.00
58	Connection per Detail 31, Sheet 37	1	EA	$9,000.00	$9,000.00	$16,500.00	$16,500.00		$0.00
59	Connection per Detail 32, Sheet 37	1	EA	$23,500.00	$23,500.00	$16,500.00	$16,500.00		$0.00
60	Connection per Detail 33, Sheet 37	1	EA	$8,000.00	$8,000.00	$16,500.00	$16,500.00		$0.00
61	Connection per Detail 34, Sheet 37	1	EA	$23,000.00	$23,000.00	$16,500.00	$16,500.00		$0.00
62	Connection per Detail 35, Sheet 37	1	EA	$9,000.00	$9,000.00	$16,500.00	$16,500.00		$0.00
63	Connection per Detail 36, Sheet 37	1	EA	$29,000.00	$29,000.00	$16,500.00	$16,500.00		$0.00
64	Connection per Detail 37, Sheet 37	1	EA	$95,000.00	$95,000.00	$70,000.00	$70,000.00		$0.00
65	Connection per Detail 38, Sheet 37	1	EA	$53,000.00	$53,000.00	$70,000.00	$70,000.00		$0.00
66	Connection per Detail 39, Sheet 37	1	EA	$14,000.00	$14,000.00	$16,500.00	$16,500.00		$0.00
67	Connection per Detail 40, Sheet 37	1	EA	$9,000.00	$9,000.00	$16,500.00	$16,500.00		$0.00
68	Connection to Existing 4" Fire Service lateral	6	EA	$10,000.00	$60,000.00	$17,000.00	$102,000.00		$0.00
69	Connection to Existing 6" Fire Service	3	EA	$12,000.00	$36,000.00	$17,000.00	$51,000.00		$0.00
70	Connection to Existing 8" Fire Service	5	EA	$14,000.00	$70,000.00	$17,000.00	$85,000.00		$0.00
71	Replace In-Kind Decorative Concrete and Concrete Pavers Over 8" Class II AB and 1" SE 30 Sand for Leveling Purposes	750	SF	$44.00	$33,000.00	$55.00	$41,250.00		$0.00
72	Unforeseen work not covered within all other bid items	1	LS	$400,000.00	$400,000.00	$400,000.00	$400,000.00		$0.00
73	Demobilization	1	LS	$6,000.00	$6,000.00	$40,000.00	$40,000.00		$0.00
	Additions/Deductions								
	Total Bid Price				**$17,175,404.00**		**$17,783,570.00**		**$0.00**



2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT LOCATION MAP

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City of REDLANDS "A City That Works"

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 11/13/24

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Water Infrastructure	501910	8402	501063	$3,058,363
				$ $3,058,363 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

JUSTIFICATION: Additional funding is required to complete the 2023 CIP Water Pipeline & Highline Replacement Project.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

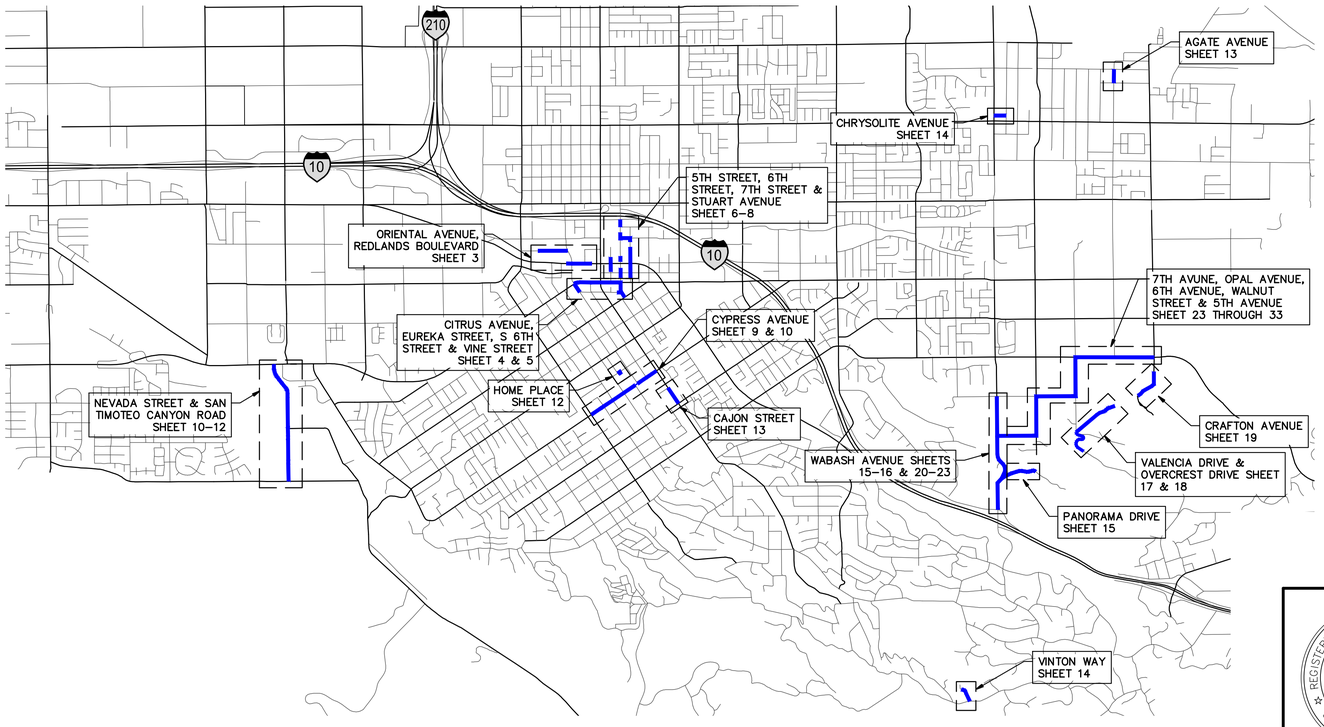
Signed: _____
City Clerk

CONSTRUCTION PLANS FOR THE CITY OF REDLANDS

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT

PROJECT NO. 501063

OCTOBER 2024



SHEET INDEX

SHEET NO.	DESCRIPTION
	CIVIL DRAWINGS
1	TITLE SHEET
2	GENERAL NOTES, CONSTRUCTION NOTES AND ABBREVIATIONS
3	ORIENTAL AVENUE & REDLANDS BOULEVARD
4	CITRUS AVENUE & EUREKA STREET
5	CITRUS AVENUE, S 6TH STREET & VINE STREET
6	5TH STREET & 6TH STREET
7	6TH STREET & STUART AVENUE
8	7TH STREET
9	CYPRESS AVENUE
10	CYPRESS AVENUE & NEVADA STREET
11	NEVADA STREET & SAN TIMOTEO CANYON ROAD
12	SAN TIMOTEO CANYON ROAD & HOME PLACE
13	CAJON STREET & AGATE AVENUE
14	CHRYSOLITE AVENUE & VINTON WAY
15	WABASH AVENUE & PANORAMA DRIVE
16	WABASH AVENUE
17	VALENCIA DRIVE
18	OVERCREST DRIVE
19	CRAFTON AVENUE
20	PLAN/PROFILE STA. 9+72.2± TO STA. 19+00.00
21	PLAN/PROFILE STA. 19+00.00 TO STA. 26+00.00
22	PLAN/PROFILE STA. 26+00.00 TO STA. 35+00.00
23	PLAN/PROFILE STA. 35+00.00 TO STA. 43+00.00
24	PLAN/PROFILE STA. 43+00.00 TO STA. 50+00.00
25	PLAN/PROFILE STA. 50+00.00 TO STA. 57+00.00
26	PLAN/PROFILE STA. 57+00.00 TO STA. 63+00.00
27	PLAN/PROFILE STA. 63+00.00 TO STA. 70+00.00
28	PLAN/PROFILE STA. 70+00.00 TO STA. 76+00.00
29	PLAN/PROFILE STA. 76+00.00 TO STA. 83+00.00
30	PLAN/PROFILE STA. 83+00.00 TO STA. 89+00.00
31	PLAN/PROFILE STA. 89+00.00 TO STA. 97+00.00
32	PLAN/PROFILE STA. 97+00.00 TO STA. 106+00.00
33	PLAN/PROFILE STA. 106+00.00 TO STA. 113+98.6±
34	CONNECTION DETAILS
35	CONNECTION DETAILS
36	CONNECTION DETAILS
37	CONNECTION DETAILS
38	MISCELLANEOUS DETAILS
39	MISCELLANEOUS DETAILS
40	MISCELLANEOUS DETAILS
41	MISCELLANEOUS DETAILS

CITY COUNCIL:

EDDIE TEJADA, MAYOR
PAUL BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANAGER

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

TITLE SHEET

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI. ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL. 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT. REF MWD FB 4055 35 058.

REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Beaman K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

S:\CAD\113-18 CIP Water Pipeline & Highline\Plan Set\113-18_DT1.dwg | Plotted: 10/10/2024

GENERAL NOTES:

1. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.

2. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING WATER LINE, CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR, IF APPROVAL IS NOT OBTAINED ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14 DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE OR AN APPROVED BACKFILL MATERIAL SHALL BE INSTALLED WITHIN THE TRENCH UP TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.

3. ALL EXISTING SIGNAGE, STRIPING, PAVEMENT MARKINGS, AND TRAFFIC LOOPS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION AND CITY OF REDLANDS STANDARD SPECIFICATIONS.

4. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING.

5. ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

6. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.

7. CONTRACTOR MAY EXPERIENCE DIFFICULTY IN EXCAVATION DUE TO ROCK OR UNSUITABLE BACKFILL MATERIAL THROUGHOUT THE PROJECT LOCATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY THESE AREAS AND ACCOUNT FOR ANY ADDITIONAL TIME FOR EXCAVATION OR THE NEED TO IMPORT SUITABLE BACKFILL MATERIAL. THERE WILL NOT BE ADDITIONAL CONTRACT TIME OR ADDITIONAL COMPENSATION TO REMEDIATE THESE CONDITIONS.

LEGEND OF SYMBOLS AND ABBREVIATIONS:

	EXISTING FIRE HYDRANT	EC	END OF CURVE
	EXISTING WATER VALVE	ECR	END CURB RETURN
PP	EXISTING POWER POLE	EG	EXISTINIG GROUND
MB	EXISTING MAILBOX	ELEV	ELEVATION
WM	EXISTING WATER METER	EW	EDGE OF SIDEWALK
	EXISTING EDGE OF PAVEMENT	PED	PEDESTAL
	EXISTING TREE	FH	FIRE HYDRANT
	EXISTING SHRUB	FL	FLOW LINE
	EXISTING PALM TREE	FS	FINISH SURFACE
	EXISTING STREET SIGN	GB	GRADE BREAK
	EXISTING STREET LIGHT	GS	GROUND SURFACE
	EXISTING LIGHT POLE	HP	HIGH POINT
MH	EXISTING MANHOLE	INV	INVERT
(X" XX)	EXISTING UNDERGROUND UTILITY LINE	LF	LINEAR FEET
R/W	RIGHT-OF-WAY	LT	LEFT
℄	EXISTING IMPROVEMENT/SURVEY CENTERLINE	ME	MEDIAN
	EXISTING CURB AND GUTTER	MH	MANHOLE
	EXISTING CURB OR AC BERM	MVC	MID POINT OF VERTICAL CURB
	PROPOSED CURB AND GUTTER	N.T.S.	NOT TO SCALE
	EXISTING SIDEWALK OR DRIVEWAY	PCC	PORTLAND CEMENT CONCRETE
	EXISTING BLOCK WALL	PG	PROFILE GRADE
	EXISTING CHAIN LINK FENCE	PR	PROPOSED
	EXISTING WROUGHT IRON OR WOOD FENCE	PRC	POINT OF REVERSE CURVE
AB	ABANDON	PRVC	POINT OF REVERSE VERTICAL CURVE
AC	ASPHALT CONCRETE	PVI	POINT OF VERTICAL INFLECTION
ASPH	ASPHALT SURFACE	RT	RIGHT
AP	ANGLE POINT	TB	TOP OF BERM
BB	BOTTOM OF BERM	TC	TOP OF CURB
BC	BEGINNING OF CURVE	TD	TOP OF DIKE
BCR	BEGIN CURB RETURN	WM	WATER METER
CL	CENTERLINE	S	SLOPE
CF	CURB FACE	STA	STATION
CG	CROSSGUTTER	TSB	TRAFFIC SIGNAL BOX
CR	CURB RETURN	ELEC	ELECTRICAL
DF	DIKE FACE	SCE	SOUTHERN CALIFORNIA EDISON

COUPLING RESTRAINT NOTE:

AC — DI : NOT RESTRAINED
PVC — DI : RESTRAINED
DI — DI : RESTRAINED
STL — DI : WELD FLG/RESTRAINED
(UNLESS OTHERWISE APPROVED)

POTABLE WATER GENERAL NOTES:

1. MATERIAL AND INSTALLATION SHALL CONFORM TO THE CITY OF REDLANDS MUNICIPAL WATER DIVISION STANDARD SPECIFICATION (LATEST REVISION THEREOF).

2. THE APPROXIMATE LOCATIONS OF EXISTING UNDERGROUND UTILITY LINES ARE SHOWN IN THESE PLANS. THE LINES ARE PLOTTED FROM A COMBINATION OF RECORD AND FIELD DATA, AND THE CITY HAS TRIED WITHIN ITS AVAILABLE RESOURCES TO LOCATE ALL SUCH FACILITIES WITH REASONABLE ACCURACY. BY ENTERING INTO A CONTRACT FOR THIS WORK, THE CONTRACTOR AGREES PRIOR TO EXCAVATION TO NOTIFY ALL UTILITY AND IRRIGATION COMPANIES OPERATING IN THE AREA OF THE WORK, AND TO DETERMINE WITH AS MUCH ACCURACY AS IS NEEDED TO PERFORM THIS WORK, THE EXACT LOCATIONS OF ALL UNDERGROUND MAIN OR TRUNKLINE UTILITY FACILITIES.

3. ALL SERVICE CONNECTIONS TO BE MINIMUM 1" COPPER LATERALS.

4. STANDARD WATER MAIN LOCATION IS 7' OFF CURB FACE.

5. THIS DRAWING IS SCHEMATIC ONLY, DO NOT SCALE.

6. THE CONTRACTOR SHALL MAKE ALL WATER MAIN CONNECTIONS TO EXISTING WATER MAINS, UNLESS OTHERWISE NOTED.

7. EXISTING UTILITIES ARE SHOWN ON DEVELOPMENT PLAN.

8. HYDRO TEST TO 225 P.S.I. MIN 2 HOUR DURATION AT THE LOWEST POINT IN THE WATER MAIN.

9. VALVES (GATE & BUTTERFLY) TO BE MUELLER.

10. CONTRACTOR SHALL USE DOUBLE STRAP SERVICE SADDLES OR H.D. TAPPED COUPLINGS WHEN CONNECTING SERVICE LATERALS.

11. CONTRACTOR SHALL NOTIFY CITY 2 WEEKS PRIOR TO SHUTDOWN OF WATER MAINS.

12. INSTALLATION SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND LATEST CITY SPECIFICATIONS AND/OR AS DIRECTED BY THE ENGINEER.

13. METER BOXES SHALL BE DFW PLASTICS, INC. BOXES.

14. PROVIDE A MINIMUM OF 10' SEPARATION BETWEEN SEWER AND WATER LATERALS.

15. BACKFILL COMPACTION AND RE-SURFACING IN EXISTING STREETS SHALL CONFORM TO CITY OF REDLANDS GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS. (LATEST REVISION THEREOF)

16. ALL VALVES INSTALLED BY THE CONTRACTOR SHALL BE ACCESSIBLE FOR OPERATION WITH COMPLETE VALVE BOX TO GRADE DIRECTLY FOLLOWING CONNECTION TO EXISTING WATER SYSTEM.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE SIZING OF THRUST BLOCKS BASED ON FIELD CONDITIONS. THE SIZE SHOWN ON THE PLANS IS THE MINIMUM SIZE REQUIRED.

18. SAND BEDDING AND BACKFILL TO A DEPTH OF 12" ABOVE PIPE IS REQUIRED.

19. IF WATER MAINS ARE ABANDONED AS A RESULT OF THIS PROJECT THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RECONNECTION OR REPLACEMENT OF SERVICE LATERALS AS DIRECTED BY THE CITY INSPECTOR. SERVICE LATERALS THAT ARE REPLACED SHALL BE THE SAME SIZE AS EXISTING SERVICE. ALL CONNECTIONS SHALL HAVE CORPORATION STOPS.

20. INTERIOR WATER SYSTEM INCLUDING FIRE HYDRANTS SHALL BE COMPLETE AND ACCEPTED BY THE CITY BEFORE ANY FRAMING PERMITS WILL BE ISSUED. CONTACT CITY FIRE MARSHALL FOR INTERIOR SYSTEM INSPECTIONS.

21. CONTACT THE MUNICIPAL WATER DIVISION 48 HOURS PRIOR TO ANY WATER SYSTEM CONSTRUCTION.

22. THE FLUSHING PROCESS SHALL TAKE PLACE PRIOR TO HYDROSTATIC TESTING CHLORINATION AND FINAL FLUSHING OF THE MAIN BY THE CONTRACTOR. FINAL CONNECTIONS SHALL NOT BE MADE PRIOR TO BACTERIA TEST SAMPLES THAT MEET CITY REQUIREMENTS AND AUTHORIZATION FOR TIE-INS BY THE CITY INSPECTOR.

23. A COMPLETE SET OF "AS BUILT" DRAWINGS SHALL BE SUBMITTED TO THE MUNICIPAL UTILITIES DEPARTMENT PRIOR TO FINAL INSPECTION.

24. THE CONTRACTOR SHALL NOT OPERATE ANY EXISTING CITY WATER SYSTEM VALVES.

25. WATER VALVE CANS SHALL BE PER SPEC A-20442 (SLIP CAN TYPE).

26. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL SUBMIT MATERIAL SPECIFICATIONS FOR APPROVAL BY THE CITY.

27. EXISTING WATER MAIN NEEDS TO BE CUT AND CAPPED TO KEEP EXISTING MAIN IN SERVICE UNTIL NEW MAIN AND SERVICES ARE IN SERVICE. CONTRACTOR TO PROVIDE ALL MATERIALS AND LABOR TO PERFORM THIS TASK PER CITY STAFF DIRECTION.

ACCURACY DISCLAIMER:

THESE DRAWINGS ARE NOT BASED ON A FIELD SURVEY. ALL BASE DRAWING INFORMATION WAS GENERATED FROM DATA INCLUDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SHAPEFILES FOR STREET CENTERLINES, RIGHT-OF-WAY, PARCEL LINES, AND UNDERGROUND UTILITIES. BASE DRAWINGS WERE THEN AUGMENTED WITH AVAILABLE UTILITY RECORD DRAWINGS, TOGETHER WITH A DESKTOP (VIRTUAL) ASSESSMENT OF STREET IMPROVEMENTS, AND A FIELD RECONNAISSANCE. THERE IS NO GUARANTEE AS TO THE ACCURACY OF SAID DRAWINGS AND POTENTIAL INTERFERENCES THAT MAY IMPACT THE PROPOSED WATERLINE CONSTRUCTION. ONCE PROPOSED ALIGNMENTS HAVE BEEN DULY ESTABLISHED IN THE FIELD AND APPROVED BY A CITY REPRESENTATIVE, CONTRACTOR SHALL POTHOLE EACH AND EVERY POTENTIAL INTERFERENCE AND CONNECTION LOCATION TO CONFIRM EXTENT OF THEIR RESPECTIVE INFLUENCES.

WATERLINE ALIGNMENTS AND ANY HORIZONTAL DEFLECTIONS ARE GENERALLY BASED ON OFFSETS FROM CENTERLINE. ANY SHOWN FITTING BENDS ARE APPROXIMATE AND MAY REQUIRE ADJUSTMENT DURING CONSTRUCTION.

ENGINEER'S NOTICE TO CONTRACTOR:

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

WATER CONSTRUCTION NOTES:

		QUANTITIES
1	INSTALL 12" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.	2,198 LF
2	INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.	20,974 LF
3	INSTALL 12" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.	24 EA
4	INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.	47 EA
5	INSTALL 8" 45° ELBOW.	12 EA
6	INSTALL 8" 22.5° ELBOW.	21 EA
7	INSTALL 8" 11.25° ELBOW.	13 EA
8	CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.	51 EA
9	CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.	143 EA
10	CONSTRUCT NEW 2" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20513.	26 EA
11	REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR-VAC, AND/OR BLOW-OFF.	51 EA
12	CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.	34,850 LF
13	INSTALL 24" X 16" DUCTILE IRON TEE (FL).	1 EA
14	CONNECT TO EXISTING 8" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.	5 EA
15	CONNECT TO EXISTING 6" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.	3 EA
16	CONNECT TO EXISTING 4" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.	6 EA
17	INSTALL 12" X 12" X 12" DUCTILE IRON TEE (FL).	3 EA
18	INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).	11 EA
19	INSTALL 12" 45° ELBOW.	10 EA
20	INSTALL 12" X 8" REDUCER (FL).	1 EA
21	INSTALL 16" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.	1,205 LF
22	INSTALL 16" X 8" DUCTILE IRON TEE (FL).	1 EA
23	INSTALL RESTRAINED JOINT COUPLING CONNECTION.	39 EA
24	INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.	10,427 LF
25	INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.	9 EA
26	INSTALL 24" 45° ELBOW (MJ x MJ).	13 EA
27	INSTALL 24" 22.5° ELBOW (MJ x MJ).	6 EA
28	INSTALL 24" 11.25° ELBOW (MJ x MJ).	20 EA
29	INSTALL 16" X 12" DUCTILE IRON TEE (FL).	1 EA
30	INSTALL 16" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.	6 EA
31	INSTALL 12" X 8" DUCTILE IRON TEE (FL).	6 EA
32	INSTALL 16" 45° ELBOW.	2 EA
33	INSTALL 8" BLIND FLANGE.	7 EA
34	INSTALL TEMPORARY BLIND FLANGE AND RISER PIPING FOR FLUSHING AND DISINFECTION.	33 EA
35	INSTALL 8" DUCTILE IRON CROSS (FL).	1 EA
36	INSTALL 12" X 8" DUCTILE IRON CROSS (FL).	1 EA
37	INSTALL 12" 11.25° ELBOW.	2 EA
38	INSTALL 16" X 8" REDUCER (FL).	1 EA
39	INSTALL 8" X 6" REDUCER (FL).	2 EA
40	INSTALL 8" END CAP.	2 EA
41	INSTALL 24" X 12" DUCTILE IRON TEE (FL).	1 EA
42	INSTALL 24" X 8" REDUCER (FL).	1 EA
43	INSTALL 6" AIR-RELEASE VALVE ASSEMBLY PER CITY OF REDLANDS STANDARD DRAWING NO. A-20515.	6 EA
44	INSTALL BLOW-OFF FIRE HYDRANT ASSEMBLY PER DETAIL 47 ON SHEET 39.	9 EA
45	INSTALL 8" 90° ELBOW.	2 EA
46	INSTALL 24" X 8" DUCTILE IRON TEE. (FL).	1 EA
47	REPLACE IN-KIND DECORATIVE CONCRETE AND CONCRETE PAVERS OVER 8" CLASS II AB AND 1" SE 30 SAND FOR LEVELING PURPOSES.	750 SF
48	CONSTRUCT WELD-ON FLANGE AND INSTALL FL X PE SPOOL.	5 EA
49	INSTALL 16" X 16" X 16" DUCTILE IRON TEE (FL).	1 EA
50	INSTALL 16" X 12" REDUCER (FL).	1 EA

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

GENERAL NOTES, CONSTRUCTION NOTES AND ABBREVIATIONS

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF:

10/10/24
DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL. 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

REV.	REVISION DESCRIPTION	BY	DATE

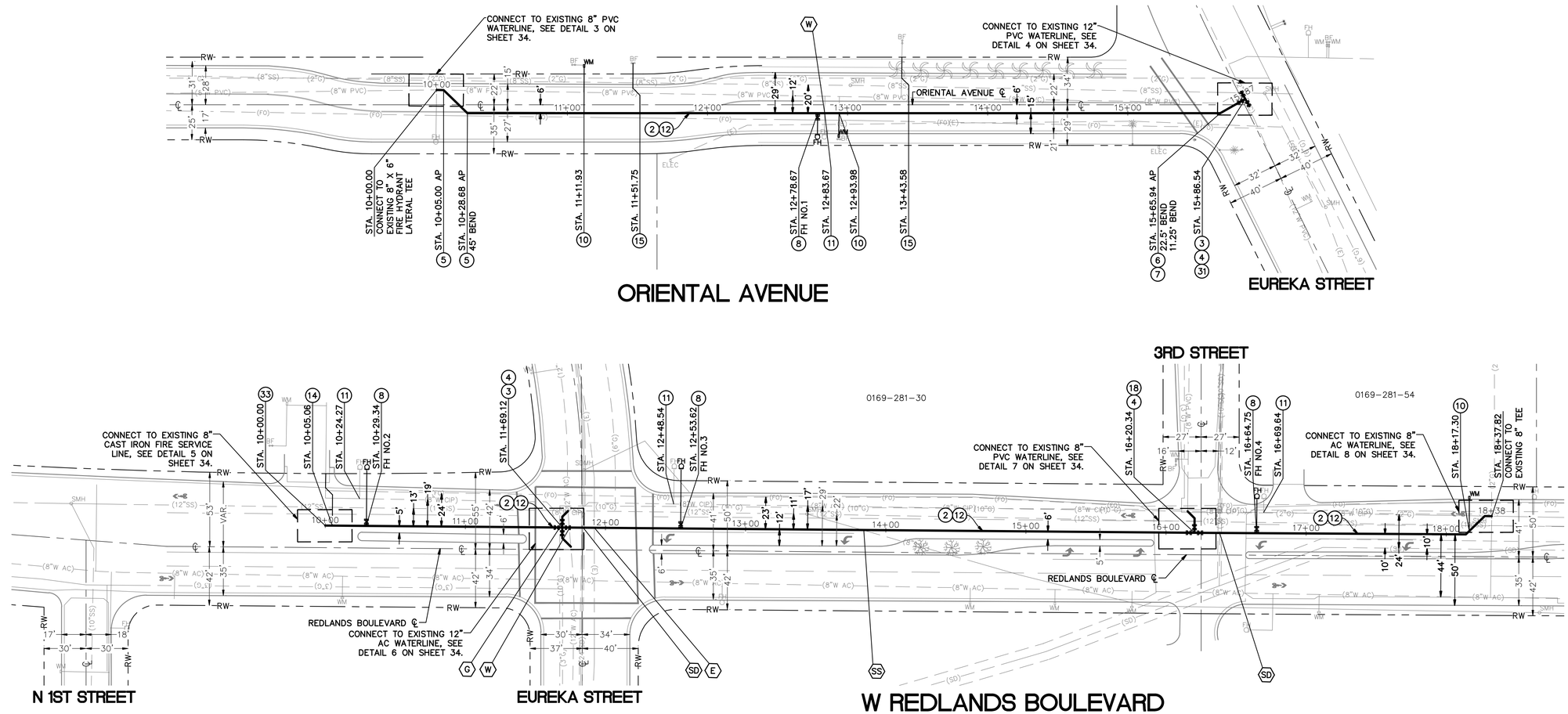
DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 10/10/24 Date

Approved By:
Graham K. Dobey, City Engineer, R.C.E. 75646 — 10/10/24 Date

Sheet 2 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

S:\CAD\113-16 CIP Water Pipeline & Highline\Plan Set\113-16_G20N.dwg | Plotted: 10/10/2024



WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(3) INSTALL 12" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
(4) INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.
(5) INSTALL 8" 45° ELBOW.
(6) INSTALL 8" 22.5° ELBOW.
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(10) CONSTRUCT NEW 2" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20513.
(11) REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR-VAC, AND/OR BLOW-OFF.
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(14) CONNECT TO EXISTING 8" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.
(15) CONNECT TO EXISTING 6" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.
(31) INSTALL 12" X 8" DUCTILE IRON TEE (FL).
(33) INSTALL 8" BLIND FLANGE.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

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PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

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REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER — TERRY M. RENNER — No. 69984 — Exp. 9/30/26 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

ORIENTAL AVENUE & REDLANDS BOULEVARD

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 10/10/24 Date
Approved By: Graham K. Dobey, City Engineer, R.C.E. 75646 — 10/10/24 Date

Sheet 3 of 41 Sheets
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Vert. NONE

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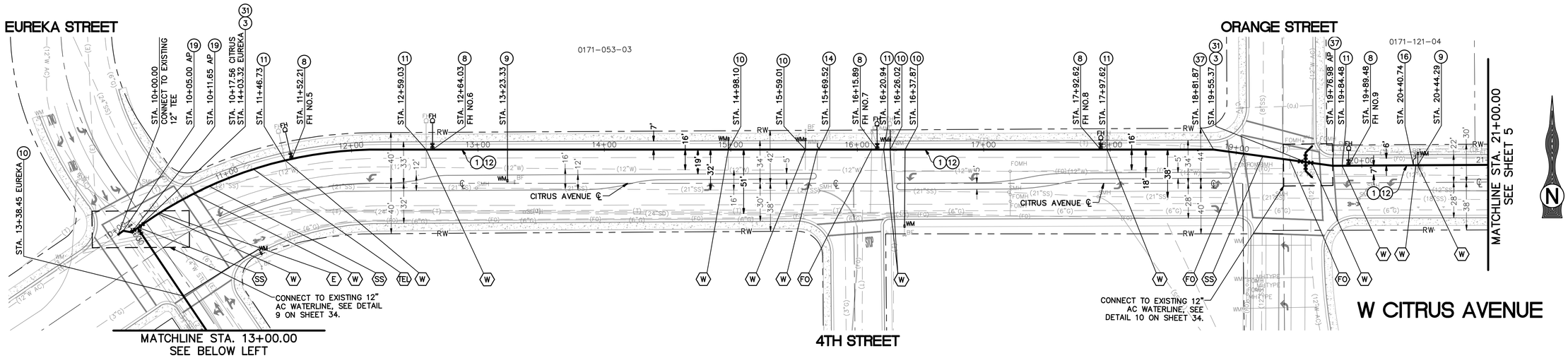

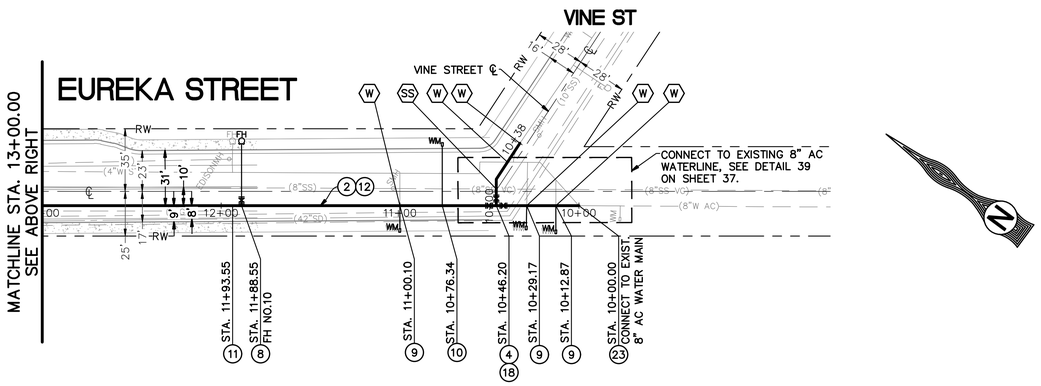

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REGISTERED PROFESSIONAL ENGINEER — TERRY M. RENNER — No. 69984 — Exp. 9/30/26 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

EUREKA STREET & CITRUS AVENUE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/10/24
Dastam K. Dibbey, City Engineer, R.C.E. 75646 Date

Sheet 4 of 41 Sheets
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Vert. NONE

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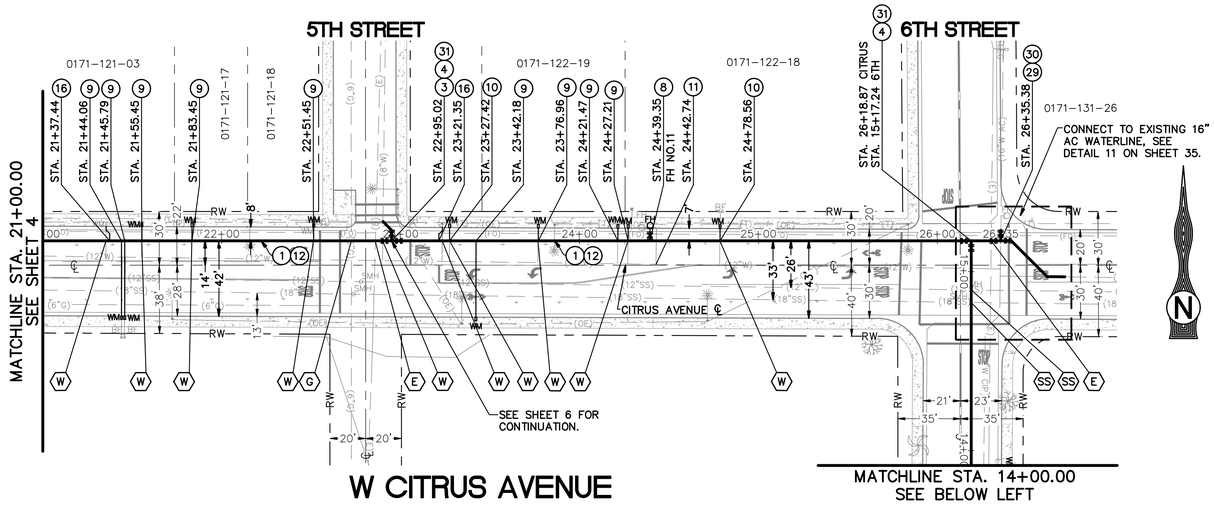

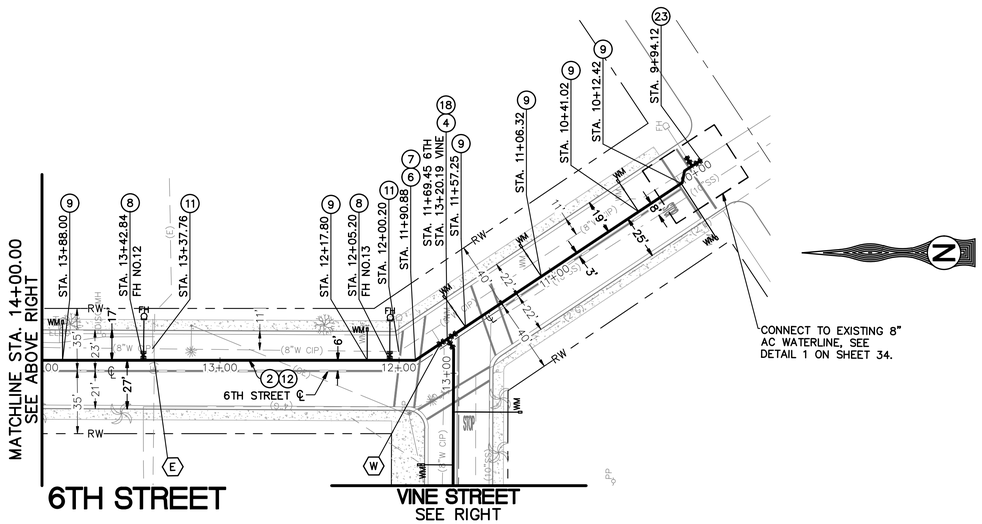

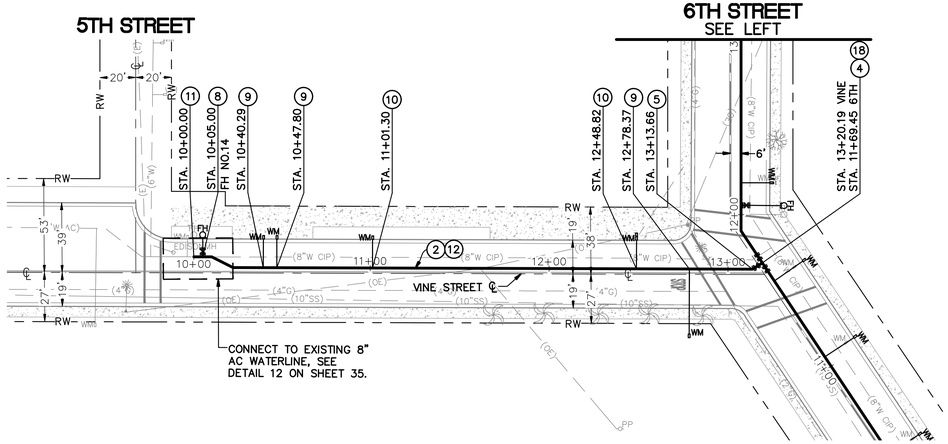

WATER CONSTRUCTION NOTES:

1. INSTALL 12" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
2. INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
3. INSTALL 12" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
4. INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.
6. INSTALL 8" 22.5° ELBOW.
7. INSTALL 8" 11.25° ELBOW.
8. CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
9. CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
10. CONSTRUCT NEW 2" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20513.
11. REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR-VAC, AND/OR BLOW-OFF.
12. CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
16. CONNECT TO EXISTING 4" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.
18. INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
23. INSTALL RESTRAINED JOINT COUPLING CONNECTION.
29. INSTALL 16" X 12" DUCTILE IRON TEE (FL).
30. INSTALL 16" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
31. INSTALL 12" X 8" DUCTILE IRON TEE (FL).

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

CITRUS AVENUE, S 6TH STREET & VINE STREET

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL. 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Dustom K. Dykey, City Engineer, R.C.E. 75646 Date

Sheet 5 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

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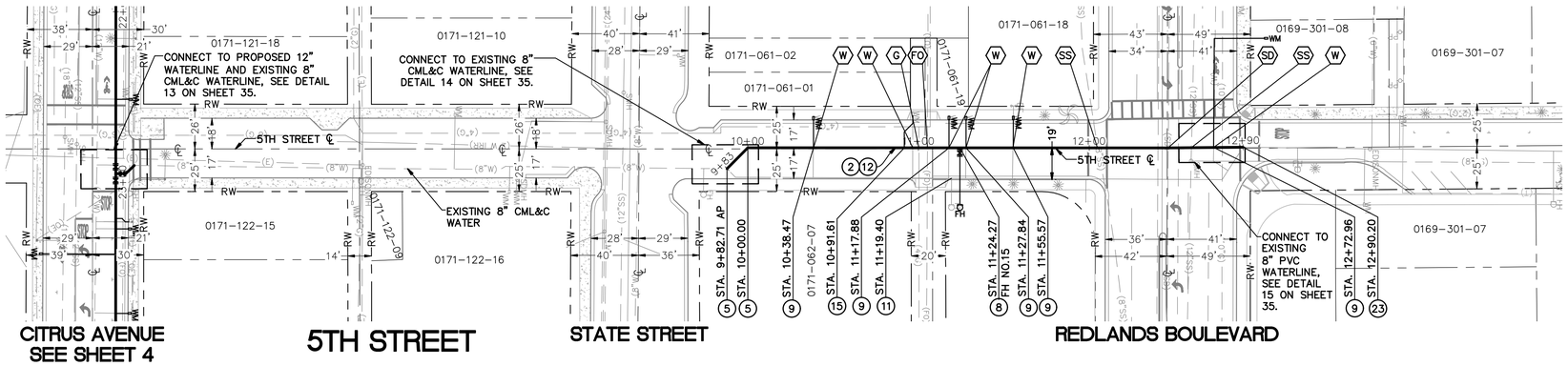

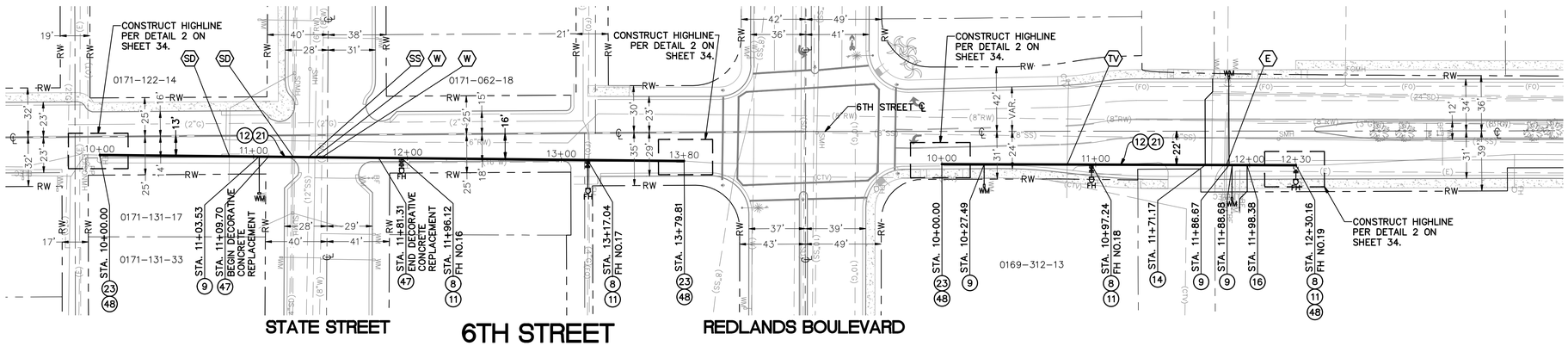

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(5) INSTALL 8" 45° ELBOW (MJ x MJ).
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
(11) REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR-VAC, AND/OR BLOW-OFF.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(14) CONNECT TO EXISTING 8" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.
(15) CONNECT TO EXISTING 6" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.
(16) CONNECT TO EXISTING 4" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.
(21) INSTALL 16" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
(23) INSTALL FLEXIBLE COUPLING CONNECTION.
(47) REPLACE IN-KIND DECORATIVE CONCRETE AND CONCRETE PAVERS OVER 8" CLASS II AB AND 1" SE 30 SAND FOR LEVELING PURPOSES.
(48) CONSTRUCT WELD-ON FLANGE AND INSTALL FL X PE SPOOL.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

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RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

5TH STREET & 6TH STREET

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Graham K. Dibley, City Engineer, R.C.E. 75646 Date

Sheet 6 of 41 Sheets
Scale: Horiz. AS SHOWN
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D-20561

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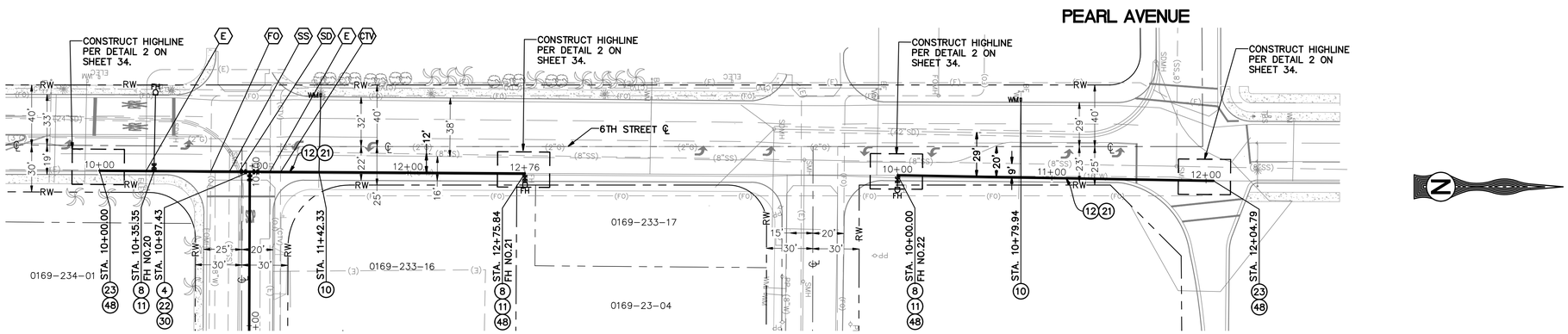

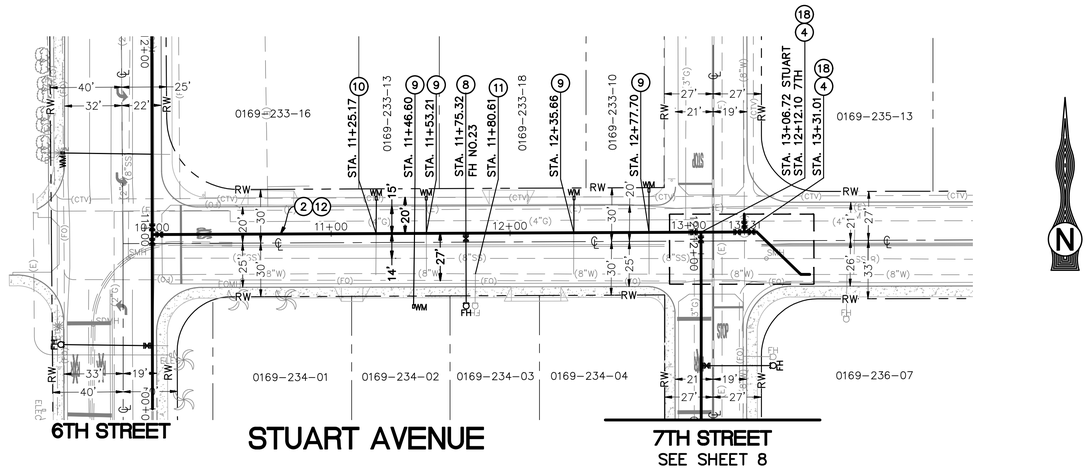

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(4) INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
(10) CONSTRUCT NEW 2" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20513.
(11) REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR-VAC, AND/OR BLOW-OFF.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(18) INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
(21) INSTALL 16" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
(22) INSTALL 16" X 8" DUCTILE IRON TEE (FL).
(23) INSTALL RESTRAINED JOINT COUPLING CONNECTION.
(30) INSTALL 16" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
(48) CONSTRUCT WELD-ON FLANGE AND INSTALL FL X PE SPOOL.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

6TH STREET & STUART AVENUE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/10/24
Graham K. Dibley, City Engineer, R.C.E. 75646 Date

Sheet 7 of 41 Sheets
Scale: Horiz. AS SHOWN
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D-20561

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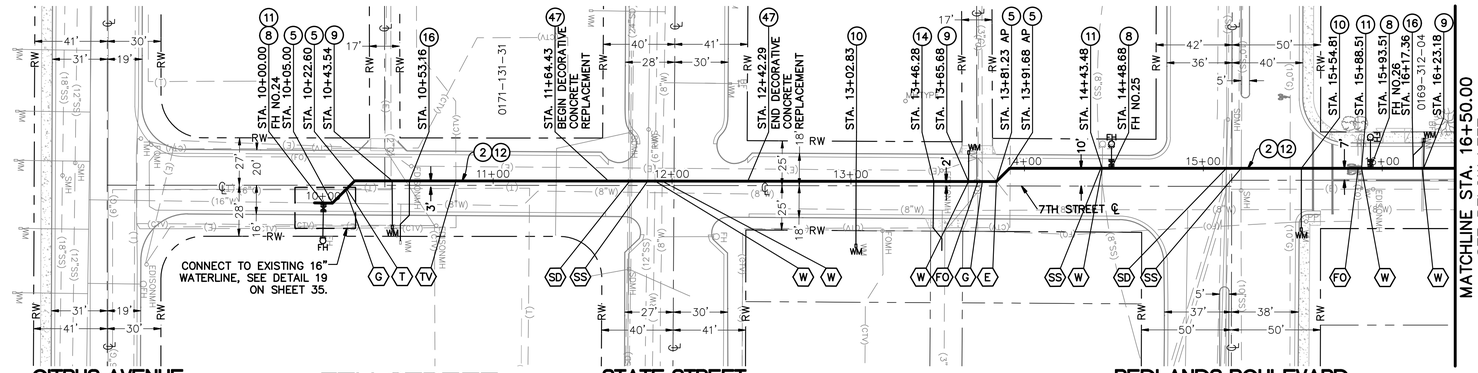

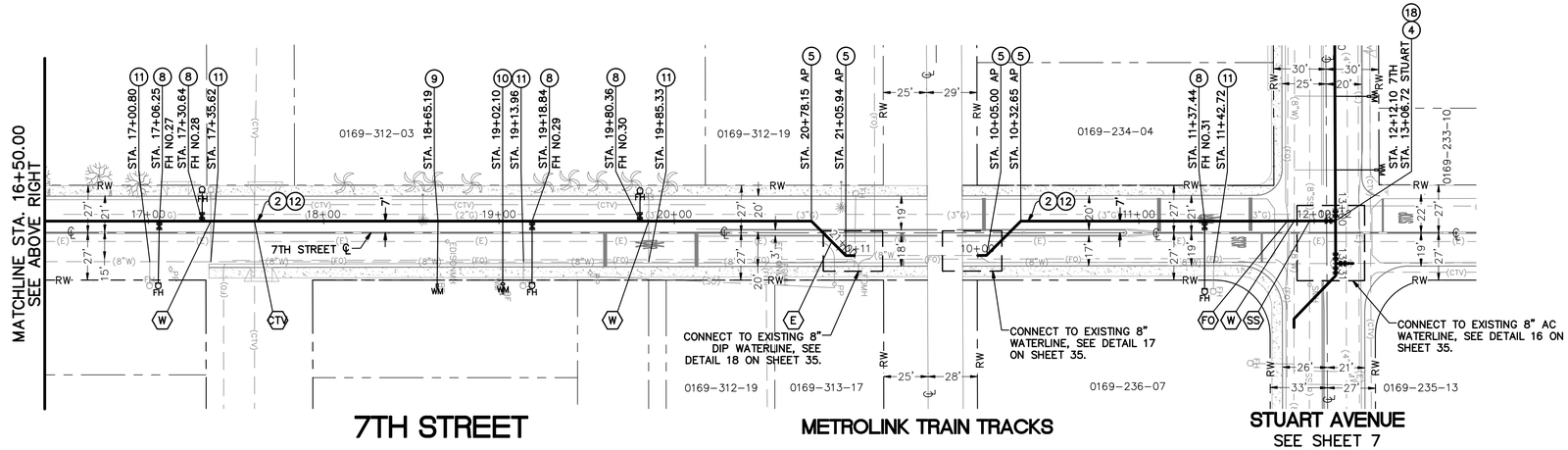

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(4) INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.
(5) INSTALL 8" 45° ELBOW.
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
(10) CONSTRUCT NEW 2" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20513.
(11) REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR-VAC, AND/OR BLOW-OFF.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(14) CONNECT TO EXISTING 8" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.
(16) CONNECT TO EXISTING 4" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A-20517.
(18) INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
(47) REPLACE IN-KIND DECORATIVE CONCRETE AND CONCRETE PAVERS OVER 8" CLASS II AB AND 1" SE 30 SAND FOR LEVELING PURPOSES.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

7TH STREET

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Graham K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 8 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

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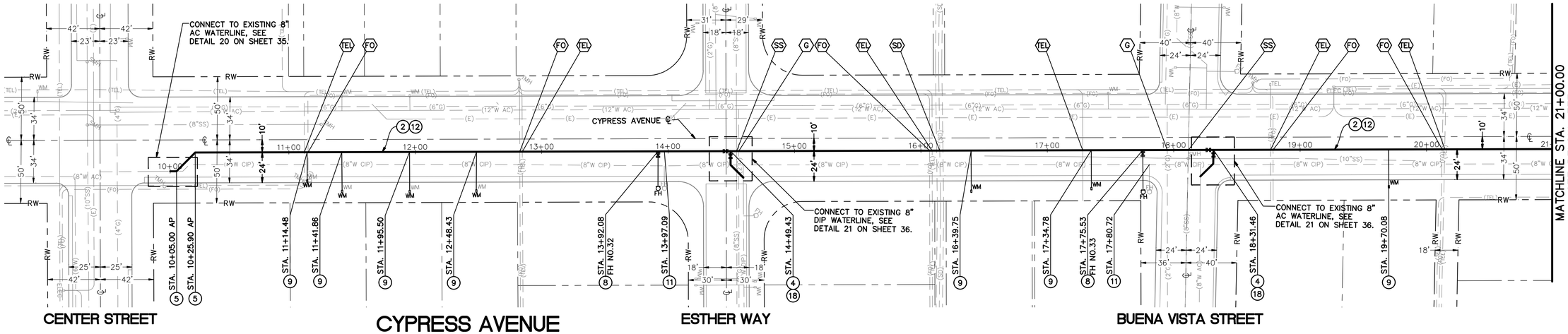

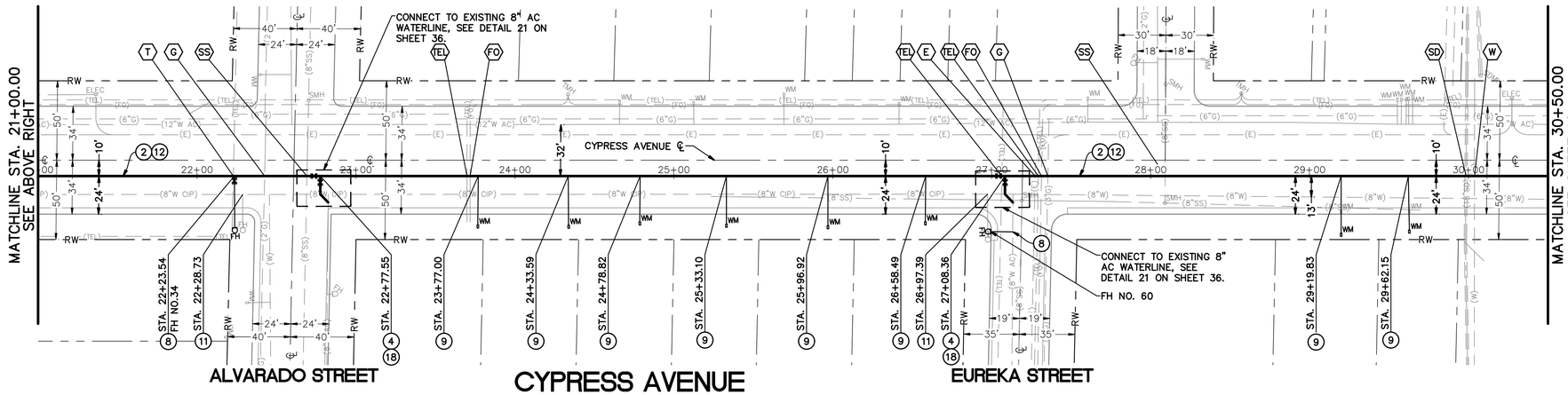

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

WATER CONSTRUCTION NOTES:

2 INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
4 INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.
5 INSTALL 8" 45° ELBOW.
8 CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
9 CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
11 REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR-VAC, AND/OR BLOW-OFF.
12 CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
18 INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).

811 Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

CYPRESS AVENUE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Gautam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 9 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

D-20561

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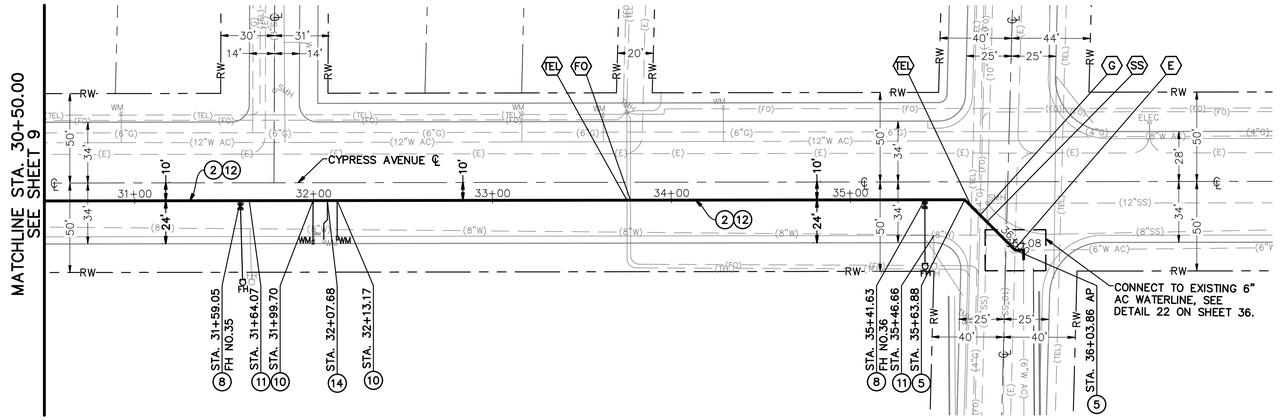
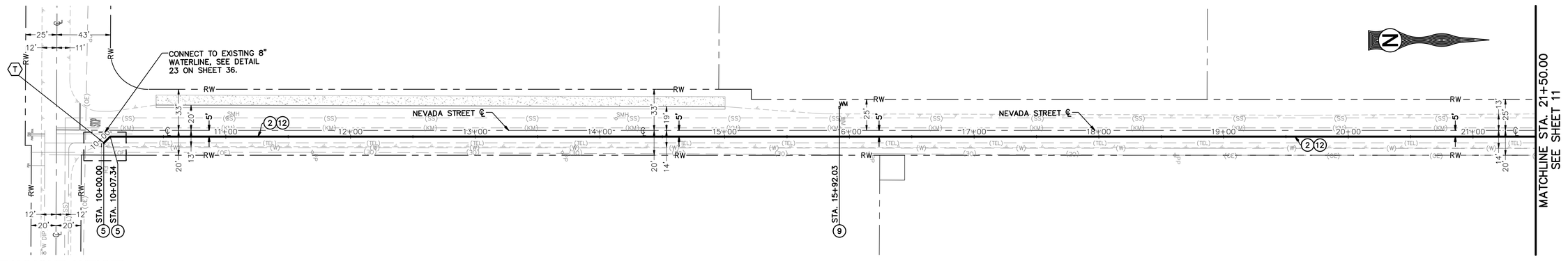


CYPRESS AVENUE

CAJON STREET



BEAUMONT AVENUE

NEVADA STREET

WATER CONSTRUCTION NOTES:

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(5) INSTALL 8" 45° ELBOW.
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(10) CONSTRUCT NEW 2" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A–20513.
(11) REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR–VAC, AND/OR BLOW–OFF.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(14) CONNECT TO EXISTING 8" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A–20517.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

Know what's below. Call before you dig.

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2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

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REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

CYPRESS AVENUE & NEVADA STREET

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Joaquin K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 10 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

D-20561

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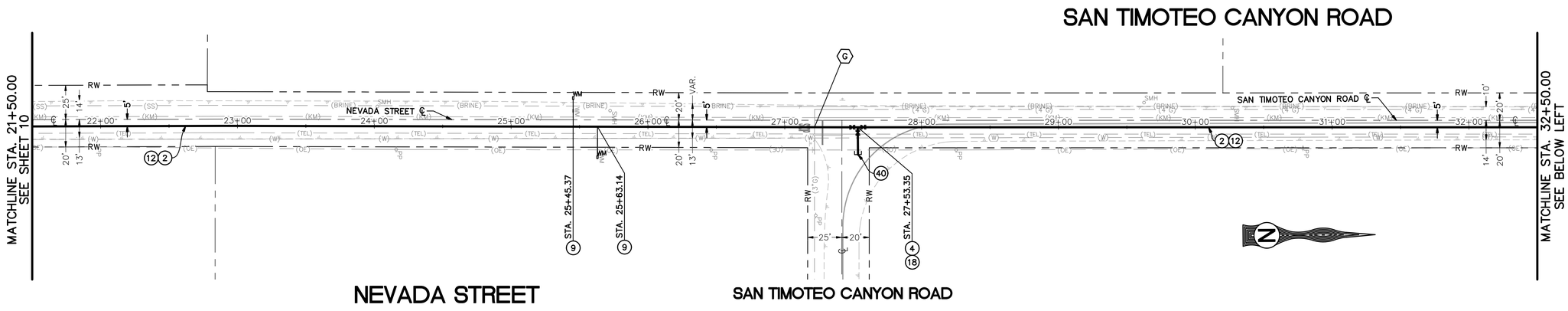

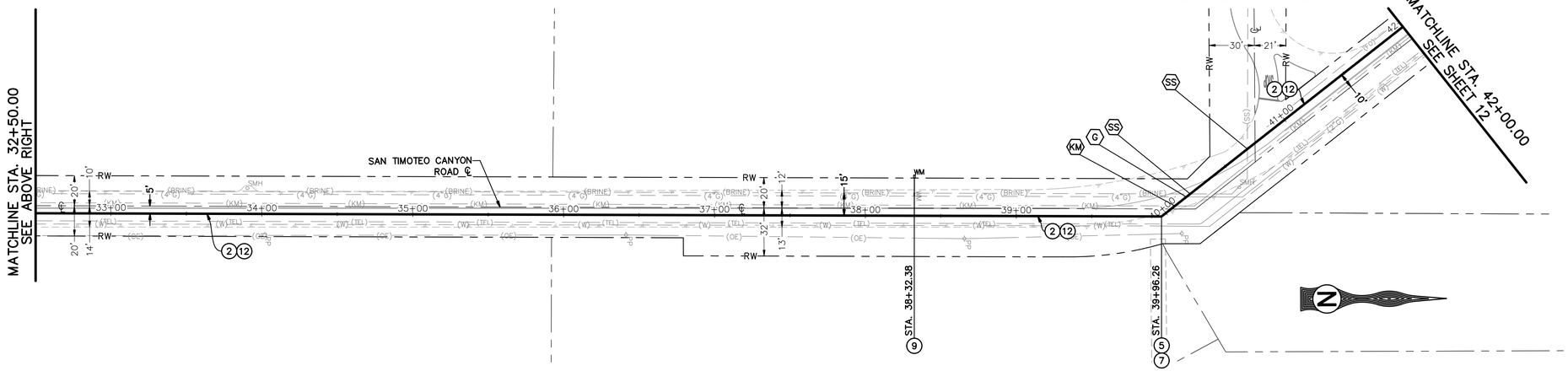

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(4) INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.
(5) INSTALL 8" 45° ELBOW.
(7) INSTALL 8" 11.25° ELBOW.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(18) INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
(40) INSTALL 8" END CAP.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

NEVADA STREET & SAN TIMOTEO CANYON ROAD

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Dustan K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 11 of 41 Sheets
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Vert. NONE

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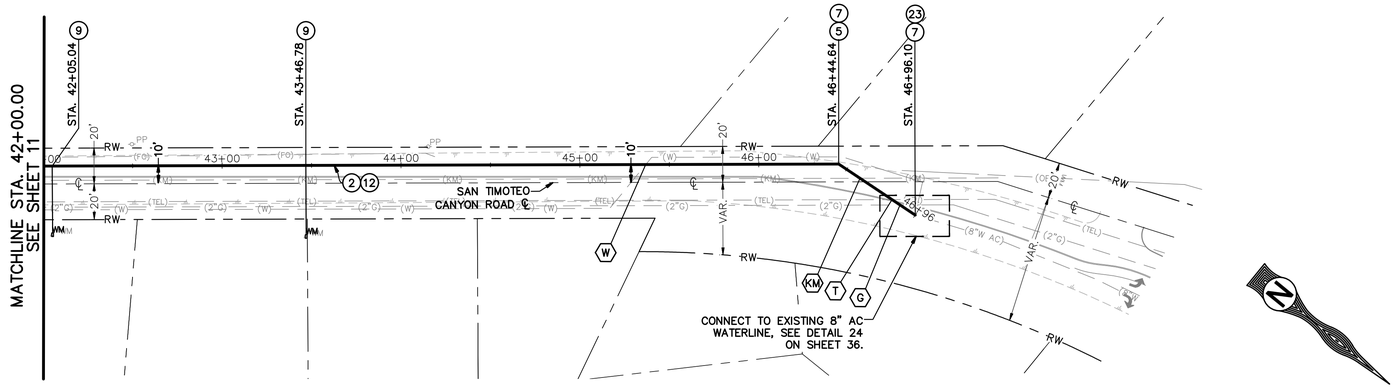
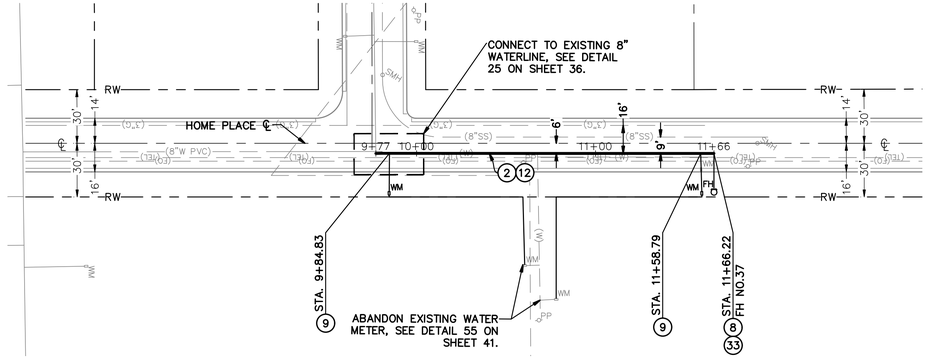


SAN TIMOTEO CANYON ROAD



HOME PLACE

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(5) INSTALL 8" 45° ELBOW.
(7) INSTALL 8" 11.25° ELBOW.
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(23) INSTALL FLEXIBLE COUPLING CONNECTION.
(33) INSTALL 8" BLIND FLANGE.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

SAN TIMOTEO CANYON ROAD & HOME PLACE

D-20561

Know what's below. Call before you dig. 811

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Graham K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 12 of 41 Sheets
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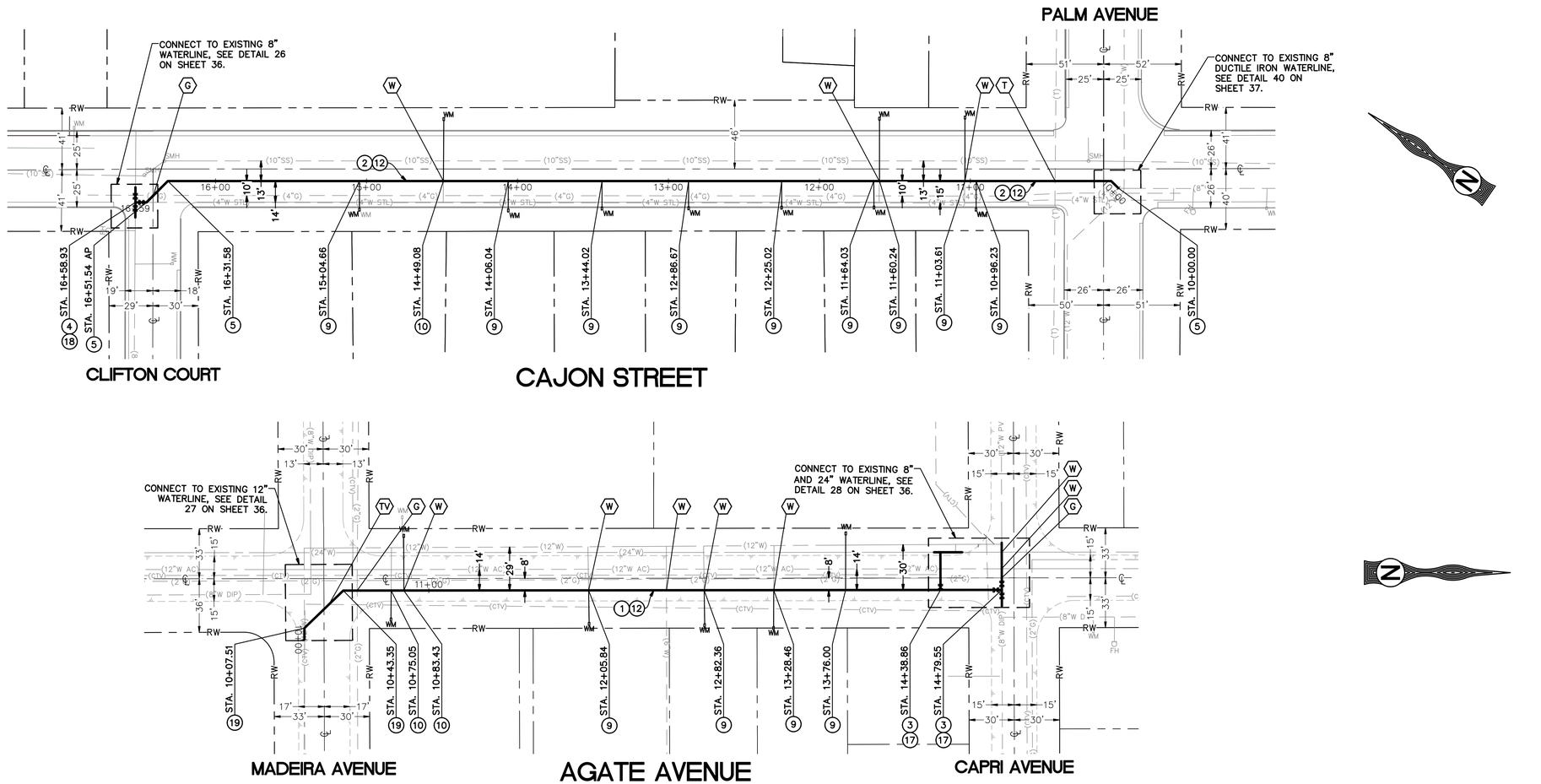

WATER CONSTRUCTION NOTES:

1. INSTALL 12" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
2. INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
3. INSTALL 12" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A–20512.
4. INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A–20514.
5. INSTALL 8" 45° ELBOW.
9. CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A–20511.
10. CONSTRUCT NEW 2" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A–20513.
12. CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
17. INSTALL 12" X 12" X 12" DUCTILE IRON TEE (FL).
18. INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
19. INSTALL 12" 45° ELBOW.

Know what's below. Call before you dig.

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2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER — TERRY M. RENNER — No. 69984 — Exp. 9/30/26 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

CAJON STREET & AGATE AVENUE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Graham K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 13 of 41 Sheets
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Vert. NONE

D-20561

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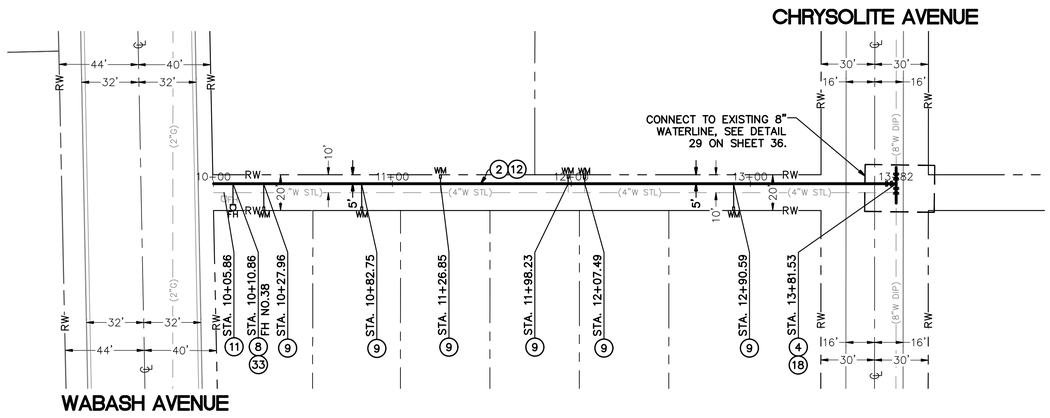

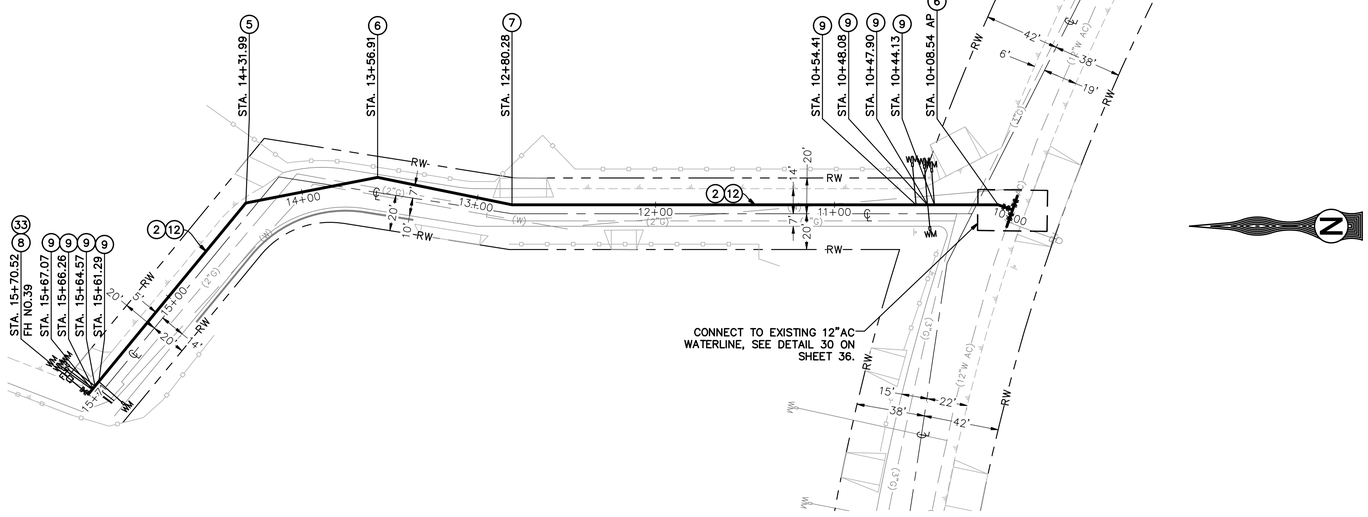

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(4) INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.
(5) INSTALL 8" 45° ELBOW.
(6) INSTALL 8" 22.5° ELBOW.
(7) INSTALL 8" 11.25° ELBOW.
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
(11) REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR-VAC, AND/OR BLOW-OFF.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(18) INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
(33) INSTALL 8" BLIND FLANGE.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

CHRYSOLITE AVENUE & VINTON WAY

D-20561

Know what's below. Call before you dig. 811

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Bradam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 14 of 41 Sheets
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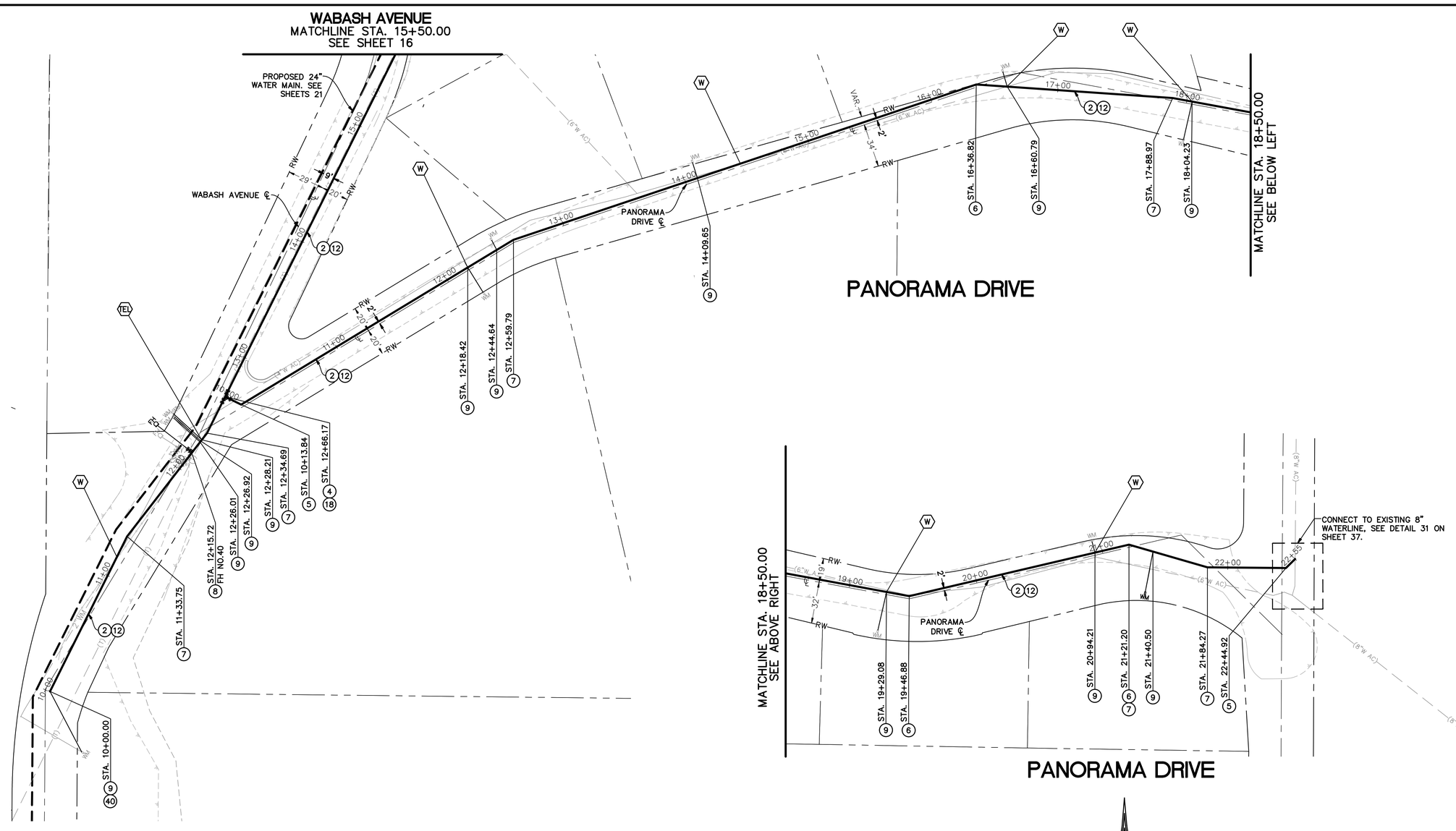

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(4) INSTALL 8" GATE VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. 20514.
(5) INSTALL 8" 45° ELBOW.
(6) INSTALL 8" 22.5° ELBOW.
(7) INSTALL 8" 11.25° ELBOW.
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(18) INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
(40) INSTALL 8" END CAP.

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

WABASH AVENUE & PANORAMA DRIVE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Graham K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 15 of 41 Sheets
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Vert. NONE

D-20561

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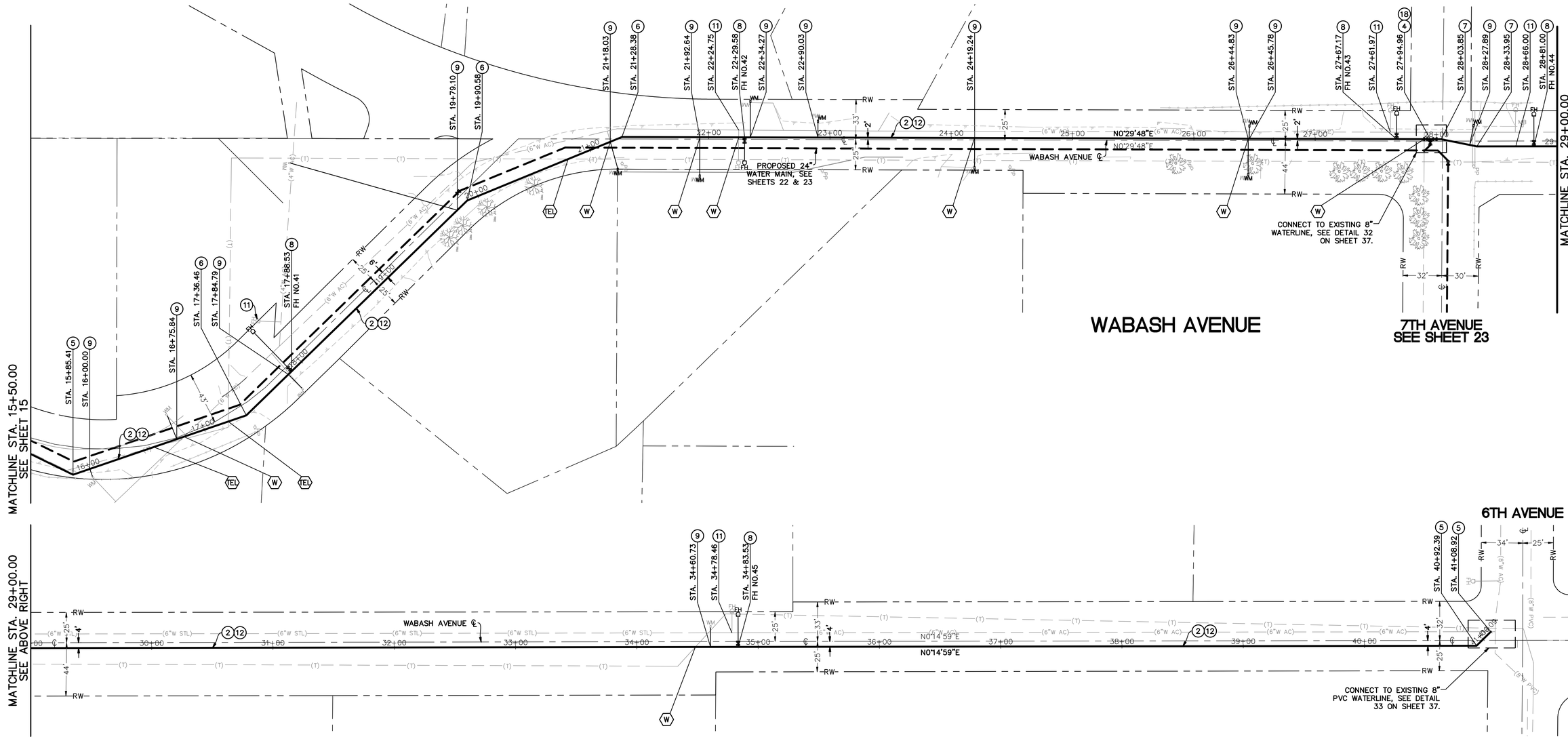

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(4) INSTALL 8" GATE VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A–20514.
(5) INSTALL 8" 45° ELBOW.
(6) INSTALL 8" 22.5° ELBOW.
(7) INSTALL 8" 11.25° ELBOW.
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A–20511.
(11) REMOVE AND SALVAGE EXISTING FIRE HYDRANT, AIR–VAC, AND/OR BLOW–OFF.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(18) INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

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TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

WABASH AVENUE

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Dustan K. Dobbey, City Engineer, R.C.E. 75646 Date

Sheet 16 of 41 Sheets
Scale: Horiz. AS SHOWN
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D-20561

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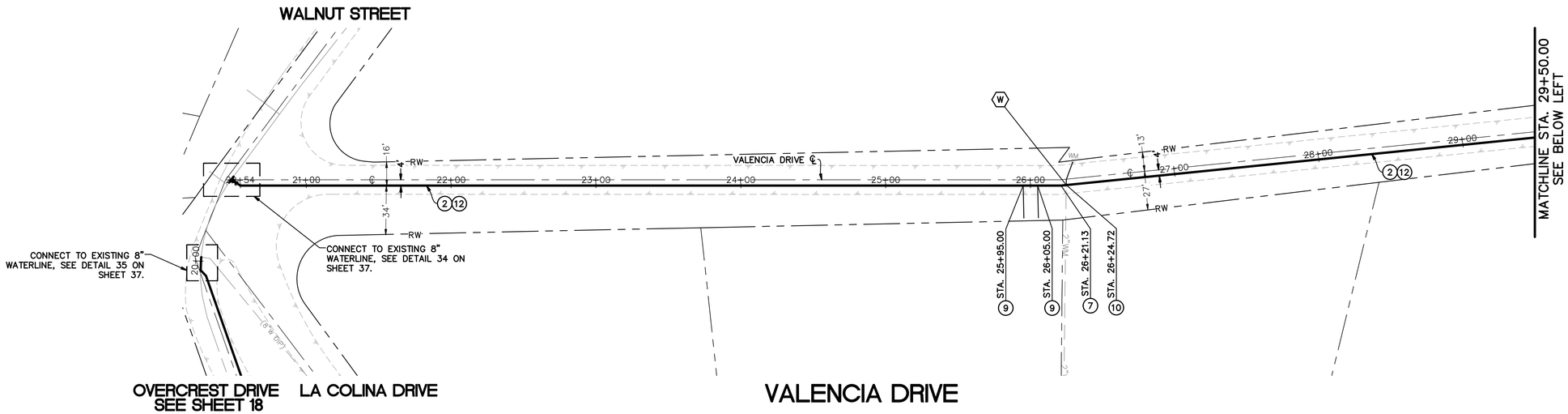

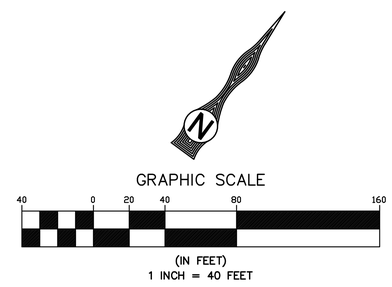

WATER CONSTRUCTION NOTES:

2 INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
5 INSTALL 8" 45° ELBOW.
6 INSTALL 8" 22.5° ELBOW.
7 INSTALL 8" 11.25° ELBOW.
8 CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
9 CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
10 CONSTRUCT NEW 2" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
12 CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
33 INSTALL 8" BLIND FLANGE.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

VALENCIA DRIVE

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TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/10/24
Gautam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 17 of 41 Sheets
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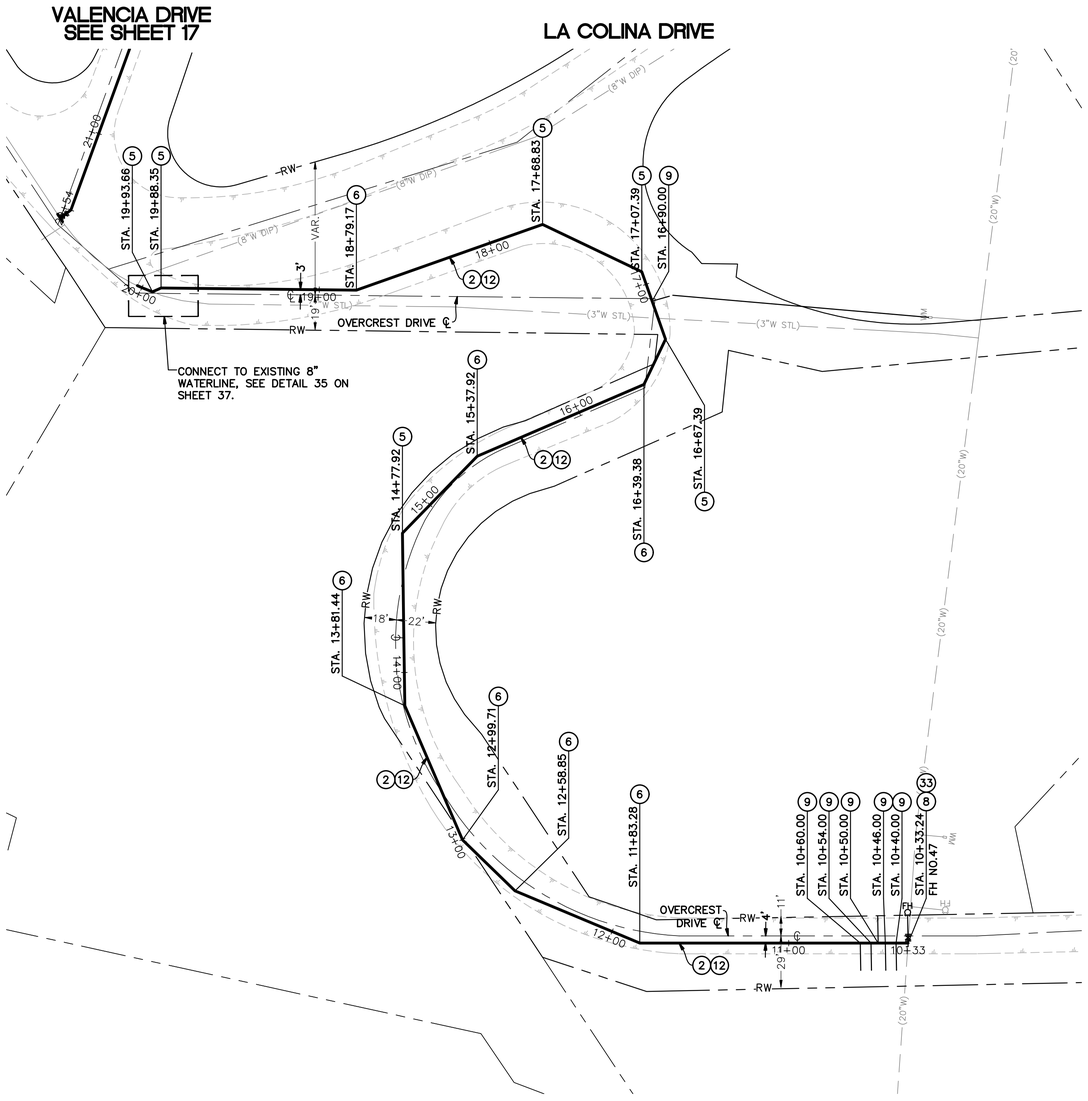

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(5) INSTALL 8" 45° ELBOW.
(6) INSTALL 8" 22.5° ELBOW.
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(33) INSTALL 8" BLIND FLANGE.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

OVERCREST DRIVE

D-20561

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TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

REV.	REVISION DESCRIPTION	BY	DATE

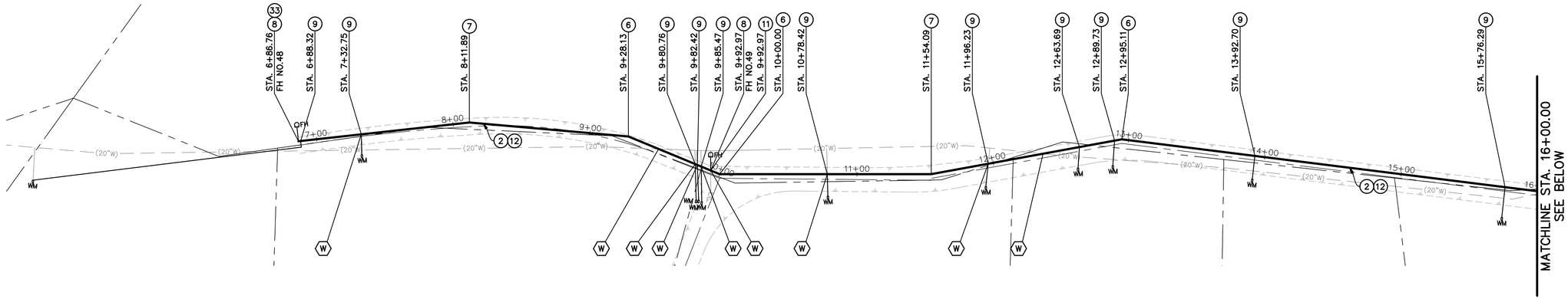
DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

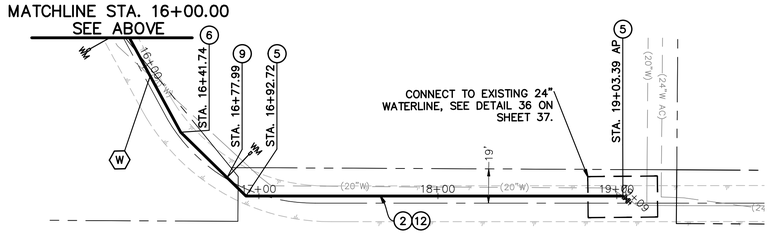
Approved By: 10/10/24
Graham K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 18 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

S:\CAD\V13-16 CIP Water Pipeline & Highline\Plan Set\13-16_ISMT.dwg | Plotted: 10/10/2024



CRAFTON AVENUE



CRAFTON AVENUE

WATER CONSTRUCTION NOTES:

(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(5) INSTALL 8" 45° ELBOW.
(6) INSTALL 8" 22.5° ELBOW.
(7) INSTALL 8" 11.25° ELBOW.
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20511.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(33) INSTALL 8" BLIND FLANGE.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI. ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL. 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/10/24
Graham K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 19 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

CRAFTON AVENUE

D-20561

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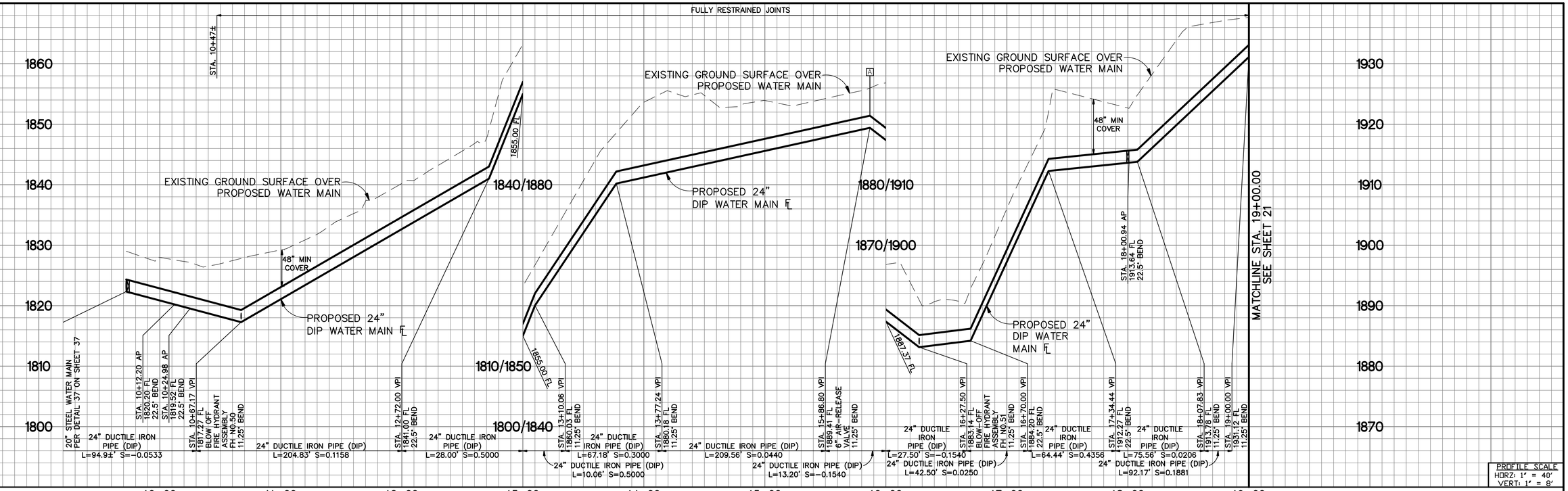
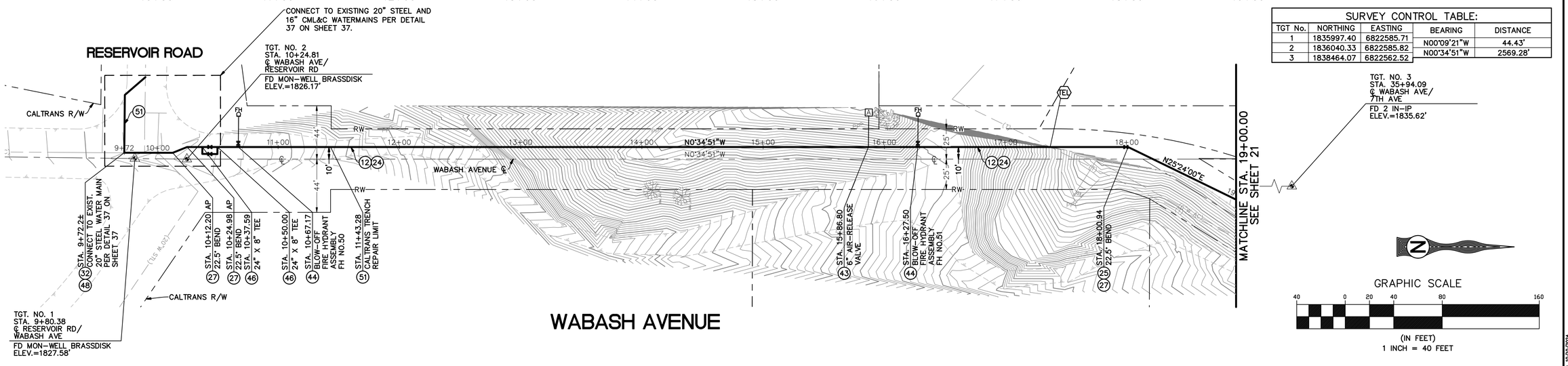


PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'



WABASH AVENUE

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
1	1835997.40	6822585.71	N00°09'21"W	44.43'
2	1836040.33	6822585.82	N00°34'51"W	2569.28'
3	1838464.07	6822562.52		

WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(25) INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
(27) INSTALL 24" 22.5° ELBOW (MJ x MJ).
(32) INSTALL 24" X 16" DUCTILE IRON TEE (FL).
(43) INSTALL 6" AIR-RELEASE VALVE ASSEMBLY PER CITY OF REDLANDS STANDARD DRAWING NO. A-20515.
(44) INSTALL BLOW-OFF FIRE HYDRANT ASSEMBLY PER DETAIL 47 ON SHEET 39.
(46) INSTALL 24" X 8" DUCTILE IRON TEE (FL).
(48) CONSTRUCT WELD-ON FLANGE AND INSTALL FL X PE SPOOL.
(51) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CALTRANS STANDARD DETAIL 57 ON SHEET 41.

811 Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT. REF MWD FB 4055 35 058.

REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

PLAN/PROFILE SHEET STA. 9+72.2± TO 19+00.00

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

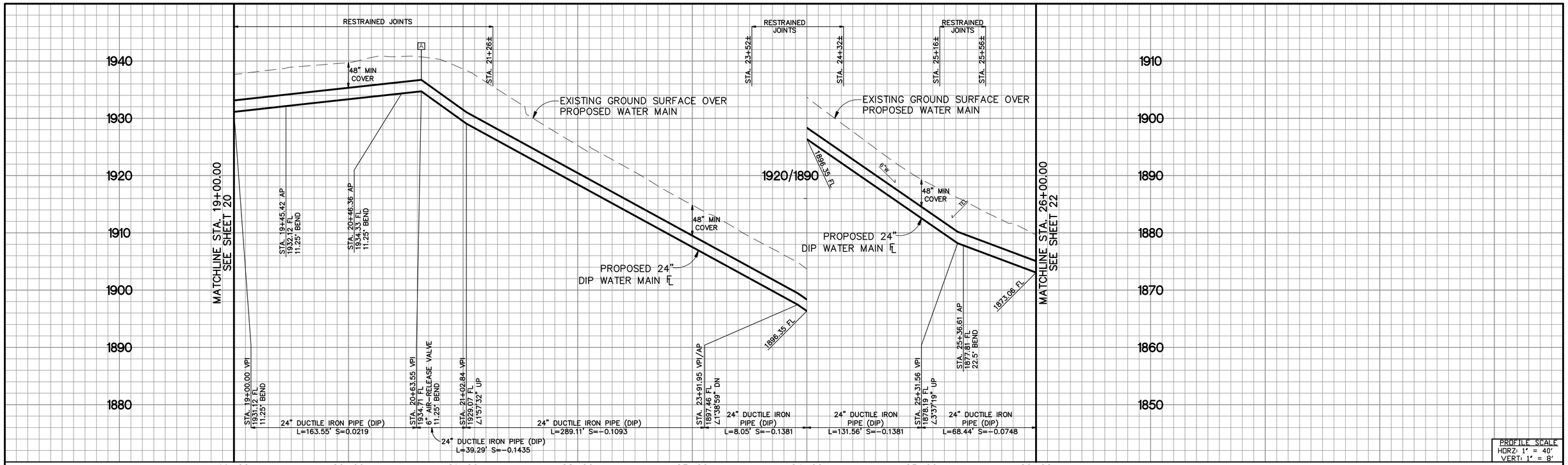
Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/07/24
Graham K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 20 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

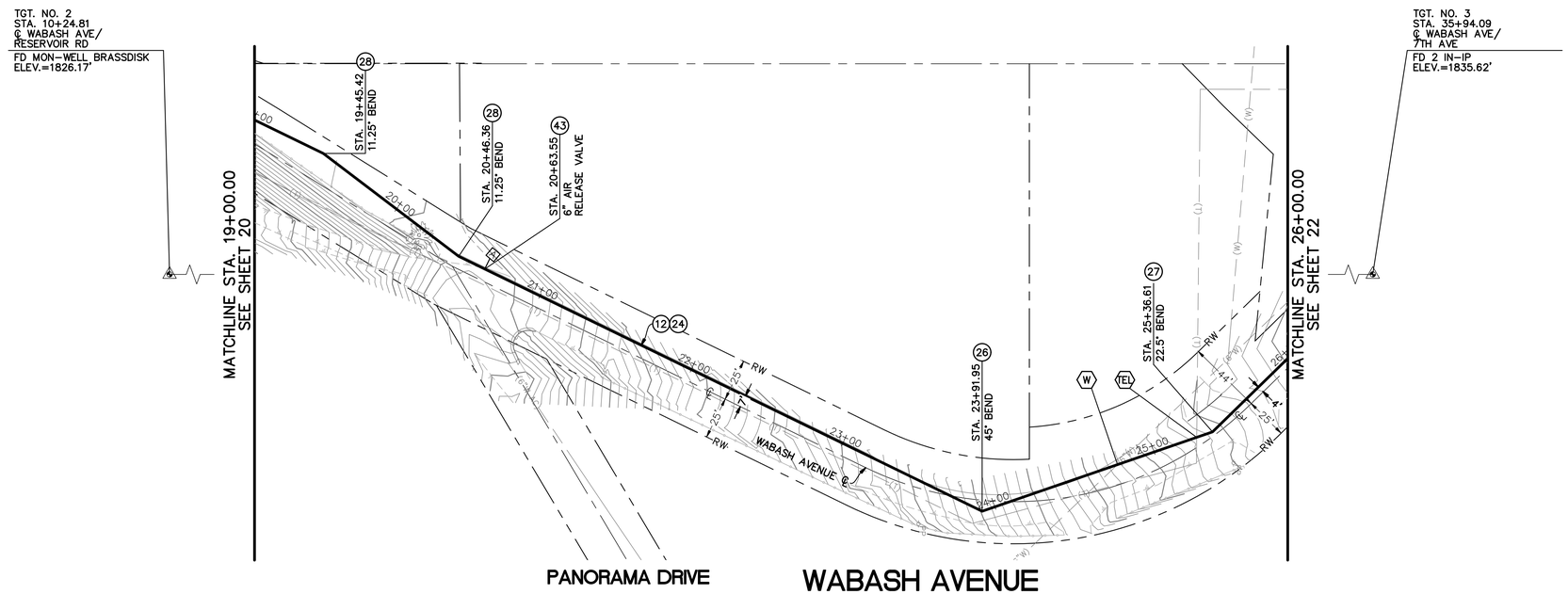
D-20561

S:\CAD\V13-16 CIP Water Pipeline & Highline\Plan Set\24th Highline\V13-16_20MT.dwg | Plotted: 10/10/2024



PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
2	1836040.33	6822585.82	N00°34'51"W	2569.28'
3	1838464.07	6822562.52		



GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(26) INSTALL 24" 45° ELBOW (MJ x MJ).
(27) INSTALL 24" 22.5° ELBOW (MJ x MJ).
(28) INSTALL 24" 11.25° ELBOW (MJ x MJ).
(43) INSTALL 6" AIR-RELEASE VALVE ASSEMBLY PER CITY OF REDLANDS STANDARD DRAWING NO. A-20515.

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TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440 FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

PLAN/PROFILE SHEET STA. 19+00.00 TO 26+00.00

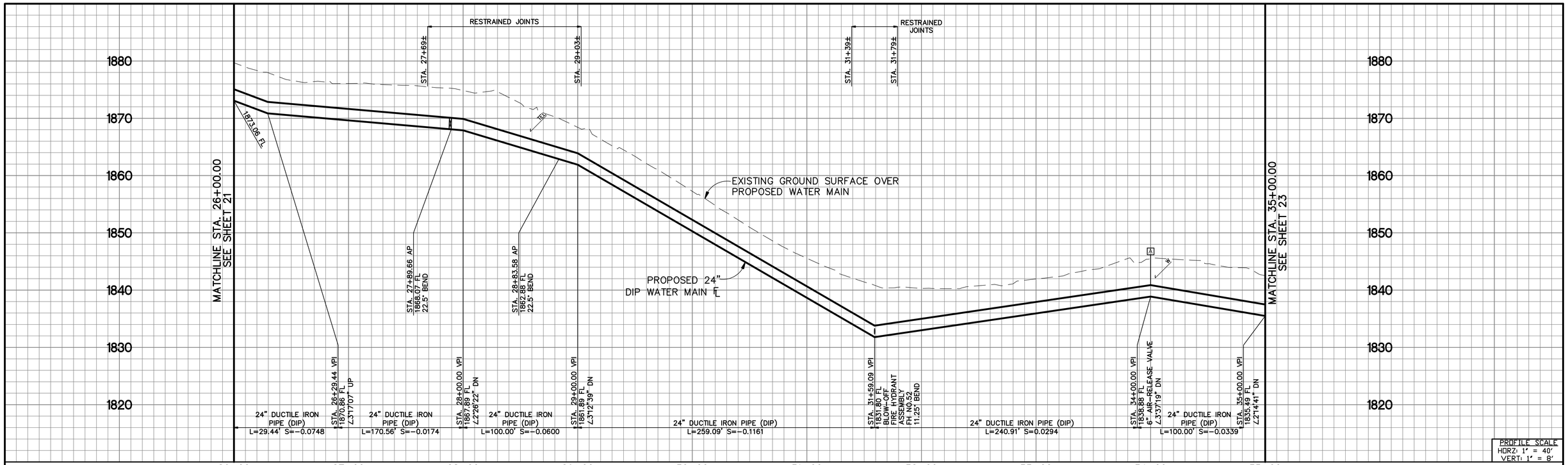
DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/07/24
Beatam K. Dibbey, City Engineer, R.C.E. 75646 Date

Sheet 21 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

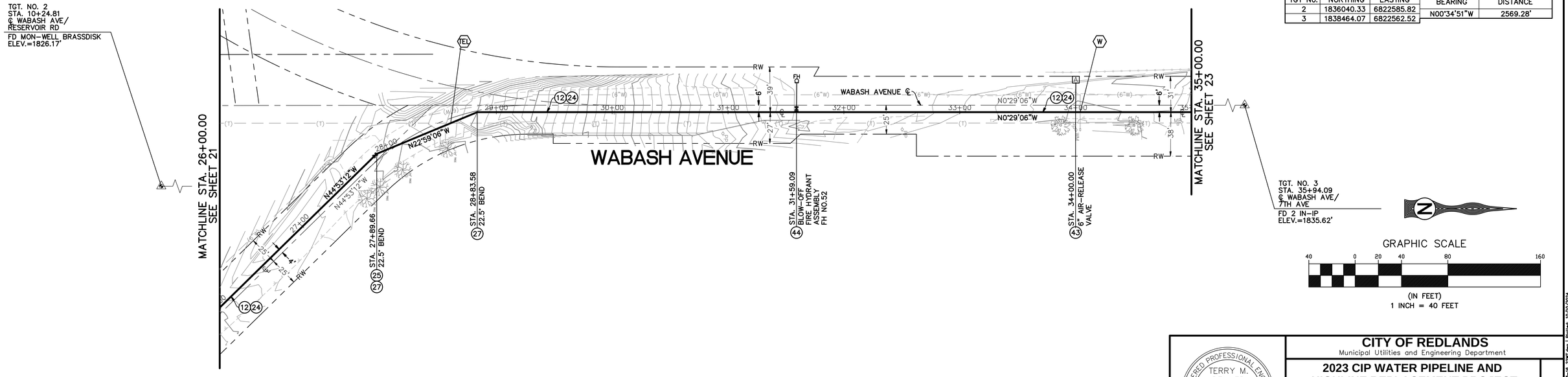
D-20561

S:\CAD\113-19 CIP Water Pipeline & Highline\Plan Set\24in Waterline\113-19_23WT.dwg | Plotted: 10/10/2024



PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
2	1836040.33	6822585.82	N00°34'51"W	2569.28'
3	1838464.07	6822562.52		



WATER CONSTRUCTION NOTES:

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(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(25) INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
(27) INSTALL 24" 22.5° ELBOW (MJ x MJ).
(43) INSTALL 6" AIR-RELEASE VALVE ASSEMBLY PER CITY OF REDLANDS STANDARD DRAWING NO. A-20515.
(44) INSTALL BLOW-OFF FIRE HYDRANT ASSEMBLY PER DETAIL 47 ON SHEET 39.

811 Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 26+00.00 TO 35+00.00

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

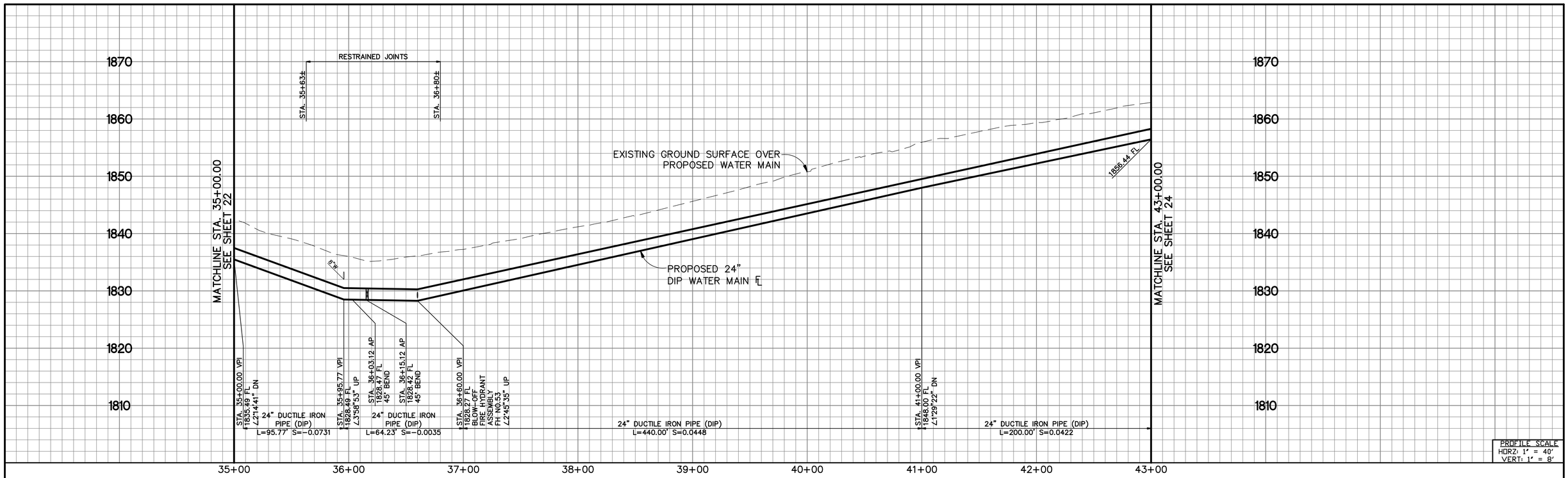
Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/07/24
Jeaann K. Abbey, City Engineer, R.C.E. 75646 Date

Sheet 22 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

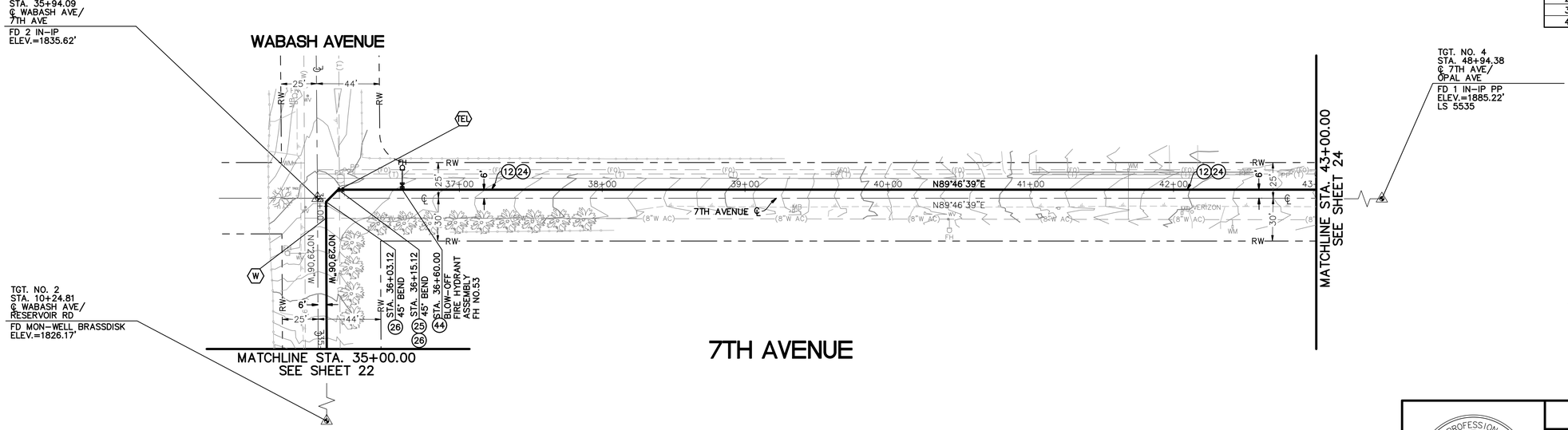
D-20561

S:\CAD\113-19 CIP Water Pipeline & Highline\Plan Set\24in Waterline\113-19_22WT.dwg | Plotted: 10/10/2024



PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
2	1836040.33	6822585.82	N00°34'51"W	2569.28'
3	1838464.07	6822562.52	N89°46'39"W	1300.29'
4	1841103.39	6826500.00		



WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(25) INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
(26) INSTALL 24" 45° ELBOW (MJ x MJ).
(44) INSTALL BLOW-OFF FIRE HYDRANT ASSEMBLY PER DETAIL 47 ON SHEET 39.

811 Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT. REF MWD FB 4055 35 058.

REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

PLAN/PROFILE SHEET STA. 35+00.00 TO 43+00.00

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 10/07/24 Date

Approved By:
Graham K. Obbey, City Engineer, R.C.E. 75646 — 10/07/24 Date

Sheet 23 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

D-20561

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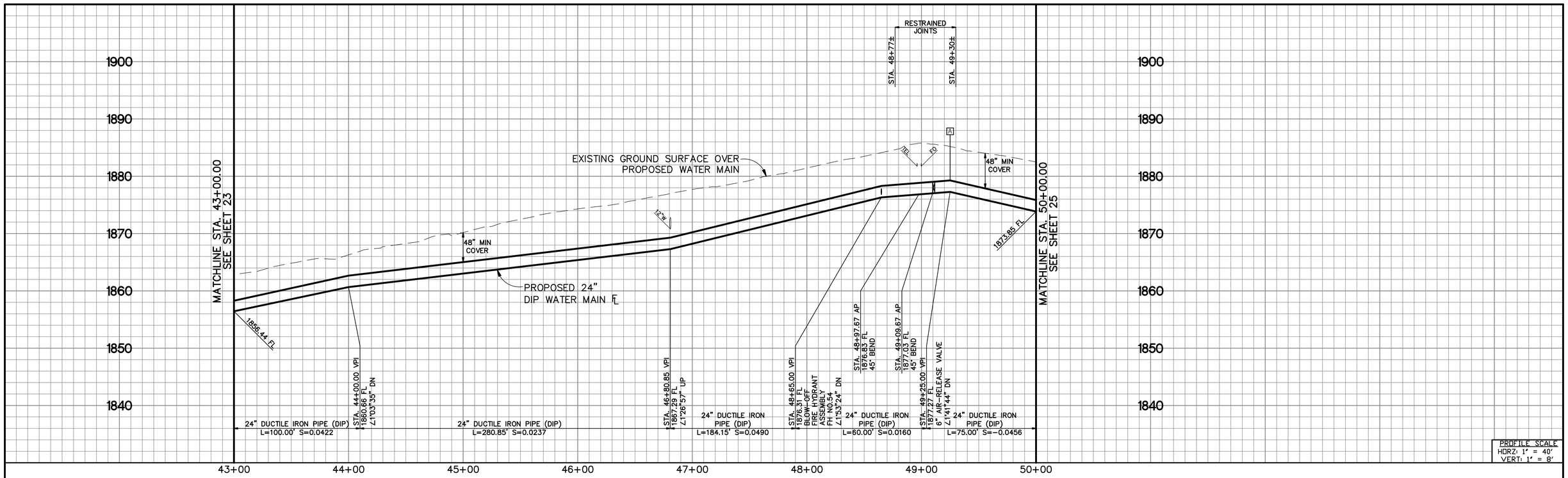
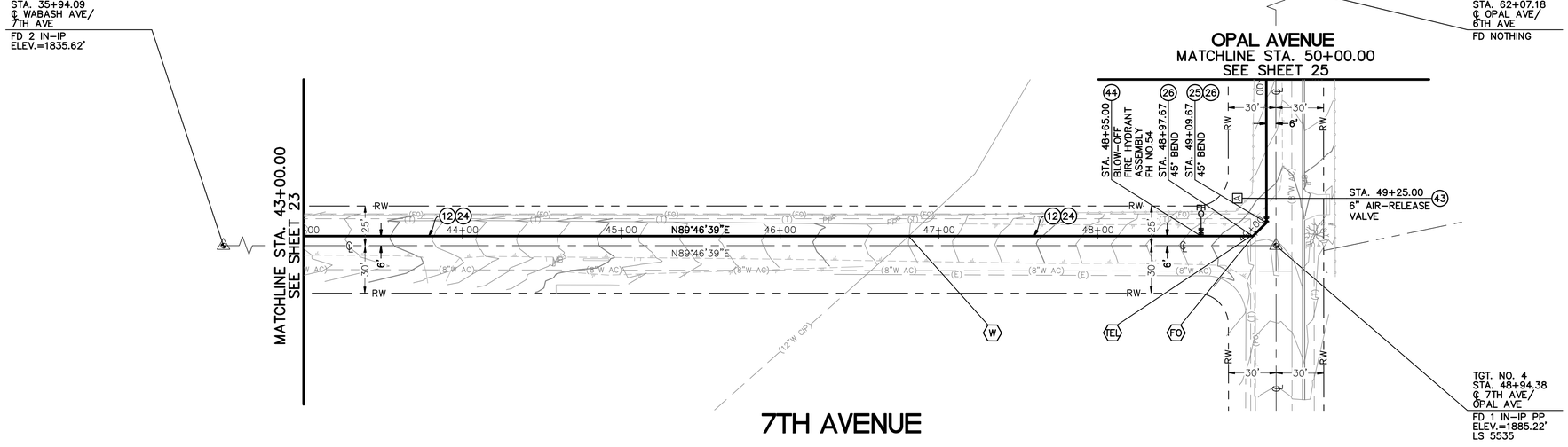
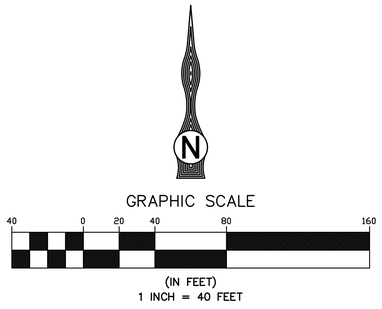


PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

SURVEY CONTROL TABLE:				
TGT. No.	NORTHING	EASTING	BEARING	DISTANCE
3	1838464.07	6822562.52		
4	1841103.39	6826500.00	N89°46'39"W	1300.29'
5	1841102.24	6827824.72	N00°16'27"W	1312.80'





WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(25) INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
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(43) INSTALL 6" AIR-RELEASE VALVE ASSEMBLY PER CITY OF REDLANDS STANDARD DRAWING NO. A-20515.
(44) INSTALL BLOW-OFF FIRE HYDRANT ASSEMBLY PER DETAIL 47 ON SHEET 39.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 43+00.00 TO 50+00.00

D-20561

Know what's **below.** **Call** before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF:

10/07/24
DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT. REF MWD FB 4055 35 058.

REV.	REVISION DESCRIPTION	BY	DATE

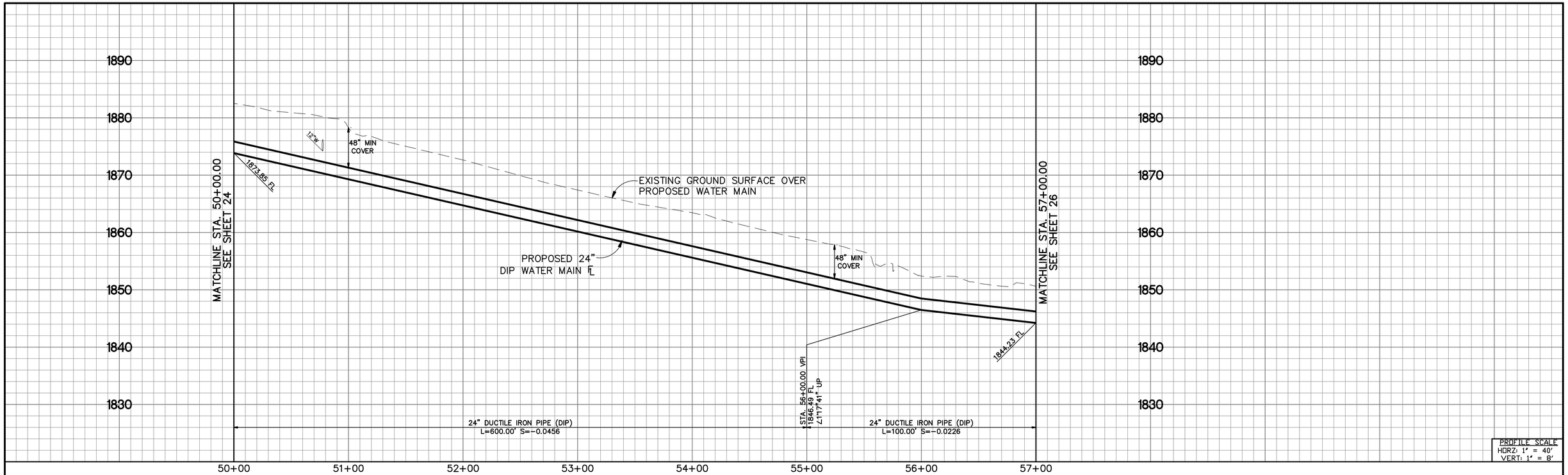
DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 10/07/24 Date

Approved By:
Graham K. Obbey, City Engineer, R.C.E. 75646 — 10/07/24 Date

Sheet 24 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

S:\CAD\13-16 CIP Water Pipeline & Highline\Plan Set\24in Waterline\13-16_24WP.dwg | Plotted: 10/10/2024

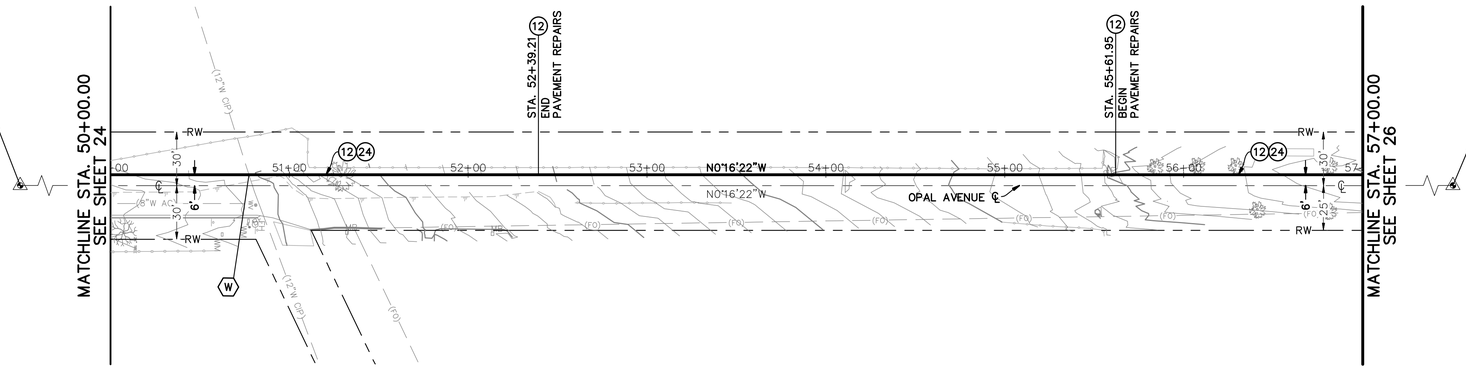


PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

TGT. NO. 4
STA. 48+94.38
℄ 7TH AVE/
OPAL AVE
FD 1 IN-IP PP
ELEV.=1885.22'
LS 5535

TGT. NO. 5
STA. 62+07.18
℄ OPAL AVE/
6TH AVE
FD NOTHING

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
4	1838469.16	6823874.03	N00°16'22"W	1312.80'
5	1839789.91	6823867.75		



OPAL AVENUE

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.

(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
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Exp. 9/30/26
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STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

PLAN/PROFILE SHEET STA. 50+00.00 TO 57+00.00

D-20561

811 Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY, SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT. REF MWD FB 4055 35 058.

REV.	REVISION DESCRIPTION	BY	DATE

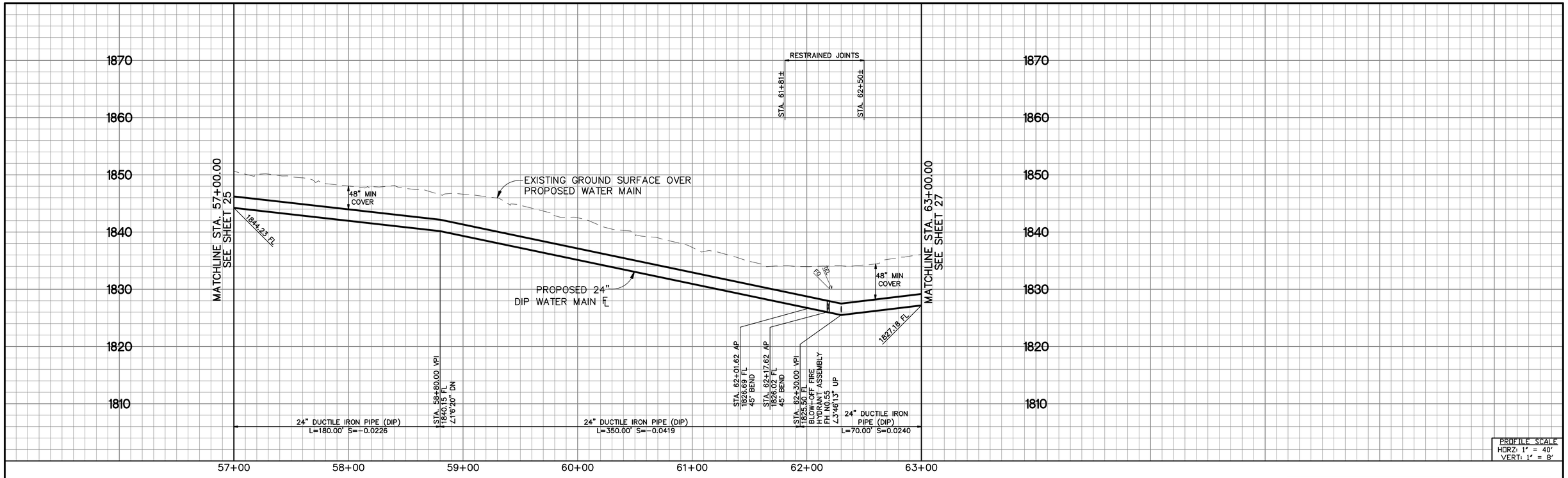
DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/07/24
Bogdan K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 25 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

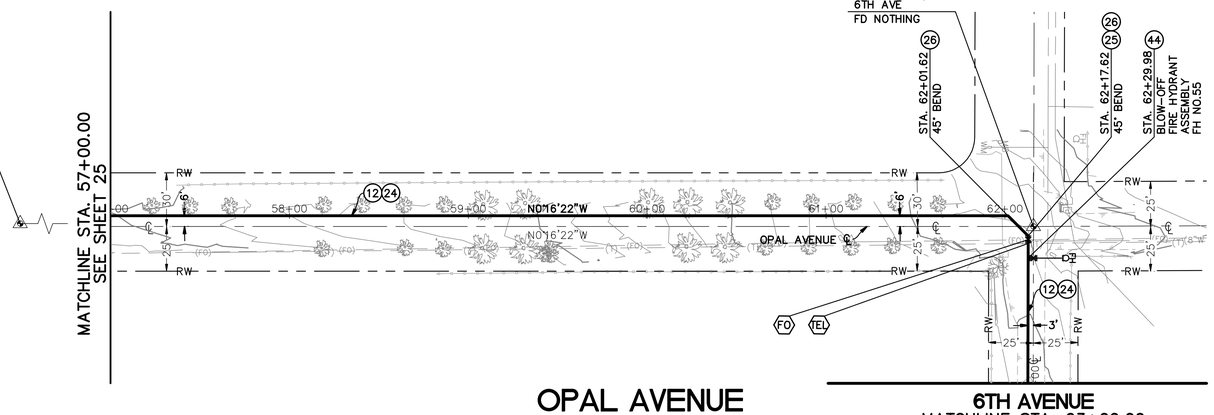
S:\CADD\113-16 CIP Water Pipeline & Highline\Plan Set\24th Waterline\113-16_25WT.dwg | Plotted: 10/10/2024



PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

TGT. NO. 4
STA. 48+94.38
℄ 7TH AVE/
OPAL AVE
FD 1 IN-IP PP
ELEV.=1885.22'
LS 5535

TGT. NO. 5
STA. 62+07.18
℄ OPAL AVE/
6TH AVE
FD NOTHING



OPAL AVENUE

6TH AVENUE
MATCHLINE STA. 63+00.00
SEE SHEET 27

TGT. NO. 6
STA. 75+22.45
℄ 6TH AVE/
WALNUT ST
FD NOTHING

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
4	1841103.39	6826500.00	N00°16'22"W	1312.80'
5	1841102.24	6827824.72	N89°52'16"E	1315.27'
6	1838469.16	6823874.02		

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(25) INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
(26) INSTALL 24" 45° ELBOW (MJ x MJ).
(44) INSTALL BLOW-OFF FIRE HYDRANT ASSEMBLY PER DETAIL 47 ON SHEET 39.

811 Know what's below. Call before you dig.

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2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL. 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT. REF MWD FB 4055 35 058.

REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 57+00.00 TO 63+00.00

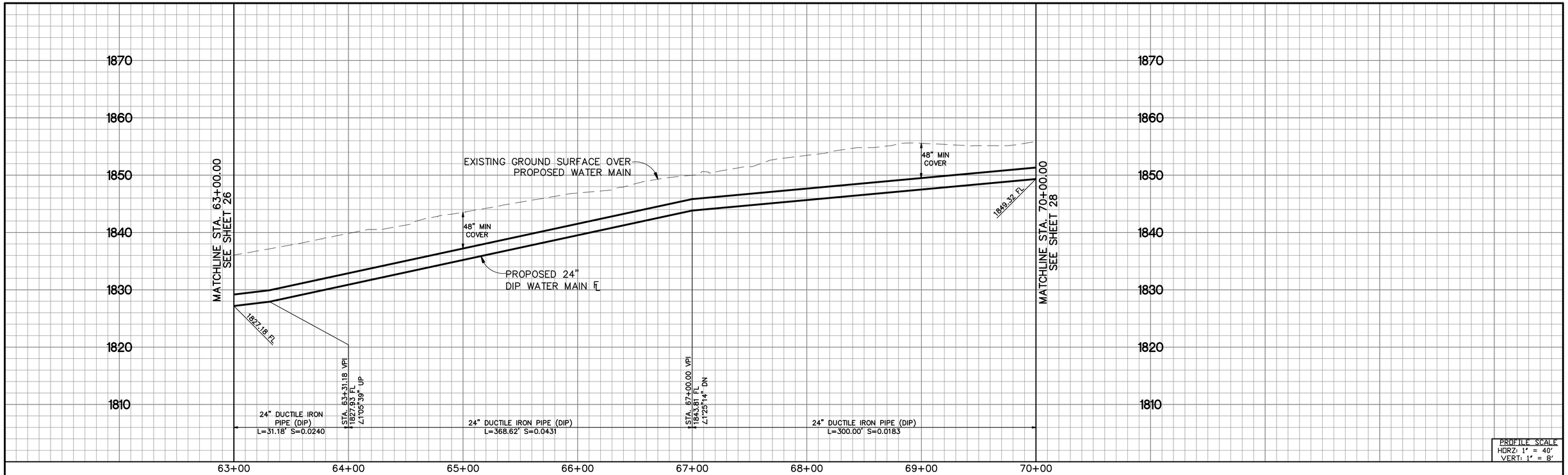
DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/07/24
Bogdan K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 26 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

D-20561

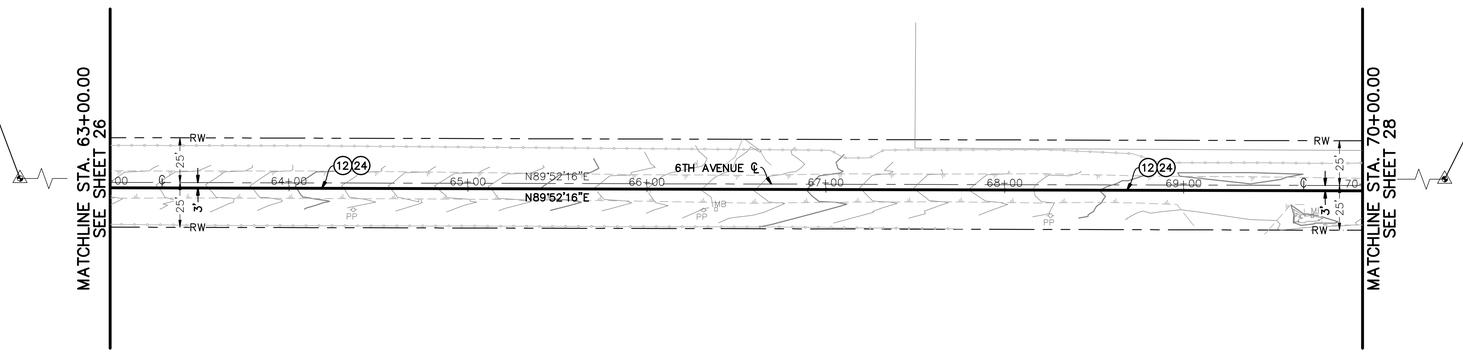
S:\CAD\113-18 CIP Water Pipeline & Highline\Plan Set\24in Waterline\113-18_23WT.dwg | Plotted: 10/10/2024



PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

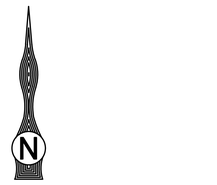
TGT. NO. 5
STA. 62+07.18
℄ OPAL AVE/
6TH AVE
FD NOTHING

TGT. NO. 6
STA. 75+22.45
℄ 6TH AVE/
WALNUT ST
FD NOTHING



6TH AVENUE

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
5	1841102.24	6827824.72	N89°52'16"E	1315.27'
6	1838469.16	6823874.02		



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FEET

WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.

(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 63+00.00 TO 70+00.00

D-20561

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TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY, SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT. REF MWD FB 4055 35 058.

REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/07/24
Bogdan K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 27 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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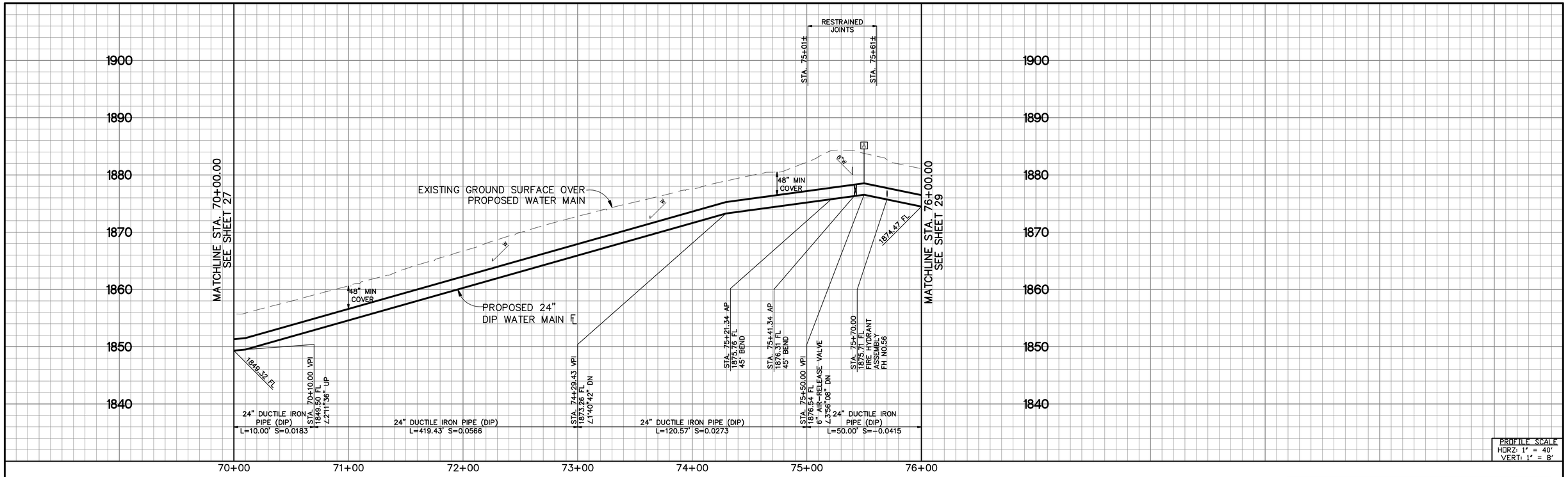
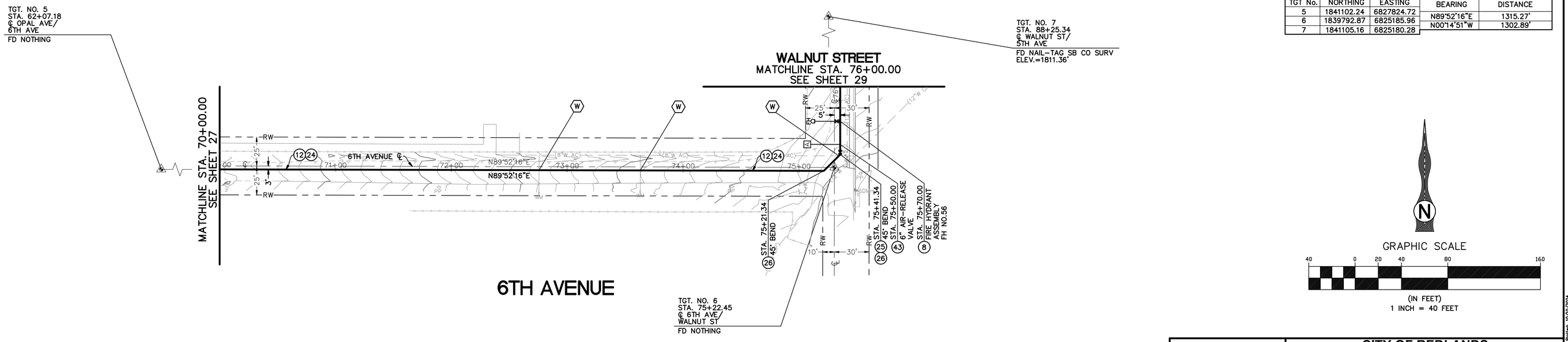


PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

SURVEY CONTROL TABLE:				
TGT. No.	NORTHING	EASTING	BEARING	DISTANCE
5	1841102.24	6827824.72		
6	1839792.87	6825185.96	N89°52'16"E	1315.27'
7	1841105.16	6825180.28	N00°14'51"W	1302.89'



GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

WATER CONSTRUCTION NOTES:

(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 51 ON SHEET 40.
(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(25) INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
(26) INSTALL 24" 45° ELBOW (MJ x MJ).
(43) INSTALL 6" AIR-RELEASE VALVE ASSEMBLY PER CITY OF REDLANDS STANDARD DRAWING NO. A-20515.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 70+00.00 TO 76+00.00

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF:
10/07/24
DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 10/07/24 Date
Approved By:
Graham K. Obbey, City Engineer, R.C.E. 75646 — 10/07/24 Date

Sheet 28 of 41 Sheets
Scale: Horiz. AS SHOWN
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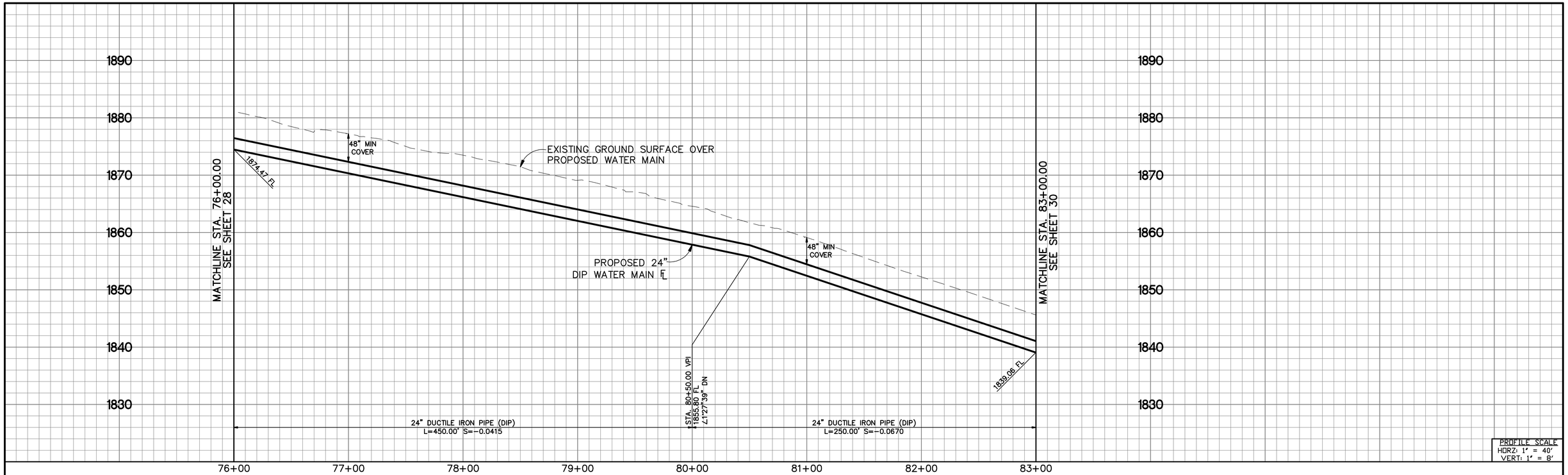
S:\CAD\115-16 CIP Water Pipeline & Highline\Plan Set\24th Waterline\115-16_28WT.dwg | Plotted: 10/10/2024

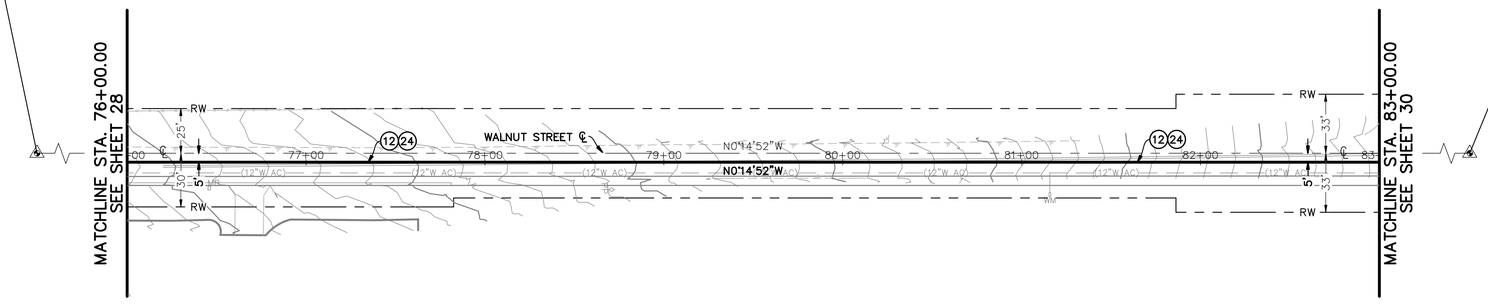


PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

TGT. NO. 6
STA. 75+22.45
℄ 6TH AVE/
WALNUT ST
FD NOTHING

TGT. NO. 7
STA. 88+25.34
℄ WALNUT ST/
5TH AVE
FD NAIL-TAG SB CO SURV
ELEV.=1811.36'

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
6	1839792.87	6825185.96	N00°14'52"W	1302.89'
7	1841105.16	6825180.28		



WALNUT STREET

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.

(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 76+00.00 TO 83+00.00

D-20561

811 Know what's below. Call before you dig.

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2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

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REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 10/07/24 Date

Approved By:
Bogdan K. Dobey, City Engineer, R.C.E. 75646 — 10/07/24 Date

Sheet 29 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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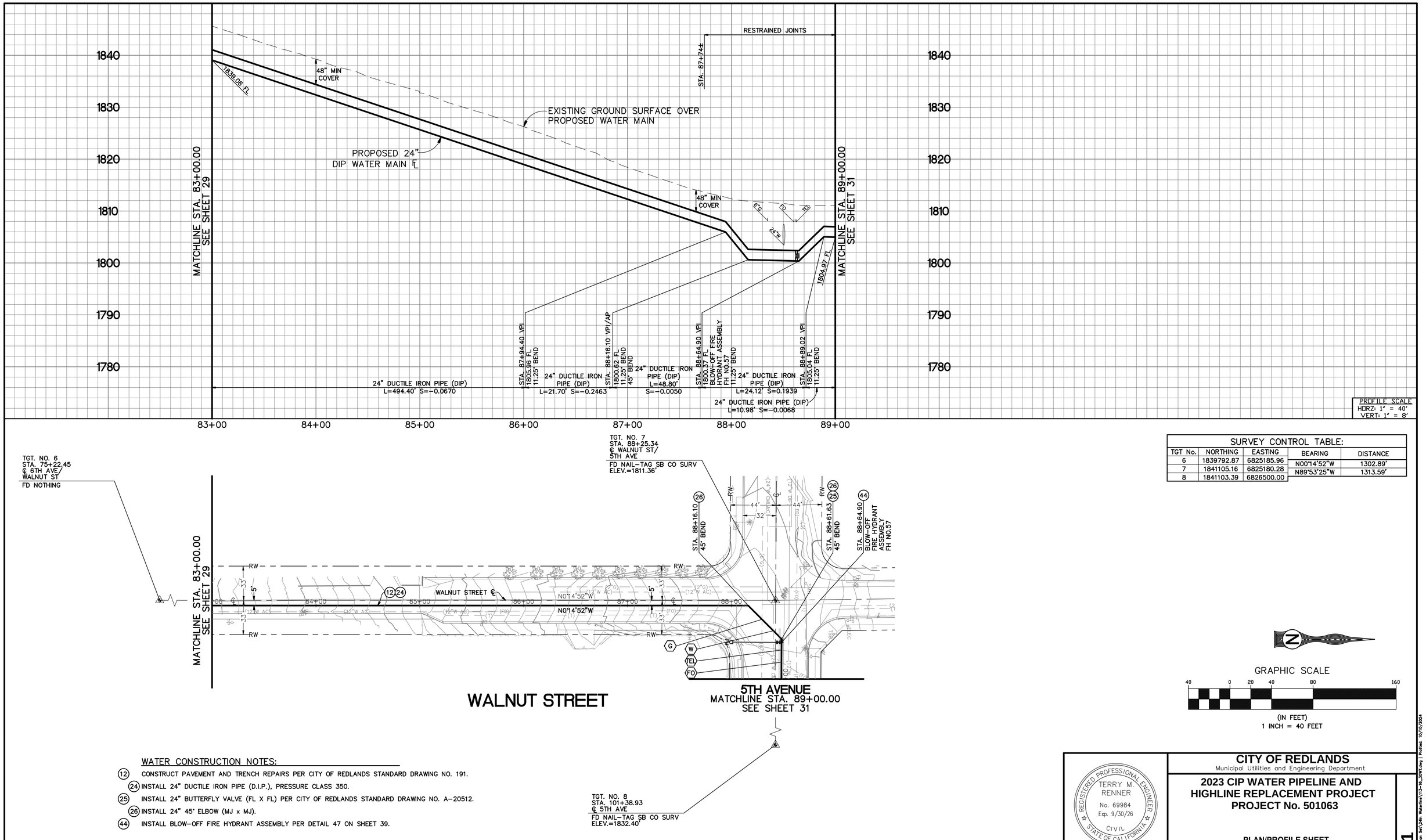

PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
6	1839792.87	6825185.96	N00°14'52"W	1302.89'
7	1841105.16	6825180.28	N89°53'25"W	1313.59'
8	1841103.39	6826500.00		

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(25) INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
(26) INSTALL 24" 45° ELBOW (MJ x MJ).
(44) INSTALL BLOW-OFF FIRE HYDRANT ASSEMBLY PER DETAIL 47 ON SHEET 39.

Know what's below. Call before you dig.

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2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

TERRY M. RENNER
No. 69984
Exp. 9/30/26
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 83+00.00 TO 89+00.00

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 10/07/24
Graham K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 30 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

D-20561

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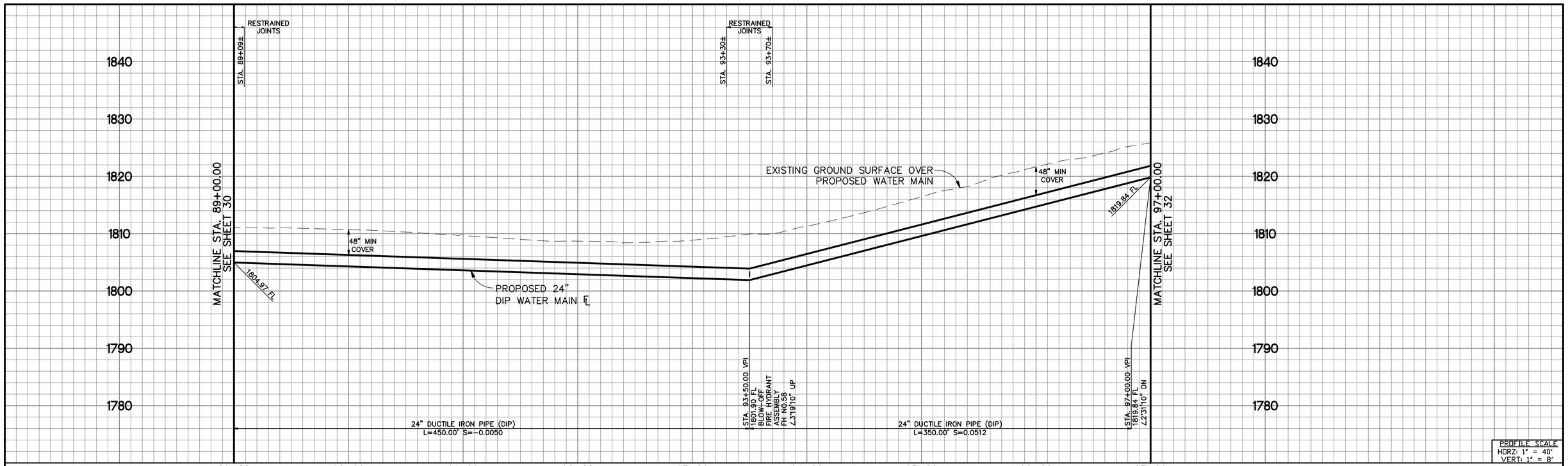
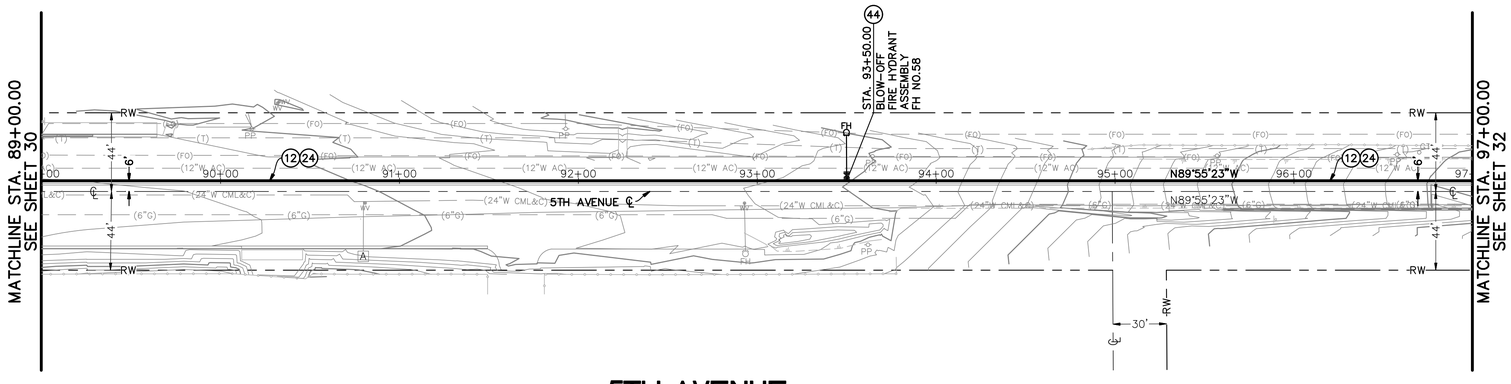


PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
7	1841105.16	6825180.28	N89°55'23"W	1313.59'
8	1841103.39	6826500.00		

TGT. NO. 7
STA. 88+25.34
℄ C WALNUT ST/
5TH AVE
FD NAIL–TAG SB CO SURV
ELEV.=1811.36'

TGT. NO. 8
STA. 101+38.93
C 5TH AVE
FD NAIL–TAG SB CO SURV
ELEV.=1832.40'



5TH AVENUE

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.

(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.

(44) INSTALL BLOW–OFF FIRE HYDRANT ASSEMBLY PER DETAIL 47 ON SHEET 39.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 89+00.00 TO 97+00.00

D-20561

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2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
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PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

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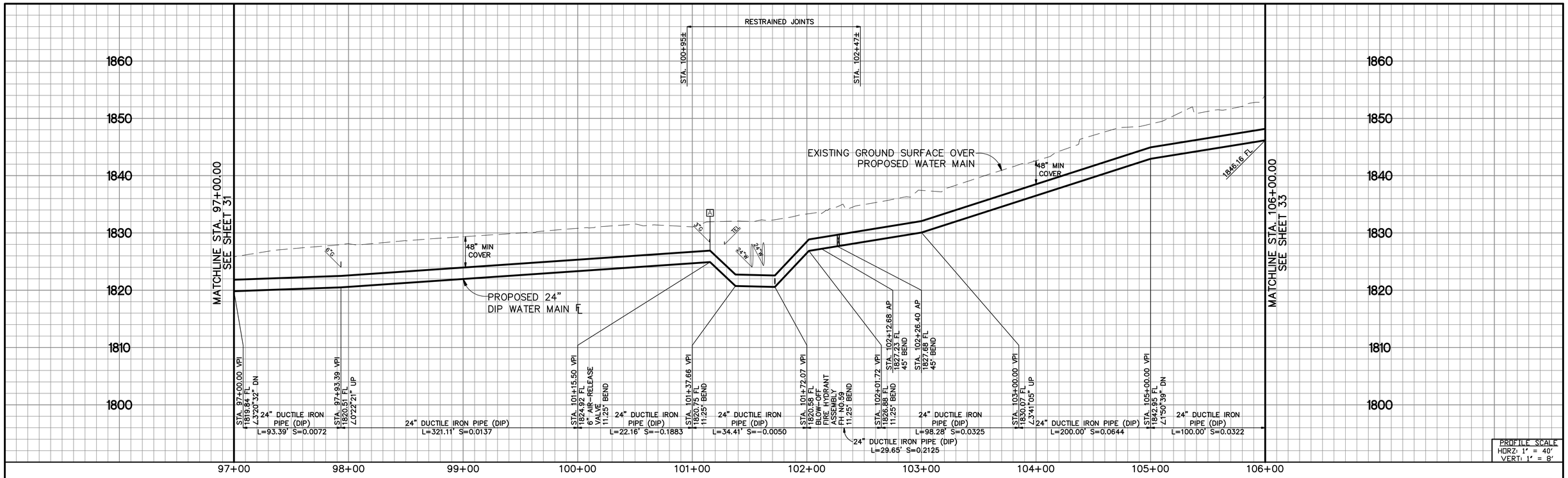
CHECKED BY: TMR

Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/07/24
Boaham K. Abbey, City Engineer, R.C.E. 75646 Date

Sheet 31 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

S:\CADD\113-19 CIP Water Pipeline & Highline\Plan Set\24in Waterline\113-19_D-20561.dwg | Plotted: 10/10/2024

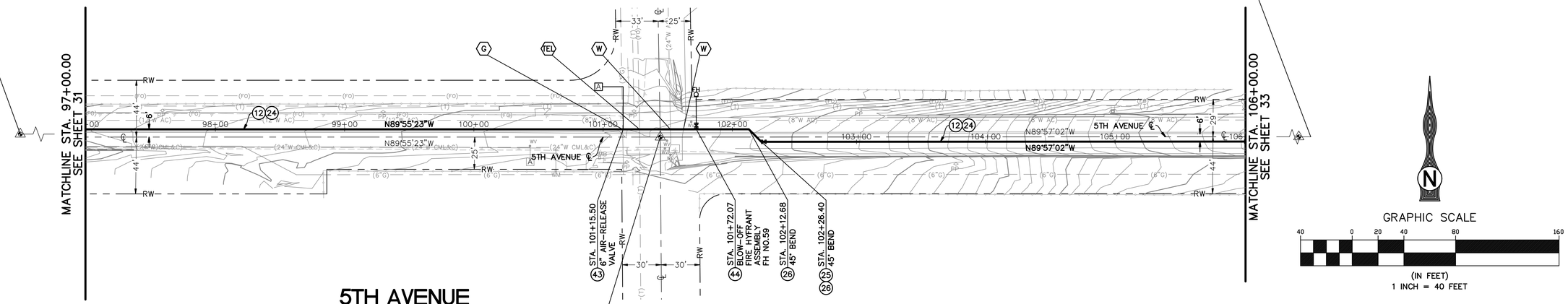


PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
7	1841105.16	6825180.28	N89°55'23"W	1313.59'
8	1841103.39	6826500.00	N89°57'02"W	1347.18'
9	1841102.24	6827824.72		

TGT. NO. 7
STA. 88+25.34
℄ C WALNUT ST/
5TH AVE
FD NAIL-TAG SB CO SURV
ELEV.=1811.36'

TGT. NO. 9
STA. 114+65.21
℄ 5TH AVE/
GRAFTON AVE
FD CROSS TIES ON SMH
ELEV.=1886.11'



TGT. NO. 8
STA. 101+38.93
℄ 5TH AVE/
KING ST
FD NAIL-TAG SB CO SURV
ELEV.=1832.40'

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FEET

WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.
(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.
(25) INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
(26) INSTALL 24" 45° ELBOW (MJ x MJ).
(43) INSTALL 6" AIR-RELEASE VALVE ASSEMBLY PER CITY OF REDLANDS STANDARD DRAWING NO. A-20515.
(44) INSTALL BLOW-OFF FIRE HYDRANT ASSEMBLY PER DETAIL 47 ON SHEET 39.

Know what's **below.** **Call** before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440 FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT. REF MWD FB 4055 35 058.

REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 97+00.00 TO 106+00.00

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

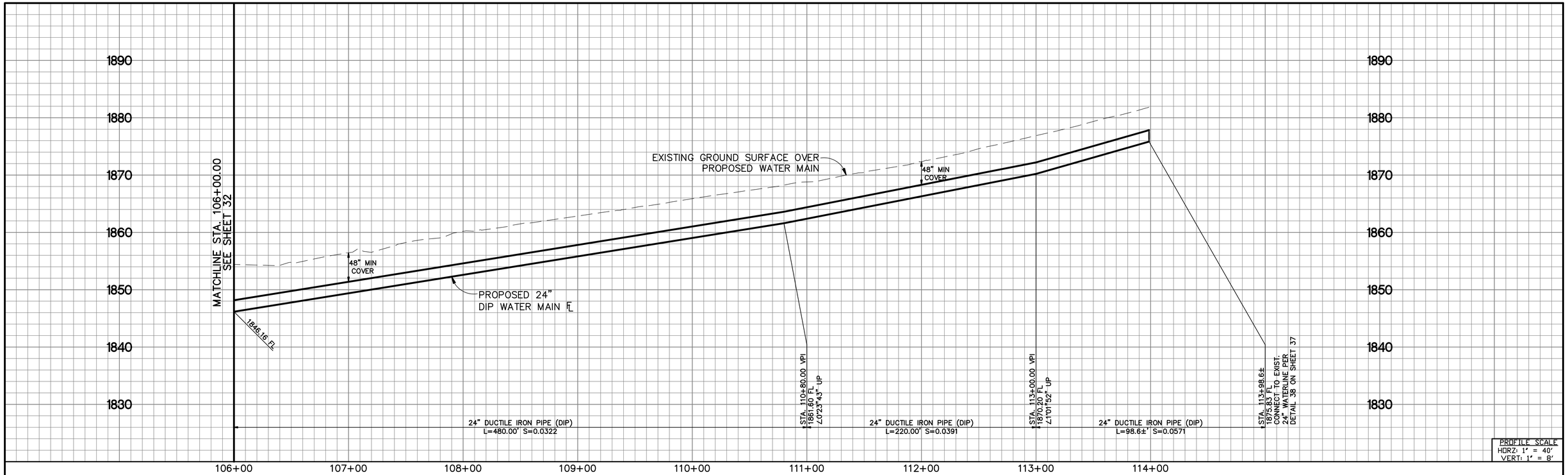
Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/07/24
Graham K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 32 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

D-20561

S:\CADD\113-16 CIP Water Pipeline & Highline\Plan Set\24th Waterline\113-16_22RT.dwg | Plotted: 10/10/2024

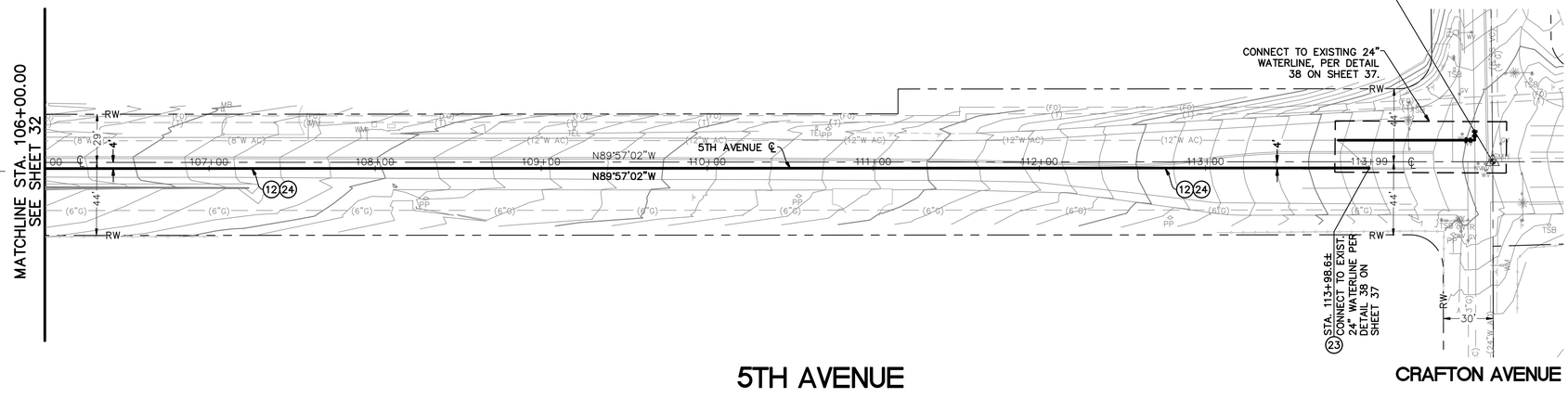


PROFILE SCALE
HORZ: 1" = 40'
VERT: 1" = 8'

SURVEY CONTROL TABLE:				
TGT No.	NORTHING	EASTING	BEARING	DISTANCE
8	1841103.39	6826500.00	N89°57'02"W	1326.28'
9	1841102.24	6827824.72		

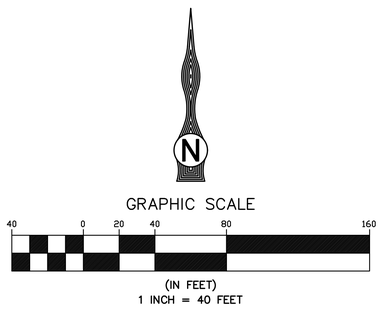
TGT. NO. 8
STA. 101+38.93
℄ 5TH AVE/
KING ST
FD NAIL–TAG SB CO SURV
ELEV.=1832.40'

TGT. NO. 9
STA. 114+65.21
℄ 5TH AVE/
CRAFTON AVE
FD CROSS TIES ON SMH
ELEV.=1886.11'



5TH AVENUE

CRAFTON AVENUE



WATER CONSTRUCTION NOTES:

(12) CONSTRUCT PAVEMENT AND TRENCH REPAIRS PER CITY OF REDLANDS STANDARD DRAWING NO. 191.

(23) INSTALL RESTRAINED JOINT COUPLING CONNECTION.

(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.), PRESSURE CLASS 350.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

PLAN/PROFILE SHEET
STA. 106+00.00 TO 113+98.6±

D-20561

811 Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/07/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL, 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY, SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT. REF MWD FB 4055 35 058.

REV.	REVISION DESCRIPTION	BY	DATE

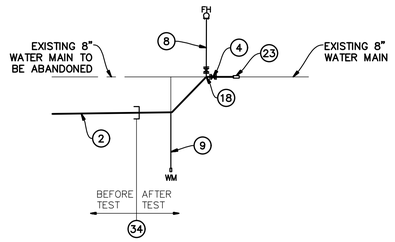
DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/07/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/07/24
Bradam K. Dobey, City Engineer, R.C.E. 75646 Date

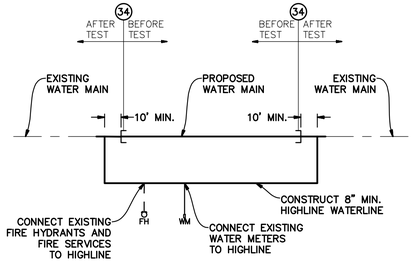
Sheet 33 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

S:\CADD\113-16 CIP Water Pipeline & Highline\Plan Set\24in Waterline\113-16_33RT.dwg | Plotted: 10/10/2024



CONNECTION DETAIL 1/5

SCALE: N.T.S.



CONNECTION DETAIL 2/5

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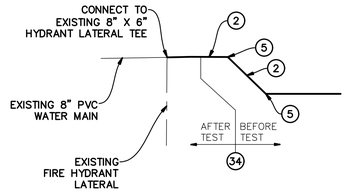

CONNECTION DETAIL 3/3

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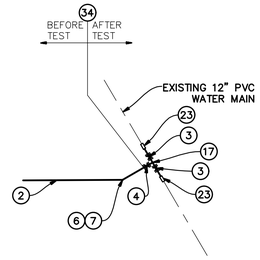

CONNECTION DETAIL 4/3

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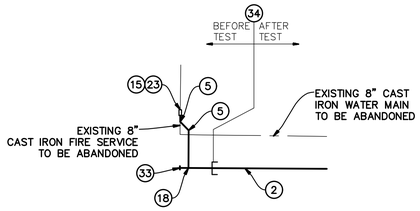

CONNECTION DETAIL 5/4

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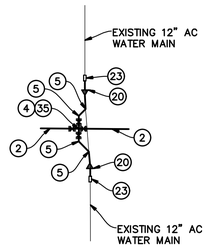

CONNECTION DETAIL 6/4

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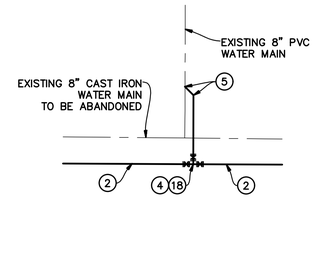

CONNECTION DETAIL 7/4

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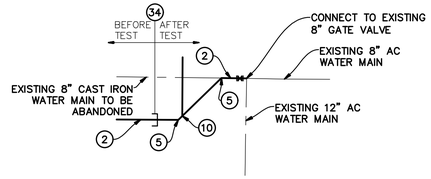

CONNECTION DETAIL 8/4

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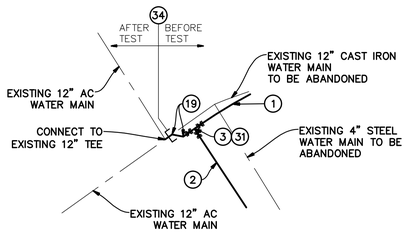

CONNECTION DETAIL 9/4

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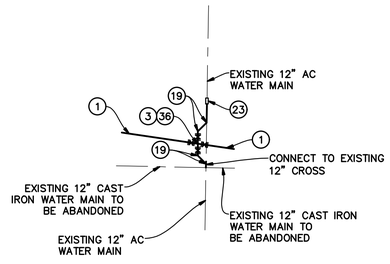

CONNECTION DETAIL 10/4

SCALE: N.T.S.

WATER CONSTRUCTION NOTES:

(1) INSTALL 12" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
(3) INSTALL 12" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A–20512.
(4) INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A–20514.
(5) INSTALL 8" 45° ELBOW.
(6) INSTALL 8" 22.5° ELBOW.
(7) INSTALL 8" 11.25° ELBOW.
(8) CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
(9) CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A–20511.
(10) CONSTRUCT NEW 2" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A–20513.
(15) CONNECT TO EXISTING 6" FIRE SERVICE LINE PER CITY OF REDLANDS STANDARD DRAWING A–20517.
(17) INSTALL 12" X 12" X 12" DUCTILE IRON TEE (FL).
(18) INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
(19) INSTALL 12" 45° ELBOW.
(20) INSTALL 12" X 8" REDUCER (FL).

WATER CONSTRUCTION NOTES:

(23) INSTALL RESTRAINED JOINT COUPLING CONNECTION.
(31) INSTALL 12" X 8" DUCTILE IRON TEE (FL).
(33) INSTALL 8" BLIND FLANGE.
(34) INSTALL TEMPORARY BLIND FLANGE AND RISER PIPING FOR FLUSHING AND DISINFECTION.
(35) INSTALL 8" DUCTILE IRON CROSS (FL).
(36) INSTALL 12" X 8" DUCTILE IRON CROSS (FL).

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

CONNECTION DETAILS

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING
TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF:
10/10/24
DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

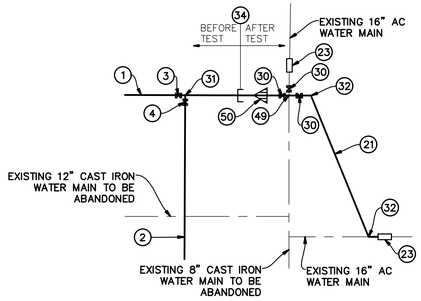
DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Dustin K. Dibbey, City Engineer, R.C.E. 75646 Date

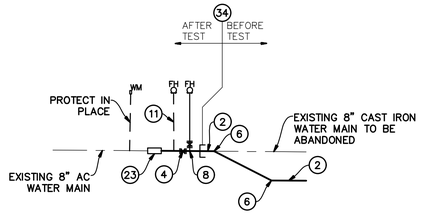
Sheet 34 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

S:\CAD\13-16 CIP Water Pipeline & Highline\Plan Set\13-16_X0DE.dwg | Plotted: 10/10/2024



CONNECTION DETAIL 11/5

SCALE: N.T.S.



CONNECTION DETAIL 12/5

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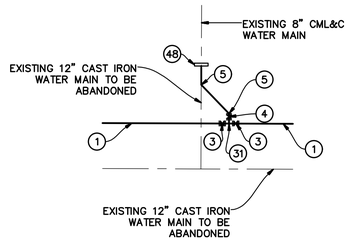

CONNECTION DETAIL 13/6

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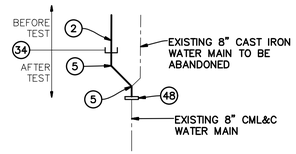

CONNECTION DETAIL 14/6

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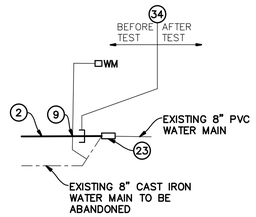

CONNECTION DETAIL 15/6

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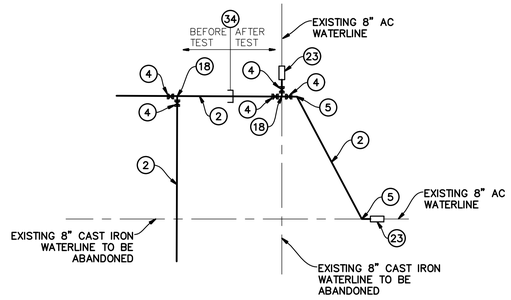

CONNECTION DETAIL 16/7

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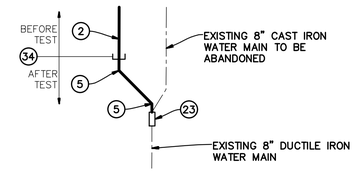

CONNECTION DETAIL 17/7

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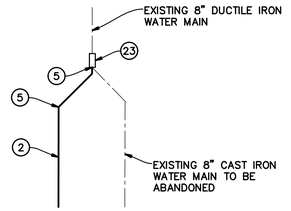

CONNECTION DETAIL 18/7

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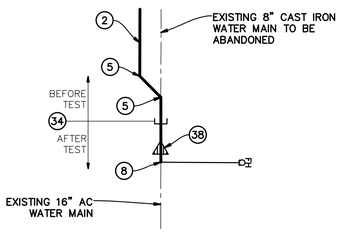
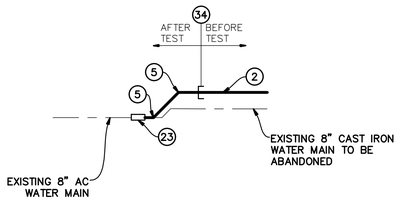


CONNECTION DETAIL 19/7

SCALE: N.T.S.



CONNECTION DETAIL 20/9

SCALE: N.T.S.

WATER CONSTRUCTION NOTES:

1. INSTALL 12" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
2. INSTALL 8" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
3. INSTALL 12" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
4. INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.
5. INSTALL 8" 45° ELBOW.
6. INSTALL 8" 22.5° ELBOW.
8. CONSTRUCT STANDARD FIRE HYDRANT ASSEMBLY PER DETAIL 53 ON SHEET 40.
9. CONSTRUCT NEW 1" SERVICE CONNECTION PER CITY OF REDLANDS STANDARD DRAWING NO. A-20513.
18. INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
21. INSTALL 16" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.

WATER CONSTRUCTION NOTES:

23. INSTALL RESTRAINED JOINT COUPLING CONNECTION.
30. INSTALL 16" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
31. INSTALL 12" X 8" DUCTILE IRON TEE (FL).
32. INSTALL 16" 45° ELBOW.
34. INSTALL TEMPORARY BLIND FLANGE AND RISER PIPING FOR FLUSHING AND DISINFECTION.
38. INSTALL 16" X 8" REDUCER (FL).
48. CONSTRUCT WELD-ON FLANGE AND INSTALL FL X PE SPOOL.
49. INSTALL 16" X 16" X 16" DUCTILE IRON TEE (FL).
50. INSTALL 16" X 12" REDUCER (FL).

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

CONNECTION DETAILS

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF:

10/10/24
DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL. 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

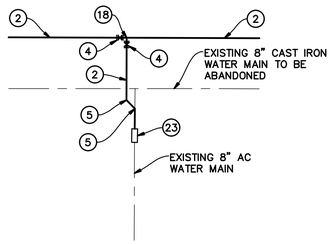
REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 10/10/24 Date
Approved By: Graham K. Dibbey, City Engineer, R.C.E. 75646 — 10/10/24 Date

Sheet 35 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

S:\CAD\13-16 CIP Water Pipeline & Highline\Plan Set\13-16_X20E.dwg | Plotted: 10/10/2024



CONNECTION DETAIL 21/9

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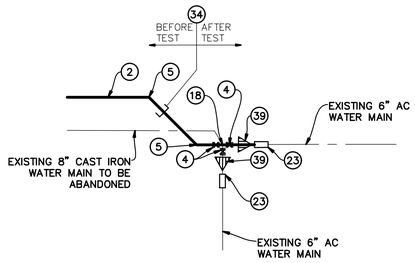

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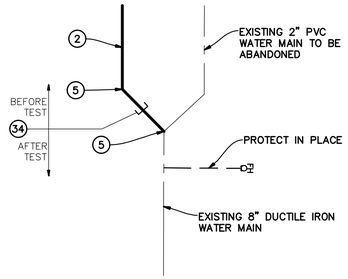

CONNECTION DETAIL 23/10

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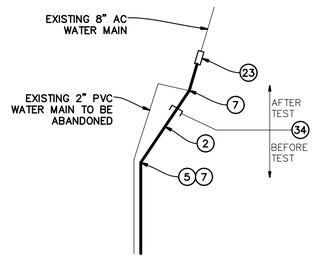

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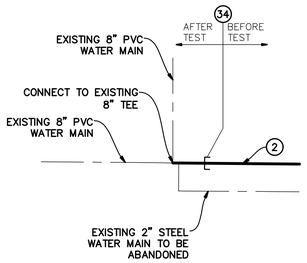

CONNECTION DETAIL 25/12

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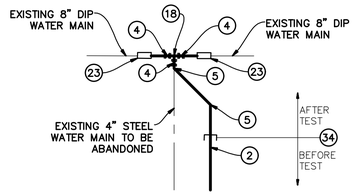

CONNECTION DETAIL 26/13

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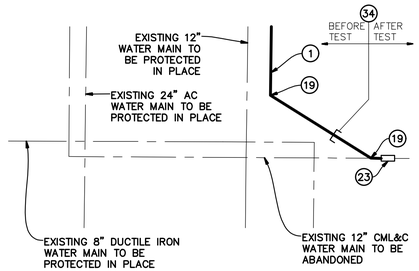

CONNECTION DETAIL 27/13

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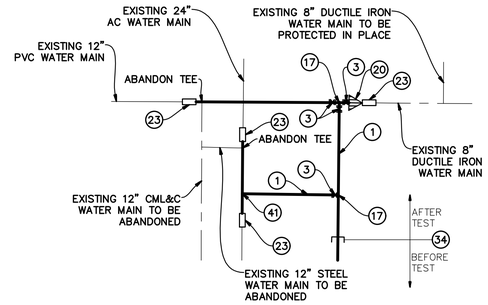

CONNECTION DETAIL 28/13

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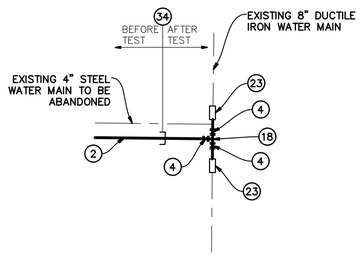
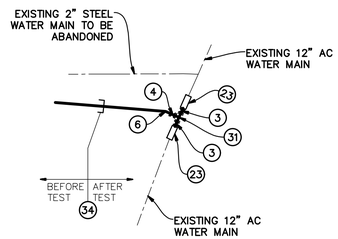


CONNECTION DETAIL 29/14

SCALE: N.T.S.



CONNECTION DETAIL 30/14

SCALE: N.T.S.

WATER CONSTRUCTION NOTES:

1. INSTALL 12" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
2. INSTALL 8" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
3. INSTALL 12" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20512.
4. INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A-20514.
5. INSTALL 8" 45° ELBOW.
6. INSTALL 8" 22.5° ELBOW.
7. INSTALL 8" 11.25° ELBOW.

WATER CONSTRUCTION NOTES:

17. INSTALL 12" X 12" X 12" DUCTILE IRON TEE (FL).
18. INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
19. INSTALL 12" 45° ELBOW.
20. INSTALL 12" X 8" REDUCER (FL).
23. INSTALL RESTRAINED JOINT COUPLING CONNECTION.
31. INSTALL 12" X 8" DUCTILE IRON TEE (FL).
34. INSTALL TEMPORARY BLIND FLANGE AND RISER PIPING FOR FLUSHING AND DISINFECTION.
39. INSTALL 8" X 6" REDUCER (FL).
41. INSTALL 24" X 12" DUCTILE IRON TEE (FL).

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

CONNECTION DETAILS

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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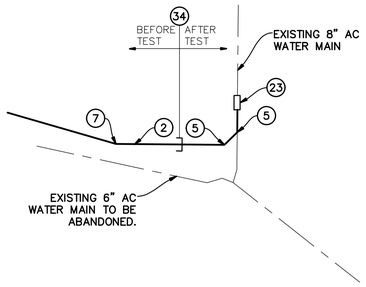
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Graham K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 36 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

S:\CAD\115-16 CIP Water Pipeline & Highline\Plan Set\115-16_XDDE.dwg | Plotted: 10/10/2024



CONNECTION DETAIL 31 / 15
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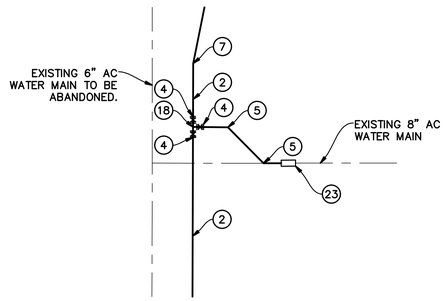

CONNECTION DETAIL 32 / 16
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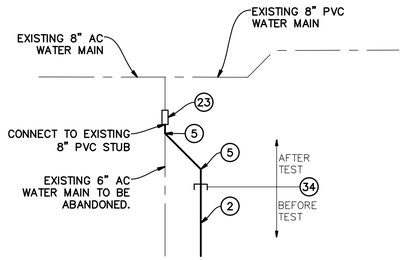

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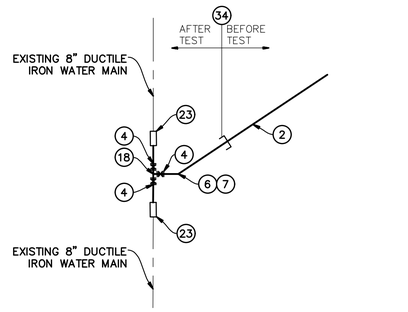

CONNECTION DETAIL 34 / 17
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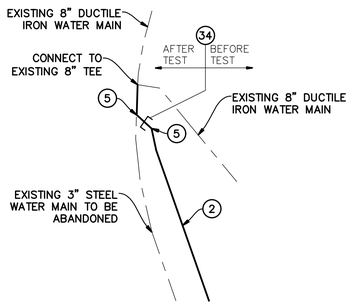

CONNECTION DETAIL 35 / 18
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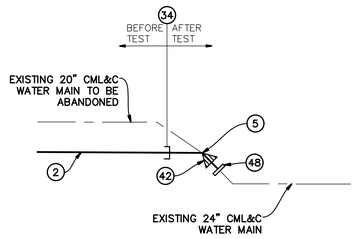

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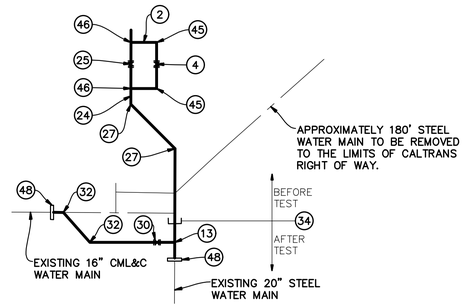

CONNECTION DETAIL 37 / 20
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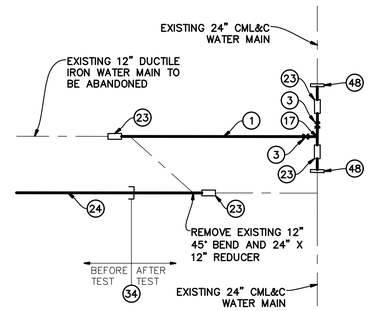

CONNECTION DETAIL 38 / 33
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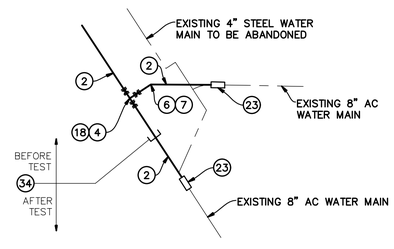
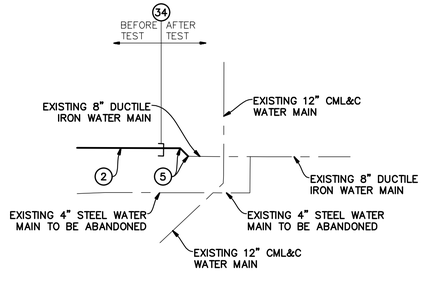


CONNECTION DETAIL 39 / 3
SCALE: N.T.S.



CONNECTION DETAIL 40 / 13
SCALE: N.T.S.

WATER CONSTRUCTION NOTES:

(1) INSTALL 12" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
(2) INSTALL 8" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.
(3) INSTALL 12" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A–20512.
(4) INSTALL 8" GATE VALVE (FL x FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A–20514.
(5) INSTALL 8" 45° ELBOW.
(6) INSTALL 8" 22.5° ELBOW.
(7) INSTALL 8" 11.25° ELBOW.
(13) INSTALL 24" X 16" DUCTILE IRON TEE (FL).
(17) INSTALL 12" X 12" X 12" DUCTILE IRON TEE (FL).
(18) INSTALL 8" X 8" X 8" DUCTILE IRON TEE (FL).
(23) INSTALL RESTRAINED JOINT COUPLING CONNECTION.
(24) INSTALL 24" DUCTILE IRON PIPE (D.I.P.) CML, PRESSURE CLASS 350.

WATER CONSTRUCTION NOTES:

(25) INSTALL 24" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A–20512.
(27) INSTALL 24" 22.5° ELBOW (MJ x MJ).
(30) INSTALL 16" BUTTERFLY VALVE (FL X FL) PER CITY OF REDLANDS STANDARD DRAWING NO. A–20512.
(32) INSTALL 16" 45° ELBOW.
(34) INSTALL TEMPORARY BLIND FLANGE AND RISER PIPING FOR FLUSHING AND DISINFECTION.
(42) INSTALL 24" X 8" REDUCER (FL).
(45) INSTALL 8" 90° ELBOW.
(46) INSTALL 24" X 8" DUCTILE IRON TEE (FL).
(48) CONSTRUCT WELD–ON FLANGE AND INSTALL FL X PE SPOOL.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

CONNECTION DETAILS

D-20561

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RIVERSIDE, CA 92507
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Approved By: 10/10/24
Gautam K. Dubey, City Engineer, R.C.E. 75646 Date

Sheet 37 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

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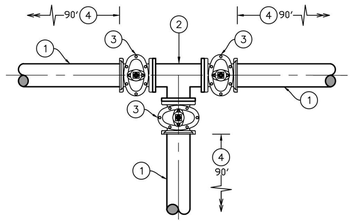
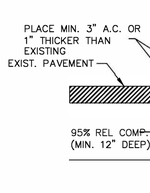


NOTES

1. INSTALL DIP (CLASS 350) PER PLAN.
2. INSTALL FLANGED TEE – SIZE PER PLAN.
3. INSTALL GATE/BUTTERFLY VALVE PER PLAN.
4. RESTRAIN ALL JOINTS (OR LENGTH AS NOTED).

TYPICAL TEE DETAIL 41

SCALE: N.T.S.

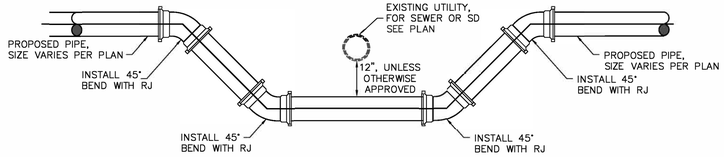


ABANDON EXISTING VALVE DETAIL 42

SCALE: N.T.S.

NOTES:

1. DROP SECTION MAY BE ACHIEVED BY VERTICAL DEFLECTION OF JOINTS PER MANUFACTURER RECOMMENDATIONS.
2. CONTRACTOR SHALL IDENTIFY CONFLICTING UTILITIES AN ADEQUATE DISTANCE AHEAD OF TRENCHING ACTIVITY TO ENABLE THE INSTALLATION OF AN ADEQUATE DISTANCE OF RESTRAINED JOINTS.
3. ALL JOINTS SHALL BE RESTRAINED

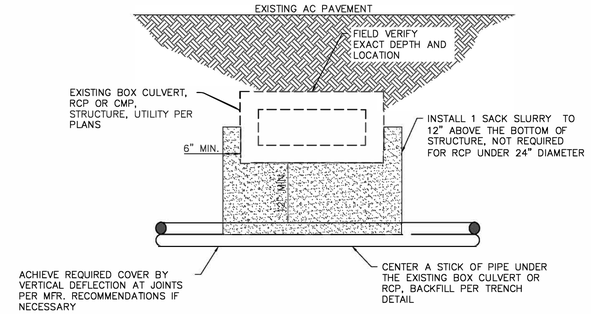


TYPICAL DROP SECTION DETAIL 43

SCALE: N.T.S.

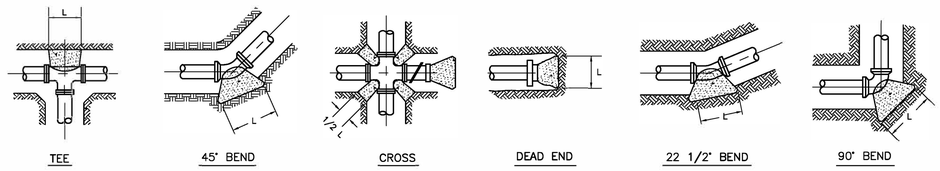
NOTES:

1. THIS DETAIL APPLIES TO STORM DRAIN CROSSINGS DENOTED ON THE PLANS.
2. IF ADDITIONAL CROSSINGS ARE ENCOUNTERED DURING CONSTRUCTION CONTRACTOR SHALL OBTAIN APPROVAL TO CROSS ADDITIONAL FACILITIES IN THIS MANNER PRIOR TO INSTALLATION.



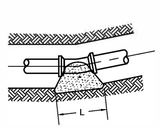
BOX CULVERT CROSSING DETAIL 44

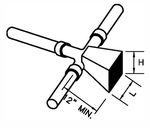
SCALE: N.T.S.



GENERAL NOTES

1. CONCRETE SHALL BE 560-C-3250 PER GREENBOOK, LATEST EDITION.
2. THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL, BACKFILL COMPACTED TO 95% RELATIVE COMPACTION, OR CLASS 100-E-100 SLURRY PER GREENBOOK, LATEST EDITION.
3. BEARING AREAS L X H ARE COMPUTED FOR TEST PRESSURES OF 225 PSI IN MAINS LAID IN A COHESIONLESS SOIL (C=0) WITH INTERNAL ANGLE OF FRICTION OF 37°, A UNIT WEIGHT OF 110 PCF, AND AT LEAST 32" OF COVER.
4. BEARING AREAS L X H SHALL BE APPROVED BY THE CITY WHERE MAINS: (A) BEAR AGAINST WEAKER SOIL THAN DESCRIBED ABOVE, (B) HAVE LESS THAN 32" OF COVER, OR (C) ARE NOT REPRESENTED BY A FITTING OR SIZE SHOWN HEREON.
5. L IS APPROXIMATELY EQUAL TO H FOR SMALLER THRUST BLOCKS. L IS GREATER THAN H FOR LARGER THRUST BLOCKS. H SHALL NOT EXCEED TRENCH HEIGHT.





THRUST BLOCK SIZES

Bearing Area (sq-ft) and Thrust Block Dimensions (in)

PIPE SIZE (inches)	DEAD END			TEE OR CROSS			90° BEND			45° BEND			22.5° BEND			11.25° BEND		
	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)	Area (sq-ft)	L (in)	H (in)
4	2.0	17	17	2.0	17	17	2.9	21	21	1.9	17	17	1.0	12	12	0.4	8	8
6	4.3	25	25	4.3	25	25	6.0	30	30	4.3	25	25	2.2	18	18	1.0	12	12
8	7.4	36	30	7.4	36	30	10.5	42	36	7.6	37	30	3.9	24	24	1.9	17	17
10	12.1	42	42	12.1	42	42	17.1	59	42	10.3	42	36	5.5	30	27	3.1	22	22
12	17.2	52	48	17.2	52	48	24.3	73	48	17.2	52	48	8.7	42	30	4.3	26	24
16	26.7	72	54	26.7	72	54	37.8	101	54	30.6	82	54	15.6	54	42	7.8	38	30

TYPICAL THRUST BLOCK DETAIL 45

SCALE: N.T.S.

BASIC SEPARATION STANDARDS

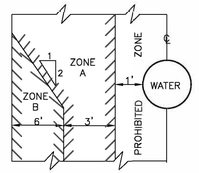
1. PARALLEL CONSTRUCTION: THE HORIZONTAL DISTANCE BETWEEN DOMESTIC WATER AND RECLAIMED WATER LINES AND SEWER LINES SHALL BE AT LEAST 10 FEET, OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. PERPENDICULAR CONSTRUCTION (CROSSING): WATER LINES SHALL BE AT LEAST ONE FOOT ABOVE SEWER AND RECLAIMED WATER LINES WHERE THESE LINES MUST CROSS.
3. SPECIAL PROVISIONS: WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ALTERNATIVE CONSTRUCTION CRITERIA ARE SHOWN BELOW:

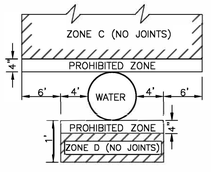
GENERAL NOTES:

1. NO PIPE JOINTS SHALL BE PERMITTED WITHIN ZONE D AND ZONE C. IF THAT CANNOT BE ACCOMPLISHED, THE NEW LINE SHALL BE ENCASED FOR THE FULL LENGTH OF THE RESPECTIVE ZONE.
2. NEW SEWER FORCE MAINS SHALL NOT BE PERMITTED IN ZONES A THROUGH D.
3. THE MATERIALS OF NEW LINES AT CROSSINGS SHALL BE CONSISTENT WITH OTHER NEW MATERIALS I.E., STEEL ON A STEEL LINE.
4. THESE CONSTRUCTION CRITERIA APPLY TO HOUSE SEWER LATERALS THAT CROSS ABOVE A WATER MAIN, BUT NOT TO THOSE THAT CROSS BELOW A WATER LINE.
5. WHEN INSTALLING NEW DOMESTIC WATER D.I.P. BELOW AN EXISTING HOUSE SEWER LATERAL, THE REQUIRED ZONE C LENGTH CAN BE THAT OF A TYPICAL 18-FOOT STICK.

SITUATION:

LOCATION OF NEW SEWER & RECLAIMED WATER LINES TO EXISTING DOMESTIC WATER LINE.



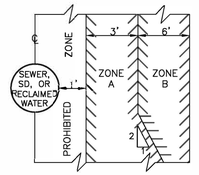


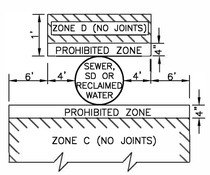
IF ANY SEWER OR RECLAIMED WATER PIPELINES ARE TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	SEWER	RECLAIMED WATER
A.	DO NOT LOCATE ANY PARALLEL SEWER OR RECLAIMED WATER LINES IN THIS AREA WITHOUT A STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.	
B.	USE V.C.P., CLASS 200 PVC, OR D.I.P. WITH COMPRESSION JOINTS.	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
C.	USE D.I.P. WITH MECHANICAL JOINTS OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
D.	USE D.I.P. OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900

SITUATION:

LOCATION OF NEW DOMESTIC TO EXISTING SEWER & RECLAIMED WATER LINES.





IF ANY WATER LINE IS TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	DOMESTIC WATER (SEE GENERAL NOTE 3)
A.	DO NOT LOCATE ANY PARALLEL DOMESTIC WATER LINE IN THIS AREA A WITHOUT STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.
B.	USE D.I.P. OR WELDED CML & C STEEL
C.	USE D.I.P. OR WELDED CML & C STEEL
D.	USE D.I.P. OR WELDED CML & C STEEL

WATER AND SEWER SEPARATION STANDARDS

(MINIMUM REQUIREMENTS AS ESTABLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES)

WATER AND SEWER SEPARATION STANDARDS DETAIL 46

SCALE: N.T.S.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

MISCELLANEOUS DETAILS

D-20561

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 8.5 FT WEST OF 2 FT HIGH GUARD RAIL. 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

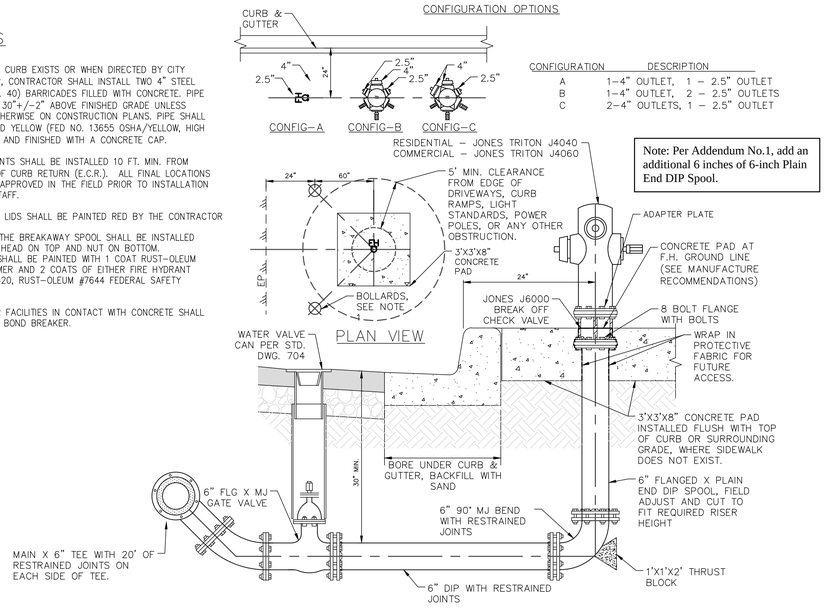
Approved By: 10/10/24
Gautam K. Dibbey, City Engineer, R.C.E. 75646 Date

Sheet 38 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

S:\CAD\115-16 CIP Water Pipeline & Highline\Plan Set\115-16_XXDE.dwg | Plotted: 10/10/2024

NOTES

1. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4" STEEL PIPE (SCH. 40) BARRICADES FILLED WITH CONCRETE. PIPE SHALL BE 30"+/-2" ABOVE FINISHED GRADE UNLESS SHOWN OTHERWISE ON CONSTRUCTION PLANS. PIPE SHALL BE PAINTED YELLOW (FED NO. 13655 OSHA/YELLOW, HIGH VISIBILITY) AND FINISHED WITH A CONCRETE CAP.
2. ALL HYDRANTS SHALL BE INSTALLED 10 FT. MIN. FROM THE END OF CURB RETURN (E.C.R.). ALL FINAL LOCATIONS SHALL BE APPROVED IN THE FIELD PRIOR TO INSTALLATION BY CITY STAFF.
3. VALVE CAN LIDS SHALL BE PAINTED RED BY THE CONTRACTOR
4. BOLTS ON THE BREAKAWAY SPOOL SHALL BE INSTALLED WITH BOLT HEAD ON TOP AND NUT ON BOTTOM. HYDRANT SHALL BE PAINTED WITH 1 COAT RUST-OLEUM #1069 PRIMER AND 2 COATS OF EITHER FIRE HYDRANT PERVO #2420, RUST-OLEUM #7644 FEDERAL SAFETY YELLOW.
5. ANY WATER FACILITIES IN CONTACT WITH CONCRETE SHALL REQUIRE A BOND BREAKER.

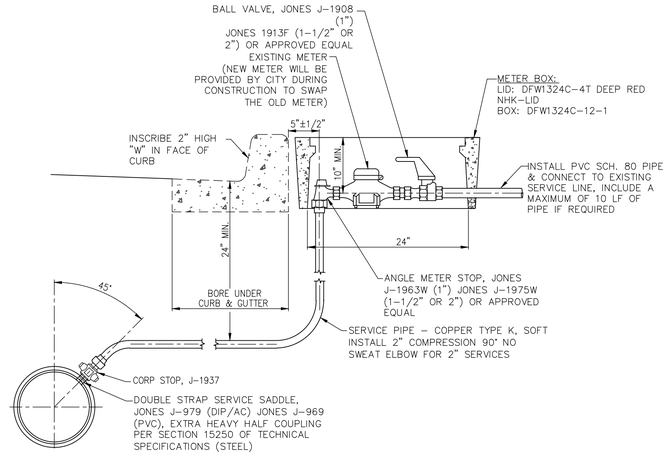


FIRE HYDRANT BLOW-OFF DETAIL 47

SCALE: N.T.S.

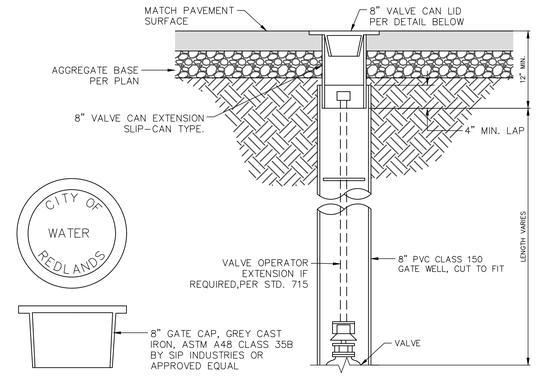
NOTES:

1. METER BOXES AND METERS SHALL BE INSTALLED PERPENDICULAR TO THE CURB, STREET OR TRAVELED WAY. IF EXISTING METER OR SHORT SIDE OF METER BOX IS NOT PERPENDICULAR IT SHALL BE ADJUSTED DURING THE NEW BOX AND SERVICE INSTALLATION.
2. ALL METERS SHALL BE INSTALLED LEVEL AND CENTERED WITHIN THE DROP IN LID OPENING.
3. CONTRACTOR SHALL INSTALL METER BOXES AT THE TIME ANGLE METER STOPS ARE INSTALLED.



RESIDENTIAL SERVICE CONNECTION DETAIL 48

SCALE: N.T.S.



NOTES

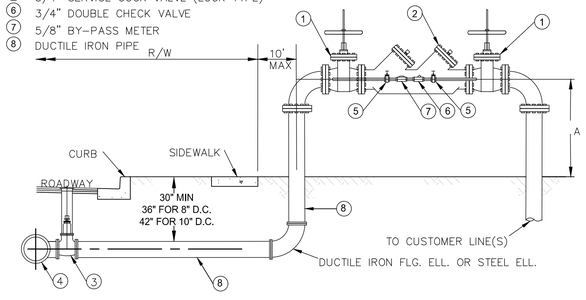
1. VALVE CANS SHALL NOT BE LOCATED IN A GUTTER OR CROSS GUTTER.
2. WHERE DEPTH TO VALVE OPERATOR IS GREATER THAN 6 FEET INSTALL AN OPERATOR EXTENSION.
3. ALL MAIN LINE VALVE LIDS SHALL BE PAINTED BLUE BY CONTRACTOR.
4. ALL FIRE HYDRANT VALVE LIDS SHALL BE PAINTED RED BY CONTRACTOR.

WATER VALVE CAN DETAIL 49

SCALE: N.T.S.

NOTES:

1. FLANGED GATE VALVE OUTSIDE SCREW AND YOKE (RESILENT WEDGE OR SEAT)
2. USC APPROVED BACKFLOW PREVENTION ASSEMBLY.
3. FLANGED GATE VALVE NON RISING STEM (RESILENT WEDGE OR SEAT)
4. CUT IN TEE OR TAPPING SLEEVE, IF APPROVED, TAPPING SLEEVES SHALL BE FULL CIRCLE AND PRE-APPROVED. FOR PVC PIPE (RMAC-SST 945) FOR A.C. PIPE (MUELLER H-619 OR CLOW F-5207) FOR C.I. PIPE (MUELLER H-615 OR CLOW F-5205)
5. 3/4" SERVICE COCK VALVE (LOCK TYPE)
6. 3/4" DOUBLE CHECK VALVE
7. 5/8" BY-PASS METER
8. DUCTILE IRON PIPE

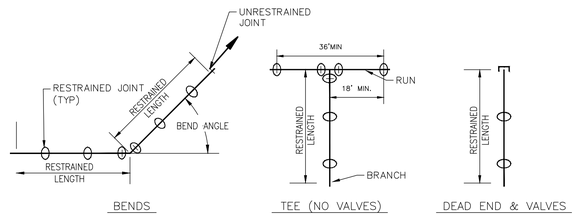


2'-10" D.C. FIRE SERVICE (ABOVE GROUND) DETAIL 50

SCALE: N.T.S.

GENERAL NOTE:

1. ALL BRASS FITTINGS SHALL BE PAINTED RED



PIPE SIZE	22 1/2° BEND OR LESS	45° BEND	90° BEND	TEE*	DEAD END & VALVES
4"	5'	10'	24'	11'	50'
6"	7'	14'	34'	31'	70'
8"	9'	18'	43'	51'	90'
10"	10'	21'	52'	69'	109'
12"	12'	25'	60'	86'	127'
16"	15'	31'	75'	120'	161'

* BRANCH LENGTH

NOTES:

1. USE THE FOLLOWING GUIDELINES WHEN OTHER PIPE JOINTS ARE WITHIN 10 FEET OF THE JOINT BEING RESTRAINED:
   A) USE THE "DEAD END" LENGTH FOR CONNECTIONS TO ANY MATERIAL EXCEPT DUCTILE IRON AND CAST IRON.
   B) USE THE "DEAD END" LENGTH WHEN ANOTHER PIPE JOINT IS WITHIN 10 FEET OF A BEND BEING RESTRAINED.
   C) USE THE "90 BEND" LENGTH WHEN ANOTHER PIPE JOINT IS WITHIN 10 FEET OF A TEE BEING RESTRAINED.
2. DIVIDE RESTRAINED LENGTH BY 0.85 FOR SILTY SOIL.
3. THIS TABLE IS BASED ON THE ASSUMPTION THAT THE TRENCH IS BACKFILLED TO A MINIMUM DEPTH OF 2.5 FEET WITH A SILTY SAND WHICH HAS BEEN LIGHTLY COMPACTED.
4. FOR PIPE DIAMETERS LARGER THAN 16", OR FOR CONDITIONS OTHER THAN THOSE DESCRIBED ABOVE, PLEASE REFER TO DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES FOR CALCULATING RESTRAINED LENGTH. CALCULATIONS MUST BE SUBMITTED FOR APPROVAL.
5. PROVIDE CONCRETE THRUST BLOCK @ NEAREST FITTING WHEN CONNECTING TO AN EXISTING WATERLINE.

RESTRAINED JOINT DETAIL 51

SCALE: N.T.S.

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

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REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT PROJECT No. 501063

MISCELLANEOUS DETAILS

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Bodrom K. Obbey, City Engineer, R.C.E. 75646 Date

Sheet 39 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

D-20561

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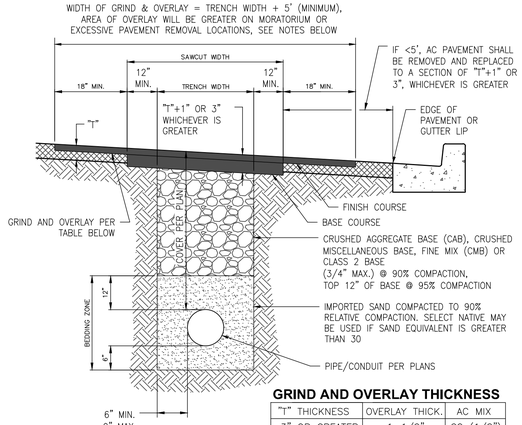


GRIND AND OVERLAY THICKNESS

"T" THICKNESS	OVERLAY THICK.	AC MIX
3" OR GREATER	1-1/2"	C2 (1/2")
2" TO <3"	1"	D1 (3/8")
<2"	NONE	N/A

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

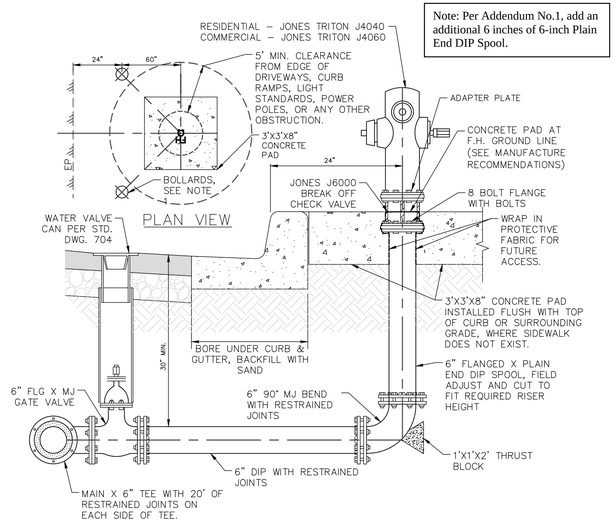
TRENCH REPAIR GENERAL NOTES

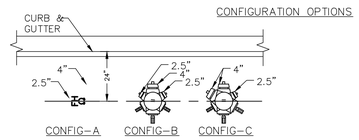
1. ALL PAVEMENT REPAIR WORK SHALL CONFORM TO THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, 2018 GREENBOOK AND ANY ADDITIONAL REQUIREMENTS LISTED WITHIN THE PLANS OR PERMIT.
2. ALL TRENCH ACTIVITY SHALL BE REPAIRED WITH A T-CUT REPAIR AS SHOWN ON STD. DWG. NUMBER 191. A BUTT JOINT TRENCH REPAIR, PER STD. DWG. NUMBER 192, SHALL ONLY BE USED WHEN APPROVED IN WRITING BY THE CITY ENGINEER.
3. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
4. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
5. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
6. PRIOR TO THE PAVEMENT REPAIR, SAWCUT A CLEAN, STRAIGHT, VERTICAL FACE AT 12" MINIMUM BEYOND THE EDGE OF THE REQUIRED TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAWCUTTING SHALL BE CAPTURED AND DISPOSED OF ACCORDINGLY.
7. A MINIMUM OF 2" OF TEMPORARY ASPHALT PAVEMENT SHALL BE INSTALLED WITHIN THE TRENCH AREA. TEMPORARY PAVING SHALL BE FLUSH WITH SURROUNDING GRADE AND MAINTAINED UNTIL PERMANENT ASPHALT IS INSTALLED.
8. BASE COURSE SHALL BE "B PG 64-10" SHALL BE COMPLETED IN LIFTS BETWEEN 2" AND 3" AND COMPACTED TO 95% RELATIVE COMPACTION.
9. FINISH COURSE SHALL BE "C2 PG 64-10" OR "D1 PG 64-10" (1/2" OR 3/8"), DEPENDING ON OVERLAY THICKNESS, PER STD. DWG. 191 AND COMPACTED TO 95% RELATIVE COMPACTION.
10. BASE PAVEMENT SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE AND GRINDED DOWN TO THE THICKNESS OF THE OVERLAY WHEN THE FINISH COURSE OVERLAY IS INSTALLED.
11. A MINIMUM OF 72 HOURS SHALL PASS BETWEEN THE INSTALLATION OF THE BASE COURSE TO THE INSTALLATION OF THE FINISH COURSE. NOTIFY THE INSPECTOR AT THE START OF THE 72 HOURS TO ALLOW TIME FOR INSPECTION PRIOR TO THE INSTALLATION OF THE FINISH COURSE.
12. APPLY A TACK COAT TO ALL VERTICAL EDGES AND SURFACES TO BE CAPPED.
13. APPLY A SEAL COAT AND #30 SILICA SAND TO FINISHED EDGES USING SS1H ASPHALT EMULSION.
14. ALL PAVEMENT REPAIR SHALL BE COMPLETED WITH LIKE MATERIALS, I.E. ARHM SHALL BE REPLACED WITH ARHM.
15. TRAFFIC CONTROL SHALL REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT DAMAGING THE FINISHED SURFACE. ANY TRACKING SHALL BE CORRECTED BY THE CONTRACTOR IN CONFORMANCE WITH THE REDBOOK.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE REMOVED BY THE CONTRACTOR OR PERMIT HOLDER IN ACCORDANCE WITH SECTION 3.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.

TYPICAL TRENCH, BEDDING AND SURFACE RESTORATION DETAIL 52

SCALE: N.T.S.

Note: Per Addendum No.1, add an additional 6 inches of 6-inch Plain End DIP Spool.





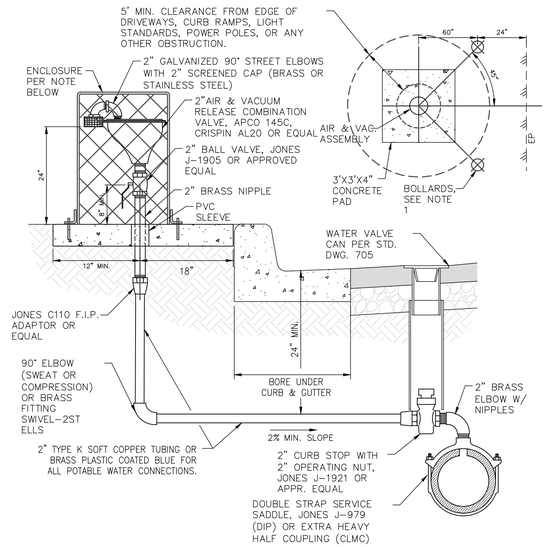
CONFIGURATION	DESCRIPTION
A	1-4" OUTLET, 1 - 2.5" OUTLET
B	1-4" OUTLET, 2 - 2.5" OUTLETS
C	2-4" OUTLETS, 1 - 2.5" OUTLET

NOTES

1. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4" STEEL PIPE (SCH. 40) BARRICADES FILLED WITH CONCRETE. PIPE SHALL BE 30"+/-2" ABOVE FINISHED GRADE UNLESS SHOWN OTHERWISE ON CONSTRUCTION PLANS. PIPE SHALL BE PAINTED YELLOW (FED NO. 13655 OSHA/YELLOW, HIGH VISIBILITY) AND FINISHED WITH A CONCRETE CAP.
2. ALL HYDRANTS SHALL BE INSTALLED 10 FT. MIN. FROM THE END OF CURB RETURN (E.C.R.). ALL FINAL LOCATIONS SHALL BE APPROVED IN THE FIELD PRIOR TO INSTALLATION BY CITY STAFF.
3. VALVE CAN LIDS SHALL BE PAINTED RED BY THE CONTRACTOR.
4. BOLTS ON THE BREAKAWAY SPOOL SHALL BE INSTALLED WITH BOLT HEAD ON TOP AND NUT ON BOTTOM. HYDRANT SHALL BE PAINTED WITH 1 COAT RUST-OLEUM #1069 PRIMER AND 2 COATS OF EITHER FIRE HYDRANT PERVO #2420, RUST-OLEUM #7644 FEDERAL SAFETY YELLOW.
5. ANY WATER FACILITIES IN CONTACT WITH CONCRETE SHALL REQUIRE A BOND BREAKER.

FIRE HYRDANT W/ CHECK VALVE DETAIL 53

SCALE: N.T.S.



NOTES

1. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4" STEEL PIPE (SCH. 40) BARRICADES FILLED WITH CONCRETE. PIPE SHALL BE 30"+/-2" ABOVE FINISHED GRADE UNLESS SHOWN OTHERWISE ON CONSTRUCTION PLANS. PIPE SHALL BE PAINTED YELLOW (FED NO. 13655 OSHA/YELLOW, HIGH VISIBILITY) AND FINISHED WITH A CONCRETE CAP. W/ REFLECTIVE TAPE.
2. WHERE NO CURB EXISTS OR WHEN DIRECTED BY CITY INSPECTOR, CONTRACTOR SHALL INSTALL TWO 4" STEEL PIPE (SCH. 40) BARRICADES FILLED WITH CONCRETE. PIPE SHALL BE 30"+/-2" ABOVE FINISHED GRADE UNLESS SHOWN OTHERWISE ON CONSTRUCTION PLANS. PIPE SHALL BE PAINTED YELLOW AND FINISHED WITH A CONCRETE CAP.
3. WHEN INSTALLED IN AN AREA WITHOUT SIDEWALK A 3' SQUARE X 4" THICK CONCRETE PAD SHALL BE INSTALLED FLUSH WITH THE TOP OF CURB FOR THE VALVE ASSEMBLY.
4. ENCLOSURE SHALL BE 20"øx36" POLYETHYLENE, ARMORCAST PART NO. P6002002. INSTALL PER MANUFACTURER RECOMMENDATIONS WITH A MINIMUM (3) 1/2"ø CONCRETE ANCHORS AND STAINLESS STEEL FENDER WASHERS. COLOR SHALL BE SANDSTONE FOR ALL POTABLE SERVICES.

AIR AND VACUUM VALVE ASSEMBLY DETAIL 54

SCALE: N.T.S.

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

MISCELLANEOUS DETAILS

D-20561

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FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 6.5 FT WEST OF 2 FT HIGH GUARD RAIL. 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

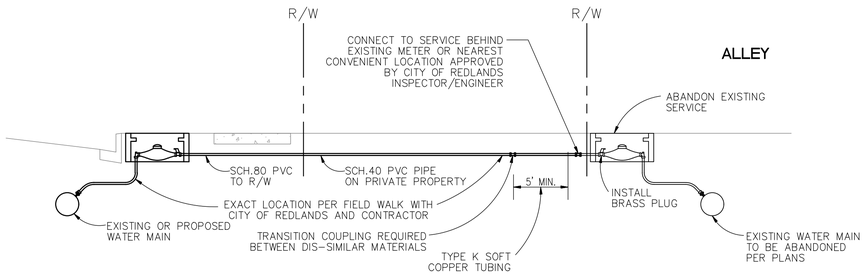
REV.	REVISION DESCRIPTION	BY	DATE

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 10/10/24 Date
Approved By: Graham K. Obbey, City Engineer, R.C.E. 75646 — 10/10/24 Date

Sheet 40 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

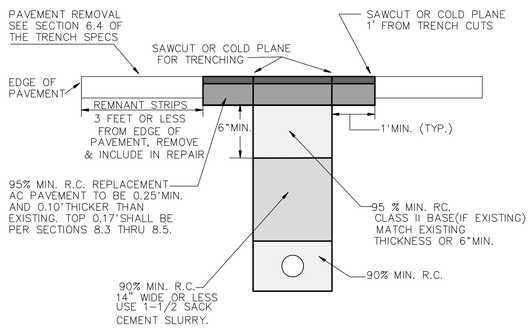
S:\CADD\113-19 CIP Water Pipeline & Highline\Plan Set\113-16_XDE.dwg | Plotted: 10/10/2024



ALLEY MAIN/ON-SITE WATER SERVICE CONNECTION

SCALE: N.T.S.

55/12



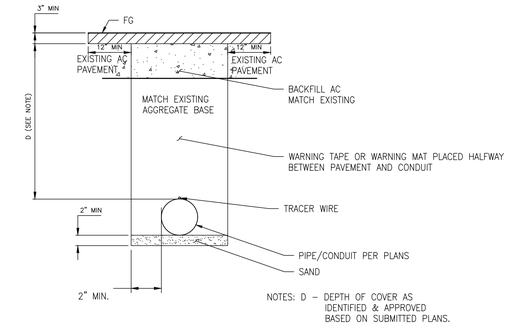
NOTES :

1. ALL EXCAVATIONS WITHIN COUNTY RIGHT-OF-WAY SHALL REQUIRE AN EXCAVATION PERMIT FROM THE ROAD PERMIT SECTION.
2. ROAD PERMITS ARE NOT VALID WITHOUT FULL COMPLIANCE OF UNDERGROUND SERVICE ALERT REQUIREMENTS.
3. ALL EXCAVATIONS SHALL BE CONSTRUCTED AS PRESCRIBED BY CAL-OSHA.
4. TEMPORARY PAVING SHALL BE A MIN. 0.17 FEET THICK, COMPACTED SMOOTH AND FLUSH, AND SHALL BE PLACED IN ALL AREAS WHERE PAVING WAS REMOVED, PRIOR TO OPENING TO TRAFFIC AND AT THE END OF EACH DAY (SEE SECTION 8.1)
5. COMPACTION TEST ON BACKFILL IN THE 90% RC ZONE SHALL BE AT VARYING DEPTHS ON 250'INTERVALS AND SUBMITTED TO THE INSPECTOR PRIOR TO PERMANENT PAVING. CLASS II AGGREGATE BASE AND THE GRADING PLANE SHALL BE 95% RC ON 500' INTERVALS.
6. NOTIFY PERMIT INSPECTOR TWO WORKING DAYS PRIOR TO STARTING A PROJECT AND FOR EACH PHASE OF CONSTRUCTION.
7. OVERLAY PAVING SHALL COMPLY WITH SECTION 8.5.

COUNTY OF SAN BERNARDINO - TRENCH DETAIL

SCALE: N.T.S.

56



NOTES

1. MUST INCLUDE TRACER WIRE OR OTHER CONTINUOUS MEASURE TO PROVIDE POSITIVE SUBSURFACE DETECTION FOR THE LIFE OF THE FACILITY (PROJECT DEVELOPMENT PROCEDURES MANUAL (PDPM) CHAPTER 17.
2. OPEN TRENCH INSTALLATION OF UNDERGROUND UTILITY FACILITIES MUST INCLUDE WARNING TAPE OR WARNING MATS COMPLYING WITH THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA) UNIFORM COLOR CODE FOR IDENTIFYING THE TYPE OF UNDERGROUND UTILITY. WHERE MECHANICAL PROTECTION IS INSTALLED, WARNING TAPE MUST BE PLACED ABOVE THE MECHANICAL PROTECTION AND BELOW THE ROADBED SUBGRADE AS SHOWN ON THE DETAILS. (PDPM CHAPTER 17).
3. CLEARANCE BETWEEN THE TRENCH WALL AND CONDUIT OF LESS THAN 6 INCHES IN WIDTH SHALL BE A MINIMUM OF 2 INCHES. CLEARANCE BETWEEN THE TRENCH WALL AND CONDUIT OF GREATER THAN 6 INCHES IN WIDTH SHALL BE A MINIMUM OF 6 INCHES.
4. WHEN THE TRENCH WIDTH IS LESS THAN 24 INCHES THE BACKFILL FOR SUBGRADE MUST CONSIST OF SLURRY CEMENT. CONTROLLED LOW-STRENGTH MATERIAL (CLSM) CAN BE SUBSTITUTED AT THE DISCRETION OF THE STATE'S REPRESENTATIVE.
5. WHEN TRENCH WIDTH IS GREATER THAN 24 INCHES COMPACTED AGGREGATE BASE MAY BE USED FOR BACKFILLING.
6. STRUCTURE BACKFILL AND COMPACTION MUST CONFORM TO SECTION 19-3.02C AND 3.03 OF THE STANDARD SPECIFICATIONS.
7. FOR TRENCH LOCATED UNDER UNIMPROVED SURFACE, STRUCTURE BACKFILL CAN USE THE ORIGINAL SOIL. SOIL MUST BE COMPACTED BY MECHANICAL MEANS. PONDING, JETTING OR FLOODING ARE NOT ALLOWED. SLURRY CEMENT BACKFILL IS NOT OPTIONAL UNLESS APPROVED BY THE CALTRANS DISTRICT.
8. SLURRY CEMENT BACKFILL MUST CONFORM TO SECTION 19-3.02E OF THE STANDARD SPECIFICATIONS.
9. AGGREGATE BASE AND ITS COMPACTION SHALL CONFORM TO SECTION 26 OF THE STANDARD SPECIFICATIONS.
10. CLSM IF USED MUST CONFORM TO SECTION 19-3.02G OF THE STANDARD SPECIFICATIONS. WHEN CLSM IS UTILIZED THE MIX DESIGN AND TEST RESULTS MUST BE SUBMITTED TO THE STATE'S REPRESENTATIVE. SEE APPENDIX H OF THE ENCROACHMENT PERMITS MANUAL FOR ADDITIONAL INFORMATION.
11. COLD PLANED SURFACE AND OVERLAY SHALL BE TO THE NEAREST LANE LINE FOR THE ENTIRE LENGTH OF THE TRENCH/DISTURBED AREAS, AND/OR AS DIRECTED BY THE STATE'S REPRESENTATIVE.
12. WHEN HOT MIX ASPHALT (HMA) IS USED TO BACKFILL ASPHALT CONCRETE (AC) SECTION OF THE ROAD, HMA MUST CONFORM TO SECTION 39 OF THE STANDARD SPECIFICATIONS.
13. A PAVING NOTCH ("T" CUT) SHALL BE COLD PLANED IN EXIST ASPHALT CONCRETE TO A MINIMUM WIDTH OF 12 INCHES BEYOND EACH SIDE OF THE TRENCH AND TO A DEPTH OF 3 INCHES FOR THE FINAL LAYER OF HMA.
14. AC USED TO REPLACE PAVEMENT SECTION SHALL MATCH EXISTING PAVEMENT DEPTH, UNLESS DIRECTED OTHERWISE BY THE STATE'S REPRESENTATIVE.
15. A TACK COAT OF ASPHALTIC EMULSION CONFORMING TO SECTION 39-2.01C (3) (F) SHALL BE APPLIED.
16. WHEN THE TRENCH IS WITHIN 4 FEET OF CURB AND GUTTER, ADDITIONAL COLD PLANNING MAY BE REQUIRED AT THE DISCRETION OF THE STATE'S REPRESENTATIVE. POTHOLES OR TRENCHES SEPARATED / ADJOINED BY 10 FEET OR LESS TO BE OVERLAID TOGETHER AT THE DISCRETION OF THE STATE'S REPRESENTATIVE.
17. PAVEMENT MARKINGS AND/OR STRIPING REMOVED OR DAMAGED DURING CONSTRUCTION MUST BE REPLACED IN KIND AS DIRECTED BY THE STATE'S REPRESENTATIVE.
18. OTHER TRENCH RELATED DETAILS ARE SHOWN IN CHAPTER 6 OF THE ENCROACHMENT PERMITS MANUAL AS WELL AS THE TRENCHING AND SHORING MANUAL. BOTH PUBLICATIONS CAN BE FOUND ON THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION'S WEBSITE.
19. IF TRENCH IS LOCATED IN THE ROADWAY WHERE PORTLAND CEMENT CONCRETE (PCC) EXIST, REMOVE THE CONCRETE TO A DEPTH OF AT LEAST 3 FEET BELOW FINISHED GRADE AS PER STANDARD SPECIFICATION 15-1.03B. REPLACE ENTIRE CONCRETE SLAB FROM JOINT TO JOINT AS DIRECTED BY STATE'S REPRESENTATIVE.
20. ELECTRICAL SYSTEMS INSTALLATIONS THAT ARE PART OF STATE HIGHWAY SYSTEM MUST BE INSTALLED IN COMPLIANCE WITH CALTRANS STANDARD SPECIFICATIONS, SECTION 87.

CALTRANS - TRENCH DETAIL

SCALE: N.T.S.

57

FIRE HYDRANT NUMBER	HYDRANT ELEVATION (FT)	PRESSURE ZONE (FT)	FIRE HYDRANT FLOW RATE, Q (GPM)	FIRE HYDRANT COLOR	FIRE HYDRANT NUMBER	HYDRANT ELEVATION (FT)	PRESSURE ZONE (FT)	FIRE HYDRANT FLOW RATE, Q (GPM)	FIRE HYDRANT COLOR
1	1,331.83	1,570	1,617.28	BLUE	46	1,940.33	2,100	1,324.20	GREEN
2	1,337.81	1,570	1,596.85	BLUE	47	1,940.00	2,100	1,325.57	GREEN
3	1,341.02	1,570	1,585.77	BLUE	48	1,962.53	2,100	1,228.70	GREEN
4	1,347.50	1,570	1,563.17	BLUE	49	1,956.47	2,100	1,255.49	GREEN
5	1,345.63	1,570	1,569.73	BLUE	50	1,830.51	2,100	1,720.33	BLUE
6	1,347.68	1,570	1,562.54	BLUE	51	1,939.59	2,100	1,327.26	GREEN
7	1,353.40	1,570	1,542.31	BLUE	52	1,852.64	2,100	1,648.19	BLUE
8	1,355.83	1,570	1,533.63	BLUE	53	1,836.57	2,100	1,700.88	BLUE
9	1,360.36	1,570	1,517.32	BLUE	54	1,879.83	2,100	1,554.96	BLUE
10	1,349.21	1,570	1,557.15	BLUE	55	1,831.92	2,100	1,715.83	BLUE
11	1,368.78	1,570	1,486.54	GREEN	56	1,890.37	2,100	1,517.29	BLUE
12	1,374.32	1,570	1,465.93	GREEN	57	1,809.93	2,100	1,784.81	BLUE
13	1,375.54	1,570	1,461.36	GREEN	58	1,815.20	2,100	1,768.53	BLUE
14	1,367.91	1,570	1,489.75	GREEN	59	1,815.00	2,100	1,769.15	BLUE
15	1,363.22	1,570	1,506.94	BLUE	60	1,450.00	1,750	1,815.11	BLUE
16	1,369.41	1,570	1,484.21	GREEN					
17	1,369.32	1,570	1,484.55	GREEN					
18	1,370.00	1,570	1,482.03	GREEN					
19	1,371.02	1,570	1,478.24	GREEN					
20	1,367.75	1,570	1,490.34	GREEN					
21	1,367.75	1,570	1,490.34	GREEN					
22	1,367.71	1,570	1,490.49	GREEN					
23	1,371.39	1,570	1,476.87	GREEN					
24	1,378.39	1,570	1,450.61	GREEN					
25	1,373.32	1,570	1,469.68	GREEN					
26	1,371.44	1,570	1,476.68	GREEN					
27	1,375.05	1,570	1,463.20	GREEN					
28	1,376.00	1,570	1,459.63	GREEN					
29	1,379.00	1,570	1,448.30	GREEN					
30	1,375.36	1,570	1,462.03	GREEN					
31	1,373.49	1,570	1,469.04	GREEN					
32	1,444.79	1,750	1,830.80	BLUE					
33	1,444.89	1,750	1,830.50	BLUE					
34	1,446.35	1,750	1,826.12	BLUE					
35	1,454.89	1,750	1,800.25	BLUE					
36	1,461.92	1,750	1,778.68	BLUE					
37	1,432.00	1,750	1,868.77	BLUE					
38	1,612.34	1,750	1,229.55	GREEN					
39	2,133.11	2,100	603.01	ORANGE					
40	1,939.59	2,100	1,327.26	GREEN					
41	1,880.91	2,100	1,551.15	BLUE					
42	1,852.64	2,100	1,648.19	BLUE					
43	1,839.72	2,100	1,690.68	BLUE					
44	1,831.41	2,100	1,717.46	BLUE					
45	1,818.91	2,100	1,756.97	BLUE					

*MARK ALL FIRE HYDRANT PER NFPA 291.

Know what's below. Call before you dig.

TKE ENGINEERING, INC.
2305 CHICAGO AVENUE
RIVERSIDE, CA 92507
(951) 680-0440
FAX (951) 680-0490

PLANS PREPARED UNDER THE SUPERVISION OF: 10/10/24 DATE

BENCHMARK

DESCRIBED BY METRO WATER DISTR SO. CALIFORNIA 1996 SAN BERNARDINO, CA GO EAST ON 10 FWY TO FORD ST. TURN LEFT UNDER FWY TO RESERVOIR RD. GO EAST 1.3 MI ON RESERVOIR RD TO WABASH AVE. GO SOUTH ON WABASH AVE TO BRIDGE OVER 10 FWY TO MONUMENT, 22.8 FT WEST OF CENTERLINE, 0.4 FT SOUTH OF NORTH END BRIDGE ABUTMENT, 8.5 FT WEST OF 2 FT HIGH GUARD RAIL. 16 FT NORTH OF BEGINNING OF CONCRETE BRIDGE OVER 10 FWY. SET 3.25 INCH STD MWD BCM STAMPED IVF 91 1996 FLUSH ON TOP OF NORTHWEST CORNER OF BRIDGE ABUTMENT.

REV.	REVISION DESCRIPTION	BY	DATE

REGISTERED PROFESSIONAL ENGINEER
TERRY M. RENNER
No. 69984
Exp. 9/30/26
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2023 CIP WATER PIPELINE AND HIGHLINE REPLACEMENT PROJECT
PROJECT No. 501063

MISCELLANEOUS DETAILS

DESIGNED BY: SMK
DRAWN BY: MG
CHECKED BY: TMR

Reviewed By: 10/10/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date

Approved By: 10/10/24
Bradam K. Dibbey, City Engineer, R.C.E. 75646 Date

Sheet 41 of 41 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

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CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2023 CIP Water Pipeline and Highline Replacement Project
Project No. 501063

RECYCLED PAPER

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

October 2024

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CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2023 CIP Water Pipeline and Highline Replacement Project Project No. 501063

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul Branch, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

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

October 2024

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2023 CIP Water Pipeline and Highline Replacement Project
Project No. 5010633

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
2023 CIP Water Pipeline and Highline Replacement Project
Project No. 501063

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 **November 7, 2024**, up to the hour of **2:00 p.m.,** at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: 2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A or Class C-34" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public

works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Goutam K. Dobey, Project Manager, at 909-798-7584 Ext 2. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson
City Clerk, City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
2023 CIP Water Pipeline and Highline Replacement Project
Project No. 501063

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: 2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" or "Class C-34" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON-DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

2023 CIP Water Pipeline and Highline Replacement Project
Project No. 501063

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	Traffic Control Plan	LUMP SUM	N/A	$_____
4	Construction Survey	LUMP SUM	N/A	$_____
5	Install 8" Ductile Iron Pipe (D.I.P) CML, Pressure Class 350	20,974 LF	$_____/LF	$_____
6	Install 12" Ductile Iron Pipe (D.I.P) CML, Pressure Class 350	2,198 LF	$_____/LF	$_____
7	Install 16" Ductile Iron Pipe (D.I.P) CML, Pressure Class 350	1,205 LF	$_____/LF	$_____
8	Install 24" Ductile Iron Pipe (D.I.P) CML, Pressure Class 350	10,427 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
9	8" Gate Valve	47 EA	$_____/EA	$_____
10	12" Butterfly Valve	24 EA	$_____/EA	$_____
11	16" Butterfly Valve	6 EA	$_____/EA	$_____
12	24" Butterfly Valve	9 EA	$_____/EA	$_____
13	8" 11.25° Elbow	13 EA	$_____/EA	$_____
14	8" 22.5° Elbow	21 EA	$_____/EA	$_____
15	8" 45° Elbow	12 EA	$_____/EA	$_____
16	12" 11.25° Elbow	2 EA	$_____/EA	$_____
17	24" 45° Elbow	13 EA	$_____/EA	$_____
18	24" 22.5° Elbow	6 EA	$_____/EA	$_____
19	24" 11.25° Elbow	20 EA	$_____/EA	$_____
20	8" Blind Flange	7 EA	$_____/EA	$_____
21	8" End Cap	2 EA	$_____/EA	$_____
22	Fire Hydrant w/ Check Valve	51 EA	$_____/EA	$_____
23	Blow-Off Fire Hydrant w/ Check Valve	9 EA	$_____/EA	$_____
24	1" Service	143 EA	$_____/EA	$_____
25	2" Service	26 EA	$_____/EA	$_____
26	Drop Section	35 EA	$_____/EA	$_____
27	6" Air and Vacuum Release Valve	6 EA	$_____/EA	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
28	Connection per Detail 1, Sheet 34	1 EA	$_____/EA	$_____
29	Connection per Detail 2, Sheet 34	4 EA	$_____/EA	$_____
30	Connection per Detail 3, Sheet 34	1 EA	$_____/EA	$_____
31	Connection per Detail 4, Sheet 34	1 EA	$_____/EA	$_____
32	Connection per Detail 5, Sheet 34	1 EA	$_____/EA	$_____
33	Connection per Detail 6, Sheet 34	1 EA	$_____/EA	$_____
34	Connection per Detail 7, Sheet 34	1 EA	$_____/EA	$_____
35	Connection per Detail 8, Sheet 34	1 EA	$_____/EA	$_____
36	Connection per Detail 9, Sheet 34	1 EA	$_____/EA	$_____
37	Connection per Detail 10, Sheet 34	1 EA	$_____/EA	$_____
38	Connection per Detail 11, Sheet 35	1 EA	$_____/EA	$_____
39	Connection per Detail 12, Sheet 35	1 EA	$_____/EA	$_____
40	Connection per Detail 13, Sheet 35	1 EA	$_____/EA	$_____
41	Connection per Detail 14, Sheet 35	1 EA	$_____/EA	$_____
42	Connection per Detail 15, Sheet 35	1 EA	$_____/EA	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
43	Connection per Detail 16, Sheet 35	1 EA	$_____/EA	$_____
44	Connection per Detail 17, Sheet 35	1 EA	$_____/EA	$_____
45	Connection per Detail 18, Sheet 35	1 EA	$_____/EA	$_____
46	Connection per Detail 19, Sheet 35	1 EA	$_____/EA	$_____
47	Connection per Detail 20, Sheet 35	1 EA	$_____/EA	$_____
48	Connection per Detail 21, Sheet 36	4 EA	$_____/EA	$_____
49	Connection per Detail 22, Sheet 36	1 EA	$_____/EA	$_____
50	Connection per Detail 23, Sheet 36	1 EA	$_____/EA	$_____
51	Connection per Detail 24, Sheet 36	1 EA	$_____/EA	$_____
52	Connection per Detail 25, Sheet 36	1 EA	$_____/EA	$_____
53	Connection per Detail 26, Sheet 36	1 EA	$_____/EA	$_____
54	Connection per Detail 27, Sheet 36	1 EA	$_____/EA	$_____
55	Connection per Detail 28, Sheet 36	1 EA	$_____/EA	$_____
56	Connection per Detail 29, Sheet 36	1 EA	$_____/EA	$_____
57	Connection per Detail 30, Sheet 36	1 EA	$_____/EA	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
58	Connection per Detail 31, Sheet 37	1 EA	$_____/EA	$_____
59	Connection per Detail 32, Sheet 37	1 EA	$_____/EA	$_____
60	Connection per Detail 33, Sheet 37	1 EA	$_____/EA	$_____
61	Connection per Detail 34, Sheet 37	1 EA	$_____/EA	$_____
62	Connection per Detail 35, Sheet 37	1 EA	$_____/EA	$_____
63	Connection per Detail 36, Sheet 37	1 EA	$_____/EA	$_____
64	Connection per Detail 37, Sheet 37	1 EA	$_____/EA	$_____
65	Connection per Detail 38, Sheet 37	1 EA	$_____/EA	$_____
66	Connection per Detail 39, Sheet 37	1 EA	$_____/EA	$_____
67	Connection per Detail 40, Sheet 37	1 EA	$_____/EA	$_____
68	Connection to Existing 4" Fire Service lateral	6 EA	$_____/EA	$_____
69	Connection to Existing 6" Fire Service	3 EA	$_____/EA	$_____
70	Connection to Existing 8" Fire Service	5 EA	$_____/EA	$_____
71	Replace In-Kind Decorative Concrete and Concrete Pavers Over 8" Class II AB and 1" SE 30 Sand for Leveling Purposes	750 SF	$_____/SF	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
72	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$400,000.00
73	Demobilization	LUMP SUM	N/A	$_____
			BID SCHEDULE TOTAL PRICE	**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: $_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 15. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____ _____

Company Name Signature

_____ _____

Address Name

_____ _____

City, State, Zip Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the **Project No. 501063**3.

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. 501063**3 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. 501063**3, 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. 5010633** 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 17th day of December, 2024, 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: **2023 CIP Water Pipeline and Highline Replacement Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063** (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 eighty (180) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and

processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____

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
2023 CIP Water Pipeline and Highline Replacement Project
Project No. 501063

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

Dated this _____ day of _____, 2024.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated December 17, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063** 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 _____, 2024.

(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 December 17, 2024, and identified as **2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063** 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 _____, 2024.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

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GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The Chief Engineer of the Agency, being the Municipal Utilities and Engineering Director, or other person designated by the Board or Chief Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 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.

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.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;

4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer

Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 7-19.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer.

All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.
A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any

work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.
Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one

(1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being

used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's

progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from

the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor’s property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the

Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the

City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

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

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-3.1 General. - *Add the following sentence:*
The time of completion of the Contract shall be expressed in consecutive calendar days.

6-4.1 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
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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 225) 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 City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*

"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

   Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

   All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:

"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-6 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-6.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-6.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-6.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base

material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-6.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-6.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-7 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6" FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9" FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12" FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-7.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall

be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage

facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and

Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)	■	■		
CURE PERIOD (2)			■	
MANHOLE ADJUST TO GRADE (3)				■
STRIPING & PAVEMENT MARKINGS (4)				■
TRAFFIC LOOPS (5)				■
NO PARKING SIGNS ALLOWED (6)	■	■		■

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of

0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures,

manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City’s right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in

writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*

PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10’ thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
“Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon).”

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

A. Maintenance of Operation of Existing Facilities

The Contractor may take the parallel waterlines out of service for a period specified by the City for the purpose of installing the tie-in connections to the new water main. Any shutdown will be coordinated with the Owner. All valves on the Owner's existing facilities will be operated by the Owner. Written notice shall be given to the Owner's Representative no less than 72-hours for residential areas and 12 days for commercial areas prior to the desired shut-off time. The Contractor shall be responsible for disposing of water drained from the existing pipelines.

B. Coordination Submittals

1. The contractor shall submit a Connection Plan to the City for review and approval. The plan should contain pothole information for the existing water lines to be connected to, any required deviations from the plan, schedule of connections and any phasing for the locations and connections.

2. No water system shutdowns will be allowed on Monday or Friday, unless otherwise directed by City staff. No chlorination will be allowed on Friday.

3. When approved, City will begin shutting down the water system to allow connection at 8:00 AM. Note the system drainage time may take up to two hours depending on location and field conditions.

C. Night Work Working Hours

All construction activities shown on Plan sheets 3 through 8 shall take place at night per night working hours specified below. The streets included in the night working hours are Central Ave., Redlands Blvd., Citrus Ave., Eureka St., 6th St., Vine St., 5th St., Stuart Ave., and 7th St.

For all work required to be completed at night, the following hours shall be deemed as the working hours, unless otherwise approved by the City.

Start	Sunday 10:00 PM	Monday 10:00 PM	Tuesday 10:00 PM	Wednesday 10:00 PM	Thursday 11:00 PM
End	Monday 7:00 AM	Tuesday 7:00 AM	Wednesday 7:00 AM	Thursday 7:00 AM	Friday 7:00 AM

D. Pipeline Construction Sequencing

The mainline installation in an area must be completed prior to move into other Area. All other activities such as service connections, hydrants installation, etc. can be overlapped.

Multiple crews may be allowed in order to meet the contract deadline. Contractor shall submit detailed schedule for such activities for City's approval.

E. Additional City Projects

The City's other CIP projects will be under construction concurrently. Detailed construction activities and schedule will be provided during weekly progress meetings. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school. Citywide events calendar shall be considered with the construction schedule. Updated events calendar will be provided during the weekly progress meeting.

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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. All locations within the project can have a generic traffic control plan prepared which utilizes figures from the WATCH Manual or additional resources.

2. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways during the pipeline installation with appropriate traffic control and flaggers; and

    b. On street parking, where currently available, shall be open to the public outside of working hours.

END OF SECTION

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SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the 2023 CIP Water Pipeline and Highline Replacement 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
General Notes, Construction Notes, Quantities & Symbol Legend	2
Water Pipeline Plans & Connection Details	3-33
Connection Details	34-37
Miscellaneous Details	38-41

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 2023 CIP Water Pipeline and Highline Replacement Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing all pipe, fittings, and appurtenances; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all pavement repair; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including imported material); compacting; protecting in place or removing and replacing all existing utilities, trees, and public and private improvements; testing and disinfecting all pipelines; replacing destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

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SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization – Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price. The price shall include, but not limited to, preliminary construction schedule, bonds, insurance, permits, shop drawings, catalog submittals and shall constitute full compensation for all labor, material, equipment and incidentals required within Section 01721.

2. SWPPP – Bid Item 2:

Payment for Storm Water Pollution Prevention Plan (SWPPP) shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01571.

Payment for the SWPPP shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

3. Traffic Control Plan – Bid Item 3:

Payment for Traffic Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted to complete the Traffic Control Plan per Section 01111.

The installation and implementation of traffic control items shall be included throughout bid items and the specific traffic control required for installing each item.

4. Construction Survey – Bid Item 4:

Payment for construction survey shall be made at the contract lump sum price and shall constitute full compensation for required research to establish control for construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Survey shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

5. 8”, 12”, 16”, & 24” DIP Water Pipeline – Bid Items 5, 6, 7, & 8:

Payment for 8”, 12”,16”, & 24” DIP Water Pipeline shall be made at the lineal foot price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install water pipeline complete in place per the plans and specifications.

The price shall include, but not be limited to all necessary trench protection (shoring, bracing, sloping, etc.), pressure testing and disinfection of the new pipelines, traffic control, pavement saw cutting and removal, trenching, disposal of excavated native soil, clearing and disposal of shrubbery or vegetation, bedding and backfilling, placing and compacting crushed aggregate base layer to required compaction, warning tape, compacting, assisting with compaction testing, restrained joints, fittings & bends that are not included in the other bid items, potholing, thrust blocks, placing and removing temporary asphalt concrete, flushing the pipeline, installing and removing the test plates, chlorinating the pipelines, re-chlorinating if necessary, installation of base and finish paving per trench repair detail on the plan, protecting in place or removing and replacing all existing utilities and public and private improvements, daily sweeping and cleaning work site, abandoning existing water main and valves as noted on the plans, installation and relocation of information signs, restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed water pipeline, without deducting for pipeline fittings or appurtenances such as valves, tees, crosses, bends, side outlets, top outlets, etc.

6. 8" Gate Valve – Bid Item 9:

Payment for 8" gate valve shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install gate valves complete in place per the plans and specifications.

The price shall include, but not limited to, valve can (detail 47 on plan sheet 39), traffic control, saw cutting and removing existing pavement, trenching, valve box, bedding, backfilling, compacting, flushing, pressure testing and restoring all areas to pre-existing conditions.

7. 12", 16", & 24" Butterfly Valve – Bid Items 10, 11, & 12:

Payment for 12", 16", & 24" butterfly valve shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install gate valves complete in place per the plans and specifications.

The price shall include, but not limited to, valve can (detail 47 on plan sheet 39), traffic control, saw cutting and removing existing pavement, trenching, valve box, bedding, backfilling, compacting, flushing, pressure testing and restoring all areas to pre-existing conditions.

8. 8", 12", & 24" Elbows (11.25°, 22.5°, & 45°) – Bid Item 13 thru 19:

Payment for 8", 12", & 24" elbows shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install 8", 12", & 24" elbows complete in place.

The price shall include, but not limited to, thrust blocks and restrained joints (detail 43 and 49 on plan sheet 38 and 39), traffic control, saw cutting and removing existing pavement, trenching, valve box, bedding, backfilling, compacting, flushing, pressure testing and restoring all areas to pre-existing conditions.

9. 8" Blind Flange – Bid Item 20:

Payment for 8" blind flanges shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install 8" blind flanges complete in place.

The price shall include, but not limited to, thrust blocks and restrained joints (detail 43 and 49 on plan sheet 38 and 39), traffic control, saw cutting and removing existing pavement, trenching, valve box, bedding, backfilling, compacting, flushing, pressure testing and restoring all areas to pre-existing conditions.

10. 8” End Cap – Bid Item 21:

Payment for 8” end cap shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install 8” end cap complete in place.

The price shall include, but not limited to, thrust blocks and restrained joints (detail 43 and 49 on plan sheet 38 and 39), traffic control, saw cutting and removing existing pavement, trenching, valve box, bedding, backfilling, compacting, flushing, pressure testing and restoring all areas to pre-existing conditions.

11. Fire Hydrant W/ Check Valve & Blow-Off Fire Hydrant W/ Check Valve – Bid Item 22 & 23:

Payment for fire hydrant shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install fire hydrant assemblies complete in place per details 45 and 51 on sheets 39 and 40 of the plans and specifications.

The price shall include, but not be limited to, traffic control, saw cutting and removing existing pavement, trenching, connecting to new pipeline, all fittings and piping, fire hydrant and bury, break off flange, break off bolts, restraint joints, stabilizer blocks, gate valve, valve box, NFPA 291 marking, blue Retroreflective Pavement Markers (RPMs), bollards, bedding, backfilling, compacting, placing and removal of temporary pavement, installation of 3’x3’x6” concrete slab around hydrant, removal of existing water main after abandonment to facilitate new hydrant installation, installation of base and finish paving as required, painting, flushing, disinfecting, pressure testing and restoring all areas to pre-existing conditions.

12. 1” Service Connection to Existing Meter – Bid Item 24:

Payment for 1” service connections per detail 46 on sheet 39 shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install 1” service connections complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, saw cutting and removing existing pavement, trenching, connecting to new pipeline, installation of 1” copper service piping, complete removal and disposal of exiting service pipeline from meter to existing main, new meter box, removal and disposal of existing meter box, replacement of any hardscape/landscape within area of removed/new meter box, corporation stops, angle meter stop, 1” to 3/4” reducer (if required), bronze saddles with double strap, ball valve, bedding, backfilling, compacting, placing and removal of temporary pavement, flushing, disinfecting, pressure testing and restoring all areas to pre-existing conditions.

Note that per California Senate Bill AB 1953, all service brass (except service saddles) installed in any public water system starting January 1, 2010 shall contain no more than 0.25% lead by weight.

13. 2” Service Connection to Existing Meter – Bid Item 25:

Payment for 2” service connections per detail 46 on sheet 39 shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install 2” service connections complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, saw cutting and removing existing pavement, trenching, connecting to new pipeline, installation of 2” copper service piping, complete removal and disposal of existing service pipeline from meter to existing main, new meter box, removal and disposal of existing meter box, replacement of any hardscape/landscape within area of removed/new meter box, corporation stops, angle meter stop, reducer (if required), bronze saddles with double strap, ball valve, bedding, backfilling, compacting, placing and removal of temporary pavement, flushing, disinfecting, pressure testing and restoring all areas to pre-existing conditions.

Note that per California Senate Bill AB 1953, all service brass (except service saddles) installed in any public water system starting January 1, 2010 shall contain no more than 0.25% lead by weight.

14. Drop Section – Bid Item 26:

Payment for required drop section (whether shown or not shown on the plan) shall be made at the contract price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the drop section underneath an existing utility per detail 41 on sheet 38 of the plans.

The bid price shall include but not be limited to the required fittings, restrained joints, additional trench protection, protecting in place all existing utilities, restoring all areas to pre-existing conditions and all other incidentals required to install the drop section. If potholing activities identify an existing utility that conflicts with the minimum required elevation of the proposed pipeline, the contractor shall contact the City to discuss the appropriate means of crossing. All drop sections installed by the contractor shall be verified in the field by the City prior to backfilling. If any drop sections are installed without verification the contractor will not be compensated for this quantity.

15. Air & Vacuum Release Valve – Bid Item 27:

Payment for the Air & Vacuum Release Valve shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per detail 52 on sheet 40 of the plans.

The price shall include, but not be limited to, traffic control, saw cutting and removing existing pavement, trenching, connecting to new pipeline, all fittings and piping, curb stop, bedding, backfilling, compacting, placing and removal of temporary pavement, installation of 3’x3’x6” concrete slab around enclosure, enclosure with anchor bolts, installation of base and finish paving on grind and overlay streets as required, painting, flushing, disinfecting, pressure testing and restoring all areas to pre-existing conditions.

16. Connection Details – Bid Items 28 thru 67:

Payment for the connections to the existing water main shall be made at the contract price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the connection as shown each connection detail on plans.

The bid price shall include but not be limited to the flexible coupling, flanged adaptor, pipe spools, reducers, fittings & bends, traffic control, testing, disinfection, backfill, thrust block, restrained joints, pavement repair, removing portions of interfering pipe, removing pipe directed by the connection detail, removing and salvaging existing appurtenances, protecting in place or removing and replacing all existing utilities, restoring all areas to pre-existing conditions and all other incidentals required to connect to the existing water main not included under other bid items.

Gate valves, butterfly valves and fire hydrants are shown in the connection details shall not be included in the connection details bid price.

17. Connect to Existing 4", 6", & 8" Fire Service – Bid Items 68, 69, & 70:

Payment for the connections to the existing 4", 6", and 8" fire service shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the connection as shown on the project drawings as well as the plans & specifications.

The bid price shall include, but not be limited to, pipe, fittings, valves, adaptors, flanges, traffic control, thrust blocks, disinfection, flushing, temporary pavement, protecting in place or removing and replacing all existing utilities and public and private improvements, and restoring all areas to pre-existing conditions.

Payment will be made for each connection to existing 4", 6", and 8" fire service completed per Plans and Specifications and accepted by the Engineer. Partial payments for uncompleted connections will not be allowed.

18. Replace In-Kind Decorative Concrete and Concrete Pavers Over 8" Class II AB and 1" SE30 Sand for Leveling Purposes – Bid Item 71:

Payment for the replacement of in-kind decorative concrete and concrete pavers shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install replacement of in-kind decorative concrete and concrete pavers complete in place.

The price shall include, but not limited to, traffic control, saw cutting and removing existing pavers, trenching, bedding, backfilling, compacting, and restoring all areas to pre-existing conditions.

19. Unforeseen work <u>not</u> covered within all other bid items – Bid Item 72:

Payment for unforeseen work <u>not</u> covered within all other bid items shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any work required that is outside of the

proposed bid unit cost, shall be performed based on time & material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may or may not be spent entirely.

20. Demobilization – Bid Item 73:

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

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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		$0.00	0.0	$0.00
				$0.00		$0.00			0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
				$0.00		$0.00		$0.00	0.0	$0.00
TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00	**AMOUNT DUE THIS PERIOD**	**$0.00**

SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The CITY reserves the right to withhold moneys due the CONTRACTOR

to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 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 fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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SECTION 09900 METAL SURFACE PAINTING AND COATING

PART 1 - GENERAL

A. Description

This section includes materials and application of painting and coating systems for the following surfaces:

1. Submerged metal.
2. Exposed metal.
3. Buried metal.

For coating specifications pertaining to welded steel reservoirs, see Section 09902, Welded Steel Tank Coating.

B. Submittals

1. Submit shop drawings in accordance with the Section 01330.
2. Submit manufacturer's data sheets showing the following information:
    a. Percent solids by volume.
    b. Minimum and maximum recommended dry-film thickness per coat for prime, intermediate, and finish coats.
    c. Recommended surface preparation.
    d. Recommended thinners.
    e. Statement verifying that the specified prime coat is recommended by the manufacturer for use with the specified intermediate and finish coats.
    f. Application instructions including recommended equipment and temperature limitations.
    g. Curing requirements and instructions.
3. Submit color swatches.
4. Submit certificate identifying the type and gradation of abrasives used for surface preparation.
5. Submit material safety data sheets for each coating.

PART 2 - MATERIALS

A. Painting and Coating Systems

The following index lists the various painting and coating systems by service and generic type:

PAINT COATINGS SYSTEM INDEX

No.	Title	Generic Coating
	Submerged Metal Coating Systems	
7.	Submerged Metal, Potable or Nonpotable Water	Epoxy
	Exposed Metal Coating Systems	
10.	Exposed Metal, Corrosive Environment	High-build epoxy (two-coat system) with polyurethane topcoat
	Buried Metal Coating Systems	
21.	Buried Metal	Epoxy
24.	Buried Metal	Corrosion-resisting grease
	Coating Systems for Non Ferrous Metals	
54.	Aluminum Insulation from Concrete and Carbon Steel	Epoxy

These systems are specified in detail in the following paragraphs. For each coating, the required surface preparation, prime coat, intermediate coat (if required), topcoat, and coating thicknesses are described. Mil thicknesses shown are minimum dry-film thicknesses.

B. Submerged Metal Coating Systems

1. System No. 7--Submerged Metal, Potable or Nonpotable Water:

Type: Epoxy.

Service Conditions: For use with structures, valves, piping, or equipment immersed in potable or nonpotable water.

Surface Preparation: SSPC SP-10.

Coating System: Apply the manufacturer's recommended number of coats to attain the specified minimum coating thickness. Products: Devoe Bar-Rust 233H, Tnemec Series N140, Sherwin-Williams Tank Clad HS B62-80, Carboline Super Hi-Gard 891, Ameron 395, International Interline 785HS, Wisconsin Protective Coating Corp. Plasite 7133 or 9133, Keysite 740, Scotchkote 306, Engard 460 HS, or equal; 16 mils total. Color of topcoat: white.

C. Exposed Metal Coating Systems

1. System No. 10--Exposed Metal, Corrosive Environment:

Type: High-build epoxy finish coat having a minimum volume solids of 60%, with an inorganic zinc prime coat.

Service Conditions: For use with metal structures or pipes subjected to water condensation; chemical fumes, such as hydrogen sulfide; salt spray; and chemical contact.

Surface Preparation: SSPC SP-10.

Prime Coat: Self-curing, two-component inorganic zinc-rich coating recommended by the manufacturer for overcoating with a high-build epoxy finish coat. Minimum zinc content shall be 12 pounds per gallon. Apply to a thickness of 3 mils. Products: Tnemec 90-96, Devoe Catha-Coat 304 or 304V, International Interzinc 180HS, Ameron 9HS, Engard 519, Carboline 11 HS, Sherwin-Williams Zinc-Clad II Plus, or equal.

Finish Coat: Tnemec 104, ICI Devoe Devran 224 HS, International Interguard 760HS, Ameron 385, Engard 460 HS, Carboline 888 or 890, Sherwin-Williams Macropoxy 646 B58-600, or equal; 5 mils.

D. Buried Metal Coating Systems

1. System No. 21--Buried Metal:

Type: High solids epoxy or phenolic epoxy having a minimum volume solids of 80% (ASTM D 2697).

Service Conditions: Buried metal, such as valves, flanges, bolts, nuts, structural steel, and fittings.

Surface Preparation: SSPC SP-10.

Coating System: Apply three or more coats of Ameron 400, Tnemec 104 HS, Engard 480 HS, ICI Devoe Bar-Rust 233H, Carboline 890LT, Sherwin-Williams

Tank Clad HS B62-80 series, or equal; 30 mils total. Maximum thickness of an individual coating shall not exceed the manufacturer's recommendation.

2. System No. 24--Buried Metal:

Type: Corrosion-resisting grease.

Service Conditions: Buried metal, such as bolts, bolt threads, tie rods, and nuts.

Surface Preparation: SSPC SP-3 or SP-6.

Coating: NO-OX-ID GG-2 as manufactured by Sanchem, Inc. Apply to a minimum thickness of 1/4 inch.

E. Coating Systems for Non Ferrous Metals

1. System No. 54--Aluminum Insulation from Concrete and Carbon Steel:

Type: High solids epoxy or phenolic epoxy having a minimum volume solids of 80% (ASTM D 2697).

Service Conditions: Coat areas of aluminum grating, stairs, structural members or aluminum fabrications, in contact with concrete or carbon steel with this system.

Surface Preparation: Solvent or steam cleaning per SSPC SP-1; do not use alkali cleaning. Then dust blast.

Coating System: Apply three or more coats of Ameron 400, Tnemec 100, ICI Devoe Bar-Rust 233H, Sherwin-Williams Macropoxy B58-600, or equal; 30 mils total. Maximum thickness of an individual coating shall not exceed the manufacturer's recommendation.

F. Abrasives for Surface Preparation

1. Abrasives used for preparation of ferrous (excluding stainless steel) surfaces shall be one of the following:

a. 16 to 30 or 16 to 40 mesh silica sand or mineral grit.

b. 20 to 40 mesh garnet.

c. Crushed iron slag, 100% retained on No. 80 mesh.

d. SAE Grade G-40 or G-50 iron or steel grit.

PART 3 - EXECUTION

A. Weather Conditions

1. Do not paint in the rain, wind, snow, mist, and fog or when steel or metal surface temperatures are less than 5°F above the dew point.

2. Do not apply paint when the relative humidity is above 85%.

3. Do not paint when temperature of metal to be painted is above 120°F.

4. Do not apply alkyd, inorganic zinc, silicone aluminum, or silicone acrylic paints if air or surface temperature is below 40°F or expected to be below 40°F within 24 hours.

5. Do not apply epoxy, acrylic latex, and polyurethane paints on an exterior or interior surface if air or surface temperature is below 60°F or expected to drop below 60°F in 24 hours.

B. Surface Preparation Procedures

1. Remove oil and grease from metal surfaces in accordance with SSPC SP-1. Use clean cloths and cleaning solvents and wipe dry with clean cloths. Do not leave a film or greasy residue on the cleaned surfaces before abrasive blasting.

2. Do not abrasive blast or prepare more surface area in one day than can be coated in one day; prepare surfaces and apply coatings the same day. Remove sharp edges, burrs, and weld spatter.

3. For carbon steel, do not touch the surface between the time of abrasive blasting and the time the coating is applied. Apply coatings within two hours of blasting or before any rust bloom forms.

4. Surface preparation shall conform with the SSPC specifications as follows:

Solvent Cleaning	SP-1
Hand Tool Cleaning	SP-2
Power Tool Cleaning	SP-3
White Metal Blast Cleaning	SP-5
Commercial Blast Cleaning	SP-6
Brush-Off Blast Cleaning	SP-7
Pickling	SP-8
Near-White Blast Cleaning	SP-10
Power Tool Cleaning to Bare Metal	SP-11
Surface Preparation and Cleaning of Steel and Other Hard Materials by High- and Ultrahigh-Pressure Water Jetting Prior to Recoating	SP-12
Surface Preparation of Concrete	SP-13

5. Wherever the words “solvent cleaning,” “hand tool cleaning,” “wire brushing,” or “blast cleaning” or similar words are used in these specifications or in paint manufacturer’s specifications, they shall be understood to refer to the applicable SSPC (Steel Structure Painting Council), surface preparation specifications listed above.

6. For carbon steel surfaces, after abrasive blast cleaning, the height of the surface profile shall be 2 to 3 mils. If this cannot be achieved with the surface preparation named in the painting system, SSPC SP-5 may be required. Verify the surface profile by measuring with an impresser tape acceptable to the Owner’s Representative. Perform a minimum of one test per 100 square feet of surface area. Testing shall be witnessed by the Owner’s Representative. The impresser tape used in the test shall be permanently marked with the date, time, and locations where the test was made. Test results shall be promptly presented to the Owner’s Representative.

7. Do not apply any part of a coating system before the Owner’s Representative has reviewed the surface preparation. If coating has been applied without this review, if directed by the Owner’s Representative, remove the applied coating by abrasive blasting and reapply the coat in accordance with this specification.

C. Abrasive Blast Cleaning

1. Use dry abrasive blast cleaning for metal surfaces. Do not use abrasives in automatic equipment that have become contaminated. When shop or field blast cleaning with handheld nozzles, do not recycle or reuse blast particles.

2. After blast cleaning and prior to application of coating, dry clean surfaces to be coated by dusting, sweeping, and vacuuming to remove residue from blasting. Apply the specified primer or touch-up coating within the period of an eight-hour

working day. Do not apply coating over damp or moist surfaces. Reclean prior to application of primer or touch-up coating any blast cleaned surface not coated within said eight-hour period.

3. Keep the area of the work in a clean condition and do not permit blasting particles to accumulate and constitute a nuisance or hazard.

4. During sandblast cleaning, prevent damage to adjacent coatings. Schedule blast cleaning and coating such that dust, dirt, blast particles, old coatings, rust, mill scale, etc., will not damage or fall upon wet or newly coated surfaces.

D. Procedures for Items Having Shop-Applied Prime Coats

1. After application of primer to surfaces, allow coating to cure for a minimum of two hours before handling to minimize damage.

2. When loading for shipment to the project site, use spacers and other protective devices to separate items to prevent damaging the shop-primed surfaces during transit and unloading. If wood spacers are used, remove wood splinters and particles from the shop-primed surfaces after separation. Use padded chains or ribbon binders to secure the loaded items and minimize damage to the shop-primed surfaces.

3. Cover shop-primed items 100% with protective coverings or tarpaulins to prevent deposition of road salts, fuel residue, and other contaminants in transit.

4. Handle shop-primed items with care during unloading, installation, and erection operations to minimize damage. Do not place or store shop-primed items on the ground or on top of other work unless ground or work is covered with a protective covering or tarpaulin. Place shop-primed items above the ground upon platforms, skids, or other supports.

E. Field Touch-Up of Shop-Applied Prime Coats

1. Remove oil and grease surface contaminants on metal surfaces in accordance with SSPC SP-1. Use clean rags wetted with a degreasing solution, rinse with clean water, and wipe dry.

2. Remove dust, dirt, salts, moisture, chalking primers, or other surface contaminants that will affect the adhesion or durability of the coating system. Use a high-pressure water blaster or scrub surfaces with a broom or brush wetted with a solution of trisodium phosphate, detergent, and water. Before applying intermediate or finish coats to inorganic zinc primers, remove any soluble zinc salts that have formed by means of scrubbing with a stiff bristle brush. Rinse scrubbed surfaces with clean water.

3. Remove loose or peeling primer and other surface contaminants not easily removed by the previous cleaning methods in accordance with SSPC SP-7. Take care that remaining primers are not damaged by the blast cleaning operation. Remaining

primers shall be firmly bonded to the steel surfaces with blast cleaned edges feathered.

4. Remove rust, scaling, or primer damaged by welding or during shipment, storage, and erection in accordance with SSPC SP-10. Take care that remaining primers are not damaged by the blast cleaning operation. Areas smaller than 1 square inch may be prepared per SSPC SP-11. Remaining primers shall be firmly bonded to the steel surfaces with cleaned edges feathered.

5. Use repair procedures on damaged primer that protects adjacent primer. Blast cleaning may require the use of lower air pressure, smaller nozzles, and abrasive particle sizes, short blast nozzle distance from surface, shielding, and/or masking.

6. After abrasive blast cleaning of damaged and defective areas, remove dust, blast particles, and other debris by dusting, sweeping, and vacuuming; then apply the specified touch-up coating.

7. Surfaces that are shop primed with inorganic zinc primers shall receive a field touch-up of organic zinc primer per System No. 18 to cover scratches or abraded areas.

8. Surfaces that are shop primed shall receive a field touch-up of the same primer used in the original prime coat.

F. Painting Systems

1. All materials of a specified painting system, including primer, intermediate, and finish coats, shall be produced by the same manufacturer. Thinners, cleaners, driers, and other additives shall be as recommended by the paint manufacturer for the particular coating system.

2. Deliver paints to the jobsite in the original, unopened containers.

G. Paint Storage and Mixing

1. Store and mix materials only in areas designated for that purpose by the Owner's Representative. The area shall be well-ventilated, with precautionary measures taken to prevent fire hazards. Post "No Smoking" signs. Storage and mixing areas shall be clean and free of rags, waste, and scrapings. Tightly close containers after each use. Store paint at an ambient temperature from 50°F to 100°F.

2. Prepare multiple-component coatings using all of the contents of the container for each component as packaged by the paint manufacturer. Do not use partial batches. Do not use multiple-component coatings that have been mixed beyond their pot life. Provide small quantity kits for touch-up painting and for painting other small areas. Mix only the components specified and furnished by the paint manufacturer. Do not intermix additional components for reasons of color or otherwise, even within the same generic type of coating.

H. Procedures for the Application of Coatings

1. Conform to the requirements of SSPC PA-1. Follow the recommendations of the coating manufacturer including the selection of spray equipment, brushes, rollers, cleaners, thinners, mixing, drying time, temperature and humidity of application, and safety precautions.

2. Stir, strain, and keep coating materials at a uniform consistency during application. Power mix components. For multiple component materials, premix each component before combining. Apply each coating evenly, free of brush marks, sags, runs, and other evidence of poor workmanship. Use a different shade or tint on succeeding coating applications to indicate coverage where possible. Finished surfaces shall be free from defects or blemishes.

3. Do not use thinners unless recommended by the coating manufacturer. If thinning is allowed, do not exceed the maximum allowable amount of thinner per gallon of coating material. Stir coating materials at all times when adding thinner. Do not flood the coating material surface with thinner prior to mixing. Do not reduce coating materials more than is absolutely necessary to obtain the proper application characteristics and to obtain the specified dry-film thicknesses.

4. Remove dust, blast particles, and other debris from blast cleaned surfaces by dusting, sweeping, and vacuuming. Allow ventilator fans to clean airborne dust to provide good visibility of working area prior to coating applications. Remove dust from coated surfaces by dusting, sweeping, and vacuuming prior to applying succeeding coats.

5. Apply coating systems to the specified minimum dry-film thicknesses as measured from above the peaks of the surface profile.

6. Apply primer immediately after blast cleaning and before any surface rusting occurs, or any dust, dirt, or any foreign matter has accumulated. Reclean surfaces by blast cleaning that have surface colored or become moist prior to coating application.

7. Apply a brush coat of primer on welds, sharp edges, nuts, bolts, and irregular surfaces prior to the application of the primer and finish coat. Apply the brush coat prior to and in conjunction with the spray coat application. Apply the spray coat over the brush coat.

8. Before applying subsequent coats, allow the primer and intermediate coats to dry for the minimum curing time recommended by the manufacturer. In no case shall the time between coats exceed the manufacturer’s recommendation.

9. Each coat shall cover the surface of the preceding coat completely, and there shall be a visually perceptible difference in applied shade or tint of colors.

10. Applied coating systems shall be cured at 75°F or higher for 48 hours. If temperature is lower than 75°F, curing time shall be in accordance with printed recommendations of the manufacturer, unless otherwise allowed by the Owner's Representative.

11. Assembled parts shall be disassembled sufficiently before painting or coating to ensure complete coverage by the required coating.

I. Surfaces Not To Be Coated

Do not paint the following surfaces unless otherwise noted in the drawings or in other specification sections. Protect during the painting of adjacent areas:

1. Concrete walkways.

2. Mortar-coated pipe and fittings.

3. Stainless steel.

4. Metal letters.

5. Glass.

6. Roofings.

7. Fencing.

8. Copper tubing, red brass piping, and PVC piping except where such piping occurs in rooms where the walls are painted, or required for color coding.

9. Electrical fixtures except for factory coatings.

10. Nameplates.

11. Grease fittings.

12. Brass and copper, submerged.

13. Buried pipe, unless specifically required in the piping specifications.

14. Fiberglass items, unless specifically required in the FRP specifications.

15. Aluminum handrail, stairs, and grating.

J. Protection of Surfaces Not To Be Painted

Remove, mask, or otherwise protect hardware, lighting fixtures, switchplates, aluminum surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted. Provide drop cloths to prevent paint materials

from falling on or marring adjacent surfaces. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process. Mask openings in motors to prevent paint and other materials from entering the motors.

K. Surfaces To Be Coated

The exact coating to be applied in any location is not designated by the descriptive phrases in the coating system titles such as "corrosive environment," "buried metal," or "submerged metal." Coat surfaces with the specific coating systems as described below:

1. Coat aboveground and exposed piping or piping in vaults and structures as described in the various piping specifications. Color of finish coat shall be as selected by the Owner.

2. Coat valves as described in the various valve specifications.

3. Coat buried flanges, nuts and bolts, valves, flexible pipe couplings, exposed rebar in thrust blocks, and valve boxes per System No. 21. Coat buried bolt threads, tie bolt threads, and nuts per System No. 24.

L. Dry-Film Thickness Testing

1. Measure coating thickness specified for metal surfaces with a magnetic-type dry-film thickness gauge. Provide certification that the gauge has been calibrated by a certified laboratory within the past six months. Provide dry-film thickness gauge as manufactured by Mikrotest or Elcometer.

2. Test the finish coat of metal surfaces (except zinc primer and galvanizing) for holidays and discontinuities with an electrical holiday detector, low-voltage, wet-sponge type. Provide measuring equipment. Provide certification that the gauge has been calibrated by a certified laboratory within the past six months. Provide detector as manufactured by Tinker and Rasor or K-D Bird Dog.

3. For metal surfaces, make five separate spot measurements (average of three readings) spaced evenly over each 100 square feet of area (or fraction thereof) to be measured. Make three readings for each spot measurement of either the substrate or the paint. Move the probe or detector a distance of 1 to 3 inches for each new gauge reading. Discard any unusually high or low reading that cannot be repeated consistently. Take the average (mean) of the three readings as the spot measurement. The average of five spot measurements for each such 100 square foot area shall not be less than the specified thickness. No single spot measurement in any 100 square foot area shall be less than 80%, nor more than 120%, of the specified thickness. One of three readings which are averaged to produce each spot measurement may underrun by a greater amount.

4. Perform tests in the presence of the Owner's Representative.

M. Repair of Improperly Coated Surfaces

If the item has an improper finish color or insufficient film thickness, clean and topcoat the surface with the specified paint material to obtain the specified color and coverage. Sandblast or power-sand visible areas of chipped, peeled, or abraded paint, feathering the edges. Then prime and finish coat in accordance with the specifications. Work shall be free of runs, bridges, shiners, laps, or other imperfections.

N. Cleaning

1. During the progress of the work, remove discarded materials, rubbish, cans, and rags at the end of each day's work.

2. Thoroughly clean brushes and other application equipment at the end of each period of use and when changing to another paint or color.

3. Upon completion of painting work, remove masking tape, tarps, and other protective materials, using care not to damage finished surfaces.

END OF SECTION

SECTION 15050 GENERAL PIPING REQUIREMENTS

PART 1 - GENERAL

A. Description

This section describes the general requirements for selecting piping materials; selecting the associated bolts, nuts, and gaskets for flanges for the various piping services in the project; and miscellaneous piping items.

B. Submittals

1. Submit shop drawings in accordance with Section 01330.

2. Submit affidavit of compliance with referenced standards (e.g., AWWA, ANSI, ASTM, etc.).

3. Submit certified copies of mill test reports for bolts and nuts, including coatings if specified. Provide recertification by an independent domestic testing laboratory for materials originating outside of the United States.

4. Submit manufacturer's data sheet for gaskets supplied showing dimensions and bolting recommendations.

5. Submit manufacturer's data sheet for insulating unions, showing recommended installation procedures.

C. Definitions of Buried and Exposed Piping

1. Buried piping is piping buried in the soil, commencing at the wall or beneath the slab of a structure. Where a coating is specified, provide the coating up to the structure wall. Piping encased in concrete is considered to be buried. Do not coat encased pipe.

2. Exposed piping is piping in any of the following conditions or locations:

    a. Above ground.

    b. Inside buildings, vaults, or other structures.

    c. In underground concrete trenches or galleries.

PART 2 - MATERIALS

A. Materials Selection and Alternative Materials

1. The drawings may show alternative piping materials for certain services. In such cases, the same pipe material shall be used for all pipe sizes in all locations for the given piping service. Do not intermix piping materials.

B. Thread Forming for Stainless Steel Bolts

Form threads by means of rolling, not cutting or grinding.

C. Bolts and Nuts for Flanges for Steel and Ductile Iron Piping

1. Bolts and nuts for buried or submerged Class 150 flanges shall conform to ASTM A307 Grade B.

2. Not used

3. Bolts and nuts used in flange insulation kits shall conform to ASTM A307 Grade B.

4. Provide washers for each nut. Washers shall be of the same material as the nuts.

D. Lubricant for Stainless Steel Bolts and Nuts

Not used

E. Gaskets for Flanges for Steel and Ductile-Iron Piping and Fittings in Water Service

Gaskets shall be ring type, 1/8-inch thick, non-asbestos, aramid fibers with nitrile binder. Gaskets shall have "nominal" pipe size inside diameters not the inside diameters per ANSI B16.21. Products: Garlock Blue-Gard 3000, Tripac #5000 or equal.

PART 3 - EXECUTION

A. Installing Flanged Piping

1. Set pipe with the flange bolt holes straddling the pipe horizontal and vertical centerline. Install pipe without springing, forcing, or stressing the pipe or any adjacent connecting valves or equipment. Before bolting up, align flange faces to the design plane within 1/16 inch per foot measured across any diameter. Align flange boltholes within 1/8-inch maximum offset.

2. Clean flanges by wire brushing before installing flanged fittings. Clean flange bolts and nuts by wire brushing, lubricate carbon steel bolts with oil and graphite, and tighten nuts uniformly and progressively.

3. Bolt lengths shall extend completely through their nuts. Any which fail to do so shall be considered acceptably engaged if the lack of complete engagement is not more than one thread.

4. Do not use more than one gasket between contact faces in assembling a flanged joint.

5. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reset or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

END OF SECTION

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SECTION 15100 MANUAL, CHECK, PRESSURE REDUCING, AND PROCESS VALVES

PART 1 - GENERAL

A. Description

This section includes materials, testing, and installation of manually operated valves, check valves, pressure reducing, and process valves including gate and butterfly valves.

B. Related Work Specified Elsewhere

1. Painting and Coating: 09900.
2. General Piping Requirements: 15050.
3. Air-Release and Vacuum-Relief Valves: 15108.
4. Pressure Testing of Piping: 15144.

C. Submittals

1. Submit shop drawings in accordance with Section 01330.
2. Submit manufacturer's catalog data and detail construction sheets showing all valve parts. Describe each part by material of construction, specification (such as AISI, ASTM, SAE, or CDA), and grade or type.
3. Show valve dimensions including laying lengths. Show port sizes. Show dimensions and orientation of valve actuators, as installed on the valves. Show location of internal stops for gear actuators. State differential pressure and fluid velocity used to size actuators. For worm gear actuators, state the radius of the gear sector in contact with the worm and state the handwheel diameter.
4. Show valve linings and coatings. Submit manufacturer's catalog data and descriptive literature.
5. Submit copies of a report verifying that the valve interior linings and exterior coatings have been tested for holidays and lining thickness. Describe test results and repair procedures for each valve. Do not ship valves to project site until the reports have been returned by the Owner's Representative as approved.
6. For butterfly valves, show the clear diameter or size of the port. Show the actual area of the port as a percentage of the area as calculated for the nominal valve size.

PART 2 - MATERIALS

A. General

1. Install valves complete with operating handwheels or levers, chainwheels, extension stems, floor stands, gear actuators, operating nuts, chains, and wrenches required for operation.

2. Valves shall have the name of the manufacturer and the size of the valve cast or molded onto the valve body or bonnet or shown on a permanently attached plate.

3. For buried locations, valves with mechanical joint ends may be substituted for the flanged ends specified provided the mechanical joint ends are compatible with the pipe ends.

B. Valve Actuators

1. Provide 2-inch AWWA operating nuts for buried and submerged valves.

2. Provide enclosed gear actuators on butterfly, ball, and plug valves 8 inches and larger, unless electric valve actuators are shown in the drawings. Gear actuators for valves 8 inches through 20 inches shall be of the worm and gear, or of the traveling nut type.

3. Provide gear actuators on gate valves 14 inches and larger, unless electric valve actuators are shown in the drawings. Gear actuators shall be of the bevel or spur gear type. Provide grease case. Gearing shall comply with AWWA C500.

4. Design gear actuators assuming that the differential pressure across the plug or disc is equal to the pressure rating of the valve and assuming a line fluid temperature range of 50°F to 100°F unless otherwise required in the detailed valve specifications.

5. Gear actuators shall be enclosed, oil lubricated, with seals provided on shafts to prevent entry of dirt and water into the actuator. Gear actuators for valves located above ground or in vaults and structures shall have handwheels. The actuators for valves in exposed service shall contain a dial indicating the position of the valve disc or plug. Gear actuators for buried or submerged valves shall have 2-inch-square AWWA operating nuts.

6. For buried or submerged service, provide watertight shaft seals and watertight valve and actuator cover gaskets. Provide totally enclosed actuators designed for buried or submerged service.

7. Traveling nut and worm and gear actuators shall be of the totally enclosed design so proportioned as to permit operation of the valve under full differential pressure rating of the valve with a maximum pull of 80 pounds on the handwheel or crank.

Provide stop limiting devices in the actuators in the open and closed positions. Actuators shall be of the self-locking type to prevent the disc or plug from creeping. Design actuator components between the input and the stop-limiting devices to withstand without damage a pull of 200 pounds for handwheel or chainwheel actuators and an input torque of 300 foot-pounds for operating nuts when operating against the stops.

8. Handwheel diameters for traveling nut actuators shall not exceed 8 inches for valves 12 inches and smaller and shall not exceed 12 inches for valves 20 inches and smaller.

9. Self-locking worm gear shall be a one-piece design of gear bronze material (ASTM B 427; or ASTM B 584, Alloy C86200), accurately machine cut. Actuators for eccentric and lubricated plug valves may use ductile-iron gears provided the gearing is totally enclosed with spring-loaded rubber lip seals on the shafts. The worm shall be hardened alloy steel (ASTM A 322, Grade G41500 or G41400; or ASTM A 148, Grade 105-85), with thread ground and polished. Support worm gear shaft at each end by ball or tapered roller bearings. The reduction gearing shall run in a proper lubricant. The handwheel diameter shall be no more than twice the radius of the gear sector in contact with the worm. Worm gear actuators shall be Limitorque Model HBC, EIM Series W, or equal.

10. Design actuators on buried valves to produce the required torque on the operating nut with a maximum input of 150 foot-pounds.

11. Valve actuators, handwheels, or levers shall open by turning counterclockwise.

C. Cast-Iron Valve Boxes for Buried Valves

1. Valve cans shall be slip can type, 8” diameter with extension as manufactured by R.K. Industries, 20 GA. Galvanized steel, or approved equal. Cast iron gate cap to be manufactured by Dayton Foundry, or approved equal, and shall be marked “Water”. For detail see drawing A-20514, which is included in the Appendix.

2. Coat buried cast-iron pieces per Section 09900, System No. 21.

D. Extension Stems for Buried and Submerged Valve Actuators

1. Where the depth of the valve is such that its centerline is more than 4 feet below grade, provide operating extension stems to bring the operating nut to a point 6 inches below the surface of the ground and/or box cover. Where the valve is submerged, provide operating extension stems to bring the operating nut to 6 inches above the water surface. Extension stems shall be steel, solid core, and shall be complete with 2-inch-square operating nut. The connections of the extension stems to the operating nuts and to the valves shall withstand without damage a pull of 300 foot-pounds.

2. Extension stem diameters shall be as tabulated below:

Valve Size (inches)	Minimum Extension Stem Diameter (inches)
6	1
8	1-1/8
10, 12	1-1/4
14	1-3/8
16, 18	1-1/2

E. Bolts and Nuts for Flanged Valves

Bolts and nuts for flanged valves shall be as described in Section 15050.

F. Gaskets for Flanges

Gaskets for flanged end valves shall be as described in Section 15050.

G. Painting and Coating

1. Coat metal valves located above ground or in vaults and structures the same as the adjacent piping.

2. Coat buried metal valves at the place of manufacture per Section 09900, System No. 21.

3. Coat submerged metal valves, stem guides, extension stems, and bonnets at the place of manufacture per Section 09900, System No. 7.

4. Line the interior metal parts of metal valves 4 inches and larger, excluding seating areas and bronze and stainless steel pieces, per Section 09900, System No. 7. Apply lining at the place of manufacture.

5. Test the valve interior linings and exterior coatings at the factory with a low-voltage (22.5 to 80 volts, with approximately 80,000-ohm resistance) holiday detector, using a sponge saturated with a 0.5% sodium chloride solution. The lining shall be holiday free.

6. Measure the thickness of the valve interior linings per Section 09900. Repair areas having insufficient film thickness per Section 09900.

H. Packing, O-Rings, and Gaskets

Unless otherwise stated in the detailed valve specifications, packing, O-rings, and gaskets shall be one of the following nonasbestos materials:

1. Teflon.

2. Kevlar aramid fiber.

3. Acrylic or aramid fiber bound by nitrile. Products: Garlock "Bluegard," Klinger "Klingersil C4400," or equal.

4. Buna-N (nitrile).

I. Rubber Seats

Rubber seats shall be made of a rubber compound that is resistant to free chlorine and monochloramine concentrations up to 10 mg/l in the fluid conveyed.

J. Valves

1. Gate Valves:

a. Not Used

b. Ductile-Iron Resilient Wedge Gate Valves 4 Inches Through 36 Inches (AWWA C515):

Valves shall comply with AWWA C515 and the following. Valves shall be of the bolted-bonnet type with nonrising stems. Valve stems shall be Type 304 or 316 stainless steel or cast, forged, or rolled bronze. Provide operating nut for buried valves. Provide handwheel for exposed valves. Stem nuts shall be made of solid bronze. Bronze for internal working parts, including stems, shall not contain more than 2% aluminum nor more than 7% zinc. Bronze shall conform to ASTM B 62 or ASTM B 584 (Alloy C83600), except the stem bronze shall have a minimum tensile strength of 60,000 psi, a minimum yield strength of 30,000 psi, and a minimum of 10% elongation in 2 inches (ASTM B 584 or B 763, Alloy C87600 or C99500). Body bolts shall be 316 stainless steel. End connections for exposed valves shall be flanged. End connections for buried valves shall be mechanical joint or push-on type.

Provide reduction thrust bearings above the stem collar. Stuffing boxes shall be O-ring seal type with two rings located in stem above thrust collar. Each valve shall have a smooth unobstructed waterway free from any sediment pockets.

Valves shall be lined and coated at the place of manufacture with either fusion-bonded epoxy or heat-cured liquid epoxy. Minimum epoxy thickness shall be 8 mils.

Manufacturers: Clow, Mueller, American Flow Control, Waterous, Kennedy, or equal.

2. Butterfly Valves:

a. Thrust Bearings for Butterfly Valves:

Provide thrust bearings to hold the valve disc in the center of the valve seat. No bearings shall be mounted inside the valve body within the waterway. Do not use thrust bearings in which a metal bearing surface on the disc rubs in contact with an opposing metal surface on the inside of the body.

b. Bronze Components in Butterfly Valves:

Bronze components in contact with water shall comply with the following requirements:

Constituent	Content
Zinc	7% maximum
Aluminum	2% maximum
Lead	8% maximum
Copper + Nickel + Silicon	83% minimum

c. Actuator Sizing for Butterfly Valves:

Actuators shall be sized to produce valve shaft output torques equivalent to at least 75% of the torsional shear stress of the minimum required shaft diameters.

d. Port Sizes for Butterfly Valves:

For valves 24 inches and smaller, the actual port diameter shall be at least 93% of the nominal valve size. For valves larger than 24 inches, the port diameter shall not be more than 1.25 inches smaller than the nominal valve size. The dimension of the port diameter shall be the clear waterway diameter plus the thickness of the rubber seat.

e. Corrosion-Resistant Materials in Butterfly Valves:

Where AWWA C504 requires “corrosion resistant” material, such material shall be one of the following:

(1) Bronze as described above.

(2) Type 304 or 316 stainless steel.

(3) Monel (UNS N04400).

(4) Synthetic nonmetallic material.

f. Seating Surfaces in Butterfly Valves:

Seating surfaces shall be stainless steel or nickel-copper per AWWA C504 or nickel-chromium alloy containing a minimum of 72% nickel and a minimum of 14% chromium.

g. Flanged, Rubber-Seated Butterfly Valves 4 Inches and Larger, Class 150B:

Butterfly valves shall be short body, flanged type for exposed valves and valves in vaults or structures, and either flanged or mechanical joint for buried valves. Valve shall conform to AWWA C504, Class 150B. Minimum working differential pressure across the valve disc shall be 150 psi. Flanged ends shall be Class 125, ANSI B16.1. Valve shafts shall be Type 304 or 316 stainless steel. Valve shafts shall be stub shaft or one-piece units extending completely through the valve disc. Materials of construction shall be as follows:

Component	Material	Specification
Body	Cast iron or ductile iron	AWWA C 504
Exposed body capscrews and bolts and nuts	Stainless steel	ASTM A 276, Type 304 or 316
Discs	Cast iron, ductile iron, or Ni-Resist	AWWA C504
Disc fasteners, seat retention segments, and seat fastening devices	Stainless steel	ASTM A 276, Type 304 or 316
Seat material	Buna-N	--

Where the rubber seat is applied to the disc, it shall be bonded to a stainless steel seat retaining ring which is clamped to the disc by Type 304 or 316 stainless steel screw fasteners. The rubber valve seat shall be secured to or retained in the valve body. Valves shall be Pratt, DeZurik Series BAW, M&H, or equal.

3. Pressure Reducing Valves:

a. A water pressure reducing valve with integral strainer shall be installed as shown on the plans, in the locations directed by the Owner, where the supply main pressure exceeds 60 psi to reduce it to 50 psi or lower. The valve shall include a bronze body suitable for water supply pressures up to 400 psi. Provision shall be made to permit the bypass flow of water around the valve back into the main when pressures, due to thermal expansion on the outlet side of the valve, exceed the pressure in the main. Valves with built-in bypass

check valves are acceptable. Valve shall be a Watts Regulator Company Series N35B, or equal.

PART 3 - EXECUTION

A. Joints

1. Bolt holes of flanged valves shall straddle the horizontal and vertical centerlines of the pipe run to which the valves are attached. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

2. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

B. Installing Buried Valves

1. Connect the valve, coat the flanges, apply tape wrapping or polyethylene encasement, and place and compact the backfill to the height of the valve stem.

2. Place block pads under the extension pipe to maintain the valve box vertical during backfilling and repaving and to prevent the extension pipe from contacting the valve bonnet.

3. Mount the upper slip pipe of the extension in midposition and secure with backfill around the extension pipe. Pour the concrete ring allowing a depression so the valve box cap will be flush with the pavement surface.

4. In streets without concrete curbs and in open areas, install the valve box as for a paved area with concrete curb except include a marker post. Cut the marker post from 4-inch by 4-inch dense structural grade Douglas fir No. 2 surfaced on four sides to a length of 5 feet. Chamfer the top. Set the post in concrete, 2 feet into the ground, away from traffic, and to the side of the pipeline. Coat with a seal and finish coat of white alkyd exterior paint. On the side facing the valve, letter in black the word "VALVE" and the distance in feet from the marker post to the valve box cap.

C. Field Coating Buried Valves

1. Coat flanges of buried valves and the flanges of the adjacent piping, and the bolts and nuts of flanges and mechanical joints, per Section 09900, System No. 24.

D. Installing Extension Stem Guide Brackets

Install at 6- to 8-foot centers. Provide at least two support brackets for stems longer than 10 feet, with one support near the bottom of the stem and one near the top.

E. Mounting Gear Actuators

The valve manufacturer shall select and mount the gear actuator and accessories on each valve and stroke the valve from fully open to fully closed prior to shipment.

F. Field Installation of Gear Actuator

Provide the actuator manufacturer's recommended lubricating oil in each actuator before commencing the field testing.

G. Valve Leakage Testing

Test valves for leakage at the same time that the connecting pipelines are tested. See Section 15144 for pressure testing requirements. Protect or isolate any parts of valves, actuators, or control and instrumentation systems whose pressure rating is less than the pressure test. Valves shall show zero leakage. Repair or replace any leaking valves and retest.

H. Valve Field Testing

1. Operate manual valves through three full cycles of opening and closing. Valves shall operate from full open to full close without sticking or binding. Do not backfill buried valves until after verifying that valves operate from full open to full closed. If valves stick or bind, or do not operate from full open to full closed, repair or replace the valve and repeat the tests.

2. Gear actuators shall operate valves from full open to full close through three cycles without binding or sticking. The pull required to operate handwheel- or chainwheel-operated valves shall not exceed 80 pounds. The torque required to operate valves having 2-inch AWWA nuts shall not exceed 150 ft-lbs. If actuators stick or bind or if pulling forces and torques exceed the values stated previously, repair or replace the actuators and repeat the tests. Operators shall be fully lubricated in accordance with the manufacturer's recommendations prior to operating.

END OF SECTION

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SECTION 15108 AIR-RELEASE AND VACUUM-RELIEF VALVES

PART 1 - GENERAL

A. Description

This section includes materials and installation of combination air-release valves, for water service.

B. Related Work Specified Elsewhere

1. Painting and Coating: 09900.

2. Pressure Testing of Piping: 15144.

C. Submittals

1. Submit shop drawings in accordance with the Special Conditions.

2. Submit manufacturer's catalog data and detail drawings showing all valve parts and describe by material of construction, specification (such as AISI, ASTM, SAE, or CDA), and grade or type. Show linings and coatings.

PART 2 - MATERIALS

A. Valve Design and Operation

1. Valve design shall comply with AWWA C512, except as modified herein. Class 150 valves shall have a maximum working pressure of at least 150 psi. Class 300 valves shall have a maximum working pressure of at least 300 psi. Class 500 valves shall have a maximum working pressure of at least 500 psi.

2. Combination air valves 3 inches and smaller shall have a float with lever arm to actuate a poppet valve. A needle shall be attached to the float arm. The poppet valve shall serve to admit large quantities of air when the pipeline drains. The needle shall serve to release small quantities of air as the pipeline fills or as air accumulates in the pipeline.

B. Materials of Construction

1. Materials of construction for combination air valves for water service shall be as follows:

Item	Material	Specification
Body and cover	Cast iron	ASTM A 48, Class 35; or ASTM A 126, Class B
Float, lever or linkage, air release mechanism, poppet, guide rod, guide bushings, fasteners, other internal metal parts	Stainless steel	AISI Type 316
Plugs	Bronze	See paragraph 5 below
Seat, plunger, needle	Buna-N	--

2. Bronze shall have the following chemical characteristics:

Constituent	Content
Zinc	7% maximum
Aluminum	2% maximum
Lead	8% maximum
Copper + Nickel + Silicon	83% minimum

3. Rubber seats shall be made of a rubber compound that is resistant to free chlorine and monochloramine concentrations up to 10 mg/l in the fluid conveyed.

4. Body and cover bolts, nuts, and capscrews shall be Type 316 stainless steel.

C. Seating

Valves shall seat driptight at a pressure of 1 psi.

D. Valve End Connections

1. Valves 2 inches and smaller shall have threaded ends. Valves 3 inches and larger shall have flanged ends.

2. Flanges for Class 150 valves shall comply with ANSI B16.1, Class 125. Flanges for Class 300 valves shall comply with ANSI B16.1, Class 250.

3. Threaded ends shall comply with ANSI B1.20.1.

E. Valves

1. Combination Air Valves, Single Body, Class 300: Valves shall have a maximum working pressure of 300 psi. Valves shall be APCO series 140C & 150C, Val-Matic series 200C, Crispin UL10, UL20, UL30, UL41, C61 & C81, or approved equal.

PART 3 - EXECUTION

A. Lining and Coating

1. Coat cast-iron valves per Section 09900, System No. 10. Apply the specified prime and finish coats at the place of manufacture.

2. Coat interior surfaces of cast-iron valves at the place of manufacture per Section 09900, System No. 7. Do not coat seating areas and plastic, bronze, stainless steel, or other high alloy parts.

B. Installation

1. Clean flanges by wire brushing before installing flanged valves. Clean flange bolts and nuts by wire brushing, lubricate threads with oil and graphite, and tighten nuts uniformly and progressively. If flanges leak under pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts, and retest the joints. Joints shall be watertight.

2. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

C. Valve Pressure Testing

Test valves at the same time that the connecting pipelines are pressure tested. See Section 15144 for pressure testing requirements. Protect or isolate any parts of valves, operators, or control and instrumentation systems whose pressure rating is less than the test pressure.

D. Air and Vacuum Valve

Construct Air and Vacuum Valve per City of Redlands standard detail A-20515.

END OF SECTION

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SECTION 15122 PIPE COUPLINGS

PART 1 - GENERAL

A. Description

This section includes materials and installation of flexible gasketed sleeve-type compression pipe couplings for steel and ductile iron pipe; and couplings for connecting different pipe materials.

B. Related Work Specified Elsewhere

1. Painting and Coating: 09900.

2. Pressure Testing of Piping: 15144.

C. Submittals

1. Submit shop drawings in accordance with Section 01330.

2. Submit manufacturer's catalog data on flexible pipe couplings. Show manufacturer's model or figure number for each type of coupling or joint for each type of pipe material for which couplings are used. Show coatings.

3. Submit manufacturer's recommended torques to which the coupling bolts shall be tightened for the flexible gasketed sleeve-type compression pipe couplings.

4. Show materials of construction by ASTM reference and grade. Show dimensions.

5. Show number, size, and material of construction of tie rods and lugs for each thrust harness on the project.

PART 2 - MATERIALS

A. Coupling System Design and Component Unit Responsibility

Gaskets, bolts, nuts, glands, end rings, and hardware for pipe couplings of all types shall be furnished by the manufacturer of the pipe coupling and shall be designed as an integral system by the pipe coupling manufacturer. Gaskets shall be designed for the coupling and appropriately sized to provide a watertight seal at the design pressure and temperature. Gaskets, bolts, nuts, glands, end rings, and hardware for pipe couplings shall be shipped with the pipe coupling and shall be clearly labeled indicating the origin of the material, including place and date of manufacture. Manufacturer's printed installation instructions shall be packaged with each pipe coupling.

B. Steel Flexible Pipe Couplings

1. Steel couplings shall have center sleeves and end rings made of carbon Type 304 stainless steel conforming to AWWA C219, Section 4. Minimum center sleeve length shall be 5 inches for pipe sizes 3/4 inch through 4-1/2 inches, 7 inches for pipe sizes 5 inches through 24 inches, and 10 inches for pipe sizes larger than 24 inches.

2. Sleeve bolts shall be ASTM A307 Grade A per AWWA C219, Section 4.

3. Steel end rings shall be cast, forged, or hot rolled in one piece. Do not use rings fabricated from two or more shapes.

4. Wall thickness of sleeve shall be at least that specified for the size of pipe in which the coupling is to be used.

C. Ductile-Iron Flexible Pipe Couplings

1. Couplings shall have center sleeves and end rings made of ductile iron conforming to AWWA C219, Section 4.

2. Sleeve bolts ASTM A307 Grade A per AWWA C219, Section 4.

D. Flexible Pipe Couplings for Plain-End Steel Pipe

Couplings shall be steel, Dresser Style 38, Smith-Blair Type 411, Romac Style 501, or equal.

E. Flexible Pipe Couplings for Plain-End Ductile-Iron Pipe

1. Couplings for pipe 12 inches and smaller shall be cast iron, Dresser Style 153, Smith-Blair Type 441, Romac Style 501, or equal.

2. Couplings for pipe larger than 12 inches shall be cast iron or steel, Dresser Style 38 or 153, Smith-Blair Style 411, Romac Style 501, or equal.

F. Restrained Pipe Couplings for Plain-End Ductile-Iron and PVC Pipe

Couplings shall be a ductile iron mechanical joint solid sleeve by Tyler Union or approved equal with restrained joints per Section 15240.

G. Transition Couplings

Couplings for connecting different pipes having different outside diameters shall be steel: Dresser Style 62 or 162, Smith-Blair Series 413, Romac Style 501, or equal. Couplings shall have an internal full circumference ring pipe stop at the midpoint of the coupling. ID of coupling pipe stop shall equal ID of smaller diameter pipe.

H. Flanged Coupling Adapters for Steel Pipe

Adapters for steel pipe shall be steel: Dresser Style 128, Smith-Blair Type 913, or equal. Flange ends shall match the flange of the connecting pipe; see detail piping specifications.

I. Flanged Coupling Adapters for Cast- and Ductile-Iron Pipe

1. Adapters for cast- and ductile-iron pipe 12 inches and smaller shall be cast iron: Dresser Style 127, Smith-Blair Series 912, or equal.

2. Adapters for cast- and ductile-iron pipe larger than 12 inches shall be steel: Dresser Style 128, Smith-Blair Type 913, or equal.

3. Flange ends shall match the flange of the connecting pipe; see detail piping specifications.

PART 3 - EXECUTION

A. Installation of Flexible Pipe Couplings

1. Clean oil, scale, rust, and dirt from pipe ends. Clean gaskets in flexible pipe couplings before installing.

2. Lubricate bolt threads with graphite and oil prior to installation.

B. Painting and Coating

1. Coat buried flexible pipe couplings (including joint harness assemblies), transition couplings, segmented sleeve couplings, and flanged coupling adapters per Section 09900, System No. 21. Coat buried bolt threads, tie bolt threads, and nuts per Section 09900, System No. 24. Then wrap the couplings with cold-applied wax tape per Section 09952 and with polyethylene wrap per Section 09954.

2. Line flexible pipe couplings and segmented sleeve couplings with epoxy per Section 09900, System No. 7.

C. Hydrostatic Testing

Hydrostatically test flexible pipe couplings, expansion joints, segmented sleeve couplings, and expansion compensators in place with the pipe being tested. Test in accordance with Section 15144.

END OF SECTION

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SECTION 15123 CORPORATION STOPS AND SERVICE SADDLES

PART 1 - GENERAL

A. Description

This section includes materials and installation of service saddles and corporation stops. Note that per California Senate Bill AB 1953, all service brass (except service saddles) installed in any public water system starting January 1, 2010 shall contain no more than 0.25% lead by weight.

B. Related Work Specified Elsewhere

1. Painting and Coating: 09900.

2. Pressure Testing of Piping: 15144.

3. AWWA C800

C. Submittals

1. Submit shop drawings in accordance with the Special Conditions.

2. Submit manufacturer's catalog data and descriptive literature showing dimensions and materials of construction by ASTM reference and grade. Show coatings.

PART 2 - MATERIALS

A. Corporation Stops

Corporation stops shall be bronze (ASTM B 62). All corporation stops shall be manufactured and tested in accordance with AWWA C800, latest revision.

Corporation stops shall be Jones J-1937, or approved equal, for 3/4" up to 2".

B. Service Saddles for Ductile-Iron, and PVC (AWWA C900 and C909) Pipe

1. Type 1 service saddles shall be of the double-strap type. Bodies shall be malleable iron (ASTM A 47 or A 197). Straps shall be forged steel (ASTM A 105, A 181, or A 182). Tap sizes on the outlet shall be 3/4 inch through 2 inches to accommodate the connecting piping or corporation stops. Service saddles shall be Dresser Style 91, Rockwell Type 313, or equal.

2. Type 2 service saddles shall be of the double-strap type. Straps and bodies shall be bronze or silicon bronze. Tap sizes on the outlet shall be 3/4 inch through 2 inches

to accommodate the connecting piping or corporation stops. Service saddles shall be James Jones J-979 (for ductile-iron and AC pipe), J-969 (for PVC pipe), Mueller, or equal.

3. Use Type 2 saddles unless plans direct otherwise.

C. Service Saddles for Schedule 40 and 80 PVC Pipe

Service saddles shall be malleable iron (ASTM A 47 or A 197) or bronze (ASTM B 61 or B 62), using interlocking lugs and a single bolt to hold the saddle in place. Tap sizes on the outlet shall be 3/4 inch or 1 inch to accommodate the connecting piping or corporation stops. Service saddles shall be Dresser Style 194, Rockwell Models 395 or 397, or equal.

D. Service Saddles With Grooved-End Outlet for Steel Pipe

Service saddles with grooved-end outlets for use on steel pipe having outside diameters conforming to ANSI B36.10 shall have malleable iron (ASTM A 47 or A 197) or ductile-iron (ASTM A 536) bodies. Gasket shall conform to ASTM D 2000. Bolts shall conform ASTM A 193, Grade B8, Class 2. Provide a locating collar in the upper housing to engage the tapped outlet hole in the pipe and provide a rigid, nonrotating position. Working pressure shall be at least 300 psi. Outlets shall be grooved end, conforming to AWWA C606, Table 3. Service saddles shall be Victaulic Style 920 or equal.

PART 3 - EXECUTION

A. Installation of Service Saddles

Install service saddles with the gaskets seated on the pipe so that zero leakage is obtained. Tighten bolts to the torque recommended by the manufacturer.

B. Painting and Coating of Service Saddles

1. Coat service saddles located above ground or in vaults and structures the same as the piping to which they are attached. Apply prime coat at factory. Color of finish coat shall match the color of the pipe to which the service saddle is connected.

END OF SECTION

SECTION 15141 DISINFECTION OF PIPING

PART 1 - GENERAL

1.01 DESCRIPTION

This section describes requirements for disinfection by chlorination of potable and recycled water mains, services, pipe appurtenances and connections.

1.02 REFERENCED STANDARDS

The publications listed below form part of this specification to the extent referenced and are referred to in the text by the basic designation only. Reference shall be made to the latest edition of said standards unless otherwise called for.

AWWA B300 - Standard for Hypochlorites
AWWA B301 - Standard for Liquid Chlorine
AWWA C651 - Disinfecting Water Mains

1.03 RELATED WORK SPECIFIED ELSEWHERE

AWWA Standard Methods for the Examination of Water and Waste Water
WAS Standard Specifications 15000, 15044, 15056, 15057, 15061, and 15064

1.04 SERVICE APPLICATION

A. All water mains and appurtenances taken out of service for inspection, repairs, or other activity that might lead to contamination shall be disinfected before they are returned to service.

B. All new water mains and temporary pipelines shall be disinfected prior to connection to the City of Redlands existing system.

C. All components incorporated into a connection to the City of Redlands existing system shall be disinfected prior to installation.

1.05 SUBMITTALS

A written disinfection and dechlorination plan, including all methods and equipment to be used, shall be signed by the person responsible for performing the work and shall be submitted to the City for approval prior to starting disinfection operations.

1.06 DELIVERY, STORAGE AND HANDLING

Chlorination and dechlorination shall be performed by competent individuals knowledgeable and experienced in the operation of the necessary application and safety equipment in accordance with applicable Federal, State and Local laws and regulations. The transport, storage and handling of these materials shall be performed in accordance with Code of Federal Regulations (CFR) 1910.120 Hazardous Waste Operations and Emergency Response, CFR 49.172 Hazardous Materials Regulations, and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5194.

1.07 CONCURRENT DISINFECTION AND HYDROSTATIC TESTING

The specified disinfection of the pipelines may not be performed concurrently with the hydrostatic testing in accordance with Section 15144.

1.08 CONNECTION TO EXISTING MAINS

Prior to connection to existing mains, disinfection and bacteriological testing shall be performed in accordance with this specification.

City of Redlands authorization for connection to the existing system shall be given only on the basis of acceptable hydrostatic, disinfection and bacteriological test results.

PART 2 - MATERIALS

2.01 LIQUID CHLORINE (GAS)

A. Liquid chlorine contains 100-percent available chlorine and is packaged in steel containers in net weights of 68.1kg (150 lb.) or 907.2kg (1 ton).

B. Liquid chlorine shall be used with appropriate gas flow chlorinators, heaters, and injectors to provide a controlled, high-concentration solution feed to the water. The chlorinators and injectors shall be the vacuum-operated type.

2.02 SODIUM HYPOCHLORITE (LIQUID)

Sodium hypochlorite is available in liquid form in glass or plastic containers, ranging in size from 0.95 L (1 Qt.) to 18.93 L (5 Gal). The solution contains approximately 10% to 15% available chlorine.

2.03 TABLET OR GRANULAR HYPOCHLORITE

Tablet or granular hypochlorite shall not be used at any time.

PART 3 - EXECUTION

3.01 GENERAL

A. Any planned disinfection activities for a given week may not occur past 12:00 PM on Thursday unless otherwise authorized by the City representative. The City may adjust this requirement for holidays or special conditions as needed.

B. Disinfection of pipelines shall not proceed until all appurtenances and any necessary sample ports have been installed and the City of Redlands Water Quality Control Officer provides authorization.

C. Every effort shall be made to keep the water main and its appurtenances clean and dry during the installation process.

D. All piping, valves, fittings, and appurtenances which become contaminated during installation shall be cleaned, rinsed with potable water, and then sprayed or swabbed with a 5 percent sodium hypochlorite disinfecting solution prior to installation.

E. Water mains under construction that become flooded by storm water, runoff, or ground water shall be cleaned by draining and flushing with metered potable water until clear water is evident. Upon completion, the entire main shall be disinfected using a method approved by the City of Redlands Water Quality Control Officer.

F. City of Redlands Water Quality Control Officer shall be present at the time of disinfection and must be given at least 48 hours notice of the activity.

3.02 METHODS

A. Liquid Chorine (Gas)

1. Only vacuum-operated equipment shall be used. Direct-feed chlorinators, which operate solely from gas pressure in the chlorine cylinder, shall not be permitted. The equipment shall incorporate a backflow prevention device at the point of connection to the potable water source used to fill the line being tested.

2. The chlorinating agent shall be applied at the beginning of the system to be chlorinated and shall be injected through a corporation stop, a hydrant, or other approved connection to ensure treatment of the entire system being disinfected.

3. Only a certified, licensed chlorination and testing contractor shall perform gas chlorination work. The chlorination contractor must also possess a Grade II Treatment Plant Operator Certification from the State of California if required by The City of Redlands Engineer.

B. Sodium Hypochlorite Solution (Liquid)

1. Sodium hypochlorite solution shall be used for cleaning and swabbing piping and appurtenances immediately prior to installation and for disinfecting all components of connections to the City of Redlands existing system.

2. Sodium hypochlorite solution may be used for the initial disinfection of newly installed water mains. The solution shall be applied at a terminus of the system to be chlorinated using an injector which can adjust the amount of solution being injected into the piping system. The solution shall be injected in the appropriate concentration to achieve the specified concentration range of chlorine throughout the entire piping system. Where pumping equipment is used in conjunction with an injector, an integral backflow prevention device shall be installed and connected to the potable water supply.

3. Water trucks, pumping equipment, piping, appurtenances and all other disinfection equipment in contact with potable water shall be disinfected prior to use.

4. Sodium hypochlorite solution may also be used to increase the total chlorine residual if the concentration from the initial chlorination of the system is found to be low.

5. The solution shall be added to the system in sufficient amounts at appropriate locations to insure that the disinfecting solution is present at a concentration within the specified range throughout the piping system.

3.03 PROCEDURE FOR DISINFECTING WATER MAINS AND APPURTENANCES

A. The pipeline shall be filled at a rate not to exceed 1,135 liters per minute (300 GPM) or a velocity of 0.3m per second (1 foot per second), whichever is less.

B. Disinfection shall result in an initial total chlorine concentration of 100-mg/l. Not to exceed 110-mg/l or less than 90-mg/l. This concentration shall be evenly distributed throughout the system to be disinfected.

C. All valves shall be operated with the disinfection solution present in the pipeline. All appurtenances such as air-vacuum relief valves, blowoffs, hydrants, backflow prevention devices, and water service laterals shall be flushed with the treated water a sufficient length of time to insure a chlorine concentration within the specified range in all components of each appurtenance. (Note the limitations for discharge of chlorinated water outlined below.)

D. The City of Redlands Water Quality Control Officer will verify the presence of the disinfection solution throughout the system by sampling and testing for acceptable chlorine concentrations at the various appurtenances and/or at the test ports provided by the Contractor. Areas of the system found to be below the specified chlorine concentration level

shall receive additional flushing as noted above and/or additional disinfection solution as necessary. (Note the limitations for discharge of chlorinated water outlined below.) Addition of disinfection solution after the initial charging of the line shall be made by either the liquid chlorine (gas) method, or the sodium hypochlorite method as directed by the City of Redlands Water Quality Control Officer.

E. The chlorinated water shall be retained in the system for a minimum of 24 hours, except when disinfecting steel cement mortar lined and coated pipelines, which require a retention time of 4 hours.

F. The City of Redlands Water Quality Control Officer will test the total chlorine residual. The system shall contain a total chlorine residual of not less than 80% of the initial total chlorine residual before the soaking period began. If the total chlorine residual has decreased more than 20%, the system shall be flushed in accordance with the procedure detailed herein, and shall be re-disinfected.

G. Following a successful retention period as determined by the City of Redlands Water Quality Control Officer, the chlorinated water shall be flushed from the system at its extremities and at each appurtenance, using potable water from a source designated by the City of Redlands Water Quality Control Officer.

The minimum water velocity during flushing shall be 0.9 meters per second (3 feet per second) or as directed by the City of Redlands Water Quality Control Officer. Flushing shall continue until the replacement water in the new system is equal in chlorine residual to the potable source of supply and the turbidity level is 0.5 NTU's or less as verified by the City of Redlands. (Note the limitations for discharge of chlorinated water outlined below.)

H. The City of Redlands Water Quality Control Officer will perform bacteriological sampling and testing as specified herein.

3.04 DISCHARGE OF CHLORINATED WATER

A. Indiscriminate onsite disposal or discharge to sewer systems, storm drains, drainage courses or surface waters is prohibited. It shall be the responsibility of the Contractor to file a Notice of Intent and obtain a General Waste Discharge Requirement Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters, Storm Drains or Other Conveyance Systems, for any discharge. The Contractor shall be solely responsible including any monitoring and reporting as required. The Contractor shall comply with all requirements of the State Water Resources Control Board and the San Bernardino County Regional Water Quality Control Board. The Contractor shall provide copies of all reports and monitoring information including time and place of discharge to the City of Redlands.

Failure to comply with these provisions is a violation of federal and state law.
The Contractor hereby agrees to indemnify and hold harmless the City of Redlands, its Counsel members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City of

Redlands, its counsel members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance arising out of or in connection with the Project.

B. The environment to which the chlorinated water is to be discharged shall be examined by the Developer and the City of Redlands Inspector. Where necessary, federal, state and local regulatory agencies should be contacted to determine special provisions for the disposal of chlorinated water. Chlorinated water cannot be discharged into any storm drain.

C. Chlorine neutralization is required in all locations a reducing agent shall be applied to the water as it exits the piping system. The Developer shall monitor the chlorine residual at piping effluent during the discharge operations.

The various methods of dechlorination available can remove residual chlorine to concentrations below standard analytical methods of detection, 0. 1 mg/l, with a neutral pH, which will assure compliance with the effluent limit. The Contractor will perform all necessary tests to ensure that the total residual chlorine effluent limitations are met and signed certified copies of all test results are submitted to the City of Redlands.

D. In locations where no hazard to the environment is evident based on the joint examination described above, the chlorinated water may be broadcast for dust control on the surface of the immediate site. Care shall be exercised in broadcasting the water to prevent runoff.

3.05 BACTERIOLOGICAL TESTING

The City of Redlands will perform bacteriological sampling and testing of all new system installations. The testing methodology employed by the City of Redlands shall be as set forth in "Standard Methods for the Examination of Water and Waste Water" (current edition). Testing requirements are as set forth in the California Domestic Water Quality and Monitoring Regulations and commensurate with current requirements for surface water testing. The City of Redlands will analyze the samples for the presence of coliform bacteria and heterotrophic-type bacteria (heterotrophic plate count). The evaluation criteria employed by the City of Redlands for a passing test sample is as follows:

A. Coliform: Absent sample, or

B. Heterotrophic plate count (HPC): 500 colony forming units/ml or less.
(The requirement for HPC testing may be waived at the sole discretion of the Water Quality Control Officer)

3.06 REDISINFECTION

If the initial disinfection fails to produce satisfactory bacteriological test results, the pipeline system shall be re-flushed and re-sampled. If the second set of samples does not produce satisfactory results, the pipeline system shall be re-chlorinated, flushed, and re-sampled. The

chlorination, flushing, and sampling procedure shall continue until satisfactory results are obtained. Redisinfection and retesting shall be at the Contractor's expense.

3.07 DISINFECTING TIE-INS AND CONNECTIONS

Pipes, fittings, valves and all other components incorporated into connections with the City of Redlands existing system shall be spray disinfected or swabbed with a liquid chlorine solution in accordance with AWWA C651 and as specified herein. Upon connection to the main, the line shall be flushed as directed by the City of Redlands Water Quality Control Officer. Disinfection by this method is generally limited to assemblies of 6m (20') or less in length. Alternate methods such as "predisinfection" prior to installation in accordance with AWWA C651 may be required at the discretion of the City of Redlands Water Quality Control Officer.

END OF SECTION

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SECTION 15144 PRESSURE TESTING OF PIPING

PART 1 - GENERAL

A. Description

This section specifies the hydrostatic, and leakage testing of pressure piping for water distribution and transmission mains.

B. Related Work Specified Elsewhere

1. Disinfection of Piping: 15141.

C. Submittals

1. Submit shop drawings in accordance with the General Requirements.

2. Submit test bulkhead locations and design calculations, pipe attachment details, and methods to prevent excessive pipe wall stresses.

3. Submit five copies of the test records to the Owner's Representative upon completion of the testing.

D. Test Pressures

Test pressures for the various services and types of piping are shown in Subsection 3.K.

E. Testing Records

Provide records of each piping installation during the testing. These records shall include:

1. Date and times of test.

2. Identification of pipeline, or pipeline section tested or retested.

3. Identification of pipeline material.

4. Identification of pipe specification.

5. Test fluid.

6. Test pressure at low point in pipeline, or pipeline section.

7. Remarks: Leaks identified (type and location), types of repairs, or corrections made.

8. Certification by Contractor that the leakage rate measured conformed to the specifications.

PART 2 - MATERIALS

A. Manual Air-Release Valves for Buried Piping

Provide temporary manual air-release valves at test bulkheads for pipeline test. Construct the pipe outlet in the same manner as for a permanent air valve and after use, seal with a blind flange, pipe cap, or plug and coat the same as the adjacent pipe.

B. Test Bulkheads

Design and fabricate test bulkheads per Section VIII of the ASME Boiler and Pressure Vessel Code. Materials shall comply with Part UCS of said code. Design pressure shall be at least 2.0 times the specified test pressure for the section of pipe containing the bulkhead. Limit stresses to 70% of yield strength of the bulkhead material at the bulkhead design pressure. Include air-release and water drainage connections.

C. Testing Fluid

1. Testing fluid shall be water.

2. For potable water pipelines, obtain and use only potable water for hydrostatic testing.

3. Submit request for use of water from waterlines of Owner 48 hours in advance.

4. The Contractor may obtain the water from the Owner. See the General Conditions, Section 7-8.5 for more information.

D. Testing Equipment

Provide calibrated pressure gauges, pipes, bulkheads, pumps, chart recorder, and meters to perform the hydrostatic testing.

PART 3 - EXECUTION

A. Testing Preparation

1. Pipes shall be in place, backfilled, and anchored before commencing pressure testing.

2. For buried piping, the pipe may be partially backfilled and the joints left exposed for inspection during an initial leakage test. Perform the final pressure test, however, after completely backfilling and compacting the trench.

3. Provide any temporary piping needed to carry the test fluid to the piping that is to be tested. After the test has been completed and demonstrated to comply with the

specifications, disconnect and remove temporary piping. Do not remove exposed vent and drain valves at the high and low points in the tested piping; remove any temporary buried valves and cap the associated outlets. Plug taps or connections to the existing piping from which the test fluid was obtained.

4. Provide temporary drain lines needed to carry testing fluid away from the pipe being tested. Remove such temporary drain lines after completing the pressure testing. Drain the pipes after they have been tested.

5. Prior to starting the test, the Contractor shall notify the Owner's Representative.

6. All appurtenances must be installed on the pipeline prior to pressure testing, service laterals shall be tested to the angle meter stop.

B. Cleaning

1. Before conducting hydrostatic tests, flush pipes with water to remove dirt and debris. Maintain a flushing velocity of at least 3 fps for water testing. Flush pipes for time period as given by the formula

$$T = \frac{2L}{3}$$

in which:

T = flushing time (seconds)

L = pipe length (feet).

C. Testing and Disinfection Sequence for Potable Water Piping

1. Perform required disinfection after hydrostatic testing, except when pipeline being tested is connected to a potable waterline.

2. Locate and install test bulkheads, valves, connections to existing pipelines, and other appurtenances in a manner to provide an air gap separation between existing potable water pipelines and the pipeline being tested. Disinfect water and pipeline being tested before hydrostatic testing when connected to a potable waterline.

D. Length of Test Section for Buried Piping

The maximum length of test section for buried pipe of 12 inches or smaller in diameter is 3,500 feet; for buried pipe larger than 12 inches, 1 mile. Provide intermediate test bulkheads where the pipeline length exceeds these limits.

E. Initial Pipeline Filling for Hydrostatic Testing

Maximum rate of filling shall not cause water velocity in pipeline to exceed 1 fps. Filling may be facilitated by removing automatic air valves and releasing air manually.

F. Testing New Pipe Which Connects to Existing Pipe

Prior to testing new pipelines which are to be connected to existing pipelines, isolate the new line from the existing line by means of test bulkheads, spectacle flanges, or blind flanges. After the new line has been successfully tested, remove test bulkheads or flanges and connect to the existing piping.

All bulkheads, flanges and the extents of testing shall be included in the Connection Submittal as described in Section 01110 of the General Requirements.

G. Hydrostatic Testing of Aboveground or Exposed Piping

1. Open vents at high points of the piping system to purge air while the pipe is being filled with water. Venting during system filling may also be provided by temporarily loosening flanges.

2. Subject the piping system to the test pressure indicated. Maintain the test pressure for a minimum of two (2) hours or for as long as required for proper inspection of the joint. Examine joints, fittings, valves, and connections for leaks. The piping system shall show zero leakage or weeping. Correct leaks and retest until zero leakage is obtained.

H. Hydrostatic Testing of Buried Piping

1. Where any section of the piping contains concrete thrust blocks or encasement, do not make the pressure test until at least 10 days after the concrete has been placed. When testing mortar-lined or PVC piping, fill the pipe to be tested with water and allow it to soak for at least 24 hours to absorb water before conducting the pressure test.

2. Apply and maintain the test pressure by means of a positive displacement hydraulic force pump.

3. Maintain the test pressure for not less than two (2) hours, and for as much longer as necessary for proper inspection of the joint, by restoring it whenever it drops an amount of 5 psi.

4. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure. This amount of water is the loss due to leakage in the piping system. The allowable leakage volume is defined by the formula:

$$L = \frac{HND(P)^{1/2}}{C}$$

in which:

L = allowable leakage (gallons)
H = specified test period (hours)
N = number of rubber-gasketed joints in the pipe tested
D = diameter of the pipe (inches)
P = specified test pressure (psig)
C = 7,400

5. The allowable leakage for buried piping having threaded, brazed, or welded (including solvent welded) joints shall be zero.

6. Repair and retest any pipes showing leakage rates greater than that allowed in the above criteria.

I. Repetition of Test

If the actual leakage exceeds the allowable, locate and correct the faulty work and repeat the test. Restore the work and all damage resulting from the leak and its repair. Eliminate visible leakage.

J. Bulkhead and Test Facility Removal

After a satisfactory test, remove the testing fluid, remove test bulkheads and other test facilities, and restore the pipe coatings.

K. Test Pressure

1. Testing pressure (psig) shall be 225 or as specified on the drawings.

END OF SECTION

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SECTION 15240 DUCTILE-IRON PIPE

PART 1 - GENERAL

A. Description

This section describes materials, testing, and installation of ductile-iron pipe and fittings 30 inches and smaller.

B. Related Work Specified Elsewhere

1. Trenching, Backfilling, and Compacting: SSPWC Sections 200, 300, and 306
2. Painting and Coating: 09900.
3. General Piping Requirements: 15050.
4. Flexible Pipe Couplings and Expansion Joints: 15122.
5. Corporation Stops and Service Saddles: 15123.
6. Disinfection of Piping and Structures: 15141.
7. Pressure Testing of Piping: 15144.

C. Submittals

1. Submit shop drawings in accordance with the Special Conditions.
2. Provide an affidavit of compliance with standards referenced in this specification, e.g., AWWA C151. Submit copy of report of pressure tests for qualifying the designs of all sizes and types of AWWA C153 fittings that are being used in the project. The pressure test shall demonstrate that the minimum safety factor described in AWWA C153, Section 5.5 is met.
3. Provide the following information:
    a. Mortar lining thickness.
    b. Wall thickness.
    c. Show deflections at push-on and mechanical joints.
    d. Submit joint and fitting details and manufacturer’s data sheets.
4. Submit calculations and test data proving that the proposed restrained joint arrangement can transmit the required forces with a minimum safety factor of 1.5.

5. Submit certificate that cement for mortar lining complies with ASTM C 150, designating type.

6. Submit test report on physical properties of rubber compound used in the gaskets.

7. Submit drawing or manufacturer's data sheet showing flange facing, including design of facing serrations.

D. Measurement and Payment

See Section 01200.

PART 2 - MATERIALS

A. Pipe

Pipe shall be cast ductile (nodular) iron, conforming to AWWA C151. Provide pipe in nominal 18- or 20-foot laying lengths.

B. Pipe Marking

Plainly mark each length of straight pipe and each fitting at the bell end to identify the design pressure class, the ductile-iron wall thickness, and the date of manufacture. Mark the spigot end of restrained joint pipe to show clearly the required depth of insertion into the bell.

C. Design Criteria

1. Obtain the following information from the contract documents:

   a. Elevation of the pipe invert and of the completed ground.

   b. Alignment of the pipeline.

   c. Field test hydraulic gradient elevation (HGL).

   d. Nominal internal diameter, ID.

   e. Design internal pressure class.

   f. Joint types(s).

D. Pipe Wall Thickness

1. Minimum wall thicknesses for pipe having grooved-end joints shall be as shown in the following table:

Pipe and Fitting Sizes (inches)	Wall Thickness*
16 and smaller	Special Class 53
18	Special Class 54
20	Special Class 55
24 to 36	Special Class 56
*Special Class and Pressure Class per AWWA C151.	

2. Minimum wall thickness for pipe having push-on or mechanical joints, restrained joints, plain ends, or cast flange ends shall be Class 150, unless otherwise shown in the drawings.

3. Minimum wall thickness for pipe having threaded flanges shall be Special Class 53.

4. Minimum pipe wall thickness required for corporation stops and tapped outlets shall be in accordance with Table A.1 of AWWA C151 for three full threads for design pressures up to 250 psi and four full threads for design pressures over 250 to 350 psi.

E. Fittings

1. Fittings 48 inches and smaller shall conform to AWWA C110 with a minimum pressure rating of 250 psi. Material shall be ductile iron. Flanges shall be flat faced.

2. Mechanical joint fittings conforming to AWWA C153 may be used in lieu of AWWA C110 fittings.

3. Grooved-end fittings shall conform to AWWA C110 with grooved ends conforming to AWWA C606, radius cut rigid joints. Fitting material shall conform to ASTM A 48, Class 30; ASTM A 126, Class B; or ASTM A 536, Grade 65-42-10. Wall thickness of ductile-iron (ASTM A 536) fittings shall conform to AWWA C110 or C153; wall thickness of cast-iron fittings shall conform to AWWA C110. Fittings and couplings shall be furnished by the same manufacturer.

4. Material for fittings with welded-on bosses shall have a Charpy notch impact value of minimum 10 ft-lbs under the conditions defined in AWWA C151. Test completed welds by the liquid penetrant method per ASTM E 165.

F. Flanges

1. Flanges shall be solid back, Class 125 per AWWA C115. Flanges on pipe shall be either cast or threaded. Material shall be ductile iron.

2. Flanged pipe and fittings shall be shop fabricated, not field fabricated. Threaded flanges shall comply with AWWA C115. Flanges shall be individually fitted and machine tightened in the shop, then machined flat and perpendicular to the pipe

barrel. Flanges shall be backfaced parallel to the face of flange. Prior to assembly of the flange onto the pipe, apply a thread compound to the threads to provide a leak-free connection. There shall be zero leakage through the threads at a hydrostatic test pressure of 250 psi without the use of the gasket.

G. Pipe Lining--Cement Mortar

1. Line pipe interior and fittings with cement-mortar per AWWA C104. Lining thickness shall be the single thickness listed in AWWA C104, Section 4.7. Lining material shall conform to ASTM C 150, Type II.

2. Line blind flanges per Section 09900, System No. 7.

3. Loose areas of cement-mortar lining are not acceptable. Remove and reconstruct lining in areas where quality is defective, such as sand pockets, voids over sanded areas, blisters, drummy areas, cracked areas, and thin spots. Longitudinal cracks in excess of 1/32 inch in width or where crack extends to metal shall be repaired. Repair all cracks larger than 1/16 inch per AWWA C104.

H. Grooved-End Couplings

1. Grooved-end pipe couplings shall be ductile iron, ASTM A 536 (Grade 65-45-12). Gaskets shall be halogenated butyl rubber or EPDM and shall conform to ASTM D 2000.

2. Bolts in exposed service shall conform to ASTM A 193, Grade B8, Class 2. Bolts in buried or submerged service shall be ASTM A 193, Grade B8, Class 2.

3. Couplings for pipe 24 inches and smaller shall conform to AWWA C606 for flexible radius ductile-iron pipe, except where rigid radius couplings are required to connect to fittings. Couplings for pipe sizes 30 and 36 inches shall be in accordance with the coupling manufacturer's published literature for tolerances and dimensions for flexible and rigid radius cut joints. Couplings shall be Victaulic Style 31, Gustin-Bacon No. 500, or equal.

4. Couplings for pipe larger than 36 inches shall conform to AWWA C606 for shouldered end pipe. Couplings shall be Victaulic Style 44 or equal.

5. Grooved-end adapter flanges for piping 24 inches and smaller having an operating pressure of 150 psi and less shall be Victaulic Style 341 or 342 or equal. Flange dimensions shall conform to ANSI B16.1, Class 125.

6. Grooved-end transition couplings for connecting ductile-iron pipe 12 inches and smaller to steel pipe shall be Victaulic Style 307 or equal.

I. Gaskets for Flanges

See Section 15050.

J. Gaskets for Mechanical, Push-On, and Restrained Joints

Synthetic rubber in accordance with AWWA C111.

K. Bolts and Nuts for Flanges

See Section 15050.

L. Outlets and Nozzles

1. Provide outlets 2 inches and smaller by tapping the pipe and attaching a service clamp as specified in Section 15123 or use a threaded welded-on boss. Use Type 2 clamps for exposed piping. Use Type 2 clamps for buried and submerged piping.

2. For outlets larger than 2 inches, use a tee with a flanged outlet.

M. Joints

1. Joints in aboveground or submerged piping or piping located in vaults and structures shall be grooved end or flanged.

2. Joints in buried piping shall be of the push-on type per AWWA C111 except where flanged joints are required to connect to valves, meters, and other equipment. Provide unrestrained buried joints except where restrained joints are specifically shown in the drawings.

3. Restrained joints for piping 6 inches and larger shall be American Cast Iron Pipe "Lok-Ring" or "Flex-Ring," U.S. Pipe "TR-Flex," or equal. Field Lok 350 Gasket or approved equal and mechanical joint restraints as called out in Section 15240 Part 2.N may be used in lieu of restrained pipe joints.

4. Where thrust restraint is called for in the drawings, provide pipe with restrained joints capable of transmitting 1.5 times the thrust, as calculated by the following equation:

$$T = 1.5 * (0.785 * P * D^2)$$

where:

P = Pressure class of pipe in psi.
D = Outside diameter of pipe in inches.
T = Thrust in pounds.

N. Mechanical Joint Restraint System Using Follower Ring and Wedges

The restraining mechanism shall consist of a follower gland having a seal gasket and individually actuated wedges that increase their resistance to pullout as pressure or external forces increase. The system manufacturer shall provide all the components (follower ring, wedges, and gaskets) for the restraining device. The device shall be

capable of full mechanical joint deflection during assembly, and the flexibility of the joint shall be maintained after burial. The joint restraint ring and its wedging components shall be constructed of ductile iron conforming to ASTM A 536, Grade 60-42-10. The wedges shall be ductile iron, heat-treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with mechanical joint bells conforming to AWWA C111 and AWWA C153. The design shall use torque limiting twist-off nuts to provide actuation of the restraining wedges. The mechanical joint restraint shall be available in the size range of 3 through 48 inches. Minimum rated pressure shall be 350 psi for sizes 16 inches and smaller and 250 psi in sizes 18 inches and larger. Products: Megalug Series 1100 as manufactured by EBAA Iron, Inc., or equal.

O. Ductile-Iron Pipe Weldments

1. All welding to ductile-iron pipe, such as for bosses and joint restraint shall be done at the place of manufacture of the pipe. Perform welding by skilled welders experienced in the method and materials to be used.

PART 3 - EXECUTION

A. Delivery, Unloading, and Temporary Storage of Pipe at Site

1. Use unloading and installation procedures that avoid cracking of the lining.

2. Deliver the pipe alongside the pipe laying access road over which the pipe trailer-tractors can travel under their own power. Place the pipe in the order in which it is to be installed and secure it from rolling.

3. Do not move pipe by inserting any devices or pieces of equipment into the pipe barrel. Field repair linings damaged by unloading or installation procedures.

B. Sanitation of Pipe Interior

1. During laying operations, do not place tools, clothing, or other materials in the pipe.

2. When pipelaying is not in progress, close the ends of the installed pipe by a child- and vermin-proof plug.

C. Installing Flanged Pipe and Fittings

Install in accordance with SSPWC Section 306 and as follows. Cut the bore of the gaskets such that the gaskets do not protrude into the pipe when the flange bolts are tightened.

D. Installing Grooved-End Pipe and Fittings

See Section 15050.

E. Installing Buried Piping

1. Install in accordance with Section 02223 and as follows.

2. When installing piping in trenches, do not deviate more than 1 inch from line or 1/4 inch from grade. Measure for grade at the pipe invert.

3. Provide thrust blocks at fittings per Drawings.

4. Assemble restrained joints per manufacturer's instructions.

F. Joint Deflections for Buried Pipe

1. Do not exceed the following deflection angles for unrestrained buried pipe joints:

Pipe Size (inches)	Maximum Deflection (degrees)	
	Push-On Joint	Mechanical Joint
4	4	6-1/2
6	4	5-1/2
8	4	4
10	4	4
12	4	4
14	4	3
16	4	3
18	4	2-1/2
20	4	2-1/2
24	4	2
30	4	N/A

2. For restrained joints, do not exceed 80% of the manufacturer's recommended maximum deflections.

3. Small angular changes (less than 7 degrees) in horizontal alignment defined in the drawings by a point of inflection (PI) with no accompanying curve data shall be approximated as a curve by deflecting by equal amounts equal length pipe segments to create a curve equally distributed on both sides of the given PI. Accomplish a larger (greater than or equal to 7 degrees) change in horizontal alignment where a curve is not called for in the drawings through the use of an elbow placed at the station of the PI shown in the drawings. Provide thrust restraint as required in the drawings.

4. Small angular changes (less than 5 degrees) in vertical alignment may be accomplished by the use of pulled joints. For larger vertical deflections, place an elbow at the station and elevation of the vertical PI shown in the drawings. Provide thrust restraint as required in the drawings.

5. Assemble joints in accordance with AWWA C600 and the manufacturer's recommendations.

G. Installing Aboveground or Exposed Piping

See Section 15050.

H. Painting and Coating

1. Provide asphaltic coating on buried pipe per AWWA C151.

I. Polyethylene Encasement of Buried Pipe and Fittings

Not used.

J. Hydrostatic Testing

Test pressures are shown in Section 15144. Test in accordance with Section 15144.

END OF SECTION

SECTION 15250 CEMENT-MORTAR LINED & COATED STEEL PIPE AND SPECIALS

PART 1 - GENERAL

1.01 DESCRIPTION

This section includes materials, design, fabrication, and installation of cement-mortar lined and coated steel pipe and specials.

1.02 REFERENCE STANDARDS

The publications listed below form part of this specification to the extent referenced and are referred to in the text by the basic designation only. Reference shall be made to the latest edition of said standards unless otherwise called for.

AWWA C200 Steel Water Pipe - 150 mm (6 inch) and Larger

AWWA C205 Cement-Mortar Lining and Coating for Steel Water Pipe 100 mm (4") and larger Shop Applied

AWWA C206 Field Welding of Steel Water Pipe

AWWA C207 Steel Pipe Flanges For Waterworks Service 100 mm (4") and larger

AWWA C208 Dimensions for Fabricated Steel Pipe Fittings

AWWA C217 Cold-applied Petroleum Tape Coatings

AWWA C606 Grooved and Shouldered Joints

AWWA M11 Steel Pipe-Guide for Design and Installation

ASTM A47/A47M Standard Specification for Ferritic Malleable Iron Castings

ASTM A36/A36M Standard Specification for Carbon Structural Steel

ASTM A53 Standard Specification for Pipe, Steel, Black & Hot Dipped, Zinc-Coated, Welded, and Seamless

ASTM A105 Standard Specification for Carbon Steel Forgings for Piping Applications

ASTM A183 Standard Specification for Carbon Steel Track Bolts and Nuts

ASTM A216 Standard Specification for Steel Castings, Carbon, Suitable for Fusion Welding for High Temperature Service

ASTM A283/A283M Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates

ASTM A307 Standard Specification for Carbon Steel Bolts and Studs

ASTM A536 Standard Specification for Ductile Iron Castings

ASTM A568/A 568M Standard Specification for Steel, Sheet and Strip, Carbon, Hot-Rolled, Structural Quality and Cold Rolled

ASTM A1018 / A1018M - 10 Standard Specification for Steel, Sheet and Strip, Heavy-Thickness Coils, Hot-Rolled, Carbon, Commercial, Drawing, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength

ASTM D2000 Standard Classification System for Rubber Products

ANSI B1.1 Unified Inch Screw Threads

ANSI B1.2 Gages and Gauging for Unified Inch Screw Threads

ANSI B1.20.1 Pipe Threads, General Purpose (Inch)

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. City of Redlands Water Systems Specifications

B. Technical Specifications 15050, 15122, 15141 and 15144.

1.04 SERVICE APPLICATION

Cement-mortar lined and coated steel pipe and specials shall be used only for specific purposes as shown on the Approved Plans.

1.05 SPECIALS

A special is defined as any piece of pipe other than a normal full length of straight pipe. This includes, but is not limited to, elbows, short pieces, reducers, tees, crosses, spools, sections with outlets, beveled sections and manholes.

1.06 DESIGN REQUIREMENTS

A. All steel used for pipe or specials shall have a 248 MPa (36,000 psi) minimum yield point unless otherwise directed by the engineer. See material information concerning steel designation below.

B. Design stress in steel cylinders shall not exceed 50% of the specified minimum yield strength of the steel used. The internal operating pressure used for design shall be a minimum 225 psi or as called for on the Approved Plans, whichever is greater. If no specific surge analysis has been performed, the internal operating pressure used in circumferential stress calculations shall include at least a 10% increase for surge conditions. No allowance shall be made for the tensile strength of the cement mortar lining and coating.

C. Specials shall be designed per AWWA M11 and as a minimum shall conform to the pressure rating, grade of steel and cylinder thickness of the adjoining standard pipe sections. Fitting dimensions shall conform to AWWA C208. Reinforcing collars, wrappers, crotch plates, and anchor rings shall be designed and fabricated per AWWA M11.

1. Outlets may be built into the wall of the pipe or may be fabricated as steel plate specials. Outlets to be installed on straight pipe lengths shall be welded to the steel cylinder of the pipe prior to application of mortar coating to the cylinder. Outlets of size 50 mm (2") and smaller in piping 100 mm (4") and larger shall be of the threaded outlet type or shall be extra-heavy half couplings to fit the pipe in accordance with AWWA M11. Outlets shall be 1360 kg (3,000 lb.) WOG forged steel per ASTM A105. Threads shall comply with ANSI B1.20.1. Outlets larger than 50 mm (2") shall use a tee or nozzle with a flanged outlet. All outlets larger than 50 mm (2") in diameter shall be provided with steel reinforcing collars, wrapper plates, or crotch plates per AWWA M11. At the option of the manufacturer, wrappers may be used in place of collars, and crotch plates may be used in place of collars or wrappers.

2. On 50 mm (2") and smaller outlets where nylon insulation bushings are to be used, the outlet shall be increased in size to accept the bushing.

3. Tees, wyes, and crosses shall be dimensioned in accordance with AWWA C208, Table 1, or as modified on the Approved Drawings.

4. Bends shall have a minimum radius of not less than 2½ times the pipe diameter unless otherwise approved by the City. The maximum deflection at mitered girth seams shall be 22½ degrees. At the option of the Contractor, a bend may be welded to the adjacent pipe section.

5. All specials shall be marked at both ends of the fitting with "Field Top" indicators.

D. Nominal cylinder thickness for pipe and specials shall be 10 gage or as directed by the City.

E. Standard pipe sections shall not be less than 6m (20') nor more than 12m (40') in length, except where shorter lengths are required to fit horizontal and vertical alignment or are otherwise shown on the Approved Plans.

F. Pipe ends shall be as follows:

1. Lap Welded Joints: Use expanded bell with matching spigot end.

2. Flanges: Flanges for use in construction of Steel Pipe shall be as described below.

a. AWWA C207, Class D flanges (matching ANSI/ASME B16.1, Class 125 flanges for bolt hole size and drilling) shall be used for pressures up to 1.03 Pa (150 psi).

b. AWWA C207, Class E flanges (matching ANSI/ASME B16.1, Class 125 flanges for bolt hole size and drilling) shall be used for pressures between 1.03 MPa and 1.72 MPa (150 psi and 250 psi).

c. AWWA C207, Class F flanges (matching ANSI/ASME B16.1, Class 250 flanges for bolt hole size and drilling) shall be used for pressures between 1.72 MPa and 2.07 MPa (250 psi and 300 psi) or when Class 250 butterfly valves or other appurtenances using flanges corresponding to AWWA C207 Class F are required.

d. Flanges shall be flat-faced type only. Segmented flanges shall not be used.

3. Butt Straps: Use two-piece rolled steel straps with a nominal thickness of 6.35 mm (¼"), and a minimum width of 250 mm (10"). Straps shall be fabricated to snugly fit over the plain pipe ends, and shall be centered over the ends of the pipe sections to be joined. Weld one or more standard 125 mm (5"), 1361 kg (3000 lb.) threaded half-couplings to the butt strap section. Provide a threaded steel plug for each half-coupling.

4. Grooved-End or Shouldered Couplings: Use square-cut shouldered or grooved ends per AWWA C606. Grooved-end couplings shall be malleable iron per ASTM A 47, or ductile-iron per ASTM A 536. Gaskets shall be per ASTM D 2000. Nuts and bolts in exposed service shall conform to ASTM A 183, 758.43 MPa (110,000 psi) tensile strength.

5. Flexible Pipe Couplings: Use plain-end pipe with flexible pipe couplings per AWWA C200. Provide joint harnesses per AWWA M11 where indicated on the Approved Plans.

6. Bell and Spigot with Rubber Gasket: In accordance with AWWA C200 and AWWA M11. Bell ends that are pressed or rolled shall be limited to maximum pipe diameter of 525 mm (21") nominal.

G. Angles or Curves in Alignment: Minor changes of direction in the grade or alignment may be made by a deflection in the joint up to a maximum of 19 mm (¾") on one side of the joint. For greater angular deflections, pipe with ends beveled up to a maximum of 5° measured from a plane perpendicular to the pipe's axis may be used. The short point on the bevel shall be so marked on the pipe. Pipe length shorter than 6m (20') may be used on curves. Where curves that have a shorter radius than can be accommodated by beveled pipe are required, or where indicated on the Approved Plans, special short-radius bends shall be provided.

H. Mortar Coating and Lining: Use coatings and linings conforming to AWWA C205. All exterior metal surfaces intended for direct buried service shall be coated.

I. The exterior surfaces of areas of pipes and fittings that are not mortar coated, such as flanges, grooved ends, or plain ends for butt-straps or flexible couplings, shall be sandblasted in accordance with SSPC-SP10 - Near White Blast Cleaning, and coated in accordance with Section 09900.

J. The term "diameter of pipe" as used in these specifications or as shown on the Approved Plans shall mean the net inside diameter of the mortar lining.

1.07 QUALITY ASSURANCE

A. In addition to the shop hydrostatic testing performed on pipe cylinders required per AWWA C200, all welds of specials and attachments (i.e., joint rings and nozzles) shall be tested by a dye-penetrate process or the hammer test in accordance with the Water Systems Standard Specifications, or as directed by the City. Certification of such testing shall be submitted to the City.

B. Field welders shall be certified under Section IX, Part A of the ASME Boiler and Pressure Vessel Code or in accordance with AWWA C206, Section 3. Welders shall present a copy of their certification to the City prior to performing any field welding. Certifications shall be dated within three (3) years of the job to be performed.

C. Plainly mark each length of straight pipe and each special at the bell end to identify the proper location of the pipe item by reference to the layout schedule.

D. The top of all pipe and specials shall be clearly identified by marking the top with "T.O.P." for easy identification in the field.

1.08 DELIVERY, STORAGE, AND HANDLING

Delivery, storage, and handling of the pipe and specials shall be as follows:

A. Pipe and fittings shall be carefully handled and shall be protected against damage to linings and coatings due to impact shocks Pipe shall not be placed directly on rough ground but shall be supported in a manner which will protect the pipe against injury whenever stored at the site or elsewhere. Pipe shall be handled and stored per these requirements and in accordance with the Manufacturer's recommendations.

B. Temporary internal bracing shall be installed in all pipe 400 mm (16") and larger prior to shipment to the job site. Temporary internal bracing shall be 100 mm x 100 mm (4" x 4") wooden struts installed in both the horizontal and vertical directions. Each set of struts shall be nailed together as a unit. Wooden wedges may be used to maintain the proper tight fit of the internal bracing. The bracing shall be located 300 mm (12") in from each end of the pipe section for all pipe, and additionally at the mid-point for piping 600 mm (24") and larger. Maintain internal bracing as specified under Pipe Installation.

C. Transport pipe to the job site on padded bunks with nylon tie-down straps or padded bonding to protect the pipe.

D. Pipes and specials shall only be handled with appropriate spreader bars and wide nylon slings. Chains or wire rope slings shall not be used. Under no circumstances shall pipe or specials be pushed or dragged along the ground. All pipe sections over 6m (20') in length shall be lifted at the quarter points from each end.

E. Store pipe on earth berms or timber cradles adjacent to the trench in the numerical order of installation. Place the supports at about the one-quarter point from the pipe ends.

F. Maintain plastic end caps on all pipe and specials in good condition until the pipe is ready to be installed in the trench. Periodically open the plastic end caps and spray potable water inside the pipe for moisture control.

1.09 SUBMITTALS

The following items shall be submitted to the City for review and approval prior to fabrication of steel pipe and specials:

A. An affidavit of compliance with AWWA C200 and C205.

B. Tabulated layout schedule including:

1. Order of installation and closures.

2. Pipe station and bottom of pipe (BOP) elevation at each change of grade and alignment.

3. Elements of curves and bends, both in horizontal and vertical alignment.

4. Pipe internal diameter, wall thickness, and internal design pressure.

5. Locations of bulkheads for field hydrostatic testing. (Testing against valves shall not be permitted).

6. Locations of closures, including cut-to-fit allowances, for length adjustment and for construction convenience.

7. Locations of valves, flanges, appurtenances and other mechanical equipment.

C. Details of all specials, and of the lining and coating.

D. Calculations supporting the sizing of reinforcing collar plates, wrapper plates or crotch plates.

E. Calculations supporting selected wall thickness of pipe and specials.

F. Calculations supporting welded joint design and joint welding details.

G. Current shop welder and field welder certifications.

H. Mill test reports on each heat from which steel is rolled, at the discretion of the City.

I. Certification of dye-penetrate shop-weld testing.

1.10 WARNING/IDENTIFICATION TAPE

Warning/Identification Tape shall be installed on all cement-mortar lined and coated steel potable mains in accordance with Water Systems Standard Specifications.

PART 2 - MATERIALS

2.01 STEEL PIPE AND SPECIALS

Steel pipe and specials shall conform to the requirements of the AWWA C200 and C205, and AWWA M11, except as modified herein.

A. Steel for fabricated cylinders shall conform to ASTM A 36/A 36M, ASTM A 283/ A 283M, Grade D, or ASTM A 1011/A 1011M, Grade 36. Other steel grades may be used only upon approval of the City.

2.02 MORTAR LINING AND COATING

A. Cement used in mortar lining and coating shall be Portland Cement per ASTM C 150, Type V for coating and Type II or Type V for lining.

B. Cement-mortar coating shall be reinforced in accordance with AWWA C205.

C. Cement mortar grout for field joints shall consist of a mixture of 1½ to 2 parts sand to 1 part Type II or Type V Portland Cement with enough clean, potable water to permit packing and troweling without crumbling. The sand shall be washed, well-graded sand such that all will pass a No. 8 sieve. The quantity of water to be used in the preparation of grout shall be the minimum required to produce a mixture sufficiently workable for the purpose intended. Grout shall attain a minimum compressive strength of 12.4 MPa (1,800 psi) in 28 days.

D. In certain circumstances, rapid-setting mortar may be required. Acceleration admixtures may be used in the mix as permitted by the City. Calcium chloride shall not be used in the mix.

2.03 PAINTING AND COATING

A. Paint and coating products for exterior surfaces of all pipe and appurtenances not otherwise mortar-coated shall be in accordance with Section 09900 and the Water Systems Standard Specifications.

B. Paint and coating products for areas in contact with potable water such plain ends of pipe, grooved and shouldered ends of pipe and exposed inside surfaces of threaded outlets and blind flanges shall be in accordance with Section 09900 and selected from the Water Systems Standard Specifications.

2.04 BOLTS AND NUTS FOR FLANGES

Bolts and nuts shall be in accordance with Section 09900 and the Water Systems Standard Specifications.

2.05 GASKETS

A. Rubber-ring gaskets shall comply with AWWA C200 according to the applicable joint type and pressure rating of the piping system.

B. Flange gaskets shall comply with AWWA C207. Flange gaskets shall be 3.18 mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full face type with pre-punched holes or ring-type extending to the inner edge of the bolt circumference of the flange.

C. In the event of encountering organic solvents or petroleum products during the course of the work, alternate gasket materials or joint treatment will be required as directed by the City.

2.06 IMPORTED GRANULAR MATERIAL FOR PIPE AND TRENCH ZONES

The imported granular material for use in pipe and trench zones shall be in accordance with the Special Provisions Section of the specification book.

2.07 CONCRETE

Concrete used for thrust and anchor blocks shall be in accordance with Water Systems Standard Specifications.

2.08 WARNING/IDENTIFICATION TAPE

Warning/Identification Tape materials shall be in accordance with the Water Systems Standard Specifications.

PART 3 - EXECUTION

3.01 GENERAL

At all times when the work of installing pipe is not in progress, including worker break times, the ends of the pipe shall be closed with a vermin-proof and child-proof cap or plug. Do not permit trench water to enter the pipe. Do not place tools, clothing, or other materials in the pipe. The Contractor shall maintain the interior of the pipe in a sanitary condition free from foreign materials.

3.02 TRENCH EXCAVATION, BACKFILL AND COMPACTION

Trenching, backfilling and compaction shall be performed in accordance with the Special Provisions Section of the specification book.

3.03 DEWATERING

The Contractor shall provide, and maintain at all times during construction, ample means and devices to promptly remove and dispose of all water from any source entering trench excavations or other parts of the work in such manner as will not damage public or private property or create a nuisance or health menace. Any damage caused by flooding of the trench shall be the Contractors responsibility.

Dewatering shall be performed by methods that will maintain a dry excavation, preservation of the final lines and grades and protection of all utilities. If flooding of the trench does occur, the Contractor shall immediately dewater and restore the trench. Damaged or altered pipeline appurtenances shall be repaired or replaced as directed by the City.

3.04 PIPE INSTALLATION

When the work requires and the size of the pipe allows entry of personnel into the pipe, the Contractor shall comply with all Federal and State regulations for confined space entry. Work inside pipelines shall not be undertaken until all the tests and safety provisions of the Code of Federal Regulations 1910.146, and the General Industry Safety Orders of the California Code of Regulations, Title 8, Section 5159 for confined space entry have been performed and the area is verified as safe to enter. Generally, the aforementioned safety provisions apply to pipe 600 mm (24") and larger. Note that for pipe less than 600 mm (24") diameter, more stringent safety procedures apply.

The Contractor shall furnish and install all pipe, specials, fittings, closure pieces, valves, supports, bolts, nuts, gaskets, jointing materials, and all other appurtenances as shown on the Approved Plans and as required to provide a complete and workable installation. Pipe installation shall be as shown on the Approved Plans and Shop Drawings in accordance with the following:

A. No pipe shall be installed where the linings or coatings show cracks that may be harmful as determined by the City. Such damaged linings and coatings shall be repaired or new, undamaged pipe sections shall be provided.

B. Pipe damaged prior to Substantial Completion shall be repaired or replaced by the Contractor.

C. The Contractor shall inspect each pipe and fitting to insure that there are no damaged portions of the pipe. The Contractor shall remove or smooth out any burrs, gouges, weld splatter, or other small defects prior to laying the pipe.

D. Before placement of pipe in the trench, each pipe or fitting shall be thoroughly cleaned of any foreign substance which may have collected thereon and shall be kept clean at all times thereafter. For this purpose, the openings of all pipes and fittings in the trench shall be closed during any interruption to the work as noted above.

E. Pipe shall be laid directly on the bedding material. No blocking will be permitted, and the bedding shall be such that it forms a continuous, solid bearing for the full length of

the pipe. Excavations shall be made as needed to facilitate removal of handling devices after the pipe is laid. Bell holes shall be formed at the ends of the pipe to prevent point loading at the bells or couplings and to permit visual inspection of the joint. Excavation shall be made as needed outside the normal trench section at field joints to permit adequate access to the joints for field connection operations and for application of coatings on field joints.

F. Installation Tolerances: Each section of pipe shall be laid in the order and position shown on the approved layout schedule to the proper lines and grades in accordance with the following:

1. Each section of pipe having a nominal diameter less than 1200 mm (48") shall be laid not to vary more than 50 mm (2") horizontally or 25 mm (1") vertically from the alignment and elevations shown on the Approved Plans.

2. Each section of pipe having nominal diameter 1200 mm (48") and larger shall be laid not to vary more than five percent (5%) of the pipe diameter horizontally or two and one half percent (2.5%) of the pipe diameter vertically.

3. In addition to the horizontal and vertical tolerances above, lay the pipe so that no high or low points occur along the pipeline other than those shown on the approved layout schedule.

G. Where necessary to raise or lower the pipe due to unforeseen obstructions or other causes, the City may change the alignment and/or the grades. Such change shall be made by the deflection of joints, by the use of bevel adapters, or by the use of additional fittings. However, in no case shall the deflection in the joint exceed seventy five percent (75%) of the maximum deflection recommended by the pipe manufacturer. No joint shall be deflected any amount that will be detrimental to the strength and water tightness of the finished joint. In all cases the joint opening, before finishing with the protective mortar inside the pipe, shall be the controlling factor.

H. Pipes shall be laid uphill on grades exceeding 10 percent. Pipe that is laid on a downhill grade shall be blocked and held in place until the following pipe section has been installed to provide sufficient support to prevent movement.

I. Temporary internal pipe bracing shall be left in place in pipe sizes larger than 600 mm (24") until pipe zone compaction has have been completed. Bracing in pipe smaller than 600 mm (24") may be removed immediately after the pipe has been laid into the trench. The Contractor shall employ a laboratory to monitor pipe deflection by measuring pipe inside diameter before bracing is removed and 24 hours after struts are removed. Pipe deflection shall not exceed 2 percent in 24 hours after the bracing has been removed. After the backfill has been placed, the struts shall be removed.

J. Cold Weather Protection: No pipe shall be installed upon a foundation onto which frost has penetrated or at any time that there is a danger of the formation of ice or penetration of frost at the bottom of the excavation. No pipe shall be laid unless it can be established that the trench will be backfilled prior to formation of ice and frost.

K. Pipe and Specials Protection: The openings of all pipe and specials where the pipe and specials have been mortar-lined in the shop shall be protected with suitable bulkheads to maintain a moist atmosphere and to prevent unauthorized access by persons, animals, water, or any undesirable substance. The bulkheads shall be designed to prevent drying out of the interior of the pipe. The Contractor shall introduce water into the pipe to keep the mortar moist where moisture has been lost due to damaged bulkheads.

L. Pipeline must be installed parallel with the street centerline, otherwise Contractor shall have to remove and replace that portion of non-parallel pipeline at his/her own expenses.

3.05 FIELD WELDED JOINTS

A. Welded joints shall be completed in the trench per AWWA C206.

B. Both the bell and spigot ends shall be cleaned of foreign matter prior to welding.

C. For pipe diameters less than 600 mm (24") the exterior of the joint shall be welded. For pipe diameter 600 mm (24") and larger, the joint shall be welded in accordance with the approved submittal. All welded joints shall remain exposed until inspection has been performed.

D. Welding electrodes shall be as recommended by the pipe manufacturer. Typically, electrodes shall be E6010 for root passes and E7018 for additional passes. Do not deposit more than 3.2 mm (1/8") of throat thickness per pass.

E. Weld material shall be deposited in successive layers. Complete and clean each pass around the entire circumference of the pipe before commencing the next pass.

F. The minimum number of passes in the completed weld shall be as follows:

Steel Cylinder Thickness mm	(inches)	Fillet Weld Minimum Number of Passes
6.35 or less	(0.2500 or 1/4")	2
Greater than 6.35	(0.2500 or 1/4")	3

G. To minimize longitudinal stresses due to temperature variations, it is necessary to leave un-welded one joint per each 120m (400') of pipeline. This joint shall be left un-welded until all the joints on both sides of it are welded, and it shall be welded at the coolest time of the working day. The City shall decide if and when this procedure is warranted.

H. Tack-welding the joint may be permitted to hold the pipe in place. If the joint is to be circumferentially welded, sufficient time shall elapse to allow for an initial set of interior joint lining prior to proceeding with joint welding. Rapid-setting mortar may be used in accordance with this Section. In some cases, the City may require hand holes.

I. Field welders shall be certified in accordance with ASME Section 9 (pipe welders) or AWS D1.1 (plate welders). Welders shall present a copy of their certification to the City prior to performing any field welding.

J. Prior to butt-strap welding, the pipe and pipe joint shall be properly positioned in the trench using line-up damps so that, in the finished joint, the abutting pipe sections shall not be misaligned by more than 1.59 mm (1/16").

K. The pipe ends shall be cut straight on joints where butt straps are used for realignment, adjustment, or deflection, and fillet welds shall be made as indicated.

L. Inspection of Field Welded Joints:

1. The City shall arrange for the welds to be inspected. The Contractor shall request inspection of welds as soon as possible following the completion of the welds.

2. The Contractor shall coordinate and supply ventilation, lighting, and other equipment deemed necessary for inspection. The Contractor shall be responsible for providing safe entry into and out of the trench, safety of inspection personal, traffic control and other safety precautions deemed necessary for the inspections.

3.06 INTERIOR JOINT FINISH - PIPE LESS THAN 600 MM (24")

Complete interior mortar joints for pipe sizes less than 600 mm (24") by drawing through a tight-fitting swab or squeegee. Coat the face of the cement mortar lining at the bell with a sufficient amount of stiff cement mortar to fill the gap. Immediately after joining the pipes, draw the swab through the pipe to remove all excess mortar and expel it from the open pipe end. Do not move the pipe after the swab has been pulled past the joint. See requirements under "Field Welded Joints" for these joints requiring welding.

3.07 INTERIOR JOINT FINISH - PIPE 600 MM (24") AND LARGER

A. Complete interior mortar joints for pipe sizes 600 mm (24") and larger by the trowel method. Prior to applying interior mortar at the joints all backfill in the area shall be completed. After cleaning the interior joint, pack cement mortar into each joint. Finish the surface with a steel trowel to a smooth finish and equal thickness to match the adjoining pipe mortar.

B. Where more than a 100 mm (4") joint strip of mortar is required, place galvanized welded wire mesh reinforcement in 50 mm x 100 mm (2" x 4") pattern of No. 13 gauge over the exposed steel. Install the mesh so that the wires on the 50 mm (2") spacing direction run circumferentially around the pipe. Crimp the wires on the 100 mm (4") spacing to support the mesh 9.5 mm (3/8") from the metal surface. Steel-trowel finish the interior mortar to match adjoining mortar-lined pipe sections.

3.08 EXTERIOR JOINT FINISH

A. The outside annular space between pipe sections shall be completely filled with grout formed by the use of polyethylene foam-lined fabric bands. The grout space shall be flushed with water prior to filling so that the surfaces of the joint to be in contact with the grout will be thoroughly moistened when the grout is poured. The joint shall be filled with grout by pouring from one side only. Grout shall be rodded with a wire or other

flexible rod or vibrated so that the grout completely fills the joint recess by moving down one side of the pipe, around the bottom of the pipe and up the opposite side. Pouring and rodding the grout shall be continued to allow completion of the filling of the entire joint recess in one operation. Care shall be taken to leave no unfilled space. Grouting of the outside joint spaces shall be kept as close behind the laying of the pipe as possible except that in no case shall grouting be closer than three joints of the pipe being laid.

B. The grout bands or heavy-duty diapers shall be polyethylene foam-lined fabric with steel strapping of sufficient strength to hold the fresh mortar, resist nodding of the mortar, and allow excess water to escape. The foam plastic shall be 100 percent closed cell, chemically inert, insoluble in water and resistant to acids, alkalis and solvents. Foam Plastic shall be Dow Chemical Company, Ethafoam 222, or equal.

The fabric backing shall be cut and sewn into 224 mm (9") wide strips with slots for the steel strapping on the outer edges. The polyethylene foam shall be cut into strips 150 mm (6") wide and slit to a thickness of 6.35 mm (¼") that will expose a hollow or open-cell surface on one side. The foam liner shall be attached to the fabric backing with the open or hollow cells facing towards the pipe. The foam strip shall cover the full interior circumference of the grout band with sufficient length to permit a 200 mm (8") overlap of the foam at or near the top of the pipe joint. Splices to provide continuity of the material will be permitted. The polyethylene foam material shall be protected from direct sunlight.

The polyethylene foam-lined grout band shall be centered over the joint space with approximately equal widths extending over each pipe end and securely attached to the pipe with the steel straps. After filling the exterior joint space with grout, the flaps shall be closed and overlapped in a manner that fully encloses the grout with polyethylene foam. The grout band shall remain in position on the pipe joint.

3.09 BUTT STRAP JOINTS

Butt strap closure joints shall be installed where shown on the Approved Plans in accordance with AWWA C206.

A. Butt straps shall be field welded to the outside plain end of the pipe along both edges with a full circumferential weld. A minimum of two weld passes shall be used.

B. The interior of the joints shall be filled with a rapid-set mortar and finished off smoothly to match the pipe interior diameter.

C. Clean the butt strap with a wire brush and apply a cement and water wash coat prior to applying cement mortar.

D. Galvanized wire mesh, 50 mm x 100 mm (2" x 4") x No. 13 gauge shall be installed to the exterior of the joint prior to applying the mortar coating.

E. Coat the exterior of the closure assemblies with mortar to cover all steel with a minimum of 32 mm (1¼").

F. Seal weld the steel plug to the hand hole after the interior of the joint has been inspected and approved by the City.

3.10 FLANGED CONNECTIONS

Flanged connections shall be installed where indicated on the Approved Plans.

A. Bolt holes shall straddle the horizontal and vertical centerlines.

B. The bolts, nuts and flange faces shall be thoroughly cleaned by wire brush prior to assembly.

C. Bolts and nuts shall be lubricated with a City-approved anti-seize compound.

D. Nuts shall be tightened in an alternating "star" pattern to the manufacturer's recommended torque.

E. Slip-on type flanges intended for field fit-up and welding shall be welded inside and outside in accordance with AWWA C207.

F. Coat the exterior of exposed flanges, bolts and nuts in accordance with Section 09900.

3.11 FLANGED COUPLING ADAPTERS

Flanged coupling adapters shall be installed in accordance with the manufacturer's recommendations. Bolts shall be tightened with a torque wrench in the presence of the City to the torque recommended by the manufacturer.

3.12 CONCRETE

Where required, concrete thrust and anchor blocks shall be installed in accordance with Water Systems Standard Specifications and as shown on the Approved Plans.

3.13 WARNING/IDENTIFICATION TAPE

Warning/Identification Tape shall be installed in accordance with the Water Systems Standard Specifications.

3.14 DISINFECTION AND BACTERIOLOGICAL TESTING

Disinfection, bacteriological testing, and flushing shall be performed in accordance with Section 15141.

3.15 HYDROSTATIC TESTING

Field hydrostatic testing shall be performed in accordance with Section 15144.

3.16 FIELD PAINTING AND COATING

A. Exterior surfaces of all pipe and appurtenances not otherwise mortar-coated shall be field painted in accordance with Section 09900.

B. Areas in contact with potable water such plain ends of pipe, grooved and shouldered ends of pipe and exposed inside surfaces of threaded outlets and blind flanges shall be coated in accordance with Section 09900.

END OF SECTION

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10® METER

SIZES: 1 ½" and 2"

Every Neptune® T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant maincase will withstand harsh service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

KEY FEATURES

Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

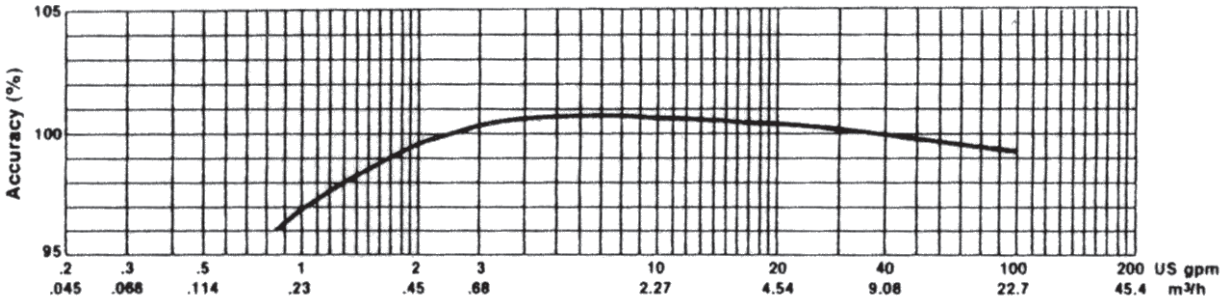
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 Certified
- NSF/ANSI 372 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Provides residual value vs. plastic
- Electrical grounding continuity

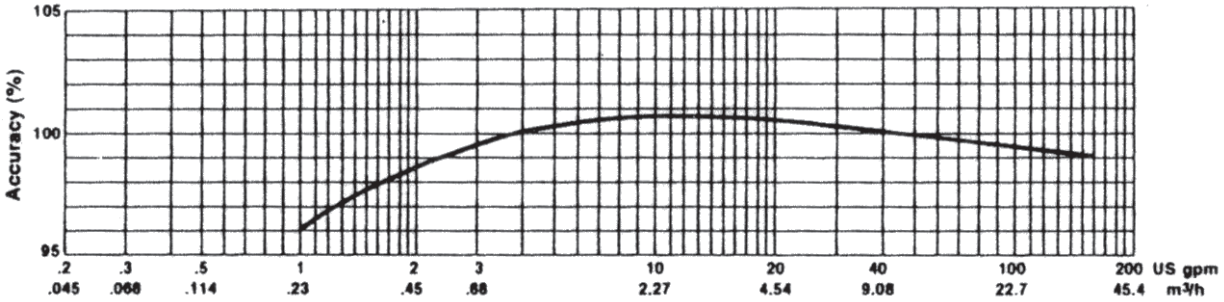
Nutating Disc Measuring Chamber

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by in-line piping stresses

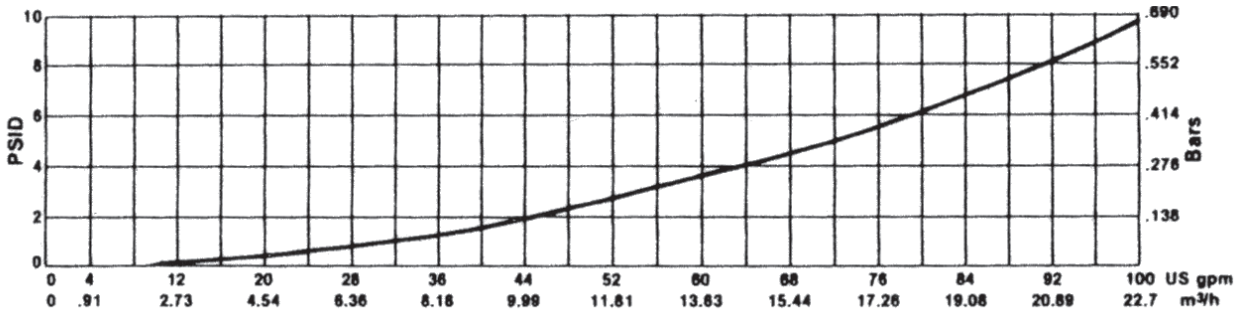
1 ½" Accuracy



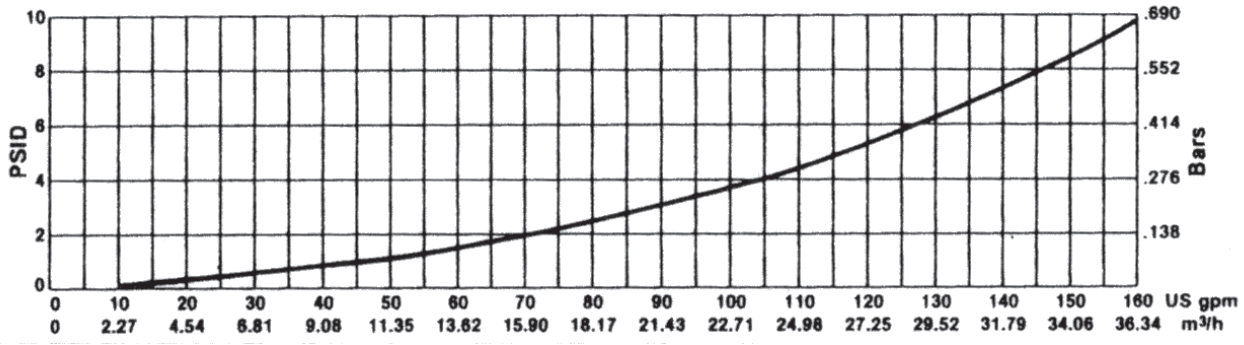
2" Accuracy



1 ½" Pressure Loss



2" Pressure Loss



These charts show typical meter performance. Individual results may vary.

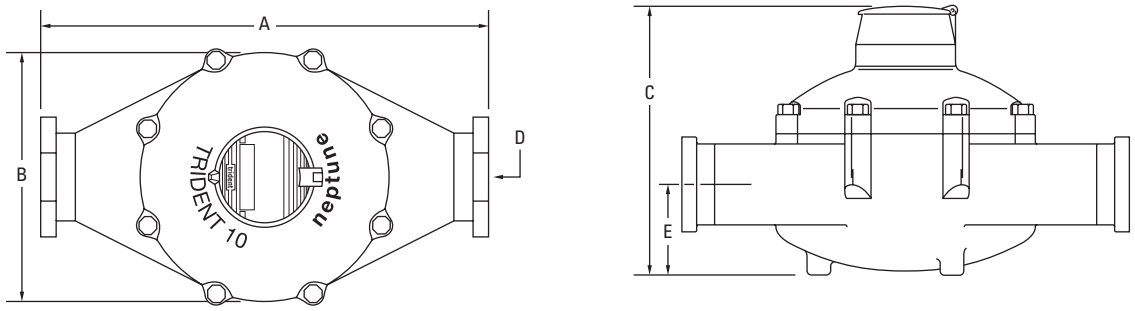
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 ½″	2 to 100 US gpm 0.46 to 22.73 m³/h	5 to 100 US gpm 1.1 to 22.7 m³/h	¾ US gpm 0.17 m³/h
2″	2 ½ to 160 US gpm 0.57 to 36.36 m³/h	8 to 160 US gpm 1.8 to 36.3 m³/h	1 US gpm 0.23 m³/h

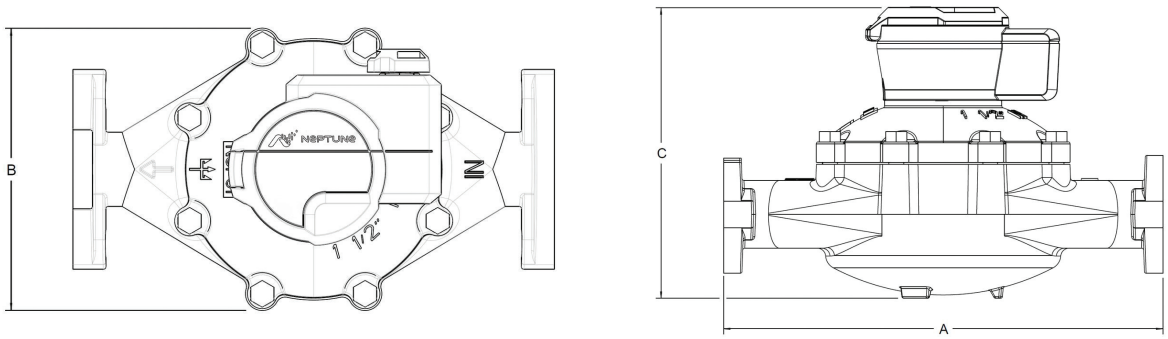
Dimensions

Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C- E-CODER®) R900*i*™ or ProCoder™) R900*i*™	D- Threads per inch	D- Thread Type	E in/mm	Weight lbs/kg
1 ½″ Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	11 1/2	1 1/2 NPT	2 9/16 65	31 14.1
1 ½″ Flanged End	13 330	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	—	—	2 9/16 65	35 15.9
2″ Screw End	15 1/4 387	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	11 1/2	2″ NPT	3 1/8 79	40 18.1
2″ Flanged End	17 432	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	—	—	3 1/8 79	44 20.0

T-10 With Standard Register



T-10 With E-CODER®)R900*i*™ or ProCoder™)R900*i*™ Pit Register



Guaranteed Compatibility

All T-10 meters are guaranteed adaptable to our ProRead™, ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, ProCoder™)R900*i*™, TRICON®/S, TRICON/E®3, and Neptune Utility Systems™ without removing the meter from service.

Specifications

Certification

• NSF/ANSI 61, NSF/ANSI 372

Application

• Cold water measurement of flow in one direction

Maximum Operating Water Pressure

• 150 psi (1,034 kPa)

Maximum Operating Water Temperature

• 80°F

Measuring Chamber

• Nutating disc technology design made from proprietary synthetic polymer

Registration

ProRead Registration (per sweep hand revolution)		**1 ½"**	**2"**
100	US Gallons	✓	✓
100	Imperial Gallons	✓	✓
10	Cubic Feet	✓	✓
1	Cubic Metre		✓
.01	Cubic Metre	✓	
Register Capacity ProRead, ProCoder, and E-CODER		**1 ½"**	**2"**
100,000,000	US Gallons	✓	✓
100,000,000	Imperial Gallons	✓	✓
10,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓*	
1,000,000	Cubic Metres	✓**	✓
E-CODER High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres		✓
0.001	Cubic Metres	✓	
ProCoder High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres	✓	✓

**ProRead and E-CODER only **ProCoder only*

Options

Sizes

• 1 ½" flanged or threaded end

• 2" flanged or threaded end

Units of Measure

• U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

• ProCoder, E-CODER, E-CODER)R900*i*, ProCoder)R900*i*

Measuring Chamber

• Synthetic polymer

Companion Flanges

• Lead free, high-copper alloy

Environmental Conditions

• Operating temperature: +33°F to +149°F (0°C to +65°C)

• Storage temperature:

• +33°F to +158°F (0°C to +70°C)

Test Ports

• 1" (optional)

Warranty

Neptune provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

NEPTUNE TECHNOLOGY GROUP

#winyourday
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Neptune Technology Group
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Tallassee, AL 36078
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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10 Meter

SIZES ⅝", ¾", AND 1"

Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant maincase will withstand harsh service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position of in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

KEY FEATURES

REGISTER

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

LEAD FREE MAINCASE

- NSF/ANSI 372, NSF/ANSI 61
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Provides residual value vs. plastic or composite
- Electrical grounding continuity

NUTATING DISC MEASURING CHAMBER

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by in-line piping stresses

Specifications

- NSF/ANSI 372, NSF/ANSI 61
- National Type Evaluation Program (NTEP) certification

Application

- Cold water measurement of flow in one direction in residential service applications

Maximum Operating Water Pressure

- 150 psi (1034 kPa)

Maximum Operating Water Temperature

- 80°F

Measuring Chamber

- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" SL, ¾" x 1"
- 1", 1" x 1¼"

Units of Measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Direct reading: bronze box and cover (standard)

Remote Reading:

- ProCoder™, E-CODER®, E-CODER®)R900*i*™, ProCoder™)R900*i*™

Bottom Caps

- Synthetic polymer (⅝" only)
- Cast iron
- Lead free, high-copper alloy

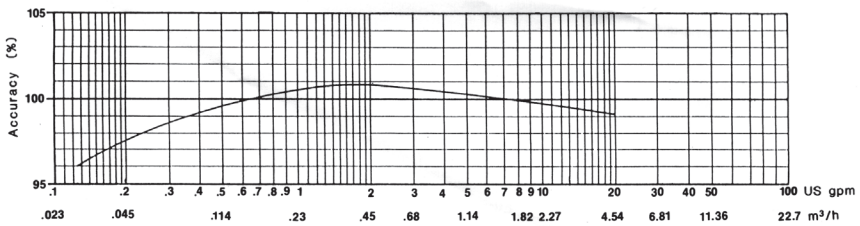
Connections

- Lead free, high-copper alloy, straight or bent

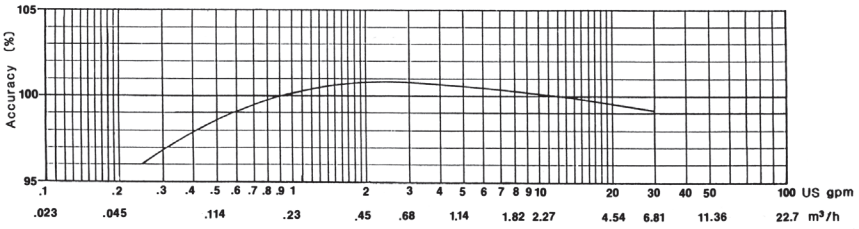
Environmental Conditions

- Operating temperature: +33° F to +149° F (0° C to +65° C)
- Storage temperature: +33° F to +158° F (0° C to +70° C)

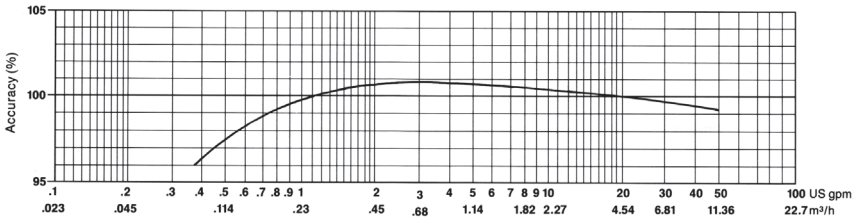
⅝" ACCURACY



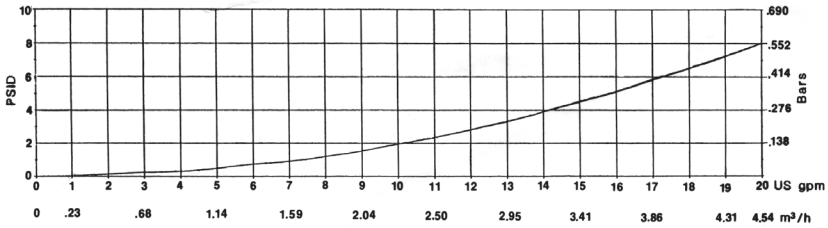
¾" ACCURACY



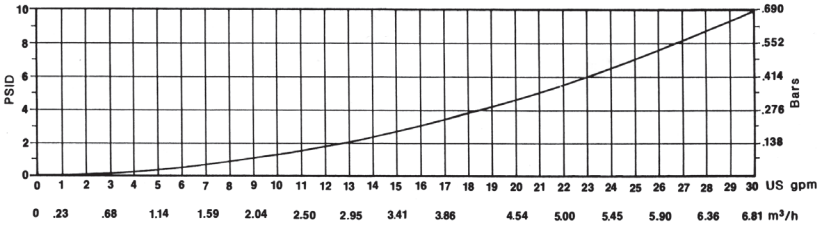
1" ACCURACY



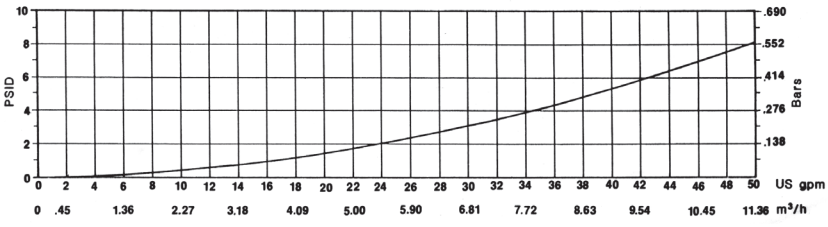
⅝" PRESSURE LOSS



¾" PRESSURE LOSS



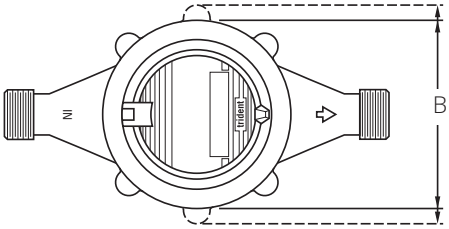
1" PRESSURE LOSS

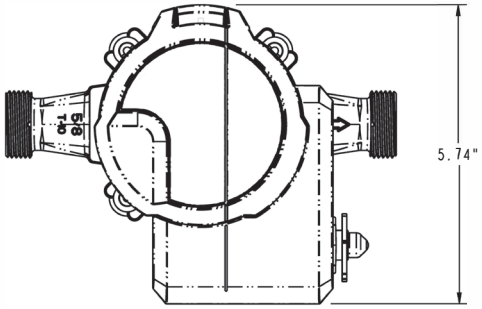


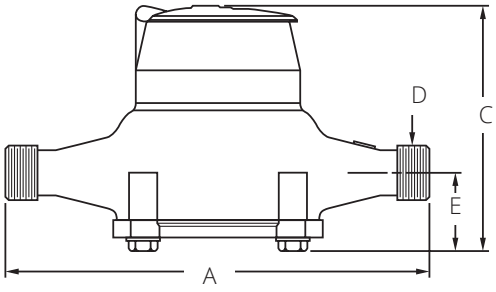
These charts show typical meter performance. Individual results may vary.

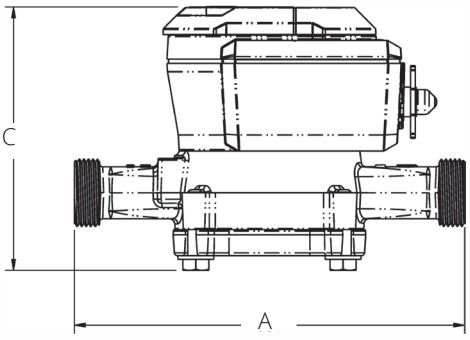
Dimensions

Meter Size	A	B	C					D-	E-	Weight lbs/kg
	in/ mm	in/ mm	Std. in/mm	ARB in/mm	ProCoder™ or E-CODER®	ProCoder™) R900*i*™ or ProCoder™) R450*i*™	E-CODER®) R900*i*™or E-CODER®) R450*i*™	NPSM Thread	in/ mm	
⅝"	7½ 191	3⅜ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	¾" - 14"	1½ 38	3¼ 1.4
⅝" x ¾"	7½ 191	3⅜ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	1" - 11½"	1½ 38	3⅜ 1.5
Pre 2011 ⅝"	7½ 191	3⅜ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	¾" - 14"	1⅝ 41	3¾ 1.7
Pre 2011 ⅝" x ¾"	7½ 191	3⅜ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	1" - 11½"	1⅝ 41	4 1.8
¾"	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½"	1⅞ 48	6 2.7
¾" SL	7½ 191	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½"	1⅞ 48	5½ 2.5
¾" x 1"	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1¼" - 11½"	1⅞ 48	6½ 2.9
1"	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1¼" - 11½"	2⅛ 54	9¾ 4.4
1" x 1¼"	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1½" - 11½"	2⅛ 54	10¼ 4.6









Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	1/2 to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	1/8 US gpm 0.03 m³/h
3/4"	3/4 to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	1/4 US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	3/8 US gpm 0.09 m³/h

Registration

ProRead Registration (per sweep hand revolution)		5/8"	3/4" & 1"
10	US Gallons	√	√
10	Imperial Gallons	√	√
1	Cubic Foot	√	√
0.1	Cubic Metre	√	√
Register Capacity ProRead, ProCoder, and E-CODER		**5/8"**	**3/4" & 1"**
10,000,000	US Gallons	√	√
10,000,000	Imperial Gallons	√	√
1,000,000	Cubic Feet	√	√
100,000	Cubic Metres	√	√
ProCoder and E-CODER High Resolution (8-digit reading)		**5/8"**	**3/4" & 1"**
0.1	US Gallons	√	√
0.1	Imperial Gallons	√	√
0.01	Cubic Feet	√	√
0.001	Cubic Metres	√	√

Warranty

Neptune® provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

Guaranteed Compatibility

All T-10 water meters are guaranteed adaptable to our ProRead™, AutoDetect, ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, ProCoder™)R900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

NEPTUNE TECHNOLOGY GROUP

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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

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2025

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
			1 1	2 2	3 3	4 4
5 5	6 6	7 7	8 8	9 9	10 10	11 11
12 12	13 13	14 14	15 15	16 16	17 17	18 18
19 19	20 20	21 21	22 22	23 23	24 24	25 25
26 26	27 27	28 28	29 29	30 30	31 31	

FEBRUARY

S	M	T	W	T	F	S
						1 32
2 33	3 34	4 35	5 36	6 37	7 38	8 39
9 40	10 41	11 42	12 43	13 44	14 45	15 46
16 47	17 48	18 49	19 50	20 51	21 52	22 53
23 54	24 55	25 56	26 57	27 58	28 59	

MARCH

S	M	T	W	T	F	S
						1 60
2 61	3 62	4 63	5 64	6 65	7 66	8 67
9 67	10 69	11 70	12 71	13 72	14 73	15 74
16 75	17 76	18 77	19 78	20 79	21 80	22 81
23 82	24 83	25 84	26 85	27 86	28 87	29 88
30 89	31 90					

APRIL

S	M	T	W	T	F	S
		1 91	2 92	3 93	4 94	5 95
6 96	7 97	8 98	9 99	10 100	11 101	12 102
13 103	14 104	15 105	16 106	17 107	18 108	19 109
20 110	21 111	22 112	23 113	24 114	25 115	26 116
27 117	28 118	29 119	30 120			

MAY

S	M	T	W	T	F	S
				1 121	2 122	3 123
4 124	5 125	6 126	7 127	8 128	9 129	10 130
11 131	12 132	13 133	14 134	15 135	16 136	17 137
18 138	19 139	20 140	21 141	22 142	23 143	24 144
25 145	26 146	27 147	28 148	29 149	30 150	31 151

JUNE

S	M	T	W	T	F	S
1 152	2 153	3 154	4 155	5 156	6 157	7 158
8 159	9 160	10 161	11 162	12 163	13 164	14 165
15 166	16 167	17 168	18 169	19 170	20 171	21 172
22 173	23 174	24 175	25 176	26 177	27 178	28 179
29 180	30 181					

JULY

S	M	T	W	T	F	S
		1 182	2 183	3 184	4 185	5 186
6 187	7 188	8 189	9 190	10 191	11 192	12 193
13 194	14 195	15 196	16 197	17 198	18 199	19 200
20 201	21 202	22 203	23 204	24 205	25 206	26 207
27 208	28 209	29 210	30 211	31 212		

AUGUST

S	M	T	W	T	F	S
					1 213	2 214
3 215	4 216	5 217	6 218	7 219	8 220	9 221
10 222	11 223	12 224	13 225	14 226	15 227	16 228
17 229	18 230	19 231	20 232	21 233	22 234	23 235
24 236	25 237	26 238	27 239	28 240	29 241	30 242
31 243						

SEPTEMBER

S	M	T	W	T	F	S
	1 244	2 245	3 246	4 247	5 248	6 249
7 250	8 251	9 252	10 253	11 254	12 255	13 256
14 257	15 258	16 259	17 260	18 261	19 262	20 263
21 264	22 265	23 266	24 267	25 268	26 269	27 270
28 271	29 272	30 273				

OCTOBER

S	M	T	W	T	F	S
			1 274	2 275	3 276	4 277
5 278	6 279	7 280	8 281	9 282	10 283	11 284
12 285	13 286	14 287	15 288	16 289	17 290	18 291
19 292	20 293	21 294	22 295	23 296	24 297	25 298
26 299	27 300	28 301	29 302	30 303	31 304	

NOVEMBER

S	M	T	W	T	F	S
						1 305
2 306	3 307	4 308	5 309	6 310	7 311	8 312
9 313	10 314	11 315	12 316	13 317	14 318	15 319
16 320	17 321	18 322	19 323	20 324	21 325	22 326
23 327	24 328	25 329	26 330	27 331	28 332	29 333
30 334						

DECEMBER

S	M	T	W	T	F	S
	1 335	2 336	3 337	4 338	5 339	6 340
7 341	8 342	9 343	10 344	11 345	12 346	13 347
14 348	15 349	16 350	17 351	18 352	19 353	20 354
21 355	22 356	23 357	24 358	25 359	26 360	27 361
28 362	29 363	30 364	31 365			

City Holiday

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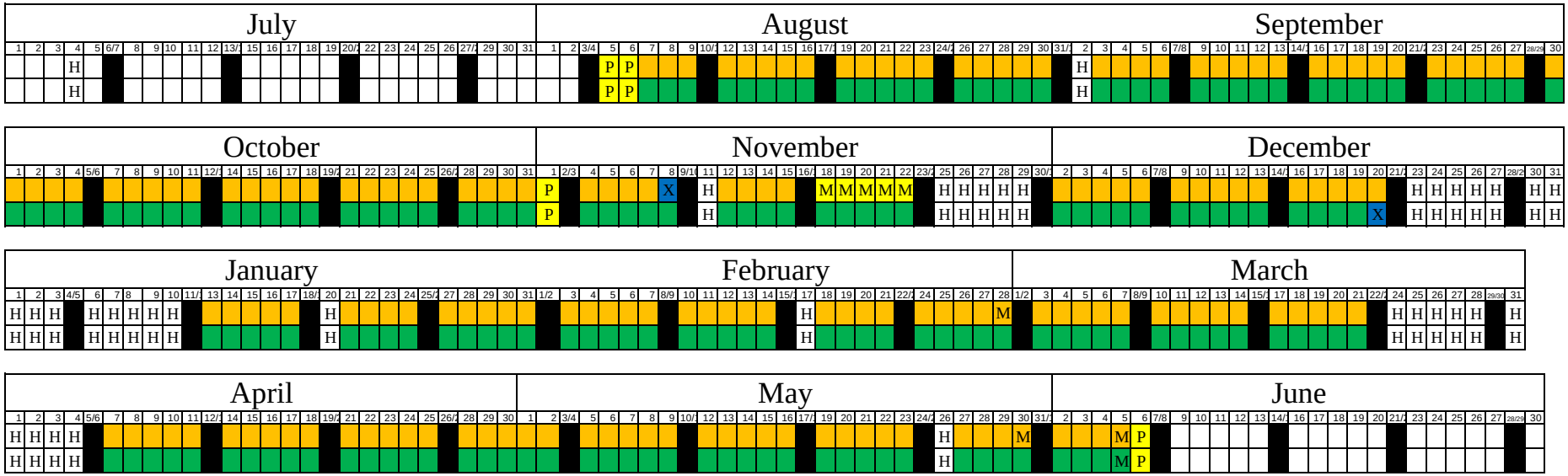
REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2024-2025
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day - Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 4
42 days
Quarter 2 / Semester 1 - December 19
47 days Quarter 2
89 days Semester 1
Quarter 3 - March 21
48 days
Quarter 4 / Semester 2 / End of year - June 5
43 days Quarter 4
91 days Semester 2

End of Trimester Dates - Grades 1-5

Trimester 1 - November 1
61 days
Trimester 2 - February 28
61 days
Trimester 3 - June 5
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 2
VETERANS DAY	November 11
THANKSGIVING RECESS	November 25 - 29
WINTER RECESS	December 23 - January 10
MARTIN LUTHER KING DAY	January 20
PRESIDENTS' DAY	February 17
SPRING BREAK	March 24 - April 4
MEMORIAL DAY	May 26

Board Approved: January 9, 2024

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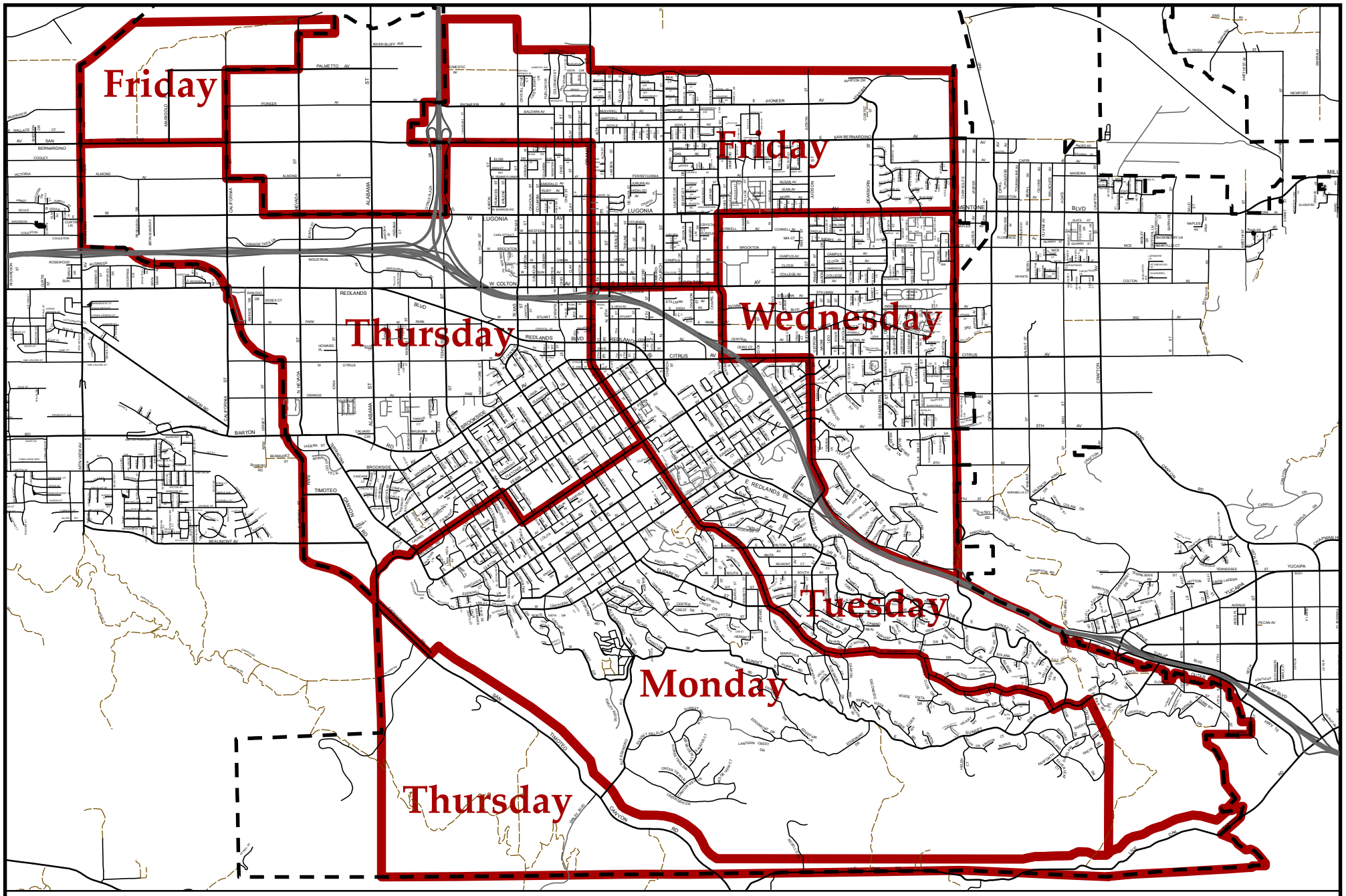

Solid Waste Collection Days

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 C

CITY OF REDLANDS CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.

I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.

J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Confined Space Entry Procedure		☐	☐
List of personnel authorized on jobsite to work in confined space(s)		☐	☐
List of personnel authorized on jobsite to serve as Rescue Team		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Lockout/Tagout (LOTO) Procedure		☐	☐
List of personnel authorized on jobsite to perform LOTO		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
If yes, please attach the following:		Attached?	
List of personnel authorized on jobsite to use lifts		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
If yes, please attach the following:		Attached?	
List of personnel authorized on jobsite to use a forklift		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Crane Program		☐	☐
Copy of all expected Crane operators' Certifications		☐	☐
List of personnel designated as Competent under Crane program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
If yes, please attach the following:		Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
* Copies of SDS for Chemicals used must be kept at jobsite			
Please attach the following:		Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
List trade names of all hazardous materials which you will be using on site:			

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
Please attach the following:		Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
Please attach the following:		Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative, _____,
Name

on _____ at _____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _

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/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

APPENDIX D
PERMITS

1) City Encroachment Permit (No fee)

2) Caltrans permit – City is in the process of obtaining parent permit. Contractor needs to provide required documents and fees to obtain final permit.

3) SCRRA (Metrolink) permit – City already have licensed agreement. Contractor needs to provide required documents to obtain traffic control permit.

4) County Permit - Contractor needs to provide required documents and fees to obtain final permit from San Bernardino County.

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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 12-17-2024

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

CITY OF REDLANDS MUED GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS

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CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS

Revised
February 20, 2020

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1 - GENERAL

1.1 Standards and Specifications -- The work shall be done in accordance with the current City of Redlands Standards, Standard Specifications for Public Works Construction (Greenbook), latest edition, and these Conditions and Specifications. Any deviation from said requirements must be approved in writing by the City Engineer.

1.2 Changes or Additions to Permit -- The City reserves the right to make any changes or additions to a permit after issuance if such changes or additions are believed necessary for the protection of roads or for the health and safety of the public.

1.3 Relocation -- If any part of an installation interferes with the present use of roads by the general public or is in conflict with future or current City improvement projects, it shall be removed or relocated as directed by the City at the expense of the Permittee or his successor in interest.

1.4 Utility Construction -- Permits for utility trenching, including utility service trenching, within City right-of-way, shall be issued to the respective utility purveyor or a California licensed contractor. The Permittee shall warranty the trench repair in perpetuity.

1.5 Licensed Contractor -- All excavation, repair and restoration in City road right-of-way shall be performed by a contractor with the appropriate license issued by the State of California Contractors License Board or by utility purveyor's regular employees.

1.6 Permit Possession -- Other than emergency repairs, there shall be no work performed in City road right-of-way until an encroachment permit is issued. A copy of this permit, a set of approved plans and permits required by any other legally constituted authority shall be on site at all times construction is in progress. Permits that require excavation shall be valid only after an Underground Service Alert (USA) inquiry identification number is issued if an excavation is to take place.

1.7 Permittee Responsibility -- In addition to all conditions herein, the Permittee is responsible for safety and construction requirements within the limits of the project. The Permittee and his employees shall abide by all the regulations of any legally constituted authority.

1.8 Hold Harmless -- The Permittee shall preserve and save harmless the City and each officer and employee thereof, from any liability or responsibility for any accident, loss or damage to persons or property happening or occurring as a proximate result of Permittee’s negligence or the negligence of Permittees' agents, servants, employees or contractors in the design or performance of any work undertaken under any permit granted to Permittee pursuant to the application.

1.9 Notification -- Except in emergencies, the Permittee shall notify the City one working day, excluding weekends and holidays, prior to starting a project and for each phase of construction. In addition, the Permittee shall notify USA 48 hours prior to any excavation.

1.10 Inspection -- All construction performed in relation to a road permit shall be inspected prior to and during installation by City personnel. Construction performed without inspection may be subject to removal and replacement. The entire cost of removal and replacement shall be borne by the Permittee, regardless of whether the installation removed was found to be defective.
1.11 Failure To Comply -- Should a Permittee fail to comply with the provisions of the encroachment permit or the requirements of any legally constituted authority, the City Engineer may order the Permittee to stop work, wholly or in part, until the discrepancies have been resolved to the City's satisfaction. Upon satisfactory completion of corrections, written approval from the City shall be required before work may resume. Failure to comply with this requirement shall result in revocation of permits. The City may perform work required or arrange for the work to be done and the entire cost of the required work shall be borne by the Permittee.

2 - PUBLIC CONVENIENCE AND SAFETY

2.1 Traffic and Access -- The Permittee's operation shall cause no unnecessary inconvenience to the public. The access rights of the public shall be considered at all times and unless otherwise authorized, traffic shall be permitted to pass through the work area at all times. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the City Engineer.

2.2 Traffic Control -- Traffic Control shall conform to the current Work Area Traffic Control Handbook (WATCH) or other traffic control manuals may be used with approval of the City Engineer.

2.3 Working Hours -- Except for emergency repairs, no work shall be performed within City road right-of-way on weekends, City holidays, before 7 AM or after 4 PM unless authorized by the City Engineer.

2.4 Dewater Operations -- Release of, or the directing of water onto City roads shall be authorized only by the City and shall include traffic control per Section 2.2, clean-up per Section 4.1 and erosion control. If erosion occurs, grading shall be as required in Section 5.4. Discharges shall comply with the National Pollutant Discharge Elimination System (NPDES) and with federal law, state law and local ordinance.

2.5 Closing Roads -- No road shall be closed without authorization from the City Engineer except in the case of an emergency. An authorized road closure will allow the detour of through traffic only. The Permittee shall provide a smooth dust controlled route that allows unimpeded access for emergency vehicles and residents at all times. A minimum of ten (10) working days are required to process the application.

To apply for a road closure authorization, submit the following to the City of Redlands One Stop Permit Center, 35 Cajon Street Suite 15A, Redlands, CA 92373.

- Written request for the closure with the time schedule included.

- Detour route and sign locations, a detour plan designed by a Registered Civil or Traffic Engineer, if required by the City.

3 - PRESERVATION OF PROPERTY

3.1 Protection of Property -- The Permittee shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Permittee shall repair or replace all existing improvements damaged within the right-of-way which are not designated for removal on the approved plans to match the original in finish and dimension. Trees, lawns and shrubbery that are not designated for removal on the plans shall be protected from damage or injury. If damaged or removed because of the Permittee operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible as approved by City personnel. The Permittee shall give seven (7) days notice to occupants or owners of adjacent property to allow them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the right-of-way which are designated for removal on the plans and would be destroyed because of the work.

3.2 City Facilities -- Prior to construction, the Permittee shall assess the condition of City facilities within project limits and report to the inspector all damaged, defaced or missing pavement, sidewalk, curb, gutter, traffic signs, pavement markings or hazardous conditions that may exist before work is started. Prior to final acceptance of the project, all City facilities shall be in the same or better condition as determined by City personnel.

3.3 Traffic Signals -- Traffic signal detector loops, wiring or appurtenant facilities damaged by the Permittee's operation shall be reported immediately to the City. Any damage shall be repaired immediately at no expense to the City as directed by the City.

3.4 Survey Monuments -- The Permittee shall locate, protect or tie-out all survey monuments which may be disturbed or destroyed. Survey monuments shall be located, referenced and a Corner Record filed with the County Surveyor prior to the start of construction. Following completion of the work, the monuments shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set and a Corner Record filed with the County Surveyor prior to final project notice of completion issued by the City. All work shall be performed under the direction of a licensed Land Surveyor or registered Civil Engineer at no expense to the City.

3.5 Underground Service Alert Markings -- All Underground Service Alert (USA) markings shall be accomplished by the use of marking chalk only. It shall be the responsibility of the Permittee to verify the use of marking chalk when requesting USA services. Any USA markings resulting from Permittee activity shall be removed by sandblasting, sodablasting or water blasting ensuring all NPDES regulations are complied with. Markings must be removed by the Permittee within thirty (30) days from the completion of construction at no expense to the City. If the Permittee fails to remove the markings within the 30 days, the City will remove the markings. The Permittee will be responsible for all costs incurred by the City in accordance with Section

12.20.170 of the City of Redlands Municipal Code. If damage to existing improvements occurs during the removal of USA markings, it shall be repaired to the original condition by the Permittee and approved by the City. Utilizing paint to cover over markings will not be accepted.

4 - PROJECT SITE MAINTENANCE

Surplus dirt, debris, rocks or building materials shall be contained during permit work and the site broomed daily to reduce possibility of being carried by runoff into a storm drain, stream or natural drainage course or lake. At the completion of the permit work, the previous drainage patterns must be restored. Material shall not be placed in such a manner which might result in the blockage of any drainage structure at either the inlet or outlet.

4.1 Clean-up and Dust Control -- Throughout all phases of construction, including suspension of work, the Permittee shall keep the work site clean and free from rubbish and debris. The Permittee shall also abate dust nuisance by cleaning, sweeping and sprinkling with water or other means as necessary. The use of water resulting in mud on roads or drainage facilities will not be allowed as a substitute for sweeping or other cleaning methods. All soil and construction material shall be removed prior to that portion of the road being made available to traffic.

4.2 Truck Routes -- When required by the City, obtain a truck route permit before beginning work. Permits are issued approximately five (5) working days after filing of proper plans, fees and application to the City. Care shall be exercised to prevent spillage on, or damage to City roads. Any such spillage or damage shall be removed or repaired immediately. Dust control and traffic control shall be provided for all hauling operations.

4.3 Storage in City Roads -- There shall be no equipment or materials stored or stockpiled in road right-of-way. Equipment and materials shall be removed from road right-of-way when not in use and at the end of each working day, except as approved by the City Engineer. Offsite storage locations must be approved by City and property owner prior to occupation of the site.

4.4 Emergency Response -- Before work is started, the Permittee shall furnish names and telephone numbers of persons on-call if emergency work is required by the City. The City, at its sole discretion, may elect to perform emergency work if it is judged as necessary for the protection of the roads or for the health and safety of the public. All emergency work shall be accomplished at no expense to the City.

4.5 Maintenance of Trenches -- Permittee shall perform continuing maintenance of all trenches, including periods of suspension of work, during the course of construction and shall maintain the trench for the life of the installation.

5 - MATERIALS AND EQUIPMENT

5.1 Pavement Traffic Markings and Striping – All damaged or removed pavement traffic markings and striping shall be replaced in kind within calendar 14 days from the completion of resurfacing operations. If the Permittee fails to replace damaged striping or markings within calendar 14 days, the City will complete the work and the Permittee will be responsible for all

costs incurred by the City in accordance with Section 12.20.10 of the City of Redlands Municipal Code.

Visual uniformity, as determined by City personnel, may require that adjacent markings, additional length of marking on each side or all markings within an intersection be replaced by the Permittee at no cost to the City. Partial replacement of transverse markings (i.e. stop bars, crosswalks) will not be allowed and must be replace in entirety.

5.2 Asphalt Concrete -- Paving asphalt shall be C2 or D1 – PG 64-10 (1/2" or 3/8") for finish paving, depending on overlay thickness, and B – PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 - PG 70-10.

5.3 Rubberized Asphalt Concrete – Rubberized asphalt concrete shall be Asphalt Rubber Hot Mix (ARHM) Wet Process per City of Redlands Standards and Standard Specifications for Public Works Construction (Greenbook), latest edition.

5.4 Base Material -- Base material shall be Crushed Aggregate Base (CAB), Crushed Miscellaneous Base, Fine Mix (CMB) per Greenbook, latest edition or Class 2 Base (3/4" Max,) per 2010 Caltrans Specifications or as approved by City personnel.

5.5 Grading Equipment -- Grading of soil roads or soil shoulders may be accomplished by any means that will provide a smooth, compacted and uniform surface that varies less than 0.1 foot in 10 feet for line or grade up to 300 feet. Projects greater than 300 feet in length will require grading be performed by an approved motor grader.

5.6 Track Equipment -- Track equipment and outriggers used on paved surfaces shall be equipped with street pads and be operated so as not to mar the surface or cause damage to any City facility. If pavement is marred, it shall be resurfaced over the entire width as required in Section 8, Trench Resurfacing. If City facilities are damaged, they shall be replaced or repaired as specified in Section 3, Preservation of Property.

5.7 Equipment -- Paving 6 feet wide or wider in a driving lane shall be accomplished by use of a paving machine approved by City personnel. Shoulder paving and miscellaneous paving shall be as approved by the City.

6 – TRENCHING

6.1 Definition of Trenching -- Trenching shall be defined as any operation in which asphalt pavement, concrete pavement, earth, or other material on the surface is moved, removed, or otherwise displaced by means of hands, tools, or equipment in any of the following ways: trenching, digging, ditching, drilling, augering, tunneling, cutting or any other method not specified.

6.2 CalOSHA -- All excavations shall conform to the requirements of the State of California Division of Occupational Safety and Health. The applicant for a road permit shall possess a

permit to excavate from the Division of Industrial Safety, Department of Industrial Relations, State of California.

6.3 New Roads – Per Section 12.20.030 of the City of Redlands Municipal Code, there shall be no trenching activity on streets paved or resurfaced within the previous 5 years unless otherwise authorized by the City Engineer. If authorized, the Permittee shall be required to overlay the roadway to restore it to its original condition per Standard Drawing Number 193, Trench Overlay Detail or complete repair improvements as determined by City Engineer. To determine if a street is subject to a moratorium, visit www.cityofredlands.org/MUED/engineering/encroachment and access the Moratorium Streets Map. The map is updated regularly, however if conflicts or questions arise please contact the One Stop Permit Center at (909) 798-7551.

6.4 Pavement Removal -- Paving shall be cut for removal and excavated in a manner that does not disturb the adjacent pavement. Paving shall be sawcut or cold planed for permanent repair as specified in Section 8. Remnant strips of paving less than 5 feet wide shall be removed and included in the replacement paving. Replacement paving along the edge of paving that does not have curb and gutter, AC dike or AC berm shall be a minimum of 5 feet wide. When sidewall slippage occurs within the trench under the pavement, the pavement in the affected area shall be removed and the area of slippage shall be recompacted, paving of this area shall be included in the replacement paving. Any voids under the pavement shall be filled by an appropriate method approved by the inspector.

6.5 Open Trench -- The maximum length of open trench (excavation or backfill not resurfaced) allowed during construction shall be the distance of construction which can be reasonably installed in a single day. An open trench shall be attended by contractor's personnel at all times. Where pavement has been removed, a minimum of 2 inches of temporary paving shall be placed before that area is made available to traffic. Before leaving the project and at the end of each day, all areas of pavement removal, including sidewalk, drainage courses and driveway approaches shall be backfilled, compacted and surfaced with temporary asphalt. Upon approval of the City, appropriate areas of the trench may be protected by plate bridging or protective fencing.

6.6 Trench Bridging -- Plate bridging in the traveled way shall be per Standard Drawing Number 194, Plate Bridging Detail detail herein with traffic control per Section 2.2, Traffic Control.

6.7 Protective Fencing -- When protective fencing is used to secure an area, it shall be constructed of 6 foot high, pipe framed chain link panels or equal material, secured into position and placed in a manner that there are no gaps larger than 3 inches. Fencing shall be placed a minimum of 4 feet from the nearest driving lane and shall be protected by appropriate signing and barriers per Section 2.2, Traffic Control.

6.8 Trench Backfill -- Unless otherwise specified by the City, the trench shall be backfilled with Base Material, as defined within Section 5.4. Native soil backfill will not be allowed as backfill material and shall be disposed of at the cost of the Permitee. The backfill shall be installed per Standard Drawing Number 191, T-Cut Trench Repair.

Any trenching that involves bundled conduits of more than five (5) 2 inch conduits shall be slurry backfilled with 1-1/2 sack slurry.

6.9 Bedding Zone -- Unless otherwise specified by the City, imported sand shall be used backfill within the bedding zone area as defined on the attached surface restoration and trench backfill detail. Select native soil from excavation may be used as a suitable backfill if the material is determined to provide a sand equivalent greater than 30 by use of California Test 217 (ASTM D2419-09).

6.10 Narrow Trench -- Unless otherwise authorized, trenches in paved areas, 1-foot or less in width, shall be backfilled to pavement subgrade with 1-1/2 sack aggregate/cement slurry. The slurry shall be protected until cured and pavement placed per Section 8, Trench Resurfacing.

6.11 Inclement Weather -- Other than emergency repairs or as directed by the City, there shall be no excavation within the traveled way of City roads during periods of inclement weather.

7 - COMPACTION

7.1 Relative Compaction (RC) -- RC of 95% minimum shall be required for asphalt pavement, paving base material and backfill material. RC of 90% minimum shall be required for all backfill within the bedding zone as defined in Section 6.9. All compaction shall be in accordance with California Test No. 216 or No. 231 (ASTM D-1556 or D-1557-70). Use of an alternate compaction test method (e.g. Dynamic Cone Penetrometer) must be approved in advance and will be approved on a case-by-case basis.

7.2 Compaction Testing Frequency and Location -- Trench backfill testing shall be at 250 foot maximum intervals. One test shall be performed for each 4 feet of depth or fraction thereof. Pavement subgrade and pavement base material shall be tested at 500 foot intervals. Tests for backfill shall be taken at mid-depth of each 4 feet of backfill starting at the top of the installation. 20% of laterals and 100% of manholes shall be tested independently of the main line. Failure of a compaction test will result in the entire area represented by that test being uniformly reworked and retested at a random location.

7.3 Test Reports -- Tests shall be certified by a registered California Civil or Geotechnical Engineer or testing laboratory in accordance with the State of California test requirements. Test locations shall be determined by City personnel. Test reports shall be listed individually for each trench or for each type and phase of construction that includes an accurate description of the test location. Compaction reports shall be submitted to Inspector prior to permanent paving. If an alternate compaction method is approved per Section 7.1, alternate test reports specified at time of permit issuance shall be submitted.

7.4 Mechanical Compaction -- Backfill shall be placed in horizontal layers of thickness compatible to the material being placed and the type of equipment being used. Each layer shall be evenly spread then tamped or rolled until the specified relative compaction is attained.

7.5 Water Densification -- Densifying by ponding and jetting will not be allowed within 4-feet of finish grade unless confined to the pipe zone and approved by the Inspector. Water densification may be allowed when, as determined by City personnel, the base and backfill materials have a sand equivalent of 20 or greater (California Test No. 217) and are of such character that they will be self-draining when compacted and the foundation material will not soften, or otherwise be damaged by the applied water. For authorization to use water densification, submit request and test reports representing the foundation soils and backfill material, at a maximum of 1000 foot intervals to the Inspector five (5) working days prior to starting work.

8 - TRENCH RESURFACING

8.1 Temporary AC Pavement -- Temporary asphalt compacted to 2 inches thick shall be placed and maintained in a smooth and compacted condition at all locations where paving has been removed and before traffic is allowed to pass over areas of pavement removal. Temporary asphalt shall be removed for permanent repair.

8.2 Pavement Repair-General – Any damaged paving shall be replaced in kind. Permittee shall ensure any areas with existing rubberized asphalt concrete are repaired with rubberized asphalt concrete, independent of the amount of repairs necessary. Damaged paving adjacent to the trench edges shall be sawcut and removed in rectangular sections. Remnant strips of paving 5 feet wide or less will be removed and that area included in the paving repair. Asphalt paving shall be placed in a minimum of two lifts and be a minimum of 95% RC. The repaired section shall be 1 inch thicker than the existing paving but not less than 3 inches thick. Paving shall be placed within thirty (30) days of completion of the subsurface installation in accordance with Section 1.5. Areas to be joined with asphalt paving shall be cleaned of all soil and foreign material and tacked 100% coverage of asphaltic emulsion or paint binder.

8.3 Permanent Pavement Repair -- Base paving will be in compacted lifts a minimum of 2 inches and a maximum of 3 inches thick and shall be B – PG 64-10 (3/4”). Finish course shall be a minimum of 1 inch and a maximum of 2 inches thick of C2 or D1– PG 64-10 (1/2” or 3/8”), depending on overlay thickness, flush with the existing paving. In areas requiring rubberized asphalt concrete pavement repair the entire pavement section shall be replaced with ARHM Wet Process, per Section 5.3. Trench sections over 6 feet in width shall utilize a self-propelled vibrating screed paving machine (Barber-Greene or equivalent) and may be subject to additional requirements.

8.4 Overlay Paving -- An overlay will be required for any roads paved or resurfaced within the previous 5 years per Section 6.3, New Roads. Any roads with trenches that are classified as excessive pavement removal, as defined in Section 8.5, will also be required to provide an overlay per Standard Drawing Number 193, Trench Overlay Detail. The determination of the overlay shall be made by the City at the prebid/preconstruction meeting or prior to issuance of the permit. Substantial damage to the roadway beyond the trench excavation as a result of negligence by the Permittee or their contractor shall meet or exceed prior street conditions and will be determined by the City. The overlay, when required, shall be a minimum of 1 inch or 1-1/2 inches of C2 or D1 – PG 64-10 (1/2” or 3/8”), depending on overlay thickness, placed with a

paving machine per Section 5.6 and shall extend beyond pavement removal a minimum of 18 inches laterally and 18 inches longitudinally from the sawcut edge and shall cover the driving lane or shoulder full width. Roads that have a superelevation or tilt cross section may require full road width overlay in the area of the superelevation or tilt section. When paving occurs where striping exists the paving joint shall be centered on the striping and all damaged striping replaced per Section 5.1, unless otherwise noted.

8.5 Excessive Pavement Removal -- Any road subjected to removal of six or more separate areas of pavement, or the removal of 15% of the total area of a lane or shoulder, by a Permittee within a 300 foot length of street, shall be classified as excessive pavement removal and require an overlay per Section 8.4 and Standard Drawing Number 193, Trench Overlay Detail. Any trenching activities performed within 1 year, within a 300 foot length, by the same Permittee, shall be evaluated by City staff to determine if the trenching activities classifies as excessive pavement removal.

8.6 Pavement Surfacing -- Where there are existing surface coats on the existing paving, open graded paving, slurry seal, chip seal or any type of surfacing that has been removed, the surfacing and paving shall be replaced in kind to the extents of the pavement repair.

8.7 Driveway Approaches -- Driveway approaches constructed of asphalt concrete shall be repaired as required and shall also be overlaid with a 1-1/2 inch thick full width overlay to the property line or slurry sealed.

8.8 Portland Cement Concrete -- Potholes or trenches in PCC shall be repaired by sawcutting or grinding and removed in full panels at the score lines or as directed by City personnel.

8.9 Trench Failure and Repair -- When the City notifies Permittee of a failure of the trench (settlement, excessive cracking or alligatoring, etc.) Permittee shall coordinate the proposed trench repair method and schedule with the City. If the Permittee fails to repair the trench within calendar 14 days from the date of written notice, the City will complete the repair and the Permittee will be responsible for all costs incurred by the City in accordance with Section 12.20.170 of the City of Redlands Municipal Code.

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STANDARD DRAWINGS

Std. Dwg. No.	Title
190	Trench Repair General Notes
191	T-Cut Trench Repair
192	Butt Joint Trench Repair
193	Trench Overlay Detail
194	Plate Bridging Detail

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TRENCH REPAIR GENERAL NOTES

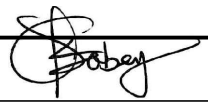
1. ALL PAVEMENT REPAIR WORK SHALL CONFORM TO THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, 2018 GREENBOOK AND ANY ADDITIONAL REQUIREMENTS LISTED WITHIN THE PLANS OR PERMIT.
2. ALL TRENCH ACTIVITY SHALL BE REPAIRED WITH A T-CUT REPAIR AS SHOWN ON STD. DWG. NUMBER 191. A BUTT JOINT TRENCH REPAIR, PER STD. DWG. NUMBER 192, SHALL ONLY BE USED WHEN APPROVED IN WRITING BY THE CITY ENGINEER.
3. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
4. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
5. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
6. PRIOR TO THE PAVEMENT REPAIR, SAWCUT A CLEAN, STRAIGHT, VERTICAL FACE AT 12" MINIMUM BEYOND THE EDGE OF THE REQUIRED TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAWCUTTING SHALL BE CAPTURED AND DISPOSED OF ACCORDINGLY.
7. A MINIMUM OF 2" OF TEMPORARY ASPHALT PAVEMENT SHALL BE INSTALLED WITHIN THE TRENCH AREA. TEMPORARY PAVING SHALL BE FLUSH WITH SURROUNDING GRADE AND MAINTAINED UNTIL PERMANENT ASPHALT IS INSTALLED.
8. BASE COURSE SHALL BE "B PG 64-10" SHALL BE COMPLETED IN LIFTS BETWEEN 2" AND 3" AND COMPACTED TO 95% RELATIVE COMPACTION.
9. FINISH COURSE SHALL BE "C2 PG 64-10" OR "D1 PG 64-10" (1/2" OR 3/8"), DEPENDING ON OVERLAY THICKNESS, PER STD. DWG. 191 AND COMPACTED TO 95% RELATIVE COMPACTION.
10. BASE PAVEMENT SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE AND GRINDED DOWN TO THE THICKNESS OF THE OVERLAY WHEN THE FINISH COURSE OVERLAY IS INSTALLED.
11. A MINIMUM OF 72 HOURS SHALL PASS BETWEEN THE INSTALLATION OF THE BASE COURSE TO THE INSTALLATION OF THE FINISH COURSE. NOTIFY THE INSPECTOR AT THE START OF THE 72 HOURS TO ALLOW TIME FOR INSPECTION PRIOR TO THE INSTALLATION OF THE FINISH COURSE.
12. APPLY A TACK COAT TO ALL VERTICAL EDGES AND SURFACES TO BE CAPPED.
13. APPLY A SEAL COAT AND #30 SILICA SAND TO FINISHED EDGES USING SS1H ASPHALT EMULSION.
14. ALL PAVEMENT REPAIR SHALL BE COMPLETED WITH LIKE MATERIALS, I.E. ARHM SHALL BE REPLACED WITH ARHM.
15. TRAFFIC CONTROL SHALL REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT DAMAGING THE FINISHED SURFACE. ANY TRACKING SHALL BE CORRECTED BY THE CONTRACTOR IN CONFORMANCE WITH THE REDBOOK.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE REMOVED BY THE CONTRACTOR OR PERMIT HOLDER IN ACCORDANCE WITH SECTION 3.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

TRENCH REPAIR GENERAL NOTES

STD. DWG. NUMBER **190**

APPROVED  DATE 02/20/2020

GOUTAM K. DOBEY, ENGINEERING MANAGER, RCE 75646

SHEET 1 OF 1

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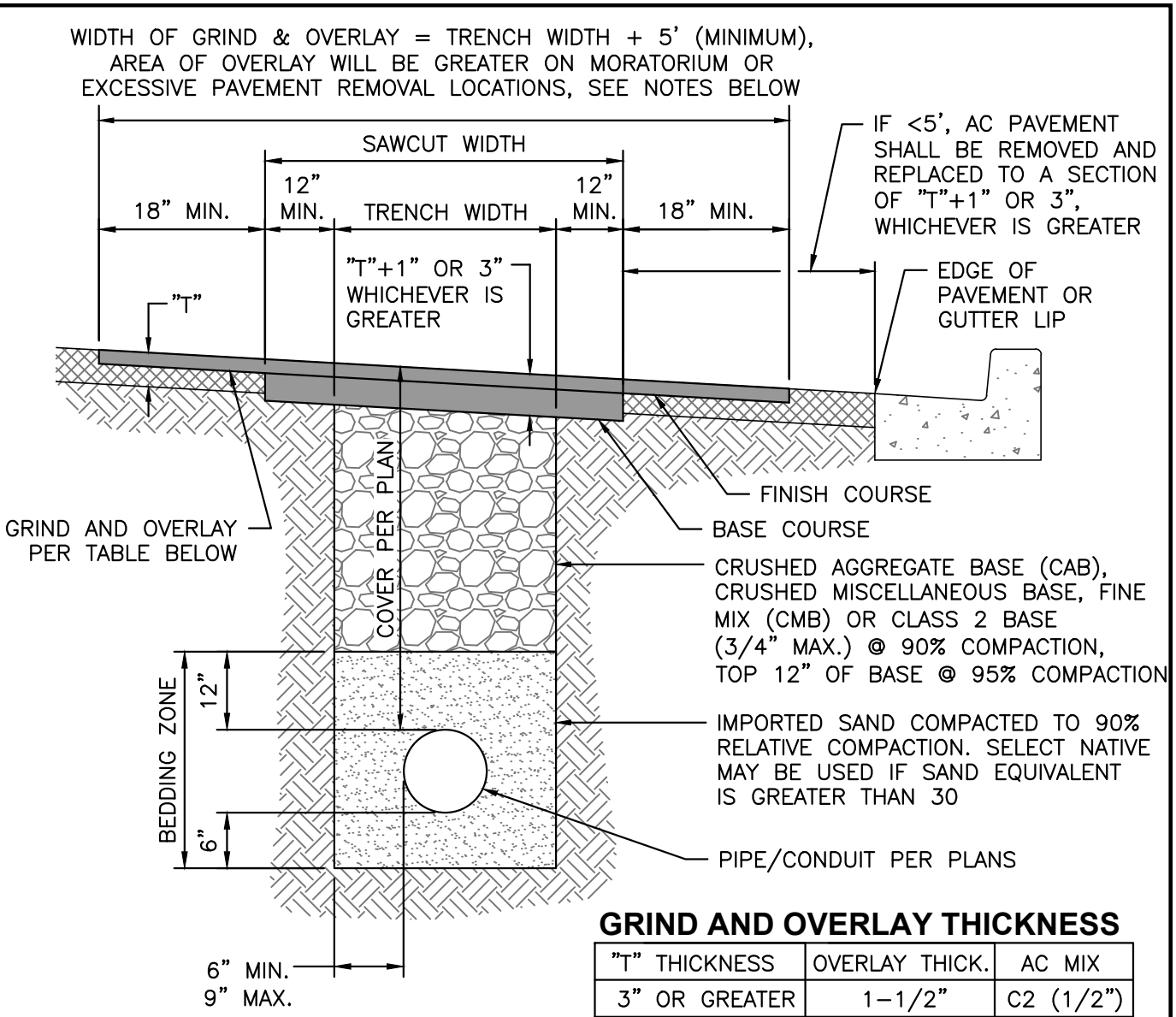

GRIND AND OVERLAY THICKNESS

"T" THICKNESS	OVERLAY THICK.	AC MIX
3" OR GREATER	1-1/2"	C2 (1/2")
2" TO <3"	1"	D1 (3/8")
<2"	NONE	N/A

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

T-CUT TRENCH REPAIR

STD. DWG. NUMBER **191**

APPROVED _____ DATE 02/20/2020

GOUTAM K. DOBEY, ENGINEERING MANAGER, RCE 75646

REV.	BY	DATE

SHEET 1 OF 1

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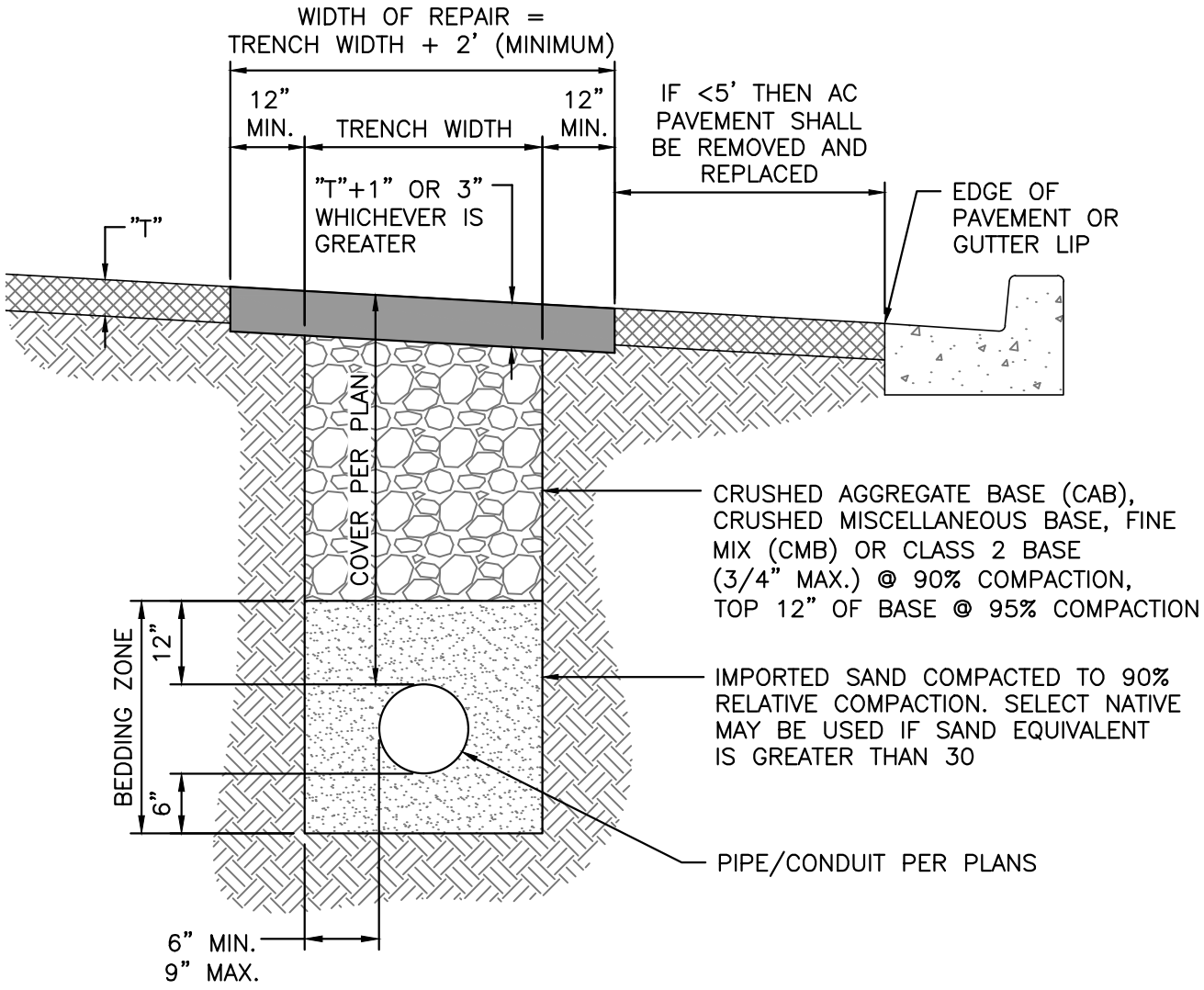

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. ALL TRENCH REPAIR SHALL BE COMPLETED PER STD. DWG. 191 UNLESS THIS REPAIR DETAIL IS EXPLICITLY APPROVED IN WRITING AS AUTHORIZED BY THE CITY ENGINEER.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

BUTT JOINT TRENCH REPAIR

STD. DWG. NUMBER

192

APPROVED

DATE 02/20/2020

GOUTAM K. DOBEY, ENGINEERING MANAGER, RCE 75646

SHEET 1 OF 1

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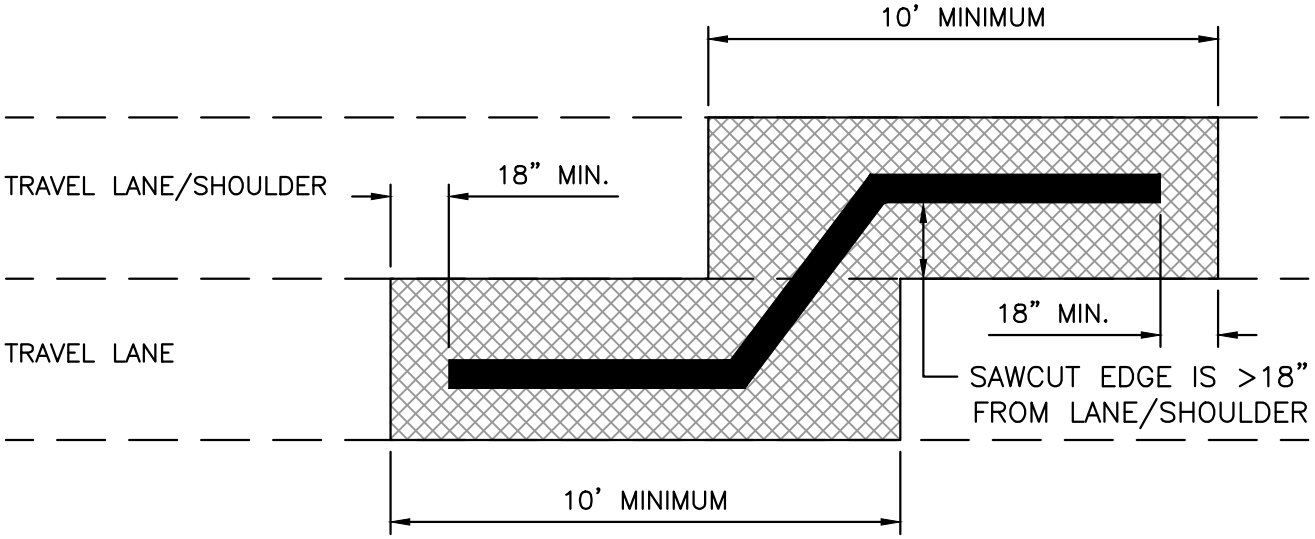
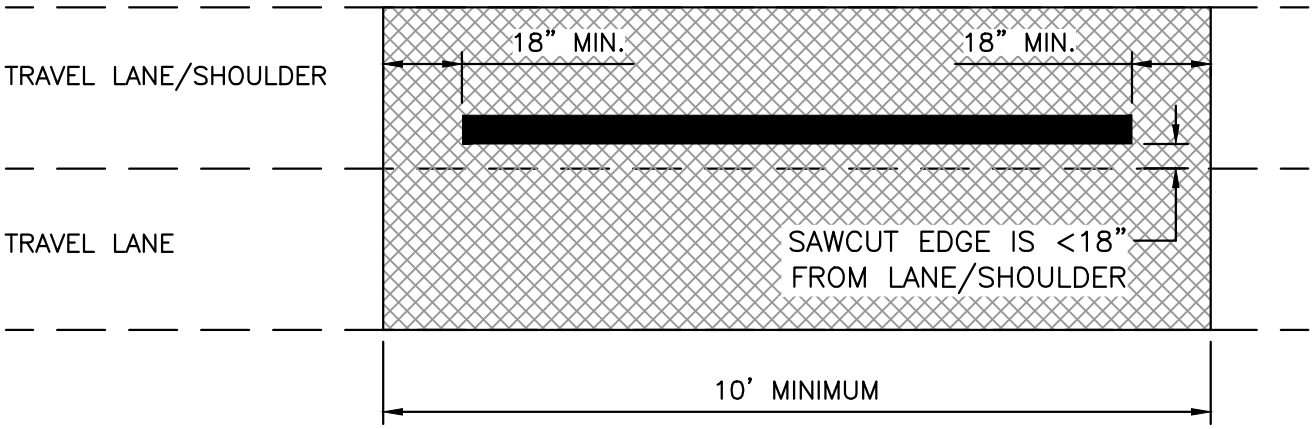
SINGLE LANE/SHOULDER OVERLAY



MULTIPLE LANE/SHOULDER OVERLAY



OVERLAY AREA, SEE STD. DWG. NO. 191 FOR GRIND AND OVERLAY THICKNESS

SAWCUT AREA (12" OUTSIDE OF TRENCH AREA ON ALL SIDES)

NOTES

1. THIS DETAIL APPLIES TO MORATORIUM STREETS OR EXCAVATIONS DETERMINED TO BE "EXCESSIVE PAVEMENT REMOVAL" AS DEFINED WITHIN SECTION 6.3 OR 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.
2. OVERLAY AREA TO EXTEND 18" MINIMUM BEYOND TRENCH SAWCUT AREA IN ALL DIRECTIONS AND BE A MINIMUM OF THE LANE OR SHOULDER WIDTH X 10' LONG.
3. REVISIONS TO THE REQUIRED OVERLAY AREA MAY BE MADE AT THE DISCRETION OF THE CITY.
4. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

TRENCH OVERLAY DETAIL

STD. DWG. NUMBER

193

APPROVED

DATE 02/20/2020

GOUTAM K. DOBEY, ENGINEERING MANAGER, RCE 75646

SHEET 1 OF 1

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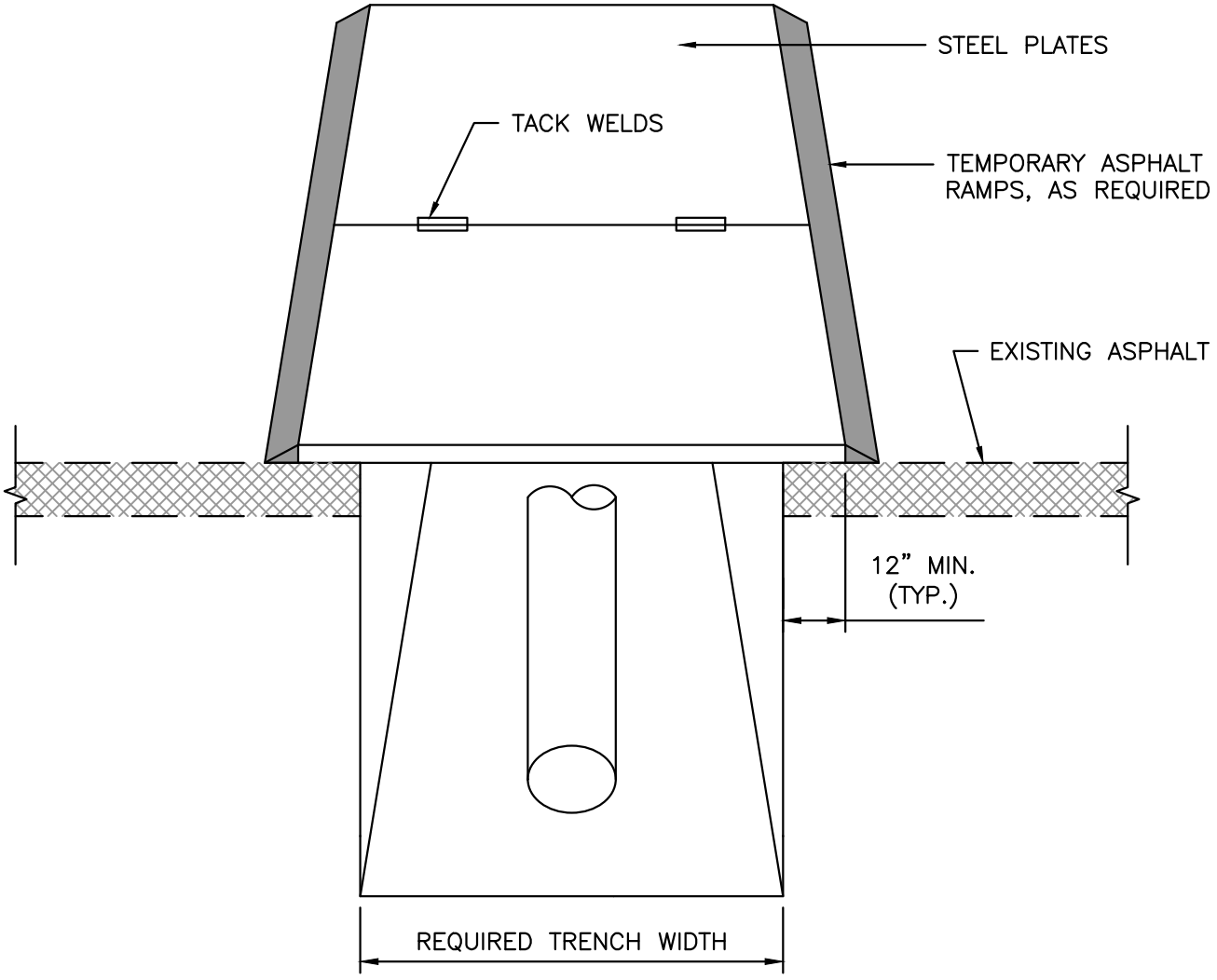

NOTES

1. SEE SHEET 2 FOR NOTES.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REV.	BY	DATE

PLATE BRIDGING DETAIL

STD. DWG. NUMBER

194

APPROVED _____ DATE 02/20/2020

GOUTAM K. DOBEY, ENGINEERING MANAGER, RCE 75646

SHEET 1 OF 2

NOTES

1. STEEL PLATES USED FOR BRIDGING SHALL EXTEND A MINIMUM OF 12 INCHES BEYOND THE EDGES OF THE TRENCH.
2. INSTALL STEEL PLATE BRIDGING TO OPERATE WITH MINIMUM NOISE.
3. SHORE THE TRENCH TO SUPPORT THE BRIDGING AND TRAFFIC LOADS.
4. USE TEMPORARY PAVING WITH COLD ASPHALT CONCRETE TO FEATHER THE EDGES OF THE PLATES IF PLATE INSTALLATION BY METHOD 2 IS USED.
5. SECURE BRIDGING AGAINST DISPLACEMENT BY USING ADJUSTABLE CLEATS, SHIMS, OR OTHER DEVICES.
6. INSTALL STEEL PLATE BRIDGING AND SHORING USING EITHER METHOD 1 OR 2:

   METHOD 1 (FOR SPEEDS MORE THAN 45 MPH): THE PAVEMENT SHALL BE COLD PLANNED TO A DEPTH EQUAL TO THE THICKNESS OF THE PLATE AND TO A WIDTH AND LENGTH EQUAL TO THE DIMENSIONS OF THE PLATE. MAXIMUM OF 1 INCH GAP BETWEEN EXISTING PAVEMENT AND PLATE UNLESS WHEN PARALLEL TO TRAFFIC, MAXIMUM 1/2 INCH.

   METHOD 2 (FOR SPEEDS 45 MPH OR LESS): ATTACH APPROACH PLATE(S) AND ENDING PLATE (IF LONGITUDINAL PLACEMENT) TO THE ROADWAY BY A MINIMUM OF TWO DOWELS PREDRILLED INTO THE CORNERS OF THE PLATE AND DRILLED 2 INCHES INTO THE PAVEMENT. BUTT SUBSEQUENT PLATES TO EACH OTHER. COMPACT FINE GRADED ASPHALT CONCRETE TO FORM RAMPS, MAXIMUM SLOPE 8.5% WITH A MINIMUM 12–INCH TAPER TO COVER ALL EDGES OF THE STEEL PLATES, BACKFILL THE DOWEL HOLES IN THE PAVEMENT WITH EITHER GRADED FINES OF ASPHALT CONCRETE MIX OR CONCRETE SLURRY.
7. MAINTAIN THE STEEL PLATES, SHORING, AND ASPHALT CONCRETE RAMPS.
8. THE REQUIRED MINIMAL THICKNESS OF STEEL PLATE BRIDGING FOR A GIVEN TRENCH WIDTH:

WIDTH OF TRENCH	MINIMUM PLATE THICKNESS
1 FOOT – 3 FOOT	1 INCH
4 FOOT	1–1/4 INCH

   NOTE: FOR SPANS GREATER THAN 4 FEET, PREPARE A STRUCTURAL DESIGN BY A REGISTERED CIVIL ENGINEER AND SUBMIT TO THE CITY FOR REVIEW.
9. STEEL PLATE BRIDGING SHALL BE STEEL PLATE DESIGNED FOR HS20–44 TRUCK LOADING PER CALTRANS BRIDGE DESIGN SPECIFICATIONS MANUAL. MAINTAIN ON THE STEEL PLATE A NONSKID SURFACE HAVING A MINIMUM COEFFICIENT OF FRICTION EQUIVALENT TO 0.35 AS DETERMINED BY CALIFORNIA TEST METHOD 342.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

PLATE BRIDGING DETAIL

STD. DWG. NUMBER **194**

APPROVED _____ DATE 02/20/2020

GOUTAM K. DOBEY, ENGINEERING MANAGER, RCE 75646

REV. | BY | DATE

City of
REDLANDS
"A City That Works"

City Council Meeting **L. 9.**

DATE: 12/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8645 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program prepared for the proposed California Street and Redlands Boulevard Intersection Widening Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to adopt Resolution No. 8645.

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 8645 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program for the proposed California Street and Redlands Boulevard Intersection Widening Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines.

DISCUSSION:

Project Location:

The Project site comprises three (3) irregularly shaped parcels (APNs: 0292-034-10, -11, and -17) totaling approximately 1.8 acres. The site consists of the California Street and Redlands Boulevard public rights-of-way, Mission Zanja Channel, which is an earthen storm drain channel operated and maintained by the San Bernardino County Flood Control District that crosses under the California Street and Redlands Boulevard intersection, and vacant

land located west of California Street that is characterized by level terrain and a mixture of ruderal/disturbed vegetation. The site is bounded by a gas station to the north, a commercial shopping center to the east, an elementary school to the south, and the Mission Zanja Channel and an apartment complex to the west. Specifically, the Project site is located in Sections 19 and 20 of Township 1 South, Range 3 West, as depicted on the U.S. Geological Survey Redlands, California 7.5-minute topographic quadrangle map.

Project Description:

The City proposes to widen the west side of California Street, north of Redlands Boulevard and south of the existing Anthem Oil gas station. California Street is classified as a Major Arterial roadway. The proposed widening Project is designed to accommodate the high volume of motorists that utilize the roadway to travel between residential areas, major activity centers, and the I-10 and I-215 freeways. The proposed widening of California Street consists of the construction of one (1) designated right turn lane, two (2) travel lanes, a 6.5-foot-wide concrete sidewalk with curb and gutter, and a 24-foot-wide concrete sidewalk depression to provide access to the Channel for maintenance. The specifications for the sidewalk and gutter improvements meet the requirements of the City's Standard Specifications and Detail Drawings for Design Construction of Public Improvements guidelines (Public Works Standards).

The proposed storm drain improvements consist of the construction of a Reinforced Concrete Box (RCB) triple culvert totaling fifty-four feet (54') wide and eleven feet (11') tall and 220 feet in length that will connect to an existing RCB triple culvert in the Redlands Boulevard and California Street right-of-way. The specifications for the culvert are in accordance with the County of San Bernardino Flood Control Standards and the Standard Plans for Public Works Construction (SPPWC) Standards.

Summary of Cultural Resources Investigations:

To identify cultural resources that could be affected by the Project, various environmental investigations were conducted by CASC Engineering and Consulting, Inc., (CASC). The cultural resources assessment included a cultural records search at the South Central Coastal Information Center (SCCIC), a search of the Native American Heritage Commission's (NAHC) Sacred Lands File (SLF), historic archival research from public and private sources, an intensive pedestrian field survey to identify cultural resources within the Project area, and an evaluation of the affected segment of the Mission Zanja Channel for eligibility for the California Register of Historical Resources (CRHR). The records search identified 15 cultural resources within ½ mile of the Project area, 12 of which are historic structures, and one (1) cultural resource within the Project area. This resource, a segment of Redlands Boulevard (P-36-032482), was previously evaluated as ineligible for the National Register of Historic

Places (NRHP). Background research, field inspection, and evaluation of the Project property identified one (1) additional cultural resource within the Project area, a segment of the Mission Zanja Channel. The current study has evaluated the resource as ineligible for the CRHR. The Project area is therefore assessed as having a low sensitivity for buried prehistoric and historic resources and the two (2) built environmental resources within the Project area have been evaluated as ineligible for the CRHR.

The paleontological resources assessment included a records search at the Western Science Center (WSC), archival research, and an intensive pedestrian survey to identify paleontological resources within the Project area. The study did not identify any paleontological resources within the Project. The Holocene-age sediments underlying the Project area are assessed as having a low sensitivity for buried paleontological resources.

Environmental Review:

CASC prepared an Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with the California Environmental Quality Act (CEQA). The IS/MND was made available for public review and comment for thirty (30) days as required (State Clearinghouse No. 2024091020) between September 26, 2024, to October 28, 2024. The Notice of Intent was published in the local Newspaper at the beginning of the public review period. The environmental documents were also made available for public review on the City's website at 'https://www.cityofredlands.org/environmental-documents'.

Mitigation Measures: The Initial Study recommends a Mitigated Negative Declaration with mitigation measures that pertain to Biological Resources, Cultural Resources, Paleontological Resources, and Tribal Cultural Resources. Most mitigation measures pertain to the construction phase of the project (e.g., construction activities, site improvements, or construction materials) and there are no aspects of the Project after construction that will require ongoing future monitoring for CEQA purposes. The mitigation measures will ensure that the effects of the Project will remain less than significant and are summarized in the Mitigation Monitoring and Reporting Program within the IS/MND.

After mitigation, no significant effects are anticipated, and the recommended mitigation measures will be incorporated into the Project construction phase. There is no substantial evidence of any potentially significant environmental effects as a result of the Project, and a Mitigated Negative Declaration is the appropriate environmental determination.

Public Comments: In accordance with the California Environmental Quality Act (CEQA) Guidelines, the draft IS/MND was posted for public review and comment from September 26, 2024, to October 28, 2024. During the thirty (30) day comment period, one comment was received. The City of Redlands acknowledges the comment; however, the comment was not CEQA related. The

commenter does not provide any specific information or evidence related to the analysis or conclusions in the Initial Study/Mitigated Negative Declaration (IS/MND). As a result, no changes to the IS/MND are required. The project will continue to follow local design standards to ensure compatibility with surrounding properties.

ALTERNATIVES:

The City Council may deny the staff recommendation. However, this will prevent the City from complying with CEQA requirements, which is necessary to proceed with the construction of the Project.

STRATEGIC PLAN:

Strategic Priority D, Strategic Objective 3 - Infrastructure. Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Discussion:
There is no fiscal impact associated with this action.

Attachments

A. Resolution No. 8645
B. Initial Study and Mitigated Negative Declaration
C. Appendix A - Air Quality and Greenhouse Gas Impact Analysis
D. Appendix B - Biological Site Assessment
E. Appendix C - Jurisdictional Delineation

F. Appendix D - Cultural and Paleontological Resources Assessment
G. Appendix E - Subsurface Soils Investigation
H. Appendix F - Noise Impact Analysis

RESOLUTION NO. 8645

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING/REPORTING PROGRAM FOR THE PROPOSED CALIFORNIA STREET AND REDLANDS BOULEVARD INTERSECTION WIDENING PROJECT LOCATED ON APN: 292-034-10; 292-034-11; 292-034-17.

WHEREAS, an Initial Study and Mitigated Negative Declaration ("MND") for the proposed California Street and Redlands Boulevard Intersection Widening Project ("Project") was prepared for the City of Redlands which was circulated for public review for a period of thirty days beginning on September 26, 2024, and ending on October 28, 2024;

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

Section 1. CEQA Compliance. The City Council has reviewed and considered the information contained in the Initial Study and MND, related technical studies and analyses, acknowledgement that no public comments received, and determines that the MND and related documents contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project.

Section 2. Independent Judgment of Lead Agency. The City Council has exercised independent judgment and analysis in accordance with Public Resources Code Section 21082.1(c)(3) in that the City Council analyzed the MND and accompanying technical studies/reports and finds that the MND reflects the independent judgment and analysis of the City.

Section 3. Adoption of Mitigated Negative Declaration. The City Council finds on the basis of the whole record that there is no substantial evidence that the Project will have a significant effect on the environment, including mitigation measures and any Project design features, and hereby adopts the MND for the Project.

Section 4. Adoption of Mitigation Monitoring/Reporting Program. Pursuant to Public Resources Code section 21081.6, the City hereby adopts the Mitigation Monitoring/Reporting Program attached to the MND, and all mitigation measures are included as conditions of approval for the Project.

Section 5. Notice of Determination. The City Council hereby adopts the MND for the Project and the accompanying Mitigation Monitoring and Reporting Program and direct staff to file and post a Notice of Determination in accordance with the State CEQA Guidelines.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 17th day of December 2024.

_____
, 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 17th day of December 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Final Initial Study and Mitigated Negative Declaration

California Street and Redlands Boulevard Intersection Widening

City of Redlands

SCH# 2024091020

Lead Agency:

City of Redlands
35 Cajon Street
Redlands, CA 92373

Prepared By:

CASC Engineering and Consulting, Inc.
1470 E. Cooley Dr.
Colton, CA 92324
(909) 783-0101

November 5, 2024

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2.2 Response to Comments 3

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SECTION ONE – INTRODUCTION

The City of Redlands has prepared this Final Initial Study Mitigated Negative Declaration (Final IS/MND) in compliance with the California Environmental Quality Act (CEQA) for the California Street and Redlands Boulevard Intersection Widening Project ("Project"). The City of Redlands has evaluated one (1) comment received on California Street and Redlands Boulevard Intersection Widening Project Draft IS/MND and has prepared a response to the comment. The Responses to Comments and Draft IS/MND comprise the Final IS/MND for use by the City of Industry in its review and consideration of the Project.

This document is organized into three sections:

- Section 1 - Introduction.
- Section 2 - Responses to Written Comments: Provides a list of commenters who commented on the Draft IS/MND. Summary of the comment received regarding the Draft IS/MND and responses thereto are included in this section.

The Final IS/MND includes the following contents:

- Responses to Written Comments (Section 2 of this document)
- Draft IS/MND (provided under separate cover as Appendix A)

SECTION TWO – RESPONSES TO WRITTEN COMMENTS

2.1 List of Authors

A list of public agencies, organizations, and individuals that provided comments on the Draft IS/MND is presented below. Each comment has been assigned a code. Individual comments within each communication have been numbered so comments can be cross-referenced with responses. Following this list, the text of the communication is reprinted and is followed by the corresponding response.

Commenters

- Troy Farahmand

2.2 Response to Comments

In accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15088, the City of Redlands, as the lead agency, evaluated the comments received on the Draft IS/MND for the California Street and Redlands Boulevard Intersection Widening Project and has prepared a response to the one (1) comment received. This Response to Comments document becomes part of the Final IS/MND for the project in accordance with CEQA Guidelines Section 15074.

Comment 1

From: Troy Farahmand htf@htflawfirm.com
Date: 10/2/2024

Summary of Comment: The owner of a gas station located north of the proposed Project expressed concerns that his property may stick out in an undesirable way due to the Project design. The comment was conveyed via email and phone, but due to privacy considerations, the City has chosen to summarize the comment.

Response to Comment 1

Response: The City of Redlands acknowledges the comment; however, the commenter does not provide any specific information or evidence related to the analysis or conclusions in the Initial Study/Mitigated Negative Declaration (IS/MND). As a result, no changes to the IS/MND are required. The project will continue to follow local design standards to ensure compatibility with surrounding properties.

APPENDIX A – California Street and Redlands Boulevard Intersection Widening Initial Study and Mitigated Negative Declaration Public Review Draft

PUBLIC REVIEW DRAFT

Initial Study and Mitigated Negative Declaration

California Street and Redlands Boulevard Intersection Widening

Lead Agency:

City of Redlands
35 Cajon Street
Redlands, CA 92373

Prepared By:

Casc Engineering and Consulting, Inc.
1470 E. Cooley Dr.
Colton, CA 92324
(909) 783-0101 Ext. 5370

September 19,2024

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Appendix A - California Street and Redlands Boulevard Air Quality and Greenhouse Gas Impact Analysis. Urban Crossroads, Inc. April 22, 2024.

Appendix B - Biological Site Assessment for Mission Zanja Channel Improvements, Redlands, California. Casc Engineering and Consulting. May 10, 2023.

Appendix C - Jurisdictional Delineation Report California Street/Redlands Boulevard Widening Project. Casc Engineering and Consulting. August 2023.

Appendix D - Cultural and Paleontological Resources Assessment California Street/Redlands Boulevard Intersection Improvements Project Redlands, San Bernardino County, California. Duke Cultural Resources Management. March 2024.

Appendix E - Subsurface Soils Investigation California Street and Redlands Boulevard Widening Project Redlands, California. LOR Geotechnical Group, LLC. February 27, 2022

Appendix F - California Street and Redlands Boulevard Intersection Improvement Noise Impact Analysis City of Redlands. Urban Crossroads, Inc. April 22, 2024.

CHAPTER ONE – INTRODUCTION

1.1 Purpose and Authority

This Initial Study/Mitigated Negative Declaration ("IS/MND") has been prepared in accordance with the California Environmental Quality Act (California Public Resources Code §§ 21000 *et seq.*), and the CEQA guidelines (California Code of Regulations, Title 14, § 15000 *et seq.*), ("CEQA") to evaluate the potential environmental impacts associated with the implementation of the proposed California Street and Redlands Boulevard Intersection Widening Project ("Project") located at the northwest corner of the Redlands Boulevard and California Street intersection in the City of Redlands, California. This IS/MND is intended to serve as an informational document for the public agency decision makers and the public regarding the Project.

1.2 Documents Incorporated by Reference

As permitted by Section 15150 of the CEQA Guidelines, this IS/MND references several technical studies and analyses. Information from the documents incorporated by reference is briefly summarized in the appropriate section(s). The relationship between the incorporated part of the referenced document and the IS/MND has also been described. The documents and other sources used in the preparation of this IS/MND include, but are not limited to:

- City of Redlands General Plan 2035
- City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft (July 21, 2017)
- City of Redlands Municipal Code, current edition
- Redlands General Plan Land Use Map (December 5, 2017)
- City of Redlands Zoning Interactive Map
- San Bernardino County Countywide Plan 2020

1.3 Documents Prepared for the Project

The stand-alone technical studies prepared for the Project are appended to the IS/MND as follows:

- Air Quality and Greenhouse Gas Analysis (Appendix A)
- Biological Site Assessment (Appendix B)
- Jurisdictional Delineation (Appendix C)
- Cultural and Paleontological Resources Assessment (Appendix D)
- Subsurface Soils Investigation (Appendix E)
- Noise Impact Analysis (Appendix F)

CHAPTER TWO – ENVIRONMENTAL CHECKLIST

2.1 Project Summary

1. Project Title
California Street and Redlands Boulevard Intersection Widening Project

2. Lead Agency Name and Address
City of Redlands, Municipal Utilities and Engineering Department
35 Cajon Street, Suite 15-A
Redlands, CA 92373

3. Contact Person and Phone Number
Assigned Case Planner

4. Project Location
The City of Redlands ("City") is located within the southwestern portion of San Bernardino County, refer to *Figure 2-1: Regional Vicinity Map*. On a regional basis, the City is accessible via Interstate 10 (I-10), and Interstate 210 (I-210). Jurisdictions surrounding the City of Redlands include the City of Highland to the north, the City of Loma Linda to the west, the City of Yucaipa to the east, and unincorporated Riverside County to the south.

The Project site is comprised of three (3) irregular shaped parcels (APNs: 0292-034-10, -11, and -17) that total approximately 1.8 acres, refer to *Figure 2-2: Project Boundary*. The site consists of the California St. and Redlands Blvd. public road rights-of-way, Mission Zanja Channel which is an earthen storm drain channel operated and maintained by San Bernardino County Flood Control that crosses under the California St. and Redlands Blvd. intersection, and vacant land located west of California Street that is characterized by level terrain and a mixture of ruderal/disturbed vegetation. The site is bounded by a gas station to the north, a commercial shopping center to the east, an elementary school to the south, and the Mission Zanja Channel to the west followed by an apartment complex. Specifically, the Project site is located in Section 19 and 20 of Township 1 South, Range 3 West, as depicted on the U.S. Geological Survey Redlands, California 7.5-minute topographic quadrangle map.

5. Project Applicant's Name and Address
City of Redlands

6. General Plan Designation
Existing: Linear Parks and Commercial.

Proposed: No Change.

7. Zoning
Existing: Commercial General (EV/CG) within the East Valley Corridor Specific Plan

Proposed: No Change.

8. Project Description

The City of Redlands ("City") proposes to reconstruct the northwest corner of the California Street and Redlands Boulevard intersection and widen the west side of California Street, refer to *Figure 2-3: Site Plan*. The California Street widening extends approximately 770 feet north of the Redlands Boulevard intersection. The Project site is located south of Interstate 10 (I-10) and extends into a portion of the Mission Zanja Channel. The Project includes storm drain improvements that involve the construction of a triple reinforced concrete box (RCB) culvert and concrete transition structure in the Mission Zanja Channel. The Project area is located on three (3) irregular shaped parcels: Accessor's Parcel Numbers (APNs) 0292-034-10, 0292-034-11 & 0292-034-17.

The City's General Plan Land Use designation for the Project site is Linear Parks for the Mission Zanja Channel (APN: 0292-034-11) and the remaining portion of the site has a Land Use designation of Commercial with a zoning designation of EV/CG (General Commercial) (APN: 0292-034-10, 0292-034-17). Additionally, the Project site is in a Transit Village Overlay Zone. The Project site is located within the western portion of the City of Redlands and is surrounded by commercial uses to the north and east, high density residential uses to the southeast, open space to the northwest, high density residential uses within the City of Loma Linda to the west, and an elementary school within the City of Loma Linda to the southwest. Surrounding recreational uses include the multi-use Orange Blossom Trail that runs parallel to the Mission Zanja Channel.

The Project area on the west side of California Street, southbound travel, currently consists of two (2) travel lanes that become one (1) combination right turn lane and through lane, one (1) designated left turn lane, a shoulder, an asphalt berm depression that provides access to the Channel for maintenance, electrical utility poles, and vacant land to the west. The Project area on the north side of Redlands Boulevard currently consists of a concrete sidewalk and commercial driveway that provides access to the Channel for maintenance, a parapet wall that extends from the top of the existing culvert, a traffic signal at the intersection, and electrical utility poles. The Project area within the Mission Zanja Channel currently consists of a culvert with two (2) concrete wingwalls, a parapet wall that projects to Redlands Boulevard, a concrete invert, retaining fences on either side of the channel, and rock lined channel walls and bottom. The Project includes the reconfiguration of the two (2) west lanes (designated combination right turn lane/through travel and travel lane) on California Street, the shoulder, culvert wingwalls, parapet wall, channel bottom, portions of the existing retaining fence, and sidewalk. Additionally, the existing traffic signal at the California Street and Redlands Boulevard intersection and the electrical utility poles on California Street will be relocated.

The City proposes to widen the west side of California Street, north of Redlands Boulevard and south of the existing Anthem Oil gas station. California Street is classified as a Major Arterial roadway and the proposed widening Project is designed to accommodate the high volume of motorists that utilize the roadway to travel between residential areas, major activity centers, and the I-10 and I-215 freeways. The proposed widening of California Street consists of the construction of one (1) designated right turn lane, two (2) travel lanes, a 6.5-foot-wide concrete sidewalk with curb and gutter, and a 24-foot-wide concrete sidewalk depression to provide access to the Channel for maintenance. The specifications for the sidewalk and gutter

improvements meet the requirements of the City's Standard Specifications and Detail Drawings for Design Construction of Public Improvements guidelines (PW Standards).

The proposed storm drain improvements consist of the construction of an RCB triple culvert totaling fifty-four (54) feet wide and eleven (11) feet tall and 220-feet in length that will connect to an existing RCB triple culvert in the Redlands Boulevard and California Street right-of-way. The RCB culvert is comprised of concrete transition structures, a sloped concrete invert, the installation of a guard rail, and a 6-foot-tall chain link fence. The specifications for the culvert are in accordance with the County of San Bernardino Flood Control Standards and the Standard Plans for Public Works Construction (SPPWC) Standards. Construction of the Project is proposed to commence in September 2024 and would last through May 2025.

9. Surrounding Land Uses and Setting

Land uses surrounding the Project site primarily consist of developed land including apartment complexes, a gas station, an elementary school, a shopping center, and the I-10 freeway. Specific land uses located in the immediate vicinity of the Project site are provided in the table below.

Location	Existing Land Use	Land Use / Zoning Designation
Project Site	Vacant Land, Mission Zanja Channel, California Street, and Redlands Boulevard	Linear Parks and Commercial; Commercial General (EV/CG) within the East Corridor Specific Plan
North	Gas Station	Commercial and General Commercial (C-3)
South	Mission Elementary School	City of Loma Linda, Institutional-Healthcare (I-HC)
East	Commercial Center	Commercial and General Commercial (C-3)
West	Apartment Complex	City of Loma Linda, High Density Residential (R3) 0-13 du/ac

10. Other Public Agencies Whose Approval is Required

(e.g., permits, financing approval, or participation agreement)

- U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW).
- City of Loma Linda

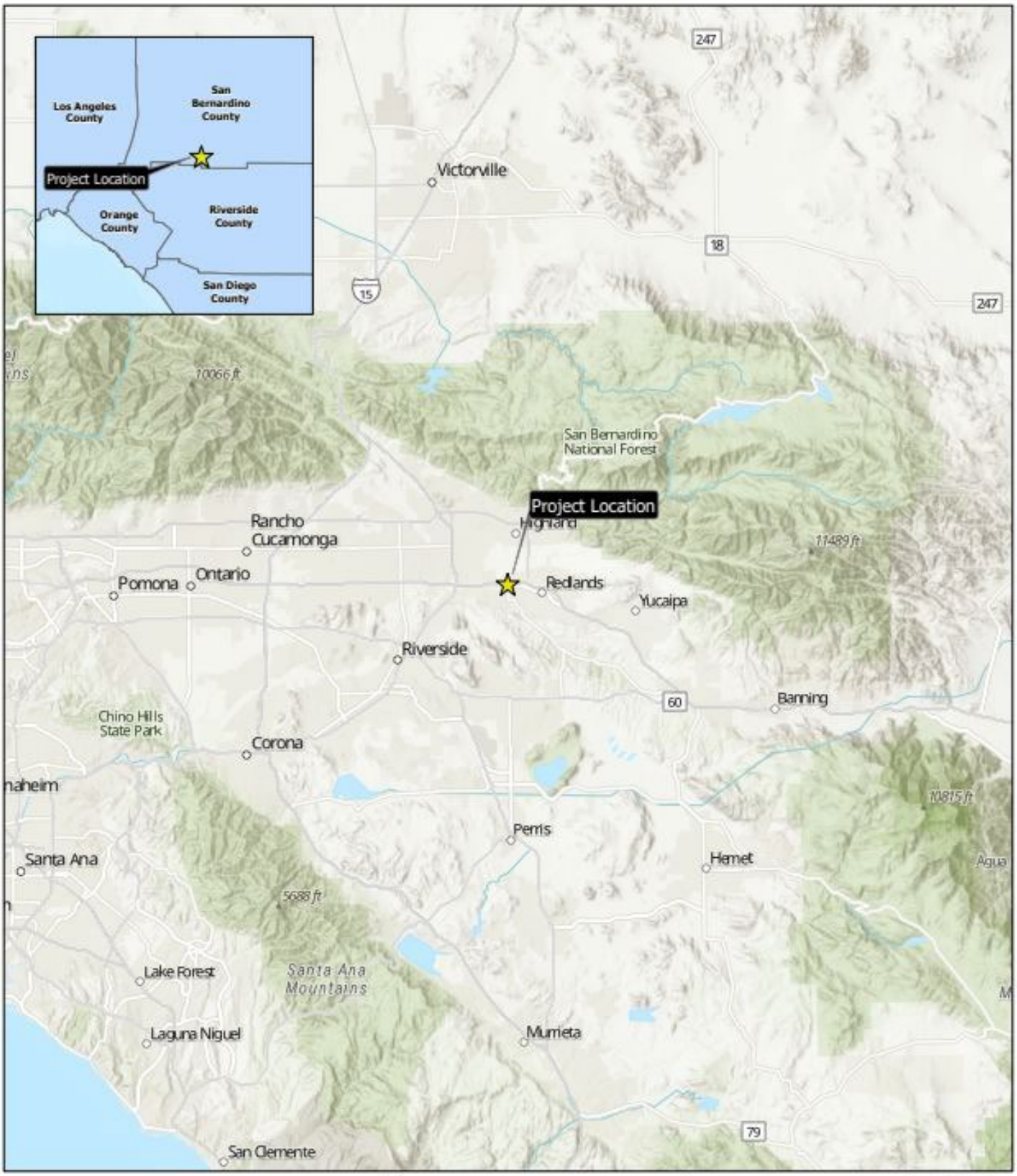
11. California Native American Tribes

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

The City, as Lead Agency, commenced the AB 52 process by transmitting letters of notification on April 4, 2024, to six (6) tribes that are traditionally and/or culturally affiliated with the Project area or have specifically requested notice for all projects within the City. The tribes included in the notification were the Agua Caliente Band of Cahuilla Indians, Gabrieleño Band of Mission Indians – Kizh Nation, Morongo Band of Mission Indians, Soboba Band of Luiseno Indians, Torres Martinez Desert Cahuilla Indians, and Yuhaaviatam of San Manuel Nation.

The City received requests for consultation from the Morongo Band of Mission Indians on April 30, 2024 and the Yuhaaviatam of San Manuel Nation on April 15, 2024. The Morongo Band of Mission Indians provided mitigation measures on July 10, 2024 and the Yuhaaviatam of San Manuel Nation provided mitigation measures on April 15, 2024. The mitigation measures provided by both tribes are incorporated in Section V. Cultural Resources and Section XVIII. Tribal Cultural Resources of this IS/MND. The City has therefore complied with the requirements of AB 52.



CASC Engineering and Consulting

Figure 2-1 Regional Vicinity

California Street and Redlands Boulevard

Intersection Widening Project

City of Redlands, CA

Esri, CGIAR, USGS, Loma Linda University, City of Redlands, County of Riverside, California State Parks, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, City of Riverside, County of Riverside, California State Parks, [illegible] Management, EPA, NPS, Esri, USGS

APNs: 0292-034-10, -11, & 17

Figure 2. Aerial Imagery Map

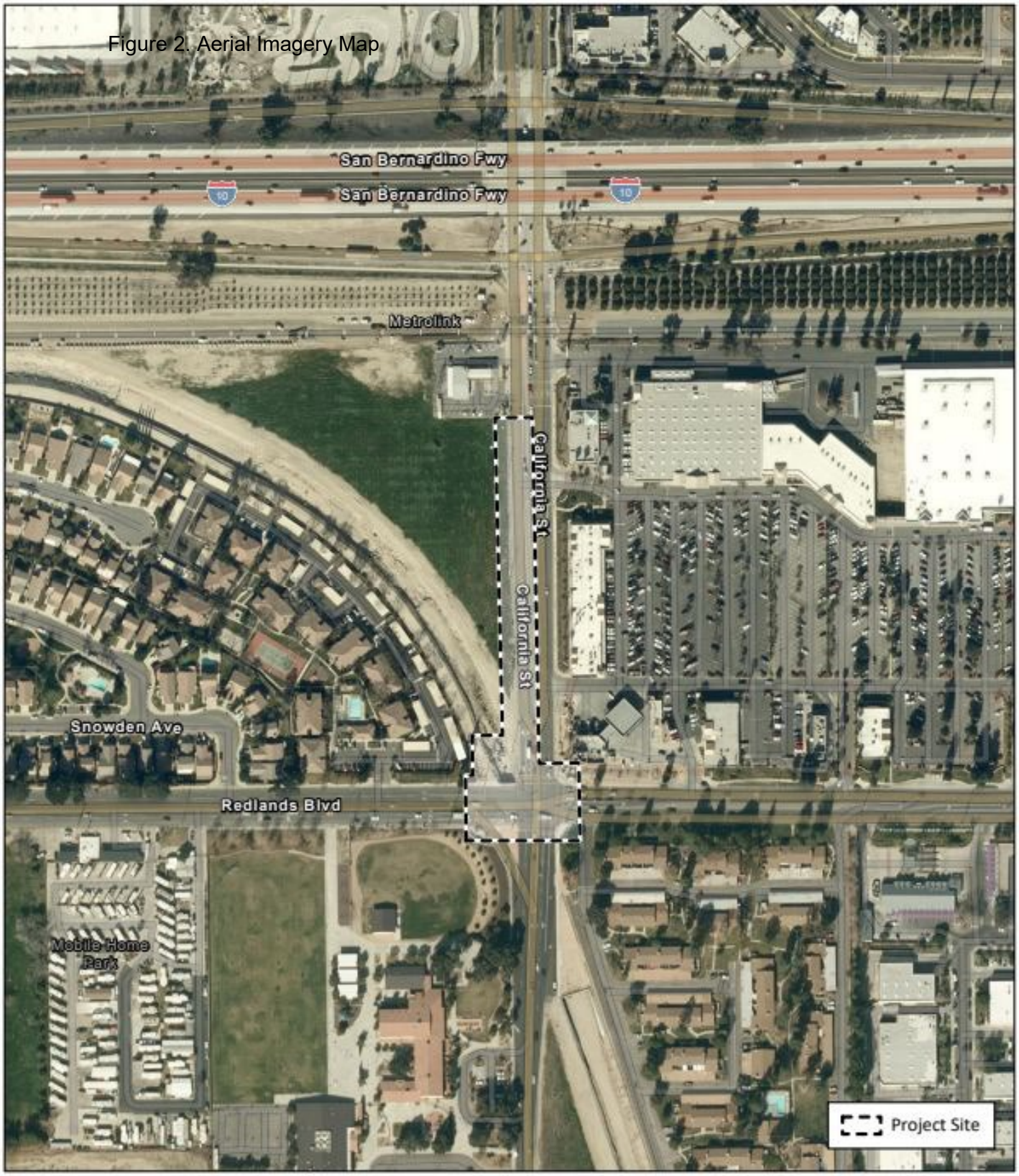


Figure 2-2 Project Boundary

California Street and Redlands Boulevard

Intersection Widening Project
City of Redlands, CA

CASC Engineering and Consulting

N

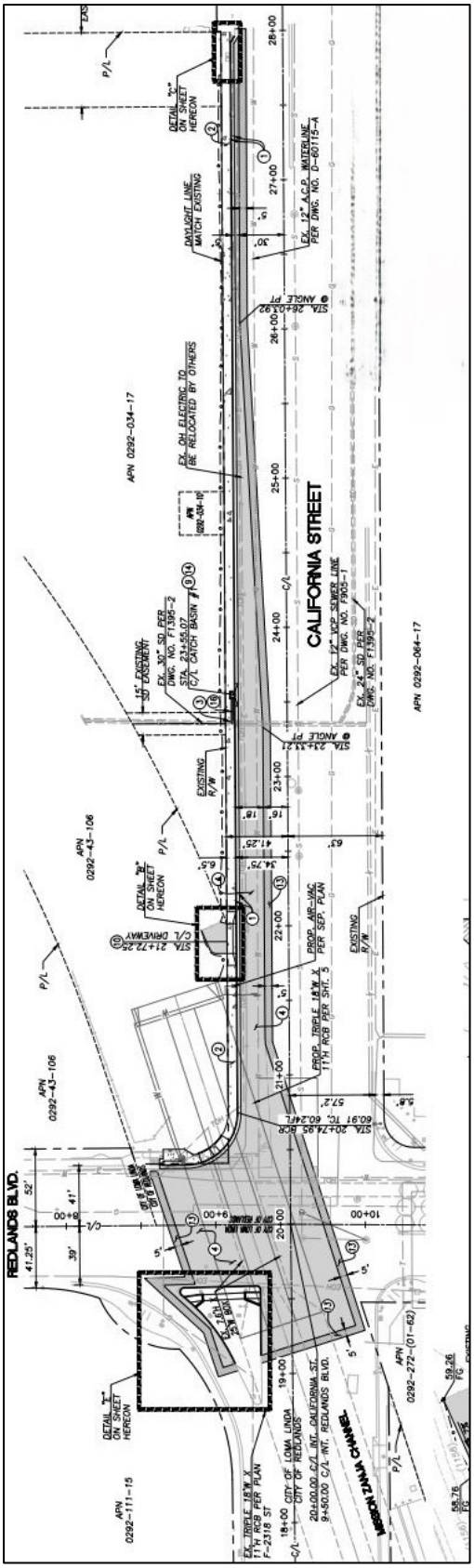
0 125 250 500

US Feet

Esri Community Maps Contributors, Loma Linda University, City of Redlands, County of Riverside, County of San Bernardino, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, San Bernardino County, Maxar, Microsoft

APNs: 0292-034-10, -11, & 17

Figure 2-3: Site Plan



2.1 Environmental Factors Potentially Affected

The environmental factors checked below (☒) would be potentially affected by this Project, involving at least one impact that is a "Potentially Significant Impact" of "Less than Significant Impact with Mitigation Incorporated" as indicated by the checklist on the following pages.

☐	Aesthetics	☐	Agriculture and Forestry Resources	☐	Air Quality
☒	Biological Resources	☒	Cultural Resources	☐	Energy
☒	Geology/Soils	☐	Greenhouse Gas Emissions	☐	Hazards & Hazardous Materials
☐	Hydrology/Water Quality	☐	Land Use/Planning	☐	Mineral Resources
☐	Noise	☐	Population/Housing	☐	Public Services
☐	Recreation	☐	Transportation/Traffic	☒	Tribal Cultural Resources
☐	Utilities/Service Systems	☐	Wildfire	☒	Mandatory Findings of Significance

2.2 Determination

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION has been prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been adequately analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Assigned Case Planner
City of Redlands

Date

2.3 Evaluation of Environmental Impacts

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the Project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors, as well as general standards (e.g., the Project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant Impact with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

    a) **Earlier Analysis Used.** Identify and state where they are available for review.

    b) **Impacts Adequately Addressed.** Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c) **Mitigation Measures.** For effects that are "Less than Significant Impact with Mitigation Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the Project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

   a) the significance criteria or threshold, if any, used to evaluate each question; and

   b) the mitigation measure identified, if any, to reduce the impact to less than significant.

CHAPTER THREE – INITIAL STUDY CHECKLIST AND SUBSTANTIATION

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
I.Aesthetics – Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft July 21, 2017.
    - Section 3.1 – Aesthetics
2. City of Redlands General Plan 2035
    - Chapter 6 – Vital Environment
3. Title 18 – Development Code of the Redlands Municipal Code
    - Chapter 18.92.220 – Lighting Facilities in the General Commercial District
4. California Department of Transportation, 2018. List of eligible and officially designated State Scenic Highways. 2018. Available on-line at: Scenic Highways | Caltrans

Discussion of Impacts

a) Would the project have a substantial adverse effect on a scenic vista?

No Impact: The City is characterized by a backdrop of waterways, canyons, open space, and the San Bernardino Mountains which create a linked system of natural resources around the City that is referred to as the Emerald Necklace in the City's General Plan. The City is bounded to the north by the Santa Ana River Wash which includes floodplains and natural resources, with views of the San Bernardino Mountains beyond. The southern boundary of the City is defined by the San Timoteo and Live Oak canyons, which are composed of steep slopes and are generally undeveloped with some of the valley portions

used for agriculture purposes. The City's General Plan identifies scenic vistas within the City as scenic corridors, views to and from open spaces, canyonlands, hillsides, groves, and the San Bernardino Mountains.

The proposed Project site is located in the southwestern portion of the City in an urban, built-up environment. The Project site is located approximately 1.74 miles south of the Santa Ana River Wash, and approximately 2.3 miles northwest of the Timoteo Nature Preserve. The Project site is composed of the northwest intersection of Redlands Boulevard and California Street, the concrete structure in the Mission Zanja Channel, and California Street, and vacant land west of California Street. The proposed Project would widen the west side of California Street 770 feet north of Redlands Boulevard, reconstruct the northwest intersection of Redlands Boulevard and California Street, and install storm drain improvements to the existing culvert in the Mission Zanja Channel that will connect to the existing RCB culvert in the Redlands Boulevard and California Street right-of-way. Scenic views from the Project site consist of the San Bernardino Mountains to the north, and the Timoteo Canyons to the south. The Project site is surrounded by an apartment complex and vacant land to the west, a commercial shopping center to the east, an elementary school to the southwest, an apartment complex to the southeast, and a gas station to the north followed by the I-10 freeway. The existing structures, and freeways that surround the site disrupt the southern and northern views from the Project site. The Project site is designated as Commercial, and Linear Parks in the Mission Zanja Channel portion of the Project. Accordingly, the Project site is not located in a scenic vista as identified in the City's General Plan. Furthermore, the proposed Project is consistent in scale and character with the existing roads and concrete structure in the Mission Zanja Channel. Therefore, the Project would have no impact on scenic resources including scenic vistas.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact: The Project site is not located within or adjacent to a scenic highway corridor and does not contain scenic resources, such as rock outcroppings or historic buildings. The nearest State-designated scenic highway is SR-243 located approximately 22.7 miles southeast of the Project site. Additionally, the nearest State-eligible scenic highway is SR-38 located within the City limits approximately 2.5 miles east of the Project site. Therefore, Project impacts on scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway would not occur.

c) In nonurbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact: The Project site is located within an urbanized area and is surrounded by vacant land and an apartment complex to the west, an elementary school to the southwest, an apartment complex to the southeast, a commercial shopping center to the east, and a gas station followed by the I-10 freeway to the north. The City's General Plan identifies the natural resources and green belts that encircle the City as valuable and aims

to focus development in the central part of the City as to preserve open space resources and fill in the gaps in existing neighborhoods. The San Bernardino Mountains and the Timoteo Canyons are visible from the Project site to the north and south respectively. Per the preliminary Project plans, the widening of California Street and the installation of the RCB triple culvert is consistent with the existing scale of the Project site and would not obstruct the existing scenic views to the north and south. Additionally, the proposed Project is consistent with the existing zoning designation of General Commercial (EV/CG) of the Project site. Therefore, under the proposed Project the existing views of the mountains and canyons would remain visible, and the Project would have no impact on the existing visual character or quality of public views of the site and its surrounding areas.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than Significant Impact: The proposed Project is located in a developed area with existing lighting sources from commercial business, streetlights, traffic signals, apartment buildings, and an elementary school. The proposed Project would include the relocation of existing traffic signals and light poles to appropriate locations per the preliminary Project plans. Per section 18.92.220 of the City's Zoning Ordinance, lighting at the Project site would be arranged in a manner that would ensure adequate lighting for public safety while also minimizing light pollution and glare that preclude public nuisances (e.g., unusually high intensity or poor directional lighting that intrudes into neighboring properties or public rights-of-way). Though the Project would introduce new sources of lighting during daytime and nighttime hours through the relocation of traffic signals and light poles, the proposed Project would be required to adhere to City regulations. Conformance with the Zoning ordinance would minimize the potential for the Project to result in adverse light and glare impacts. Therefore, additional light sources are not anticipated to be substantial enough to adversely affect day or nighttime views in the area, a less than significant impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
II. Agriculture and Forestry Resources – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to the information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resource Code section 122220(g)), timberland (as defined by Public Resource Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    - Chapter 6 – Vital Environment
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017
    - 3.2 – Agricultural Resources

3. California Department of Conservation (CDC), California Important Farmland Finder (CIFF), 2018

Discussion of Impacts

a) Would the project convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?

No Impact: The CDC Farmland Mapping and Monitoring Program (FMMP) identifies and maps significant farmland. Farmland is classified using a system of five categories including Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance or Potential, and Grazing Land. The classification of farmland is determined by a soil survey conducted by the Natural Resources Conservations Service (NRCS) which analyses the suitability of soils for agricultural production. Based on the California Important Farmland Finder, the Project site is classified as “Urban and Built-Up Land”. Therefore, the proposed Project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. No impact would occur.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact: The Project site is currently zoned as General Commercial (EV/CG). According to the Redlands General Plan Update Environmental Impact Report (EIR) *Exhibit 3.2-1 Farmland Classifications*, the Project site is not subject to a Williamson Act Contract. Additionally, there are no properties within the Project’s vicinity subject to a Williamson Act Contract. Therefore, the proposed Project would have no potential to conflict with existing zoning for agricultural use, or a Williamson Act contract. No impact would occur.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resource Code section 122220(g)), timberland (as defined by Public Resource Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?

No Impact: The Project site is designated as General Commercial (EV/CG). According to the City’s Zoning Map, the Project site is not located within or adjacent to forest land, timberland, or timberland zoned Timberland Production. Therefore, no impact would occur.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact: The Project site currently consists of the Redlands Boulevard and California Street intersection, the Mission Zanja Channel, and vacant land west of California Street. Vegetation on the proposed Project site consists of disturbed ruderal grasses on the vacant portion of the site, west of California Street. Thus, the proposed Project would not result in the conversion of forest land to non-forest use. No impact would occur.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use?

No Impact: As previously discussed under Section II (a), the Project site is classified as "Urban and Built-Up Land" by the California Department of Conservation and does not meet the definition of Farmland (i.e., "Prime Farmland," "Unique Farmland," or "Farmland of Statewide Importance"). The Project site contains no active agricultural uses under existing conditions. Accordingly, implementation of the Project would not convert areas on the subject property classified as Farmland to non-agricultural use. Additionally, neither the Project site nor its surroundings contain forest land. Therefore, the Project would not result in the conversion of forest land to non-forest use. No impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
III. Air Quality – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan, 2035.
    - Chapter 7 – Healthy Communities
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017
    - Section 3.3 – Air Quality
3. NAAQS/CAAQS and Attainment Status for South Coast Air Basin (September 2018). PDF
4. South Coast AQMD 2022 Air Quality Management Plan, Adopted December 2, 2022.
5. California Street and Redlands Boulevard Air quality and Greenhouse Gas Analysis. Urban Crossroads, Inc. April 22, 2024. (Appendix A)

Discussion of Impacts

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact: The Project site is located within the South Coast Air Basin (SCAB) and is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAQMD has jurisdiction over an approximately 10,743 square-mile area consisting of the four-county Basin and the Los Angeles County and Riverside County portions of what use to be referred to as the Southeast Desert Air Basin. The SCAQMD is responsible for bringing air quality in areas under its jurisdiction into conformity with federal and state air quality standards through the implementation of an Air Quality Management Program (AQMP) and works directly with the Southern California Association of Governments (SCAG).

Currently, the National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) are exceeded in most parts of the SCAB. The attainment

status of criteria pollutants in the SCAB is shown in Table 3-1 below, with the Los Angeles area having the highest level of ozone (smog) in the United States. In response, the SCAQMD has adopted a series of Air Quality Management Plans (AQMPs) to meet the state and federal ambient air quality standards. AQMPs are updated regularly in order to more effectively reduce emissions, accommodate growth, and to minimize any negative fiscal impacts of air pollution control on the economy. The most recent AQMP for the SCAB is the 2022 Air Quality Management Plan which was developed to address the requirements for meeting the 2015 NAAQS for ground-level ozone.

Table 3-1 Attainment Status of Criteria Pollutants in the SCAB

Criteria Pollutant	State Designation	Federal Designation
O_3 – 1-hour standard	Nonattainment	Nonattainment (Extreme)
O_3 – 8-hour standard	Nonattainment	Nonattainment (Extreme)
PM_{10}	Nonattainment	Attainment
$PM_{2.5}$	Nonattainment	Nonattainment (Serious)
CO	Attainment	Attainment
NO_2	Attainment	Unclassifiable/Attainment
SO_2	Unclassifiable/Attainment	Unclassifiable/Attainment
Pb	--	Nonattainment (Partial)

Criteria for determining consistency with the AQMP are defined in Chapter 12, Section 12.2 and Section 12.3 of the 1993 CEQA Handbook. These indicators are discussed below:

Criteria One: The proposed Project will not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.

The violations under this criterion refer to the CAAQS and NAAQS. CAAQS and NAAQS violations would occur if regional or localized significance thresholds were exceeded. As evaluated, the Project's regional and localized construction and operational-source emissions would not exceed applicable regional significance thresholds. As such, a less than significant impact is expected. On the basis of the preceding discussion, the Project is determined to be consistent with the first criterion.

Criteria Two: The Project will not exceed the assumptions in the AQMP based on the years of Project buildout phase.

The 2022 AQMP demonstrates that the applicable ambient air quality standards can be achieved within the timeframes required under federal law. Growth projections from local general plans adopted by cities in the district are provided to the SCAG, which develops regional growth forecasts, which are then used to develop future air quality forecasts for the AQMP. Development consistent with the growth projections in the City of Redlands General Plan is considered to be consistent with the AQMP. Peak day emissions generated by construction activities are largely independent of land use assignments, but

rather are a function of development scope and maximum area of disturbance. Irrespective of the site's land use designation, development of the site to its maximum potential would likely occur, with disturbance of the entire site occurring during construction activities. As such, when considering that no emissions thresholds will be exceeded, a less than significant impact would result. The Project will not exceed the assumptions in the AQMP based on the years of Project build-out phase. Further, the Project will provide congestion relief and less delays in traffic flow due to the implementation of the street widening. On the basis of the preceding discussion, the Project is determined to be consistent with the second criterion. Therefore, the proposed Project would not conflict with or obstruct implementation of the SCAB AQMP and a less than significant impact would occur.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than Significant Impact: The CAAQS designate the Project site as nonattainment for O3 (1-hour and 8-hour), PM10, and PM2.5 and the NAAQS designates the Project site as nonattainment for O3 (8-hour) and PM2.5. The AQMP states that individual projects that do not generate operational or construction emissions that exceed the SCAQMD's recommended daily thresholds for project-specific impacts would also not cause a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment, and, therefore, would not be considered to have a significant, adverse air quality impact. Alternatively, individual project-related construction and operational emissions that exceed SCAQMD thresholds for project-specific impacts would be considered cumulatively considerable. The following analysis is based on the Air Quality Impact Analysis prepared by Urban Crossroads (Appendix A).

The SCAQMD has developed regional significance thresholds for criteria pollutants, as summarized in Table 3-2. The SCAQMD's CEQA Air Quality Significance Thresholds indicate that any projects in the South Coast Air Basin (SCAB) with daily emissions that exceed any of the indicated thresholds should be considered as having an individually and cumulatively significant air quality impact.

Table 3-2: Maximum Daily Regional Emissions Thresholds

Pollutant	Construction
NO_x	100 lbs/day
VOC	75 lbs/day
PM_{10}	150 lbs/day
$PM_{2.5}$	55 lbs/day
SO_x	150 lbs/day
CO	550 lbs/day

Construction Related Impacts

SCAQMD Rules that are currently applicable during the construction phase of the Project include but are not limited to Rule 403 (Fugitive Dust) and Rule 1113 (Architectural Coatings). Rule 403 is intended to reduce the amount of particulate matter entrained in

the ambient air as a result of anthropogenic (human-made) fugitive dust sources by requiring actions to prevent and reduce fugitive dust emissions. Rule 403 applies to any activity or human-made condition capable of generating fugitive dust and requires best available control measures to be applied to earth moving and grading activities. This rule is intended to reduce PM10 emissions from any transportation, handling, construction, or storage activity that has the potential to generate fugitive dust.

The SCAQMD has developed regional significance thresholds for criteria pollutants during construction as shown in Table 3-3. The SCAQMD's CEQA Air Quality Significance Thresholds indicate that any projects in the South Coast Air Basin (SCAB) with daily emissions that exceed any of the indicated thresholds should be considered as having an individually and cumulatively significant air quality impact. The appropriate Source Receptor Area (SRA) for the Localized Significant Thresholds (LST) analysis is the SCAQMD East San Bernardino Valley monitoring station (SRA 35).

Table 3-3: Maximum Daily Regional Emissions Thresholds

Source	Activity	Emissions Thresholds (lbs/day)			
		NO_x	CO	PM_{10}	$PM_{2.5}$
Construction	Linear, Grubbing and Land Clearing	92	576	3	4
	Linear, Grading and Excavation	237	1,775	12	8
	Linear, Drainage, Utilities, and Sub-Grade	144	975	6	5

Project construction is expected to commence in September 2024 and would last through May 2025. The construction schedule utilized in the analysis performed by Urban Crossroads for the Project specific Air Impact Analysis utilizes a "worst-case" scenario should construction continue after the respective dates (Appendix A). Construction activities associated with the Project would result in emissions of VOCs, NOX, SOX, CO, PM10, and PM2.5. Construction related emissions are expected from the following construction activities:

- Grubbing & Land Clearing
- Grading & Excavation
- Drainage, Utilities, & Sub-Grade
- Paving

Table 3-4: Construction Equipment and Duration identifies the expected duration of construction activity and associated equipment with each phase of the Project. Consistent with industry standards and typical construction practices, each piece of equipment listed in Table 3-4 will operate up to a total of eight (8) hours per day, or more than two-thirds of the period during which construction activities are allowed pursuant to the Municipal Code.

Table 3-4: Construction Equipment and Duration

Activity	Equipment	Amount	Duration (days)
Grubbing and Land Clearing	Crawler Tractors	1	19
	Excavators	2	
	Signal Boards	1	
	Crawler Tractors	1	
	Excavators	3	
	Graders	2	
Grading and Excavation	Rollers	2	87
	Rubber Tiered Loaders	1	
	Scrapers	2	
	Signal Boards	1	
	Crawler Tractors	1	
	Air Compressors	1	
	Generator Sets	1	
	Graders	1	
	Plate Compactors	1	
Drainage, Utilities, and Sub-Grade	Pumps	1	57
	Rough Terrain Forklifts	1	
	Scrapers	1	
	Signal Boards	1	
	Tractors/Loaders/Backhoes	3	
	Pavers	1	
	Paving Equipment	1	
Paving	Rollers	2	30
	Signal Boards	1	
	Tractors/Loaders/Backhoes	3	

The estimated maximum daily construction emissions without mitigation are summarized on *Table 3-5: Overall Regional Construction Emissions Summary*. Detailed construction model outputs are presented in the Air Quality Impact Analysis prepared by Urban Crossroads (Appendix A). Under the assumed scenarios, emissions resulting from the

Project construction will not exceed thresholds established by the SCAQMD for emissions of any criteria pollutant and no mitigation is required.

Table 3-5: Overall Regional Construction Emissions Summary

Source	Emissions (lbs/day)					
	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Summer						
2024	4.26	37.40	41.39	0.07	3.24	1.82
2025	2.01	17.31	22.04	0.04	1.46	0.77
Winter						
2024	3.87	32.91	39.31	0.07	2.99	1.58
2025	4.25	37.44	40.56	0.07	3.24	1.82
Maximum Daily Emissions	**4.26**	**37.44**	**41.39**	**0.07**	**3.24**	**1.82**
SCAQMD Regional Threshold	75	100	550	150	150	55
Threshold Exceeded?	**NO**	**NO**	**NO**	**NO**	**NO**	**NO**

The Project-specific evaluation of emissions presented in the preceding analysis demonstrates that proposed Project construction-source air pollutant emissions would not result in exceedances of regional thresholds. Therefore, the proposed Project construction-source emissions would be considered less than significant on a project-specific and cumulative basis.

Operational Related Impacts

Typical operational related emissions are from the following primary sources: area source emissions, energy source emissions, and mobile source emissions and result in emission of CO, VOCs, NOX, SOX, PM10, and PM2.5. The proposed Project includes the reconstruction of the northwest corner of the California Street and Redlands Boulevard intersection, widen the west side of California Street, and the construction of a culvert in the Redlands Boulevard and California Street right-of-way. Because the Project does not generate any mobile trips and is intended to improve the LOS conditions of the Project road segment, there are no quantifiable operational emissions associated with the proposed Project and no further analysis is required.

The Project-specific evaluation of emissions presented in the preceding analysis demonstrates that proposed Project operational-source air pollutant emissions would not result in an exceedance of regional thresholds. The Project would not result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is designated non-attainment under an applicable federal or state ambient air quality standard. Therefore, the proposed Project operational-source emissions would be considered less than significant on a project-specific and cumulative basis.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact: The SCAQMD recommends that the nearest sensitive receptor be considered when determining the Project's potential to cause an individual or cumulatively significant impact. The nearest land use where an individual could remain for 24 hours to the Project site has been used to determine localized construction impacts for emissions of PM10 and PM2.5 (since PM10 and PM2.5 thresholds are based on a 24-hour averaging time). The nearest receptor used for evaluation of localized impacts of PM10 and PM2.5 is the existing residence at 2061 Redlands Blvd, approximately 122 feet east of the Project site. Sensitive receptors in the Project study area are listed below.

- Residence at 26448 Redlands Boulevard, located 142 feet west of the Project site.
- Elementary School at 10568 California Street, located 171 feet southwest of the Project site.
- Residence at 2061 Redlands Boulevard, located 122 feet southeast of the Project site.
- Convenience Store at 2098 W Redlands Boulevard, located 109 feet east of the Project site.

The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the federal and/or state ambient air quality standards (NAAQS/CAAQS). Collectively, these are referred to as Localized Significance Thresholds (LSTs). As previously stated, and consistent with LST Methodology, the nearest industrial/commercial use to the Project site is used to determine construction air impacts for emissions of NOX and CO as the averaging periods for these pollutants are shorter (8 hours or less) and it is reasonable to assume that an individual could be present at these sites for periods of one to 8 hours. The nearest receptor used for evaluation of localized impacts of NOX and CO is the convenience store located 36 feet east of the Project site. *Table 3-6: Localized Construction Impacts* identifies the localized impacts at the nearest receptor location in the vicinity of the Project.

Table 3-6: Localized Construction Impacts

On-Site Emissions	Emissions (lbs/day)			
	NO_x	CO	PM_{10}	$PM_{2.5}$
Grubbing and Land Clearing				
Maximum Daily Emissions	4.53	4.54	0.41	0.27
SCAQMD Localized Threshold	102	699	5	4
Threshold Exceeded?	**NO**	**NO**	**NO**	**NO**
Grading and Excavation				
Maximum Daily Emissions	37.04	37.91	2.68	1.68

SCAQMD Localized Threshold	247	2,012	24	9
Threshold Exceeded?	**NO**	**NO**	**NO**	**NO**
Drainage, Utilities, and Sub-Grade				
Maximum Daily Emissions	17.19	19.90	1.11	0.68
SCAQMD Localized Threshold	154	1,134	11	5
Threshold Exceeded?	**NO**	**NO**	**NO**	**NO**

Results of the LST analysis indicate that the Project will not exceed the SCAQMD localized significance thresholds during construction. Therefore, sensitive receptors would not be exposed to substantial pollutant concentrations during Project construction and operation and impacts would be less than significant.

d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?

Less than Significant Impact: The Project will not involve land uses that are typically associated with odor complaints such as, agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting operations, refineries, landfills, dairies, and fiberglass molding facilities. Potential odor sources associated with the proposed Project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities and the temporary storage of typical solid waste (refuse) associated with the Project's (long-term operational) uses. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and is thus considered less than significant. It is expected that Project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City's solid waste regulations. The Project would also be required to comply with SCAQMD Rule 402 (Nuisance) to prevent occurrences of public nuisances. Therefore, odors associated with the Project construction and operations would be less than significant and no mitigation is required.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. Biological Resources: Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☒	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☒	☐	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan, 2035.
    - Chapter 6 – Vital Environment
        - Table 6-1: Special Status Species Potentially Occurring in the Planning Area or Vicinity
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017.

- 3.4 – Biological Resources

3. City of Redlands Municipal Code
    - Chapter 12.52 – Trees and Tree Protection Along Streets and in Public Spaces
4. USFWS National Wetlands Inventory Mapper. Accessed May 10, 2023. Web mapper.
5. California Wildlife Habitat Relationship System CDFW, Cliff Swallow. PDF.
6. Biological Site Assessment for Mission Zanja Improvements, Redlands, California. Casc Engineering and Consulting. May 10, 2023. (Appendix B)
7. Jurisdictional Delineation Report California Street/Redlands Boulevard Widening Project. Casc Engineering and Consulting. August 2023 (Appendix C)

Discussion of Impacts

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS)?

Less than Significant Impact with Mitigation Incorporated: Casc Engineering and Consulting (Casc) biologists performed a reconnaissance level biological site assessment of the entire Project site during daylight hours on April 4, 2023. The results of the assessment are included in the Biological Site Assessment Report (Appendix B). The portion of the Project area that includes the Mission Zanja Channel was inspected for biological resources. Ruderal plant species noted on the edge of the box channel included stork's bill (*Erodium* sp.), fox-tail (*Bromus* sp.), and wild oat (*Avena* sp.). It is not expected that special-status plants will be impacted by improvements within the Mission Zanja Channel. It is likely that a pre-emergent has been used in this area by the City to discourage the growth of weeds (Appendix B).

There is a possibility of special-status wildlife occurring at the Project site on the concrete structure which traverses Mission Zanja Channel (Appendix B). According to *Table 6-1: Special Status Species Potentially Occurring in the Planning Area or Vicinity* of the City's General Plan, the Pallid bat (*Antrozous pallidus*) is a year-round species that has moderate potential to occur within the City's jurisdiction and is classified as a Species of Special Concern by the California Department of Fish and Wildlife (CDFW). The pallid bats habitat is most common in open, dry habitats with rocky areas for roosting, such as culverts and bridges. Additionally, there is potential for barn swallows (Hirundo rustica) and cliff swallows (Petrochelidon pyrrhonota) to nest in the concrete culvert that traverses the Mission Zanja Channel during the summer months. Though these swallow species are not identified by CDFW and USFWS as special status species, their nests are protected by the Migratory Bird Treaty Act of 1918. At the time of the biological site assessment performed by Casc biologists, no birds or bats were seen nesting, nor were there any signs of nesting within the channel or on the bridge that traverses the channel. As suitable habitat potentially does exist at the Project Site for Pallis bat and nesting birds, preconstruction surveys for nesting birds and bats in the culvert portion of the Project site are required prior to culvert demolition per Mitigation Measure **BIO-1**.

With incorporation of Mitigation Measure **BIO-1**, direct or indirect impacts through habitat modifications on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service would be less than significant.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less than Significant Impact: According to *Figure 6-2: Land Use and Vegetation* of the City's General Plan, the northern portion of the Project site is classified as having "Developed/Ruderal" vegetation west of California Street and the portion of the Project site that is located in the Mission Zanja Channel is classified as "Annual Grassland". On April 4, 2023, CASC biologists performed an assessment of the Project site to determine any presence of biological resources within the Misison Zanja Channel. Casc biologists characterized the Mission Zanja Channel portion of the Project site as having a soft bottom and sides, with some grouted and un-grouted rip-rap. Ruderal species were identified on the edge of the box channel including stork's bill (*Erodium* sp.), fox-tail (*Bromus* sp.), and wild oat (*Avena* sp.) (Appendix B). Furthermore, it is likely that pre-emergent has been used in this portion of the Project area to discourage the growth of weeds.

A Jurisdictional Delineation was prepared by CASC, dated August 2023 (Appendix C). On June 27, 2023, CASC biologists, Dennis Peterson and Katelyn Faulkner, conducted a jurisdictional delineation field visit of the Project site. Areas with depressions, drainage patterns, and/or wetland vegetation within the Project site boundary were evaluated for potential jurisdictional status, with focus on the presence of defined channels and/or wetland vegetation, soils and hydrology using the methods set forth in the Corps 1987 Wetland Delineation Manual and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region Version 2.0. An Arid West Ephemeral and Intermittent Streams Ordinary High Watermark (OHWM) Datasheet was completed to determine jurisdictional boundaries of observed non-wetland waters.

The streambed located within the Project site was primarily unvegetated and indicators for OHWM included a break in bank and slope, change of vegetation cover, and drift and debris deposits. Vegetation was present around the OHWM and extended upslope and included hydrophytic species such as seep monkey flower (Erythranthe guttata), curly dock (Rumex crispus), and tall sedge (Cyperus eragrostis). The presence of these hydrophytic species is consistent with vegetation that is influenced by the streambed and contained within the barrier fence installed above the rip rap on the excavated slope. Vegetation identified at the Project site within the Mission Zanja Channel is presented in *Table 4-1 Vegetation Communities at the Project Site*.

Table 4-1 Vegetation Communities at the Project Site

Vegetation Type	Acreage within 500-ft Buffer	Acreage within Project Site
Agriculture	1.75	0.00
Annual Non-native Grassland	3.71	0.20
Developed/Disturbed	30.00	0.27
Ornamental	0.64	0.00
Unvegetated Streambed	0.76	0.03
Total	**36.86**	**0.50**

As shown in Table 4-1, the Project site does not contain riparian habitat. Furthermore, the Project site is designated as "Developed/Ruderal" and "Annual Grassland" according to the City's General Plan. Therefore, the Project would not result in direct or indirect impacts to riparian habitat or other sensitive natural community and a less than significant impact would occur.

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Less than Significant Impact with Mitigation Incorporated: A portion of the Project site is located in the Mission Zanja Channel which flows south to north and is classified as a R4SBC Riverine habitat according to the USFWS National Wetlands Inventory Mapper. The intermittent riverine system is defined as all wetlands and deepwater habitats contained within a channel that contains flowing water for only part of the year, with surface water present for extended periods especially in the early growing season and is usually absent by the end of the growing season. The Mission Zanja Channel is a tributary to the Santa Ana River which connects approximately 2.75 miles downstream of the Project site. The Santa Ana River ultimately drains into the Pacific Ocean.

As required by Mitigation Measure **BIO-2**, a Jurisdictional Delineation was prepared for the Project to determine the delineation of aquatic resources and drainage features of the Project site within the Mission Zanja Channel (Appendix C). In order to be considered a jurisdictional wetland under Section 404 of the Clean Water Act, an area must possess three wetland characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology. Hydrophytic vegetation is plant life that grows, and is typically adapted for life, in permanently or periodically saturated soils. The hydrophytic vegetation criterion is met if more than 50 percent of the dominant plant species from all strata (tree, shrub, and herb layers) is considered hydrophytic. To be considered hydrophytic, the species must have wetland indicator status, i.e., be rated as obligate, facultative wet or facultative.

Permanent impacts at the proposed Project site would be limited to the portion of the streambed and associated banks that are not currently lined with concrete. The results of the jurisdictional delineation indicate that the Project site contains no wetland Waters of the United States (WoUS) or wetland waters of the state and lacked aquatic features with all three wetland indicators (i.e., hydrophytic vegetation, hydric soils, and hydrology). The Project site includes 0.017 acres (35 linear feet) of potential non-wetland WoUS and waters of the state, subject to USACE and RWQCB jurisdiction, see *Table 4-2 Potential Project Impacts by Jurisdiction*. The Project site contains 0.03 acres (35 linear feet) potentially subject to CDFW jurisdiction. The limits of CDFW jurisdiction include non-wetland WoUS, and extend beyond, to include the full extent of the riparian corridor defined as top of bank. The lack of riparian vegetation at the Project site further supports these conclusions.

Table 4-2 Potential Project Impacts by Jurisdiction

Aquatic Features	Wetland Waters of U.S./State	Non-wetland Waters of U.S./State	Waters of the State (Unvegetated Streambed)	Waters of the State (Riparian Habitat)

	USACE/RWQCB		USACE/RWQCB		CDFW		CDFW	
	Acres	Linear Feet	Acres	Linear Feet	Acres	Linear Feet	Acres	Linear Feet
Mission Zanja Channel	0	0	0.017	35	0.030	35	0.0	0
Total	0	0	0.017	35	0.030	35	0.0	0

The proposed Project will result in permanent impacts to jurisdictional waters. Therefore, Mitigation Measure **BIO-3** will be implemented to require authorization and regulatory approvals from the USACE, RWQCB, and CDFW as applicable. With the implementation of **BIO-3**, the proposed Project would not have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means and a less than significant impact would occur with mitigation incorporated.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact: According to Chapter 6: Vital Environment of the City's General Plan, wildlife movement corridors are located within the City along the Santa Ana River, Mill Creek, and San Timoteo Creek and hills. The Project site is located in an urban, built-up portion of the City. As identified in the Biological Site Assessment there were no distinct wildlife species identified on the Project site or in the immediate area. Though the Project would be replacing a concrete culvert with a triple reinforced concrete box culvert, the proposed Project is not anticipated to interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. Therefore, impacts would be less than significant.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact: Chapter 12.52 of the City's Municipal Code outlines for the City to protect and maintain mature and healthy public trees. No mature trees are located within the Project site nor are any proposed to be removed. Therefore, implementation of the proposed Project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy and no impacts would occur.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact: The City's General Plan does not identify the Project site, nor the vicinity to be within a Habitat Conservation Plan (HCP) and will not conflict with the provisions of an adopted HCP, Natural Community Conservation Plan (NCCP), or other approved local, regional or State HCP since there is no adopted HCP or NCCP in the Project area or local

region. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

Mitigation Measures

Mitigation:

IV. (a)

BIO-1: **Pre-construction Surveys for Barn Swallow, Cliff Swallow, and Pallid Bat**
Prior to demolition of the structure, the bridge shall be inspected for the presence of barn swallow, cliff swallow, and pallid bat. If these species have taken up residence on or within the structure, then construction activities must wait until these species are no longer active and have vacated the area. If the Project schedule needs to be expedited and wildlife species are present, it will be necessary to consult with the California Department of Fish and Wildlife (CDFW). CDFW can provide recommendations for exclusionary measures to deter these species from inhabiting the structure.

IV. (c)

BIO-2: **Jurisdictional Delineation and USACE Consultation**
A jurisdictional delineation of Mission Zanja Channel shall be performed prior to issuance of construction permits to determine the impacts and limits of the improvements within the channel. Further, this information shall be included in a permit application submitted for approval by the USACE.

BIO-3: **Jurisdictional Regulatory Permitting**
The Project shall incorporate the Recommendations listed on page 18 of the Project Jurisdictional Delineation prepared by Casc Engineering and Consulting, dated August 2023 (Appendix C). The recommendations are presented in *Section 4 Recommendations* of the report.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. Cultural Resources – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those outside of formal cemeteries?	☐	☒	☐	☐

Project Impacts and Mitigation Measures

Sources:

1. Revised Draft Environmental Impact Report for the Redlands General Plan Update and Climate Action Plan, July 21, 2017.
    a. 3.8 – Historical, Archaeological, and Paleontological Resources
2. Cultural and Paleontological Resources Assessment for California Street/Redlands Boulevard Intersection Improvements Project, city of Redlands, San Bernardino County, California. Duke Cultural Resources Management, LLC. March 2024. (Appendix D)

Discussion of Impacts

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant in §15064.5 of the CEQA Guidelines?

Less than Significant Impact: A Cultural and Paleontological Resources Assessment was prepared by Duke Cultural Resources Management, LLC (Duke CRM), dated May 2023 (Appendix D). On January 9, 2023, Duke CRM staff performed a records search which included a review of all recorded cultural resources within a ½ mile radius of the Project, as well as a review of known cultural resource survey and excavation reports. The records search identified fifteen (15) cultural resources within ½ mile of the Project. Twelve (12) of the previously documented resources are historic structures which include the Mission School, the San Bernardino County Museum, five (5) single-family residences, one (1) commercial building, one (1) farm, two (2) historic road segments, and a segment of the Morey Arroyo which, like the Mission Creek Channel, is associated with the Mission Zanja. One (1) of the road segments that has been previously identified adjacent to and within the Project area (resource P-36-032482) is a 3.5-mile segment of Redlands Boulevard that was recorded in 2017 and evaluated as not eligible for the NRHP. The other three (3) previously documented resources are archaeological sites which include a subsurface historic refuse scatter consisting of seven (7) glass bottles, the buried remains of a historic irrigation feature, and a prehistoric isolated artifact which is identified as a bifacial granite mano.

On January 13, 2023, Duke CRM archaeologist conducted an intensive pedestrian field survey of the entire Project area. The field survey identified one (1) previously recorded historic era cultural resource, a segment of Redlands Boulevard (P-36-032482). This

resource was previously evaluated as ineligible for the CRHR. The field survey also identified one (1) previously unrecorded historic era cultural resource, a portion of the Mission Creek Channel. This resource was photographed and documented during field inspection for formal recordation and evaluation for eligibility for the CRHR, which concluded that it is not eligible for listing on the CRHR. Although the structure bears some association with flood control efforts relevant to the establishment of agriculture and industry in the area, it does not retain sufficient integrity to convey its significance. No additional cultural resources or paleontological resources were identified during the field inspection.

The Project area site analyzed for sensitivity for buried prehistoric and historic era cultural resources based on records search data, historical topographic maps and aerial photographs, field investigation, and historical evaluation of the segment of the Mission Creek Channel within the Project area. Based on these data, the Project area is assessed as having a low sensitivity for prehistoric or historic era cultural resources. In addition, the property has been extensively disturbed by the construction of California Street and the Mission Zanja Channel concrete structure. Thus, the Project site would not cause an adverse change in the significance of a historical resource and impacts to historic resources would be less than significant.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines?

Less than Significant Impact with Mitigation Incorporated: As concluded in the Cultural and Paleontological Resources Assessment prepared by Duke CRM (Appendix D), the Project area contains previously recorded cultural resources that were evaluated as be ineligible for the NRHP, and by extension the CRHR. In addition, the property has been disturbed by grading and motor vehicle use on the site. During the AB 52 consultation process, consulting tribes provided mitigation measures for archaeological resources that have been incorporated into this IS/MND as **CUL-2** through **CUL-5**. Although it is not anticipated that unknown archaeological resources exist on-site, Mitigation Measures **CUL-1** through **CUL-5** are identified to ensure that in the event that unanticipated resources are encountered during grading activities, potential impacts would remain less than significant. In the event archeological resources are discovered, grading activities must cease, a qualified archeologist must be consulted, and all discoveries must be documented accordingly. Implementation of the Project is not anticipated to result in a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5 of the CEQA Guidelines. A less than significant impact with mitigation incorporated would occur.

c) Disturb any human remains, including those outside of formal cemeteries?

Less than Significant Impact with Mitigation Incorporated: Duke CRM conducted a review of online historical aerial photographs and historical USGS quad maps utilizing University of California, Santa Barbara FrameFinder, historicaerials.com, and USGS Historical Topographic Map Explorer. Review of the images dating back to 1901 did not identify possible formal or informal cemeteries in the area. Therefore, a low likelihood exists that human remains could be uncovered during ground-disturbing activities. However, these findings do not preclude the existence of previously unknown human remains located below the ground surface, which may be encountered during construction excavations associated with the proposed Project. As a result, Mitigation Measure **CUL-1** has been identified to

reduce potentially significant impacts to previously unknown human remains that may be unexpectedly discovered during project implementation to a less than significant level. Consistent with State law, if at any time during grading human remains are found, the Project is to be conditioned to halt work and contact the San Bernardino County Coroner's Office. Based on compliance with existing regulations and the implementation of Mitigation Measure **CUL-1**, the Project's potential to disturb human remains is considered less than significant with mitigation.

Mitigation Measures

Mitigation:

(b,c)

CUL-1: Inadvertent Finds

If previously unidentified cultural materials are unearthed during construction, work shall be halted in that area until a qualified archaeologist can assess the significance of the find. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify the Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

CUL-2: Retention of Archaeologist

Prior to any ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), and prior to the issuance of grading permits, the Applicant shall retain a qualified archaeologist who meets the U.S. Secretary of the Interior Standards (SOI). The archaeologist shall be present during all ground-disturbing activities to identify any known or suspected archaeological and/or cultural resources. The archaeologist will conduct a Cultural Resource Sensitivity Training. The training session will focus on the archaeological and cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event.

CUL-3: Cultural Resource Management Plan

Prior to any ground-disturbing activities the project archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in coordination with the Consulting Tribe(s) and shall include the following: approved Mitigation Measures (MM)/Conditions of Approval (COA),

contact information for all pertinent parties, parties' responsibilities, procedures for each MM or COA, and an overview of the project schedule.

CUL-4: Pre-Grade Meeting

The retained qualified archaeologist shall attend the pre-grader meeting with the grading contractors to explain and coordinate the requirements of the cultural resources monitoring plan.

CUL-5: On-site Monitoring.

During all ground-disturbing activities the qualified archaeologist shall be on-site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of cultural resources. Archaeological monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist shall be responsible for determining the duration and frequency of cultural resource monitoring.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. Energy – Would the project:				
a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a State or Local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 7 – Healthy Community
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017.
    a. Section 3.5 – Energy, Greenhouse Gases, and Climate Change
3. Air Quality and Greenhouse Gas Report California Street and Redlands Boulevard. Urban Crossroads, Inc. April 22, 2024. (Appendix A)
4. City of Redlands Climate Action Plan, Adopted December 5, 2017.

Discussion of Impacts

a) Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact: The proposed Project would impact energy resources during construction and operation. The construction activities for the Project would include site preparation, grading, building construction, paving, and architectural coating. The Project would consume energy resources during construction in three (3) general forms:

1. Petroleum-based fuels used to power off-road construction vehicles and equipment on the Project site, construction worker travel to and from the Project site, as well as delivery and haul truck trips (e.g., hauling of demolition material to off-site reuse and disposal facilities);
2. Electricity associated with the conveyance of water that would be used during Project construction for dust control (supply and conveyance) and electricity to power any necessary lighting during construction, electronic equipment, or other construction activities necessitating electrical power; and,
3. Energy used in the production of construction materials, such as asphalt, steel, concrete, pipes, and manufactured or processed materials such as lumber and glass.

Construction Related Impacts

Construction of the Project would result in fuel consumption from construction tools and equipment, vendor and haul truck trips, and vehicle trips generated from construction workers traveling to and from the site. Construction activities and corresponding fuel energy consumption would be temporary and localized. Construction equipment used by the Project would result in single event consumption of diesel fuel. There are no unusual Project characteristics that would cause construction equipment to be less energy efficient compared with other similar construction sites in other parts of the State. Additionally, Project construction equipment would conform to the applicable CARB emissions standards, acting to promote equipment fuel efficiencies.

Operational Related Impacts

The proposed Project would widen the west side of California Street, reconstruct the northwest corner of the Redlands Boulevard California Street intersection and construct a culvert to connect to an existing culvert in the right-of-way. California Street is classified as a Major Arterial roadway and the proposed widening Project is designed to accommodate the high volume of motorists that utilize the roadway to travel between residential areas, major activity centers, and the I-10 and I-215 freeways. The proposed widening of California Street consists of the construction of one (1) designated right turn lane, two (2) travel lanes, a 6.5-foot-wide concrete sidewalk with curb and gutter, and a 24-foot-wide concrete sidewalk depression to provide access to the Mission Zanja Channel for maintenance. The specifications for the sidewalk and gutter improvements meet the requirements of the City's Standard Specifications and Detail Drawings for Design Construction of Public Improvements guidelines (PW Standards). Because the Project does not generate any mobile trips and is intended to improve the Level of Service (LOS) of the Redlands Boulevard and California Street intersection, energy demands during Project operation would be less than existing demands at the intersection. The Project proposes conventional traffic signal and street lighting uses reflecting contemporary energy efficient/energy conserving designs and operational programs. The Project does not propose uses that are inherently energy intensive and the energy demands in total would be comparable to other intersection uses of similar scale and configuration.

As supported by the preceding, Project construction and operations would not result in the inefficient, wasteful, or unnecessary consumption of energy. The Project would therefore not cause or result in the need for additional energy-producing or energy transmission facilities. The Project would not create or otherwise result in a potentially significant impact affecting energy resources or energy delivery systems, a less than significant impact would occur.

b) Conflict with or obstruct a State or Local plan for renewable energy or energy efficiency?

Less Than Significant Impact: The applicable state plans that address renewable energy and energy efficiency are CALGreen, the California Energy Code, and California's Renewable Portfolio Standard. Under the California Renewables Portfolio Standard, the State of California is transitioning to renewable energy through the California's Renewable Energy Program. Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. Electricity production from renewable sources is generally considered carbon neutral. Executive Order S-1408, signed in November 2008, expanded the state's

renewable portfolios standard (RPS) to 33 percent renewable power by 2020. This standard was adopted by the legislature in 2011 (SB X1-2). Senate Bill 350 (de Leon) was signed into law September 2015 and establishes tiered increases to the RPS—40 percent by 2024, 45 percent by 2027, and 50 percent by 2030. Senate Bill 350 also set a new goal to double the energy-efficiency savings in electricity and natural gas through energy efficiency and conservation measures. On September 10, 2018, Governor Brown signed SB 100, which supersedes the SB 350 requirements. Under SB 100, the RPS for public owned facilities and retail sellers consist of 44 percent renewable energy by 2024, 52 percent by 2027, and 60 percent by 2030. Additionally, SB 100 also established a new RPS requirement of 50 percent by 2026. The bill also established a state policy that eligible renewable energy resources and zero-carbon resources supply 100 percent of all retail sales of electricity to California end-use customers and 100 percent of electricity procured to serve all state agencies by December 31, 2045. Under SB 100 the state cannot increase carbon emissions elsewhere in the western grid or allow resource shuffling to achieve the 100 percent carbon-free electricity target. The statewide RPS goal is not directly applicable to individual development projects, but to utilities and energy providers such as SCE, which is the utility company that would provide all electricity needs for the Project. Additionally, the Project would comply with the Building Energy Efficiency Standards (Title 24) and CALGreen.

Local plans and ordinances addressing energy efficiency standards in the City's limits are the San Bernardino Associated Governments (SANBAG) Regional Greenhouse Gas Reduction Plan, the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Community Strategy (SCAG RTP/SCS), Redlands Water Conservation and Solid Waste Recycling Ordinances, the Redlands Buildings and Construction Ordinance (Municipal Code Title 15), and the City's 2017 Climate Action Plan. The City participates in the SANBAG Regional Greenhouse Gas Reduction Plan in order to address climate change as the City makes decisions to meet the needs of the growing population, maintain the quality of life of its residents, and to promote economic stability. The 2016 SCAG RTP/SCS provides a strategy for meeting 46 percent of the region's future housing growth in High Quality Transit Areas (HQTAs), which are areas near public transit with high service frequency during peak commuting hours through the promotion of walkable and bikeable amenities. The Project is consistent with the aforementioned local plans as it will improve the level of service at the Redlands Boulevard and California Street intersection, widen California Street, and promote pedestrian use by installing a 6.5-foot wide sidewalk. Furthermore, the Project would comply with the City's ordinances outlined in Title 15 of the City's Municipal Code through Project construction and operation. Therefore, implementation of the Project would not conflict or obstruct plans for renewable energy. Thus, a less than significant impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. Geology and Soils– Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☒	☐	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 7 – Healthy Community

2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017.
    a. Section 3.6 – Geology, Soils, and Seismicity
3. Cultural and Paleontological Resources Assessment for California Street/Redlands Boulevard Intersection Improvements Project, City of Redlands, San Bernardino County, California. Duke Cultural Resources Management, LLC. March 2024. (Appendix D)
4. Subsurface Soils Investigation California Street and Redlands Boulevard Widening Project, Redlands, California. LOR Geotechnical Group, Inc. February 27, 2023. (Appendix E)

Discussion of Impacts

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. Refer to Division of Mines and Geology Special Publication 42.

Less than Significant Impact: The Alquist-Priolo Earthquake Fault Zoning Act (Act) was passed in 1972 to mitigate the hazard of surface faulting to structures for human occupancy. The Act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults. The Act requires the State Geologist to establish regulatory zones, known as "Alquist-Priolo (AP) Earthquake Fault Zones," around the surface traces of active faults and to issue appropriate maps. If an active fault is found, a structure for human occupancy cannot be placed over the trace of the fault and must be set back from the fault (typically 50 feet).

The City is bound to the northeast by the San Andreas fault zone and to the southwest by the San Jacinto fault zone, with the Crafton Hills fault zone traversing the southern portion of the City. Figure *7-5: Faults* of the General Plan identifies Alquist-Priolo Earthquake Fault Zones within the City and its Sphere of Influence. The Project site and its surrounding areas are not located within an Alquist-Priolo Fault Zone, nor is the Project site included within any San Bernardino County designated Fault Zone. A Subsurface Soils Investigation was prepared by LOR Geotechnical Group (LOR), dated February 27, 2023 (Appendix E). LOR did not identify any evidence of faulting during geotechnical investigations. Additionally, the San Jacinto fault is the closest identified Alquist-Priolo Earthquake Fault Zone to the Project site, approximately 2.0 miles southwest of the site. As there are no known faults located on the Project site and there is no evidence of faulting, the potential for the proposed Project to expose people or structures to adverse effects related to ground rupture is nil. Therefore, a less than significant impact would occur.

ii) Strong seismic ground shaking?

Less than Significant Impact: The Project site is located in a seismically active area of southern California and is expected to experience moderate to severe ground shaking during the lifetime of the Project. However, as stated under section (i) above, the Project site is not located within an Alquist-Priolo Earthquake Fault Zone. The ground shaking risk is not considered substantially different than that of other

properties within the City. As a mandatory condition of Project approval, the City will require that the proposed structures be constructed in accordance with the 2019 California Building Code (CBC), Title 24, and the City Building Code, which are designed to preclude significant adverse effects associated with strong seismic ground shaking. The future structures and workers on the Project site have the potential to be exposed to strong seismic ground shaking associated with seismic events. Adherence to the recommendations outlined in the City's General Plan and Municipal Code, as well as conditions of approval and the 2019 California Building Code (CBC) Guidelines that are currently adopted by the City, will ensure potential impacts related to strong seismic shaking are less than significant.

iii) Seismic-related ground failure, including liquefaction?

Less than Significant Impact: Liquefaction is a phenomenon associated with shallow groundwater combined with the presence of loose, fine sands, and/or silts within a depth of 50-feet below grade or less. Liquefaction occurs when saturated, loose, fine sands and/or silts are subjected to strong ground shaking resulting from an earthquake event. Due to the increasing overburden pressure with depth, liquefaction of granular soils is generally limited to the upper 50 feet of a soil profile. Increasing duration of the ground shaking during a seismic event can also increase the potential for liquefaction.

According to *Figure 7-6: Liquefaction* of the General Plan, areas of high liquefaction susceptibility within the City are located towards the northern portion of its jurisdiction. The Project site and its surrounding areas are not located within an area susceptible to liquefaction. Additionally, groundwater is believed to lie at a depth in excess of 50 feet beneath the Project site, and the site is underlain by relatively dense alluvial materials (Appendix E). Therefore, liquefaction is not considered to be a design concern for the Project and a less than significant impact would occur.

iv) Landslides?

Less than Significant impact: Seismically induced landslides and slope failures are common occurrences during or soon after large earthquakes. According to *Figure 7-6: Liquefaction* of the City's General Plan, the Project site is not located within an area that has potential for earthquake-induced landslides. Additionally, the Project site and surrounding areas are relatively flat. Project implementation would not directly or indirectly induce risk of landslide, a less than significant impact would occur.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact: Construction activities associated with the Project would involve earth movement and the exposure of soil, which would temporarily increase erosion susceptibility. In the long-term, development of the Project site would increase impervious surface cover on the Project site, thereby reducing the potential for erosion and loss of topsoil that currently occurs. The Project would be required to adhere to standard regulatory requirements, including, but not limited to, requirements of the City's National Pollutant Discharge Elimination System (NPDES) Construction General Permit, which requires

adoption of an appropriate Storm Water Pollution Prevention Plan (SWPPP) and implementation of Best Management Practices (BMPs) to reduce erosion from storm water runoff. With the implementation of a Project specific SWPPP, potential impacts associated with erosion or changes in topography, including loss of topsoil are considered less than significant.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Less than Significant Impact with Mitigation Incorporated: The Project site is underlain by fill/topsoil that overlies native alluvial materials. The fill/topsoil that underlays the Project site is approximately 12 to 15 feet in thickness, consists of silty sand with gravel to well graded sand with gravel, is brown to gray in color, damp, and in a loose to medium dense state. The alluvial materials further down consist of poorly graded sand, well graded sand, and silty sand with minor units of sandy silt/silty sand and lean clay with sand, with the upper 2 to 7 feet of alluvial in a loose/medium state and became more stiff/dense with depth. Due to the coarse grained composition of the native soils that underlie the Project site, caving of the site excavations is anticipated (Appendix E).

The Project will be required to comply with all requirements and recommendations outlined in the Subsurface Soil Investigation prepared by LOR Geotechnical Group, as required by Mitigation Measure **GEO-1**. Furthermore, the Project will comply with all applicable provisions of the Uniform Building Code (UBC) and California Building Code (CBC) that would act to minimize any unstable soils or unstable geologic units that may be encountered. On this basis, the potential for the Project to be located on a geologic units or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse is less than significant with mitigation incorporated.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than Significant Impact: Expansive soils contain significant amounts of clay particles that swell considerably when wet and shrink when dry. Foundations constructed on these soils are subject to uplifting forces caused by swelling. Without proper mitigation measures, heaving and cracking of both building foundations and slabs-on-grade could result. The native soils that underlay the Project site are considered clean, free-draining, granular soils that are generally suitable for use as backfills and fills (Appendix E). Therefore, the subsurface soils at the Project site are considered non-expansive and a less than significant impact would occur.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste-water disposal systems where sewers are not available for the disposal of waste water?

No Impact: The Project does not propose to utilize a septic tank or alternative wastewater disposal system. Therefore, no impact will occur.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than Significant Impact: A Cultural and Paleontological Resources Assessment was prepared by Duke Cultural Resources Management, LLC (Duke CRM) dated March 2024 (Appendix D). Duke CRM requested that the Western Science Center (WSC) perform a paleontological records search for known fossil localities within, and in the vicinity of, the Project site. On January 12, 2023, the WSC found that there have been no paleontological resources discovered within the Project area or within a one (1) mile search radius. The geology within the Project site is mapped by Dibblee and Minch (2003, 2004) and indicates that the Project site is underlain by Holocene-age alluvial sand and clay deposits (Qa) dating to the Holocene; although these units are conducive to the preservation of biological material, they are considered to have low paleontological sensitivity due to their relatively modern age. Therefore, the potential for impacts as a result of Project implementation on paleontological resources are less than significant.

Mitigation Measures

Mitigation:

VII. (c)

GEO-1: **Grading and Construction**
The Project shall incorporate the recommendations provided in the Subsurface Soils Investigation prepared by LOR Geotechnical Group, dated February 27, 2023 (Appendix D). The recommendations are presented in the following sections of the report: Excavations, Shoring Design Parameters, Culvert Areas, Preparation of Box Culvert and Retaining Wall Areas, Culvert Box and Retaining Wall Design, Engineered Compacted Fill, Preliminary Pavement Design, Corrosion Protection, and Construction Monitoring.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. Greenhouse Gas Emissions – Would the project:				
a) Generate greenhouse gas emissions either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan, 2035.
    a. Chapter 7 – Healthy Communities
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017
    a. 3.5 – Energy, Greenhouse Gases, and Climate Change
3. Air Quality and Greenhouse Gas Report California Street and Redlands Boulevard. Urban Crossroads, Inc. April 22, 2024. (Appendix A)

Discussion of Impacts

a) Generate greenhouse gas emissions either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact: Urban Crossroads conducted a Greenhous Gas Analysis for the proposed Project, dated April 22, 2024 (Appendix A). The analysis provides the estimated greenhouse gas (GHG) emissions that will result from Project construction and operation. Construction related GHG emissions are quantified and amortized over the life of the Project, which is identified as a 30-year period, in accordance with the South Coast Air Quality Management District (SCAQMD). Project operational emissions would consist of mobile source emissions, area source emissions, energy source emissions, on-site cargo handling equipment emissions, and solid waste management.

On December 5, 2017, the City of Redlands adopted the Climate Action Plan (CAP), which provides a framework for reducing GHG emissions and managing resources to best prepare for a changing climate. The CAP recommends GHG emissions targets that are consistent with the reduction targets of the State of California and presents a number of strategies that will make it possible for the City to meet the recommended targets.

Project GHG emissions would total approximately 15.73 MTCO2e per year as a result of the construction phase of the Project, as there are no quantifiable GHG emissions associated with operations of the Project. As such, the GHG emissions presented in *Table 9-1: Total Project GHG Emissions* are from construction source GHG emissions. A numerical threshold for determining the significance of GHG emissions in the SCAB has not been established by the SCAQMD for projects where it is not the lead agency. As an

interim threshold based on guidance provided in the California Air Pollution Control Officers Association (CAPCOA) CEQA and Climate Change handbook, the City has opted to use a non-zero threshold approach based on Approach 2 of the handbook. Threshold 2.5 (Unit-Based Thresholds Based on Market Capture) establishes a numerical threshold based on capture of approximately 90% of emissions from future development. The latest threshold developed by SCAQMD using this method is 3,000 MTCO2e/yr for all projects.

Table 8-1: Total Project GHG Emissions

Year	Emissions (MT/yr)				
	CO2	CH4	N2O	R	Total CO2E
2024	265.23	0.01	0.00	0.04	266.53
2025	215.35	0.01	0.00	0.03	216.33
Total GHG Emissions	480.58	0.02	0.01	0.07	482.86
Amortized Construction Emissions	16.02	0.00	0.00	0.00	16.10
Total CO_2E (All Sources)	**16.10**				

The Project has the potential to generate a total of approximately 16.10 MTCO2e/yr as summarized in *Table 8-1: Total Project GHG Emissions*, and meets the SCAQMD's numeric threshold of 3,000 MTCO2e/yr. An individual project cannot generate enough GHG emissions to influence global climate change. The project participates in this potential impact by its incremental contribution combined with the cumulative increase of all other sources of GHGs, which when taken together may have a significant impact on global climate change. However, compliance with the CAP fulfills the description of mitigation found in CEQA Guidelines §15130(a)(3) and §15183.5. Therefore, Project impacts would be less than significant.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less than Significant Impact: The Project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing GHG emissions. Applicable plans adopted for the purpose of reducing GHG emissions include the California Air Resources Board (CARB) Scoping Plan and the City of Redlands Climate Action Plan. Urban Crossroads conducted a consistency analysis that is provided in Appendix A. The results of the consistency analysis are summarized below.

CARB 2022 Scoping Plan

CARB's Scoping Plan is California's GHG reduction strategy to achieve the state's GHG emissions reduction target established by AB 32, which is to return to 1990 emission levels by year 2030 (CARB 2017). The CARB Scoping Plan is applicable to state agencies and is not directly applicable to cities/counties and individual projects. Nonetheless, the Scoping Plan has been the primary tool that is used to develop performance-based and

efficiency-based CEQA criteria and GHG reduction targets for climate action planning efforts.

On December 24, 2017, CARB adopted the Final 2017 Climate Change Scoping Plan Update to address the new 2030 interim target to achieve a 40 percent reduction below 1990 levels by 2030, established by SB 32 (CARB 2017). Statewide strategies to reduce GHG emissions include the Low Carbon Fuel Standard (LCFS), California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio standard, changes in the Corporate Average Fuel Economy (CAFE) standards, and other early action measures as necessary to ensure the state is on target to achieve the GHG emissions reduction goals of AB 32. Also, new buildings are required to comply with the latest applicable Building Energy Efficiency Standards and California Green Building Code (CALGreen). While measures in the Scoping Plan apply to state agencies and not the proposed Project, the Project's GHG emissions would be reduced from compliance with statewide measures that have been adopted since AB 32 and SB 32 were adopted. Therefore, the proposed Project would not obstruct implementation of the CARB Scoping Plan and impacts would be less than significant. In November 2022, CARB released the Final 2022 Scoping Plan Update, which identifies the State's progress towards the statutory 2030 target, while providing a path towards carbon neutrality and reduce greenhouse gases emissions by 85% below 1990 levels by 2045. Recent studies show that the State's existing and proposed regulatory framework will allow the State to reduce its GHG emissions level to 40% below 1990 levels by 2030. The Project would not conflict with any of the 2022 Scoping Plan elements as any regulations adopted would apply directly or indirectly to the Project.

Climate Action Plan

The City of Redlands adopted a Climate Action Plan (CAP) to address requirements under the California Global Warming Solutions Act of 2006. The CAP presents the greenhouse gas inventory for the City, identifies the effectiveness of California, regional, and countywide initiatives to reduce GHG emissions, and concludes with City strategies to achieve GHG targets for the City. The proposed Project does not conflict with or impede implementation of the CAP. Therefore, Project impacts would be less than significant.

Finally, the Project is consistent with the general plan land use designation, density, building intensity, and applicable policies specified for the Project area in SCAG's Sustainable Community Strategy/Regional Transportation Plan, which pursuant to SB 375 calls for the integration of transportation, land-use and housing policies to plan for achievement of the GHG-emissions target for the region. Thus, a less than significant impact related to GHG emissions from Project construction and operation would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. Hazards and Hazardous Materials – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 7 – Healthy Community
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017.

a. Section 3.7 – Hazards and Hazardous Materials

3. Envirostor, Department of Toxic Substances Control, 2019. https://www.envirostor.dtsc.ca.gov/public/
4. FHSZ Viewer, The California Department of Forestry and Fire Protection's Fire and Resource Assessment Program (FRAP), accessed May 11, 2023. https://egis.fire.ca.gov/FHSZ/

Discussion of Impacts

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact: Project implementation would not cause the routine transport, use, or disposal of hazardous materials. However, equipment used and stored at the site during Project construction will utilize substances considered to be hazardous by regulatory bodies, such as diesel fuel and gasoline. These types of materials are not acutely hazardous, and all storage, handling, use, and disposal of these materials are regulated by federal and state requirements. Project construction activities are required to strictly adhere to federal and state requirements. The use, transport, storage, and disposal of hazardous materials must comply with existing regulations established by several agencies, including the Department of Toxic Substances Control (DTSC), the U.S. Environmental Protection Agency (EPA), the US Department of Transportation (USDOT), the Occupational Safety & Health Administration (OSHA), the California Code of Regulations (CalOSHA), and the state Unified Hazardous Waste and Hazardous Materials Management Regulatory Program. Long-term operation of the Project would not handle any hazardous materials as the Project includes the widening of California Street, intersection improvements, and storm drain improvements in the Mission Zanja Channel. The amount of hazardous material onsite during construction is expected to be less than significant, and the Project would be required to comply with applicable laws, ordinances, and procedures. Thus, Project impacts would be less than significant.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less than Significant Impact: As discussed in Section IX(a), any handling activities associated with hazardous or potentially hazardous materials would comply with all applicable federal, state, and local agencies and regulations. Short-term construction of the proposed Project would comply with all applicable federal, State, and local agencies and regulations with the policies and programs established by agencies such as the EPA, Department of Transportation, Department of Toxic Substances Control, Cal/OSHA, Resource Conservation and Recovery Act (RCRA), and the state Unified Hazardous Waste and Hazardous Materials Management Regulatory Program. Long-term operation of the Project would not handle any hazardous materials. Adherence to the applicable policies and programs of these agencies would ensure that any transport or interaction with hazardous materials would occur in the safest possible manner, reducing the opportunity for the accidental release of hazardous materials into the environment. Any handling of hazardous materials would be limited in both quantities and concentrations.

Based on the preceding, impacts would be less than significant.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less than Significant Impact: Mission Elementary School is located adjacent to the Project site in the southwest corner of the Redlands Boulevard and California Street intersection. Grove High School is located approximately 1.78 miles southeast of the Project site, and Victoria Elementary School is located approximately 1.41 miles northwest of the Project site. The Proposed Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substance, or waste during operation. As previously discussed, handling activities associated with hazardous or potentially hazardous materials during the construction phase of the Project would comply with all applicable federal, state, and local agencies and regulations and would be short-term. Any handling of hazardous materials would be limited in both quantities and concentrations. Impacts would be less than significant.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact: Government Code Section 65962.5 describes that before an application for a development project is completed, the Applicant and/or Lead Agency shall indicate whether the site is included on any of the lists compiled pursuant to that section and identify which list(s). According to the Cortese List (DTSC, EnviroStor 2019), the Project site is not included on a list of hazardous materials sites. Nor are there any active hazardous materials sites listed in the vicinity of the Project site. Therefore, the proposed Project would not create a significant hazard and no impact would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact: The nearest airport to the Project site is the San Bernardino Municipal Airport located approximately 2.1 miles north of the site, followed by the Redlands Municipal Airport which is located 4.4 miles northeast of the Project site. According to *Figure 7-7: Airport Hazards* of the General Plan, the Project site is not located in Airport Compatibility Zones or Airport Noise Contour zones. Given the Project site's distance from any airport, the Project would not create a safety hazard or excessive noise for people residing or working in the Project area. Thus, no impact would occur.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact: The City adopted its Hazard Mitigation Plan (HMP) in 2015 in accordance with 44 CFR. Emergency evacuation plans for the City and surrounding areas are identified in the San Bernardino County Emergency Operations Plan. During the construction phase of the Project, temporary closures of California Street and the

northwestern portion of the Redlands Boulevard and California Street intersection would occur. However, detour signage will be used on adjacent streets to redirect traffic and the impacts would be temporary occurring between April 2024 and December 2024 intermittently depending on what portion of the Project is being implemented. The proposed Project would not impede implementation of the County's Emergency Operation Plan as it would widen California Street and the Redlands Boulevard and California Street intersection, which would result in a smoother flow of traffic. Therefore, potential impacts to the implementation of or physical interference with an adopted emergency response plan or emergency evacuation plan would be less than significant.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact: The Project site is located in the southwest corner of the City in an urban, built-up area. There are no wildland areas in the Project vicinity. Implementation of the proposed Project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires and no impacts would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
X. Hydrology and Water Quality – Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 6 – Vital Environment
    b. Chapter 7 – Healthy Community
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017

a. 3.9 – Hydrology and Water Quality

Discussion of Impacts

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Less than Significant Impact: The National Pollution Discharge Elimination System (NPDES) Program is a federal Environment Protection Act (EPA) program that is overseen by the State of California and administered by the California Regional Water Quality Control Boards (RWQCB). The City's National Pollution Discharge Elimination System (NPDES) permit has been in effect since 2004 and is administered by the Santa Ana RWQCB and regulates point and nonpoint discharges into waters of the United States within the City's jurisdiction. Under the NPDES permit, construction activities are regulated through a General Construction Stormwater Permit (MS4) which requires recipients to develop a Storm Water Pollution Prevention Plan (SWPPP) to reduce or eliminate non-storm water discharges into stormwater systems through the implementation of Best Management Practices (BMPs). The proposed Project is subject to the City's NPDES permit, the State's General Construction permit, and a SWPPP. The Projects' SWPPP would identify Project specific BMPs to control and abate pollutant discharges into stormwater systems and any surface waters. With the implementation of BMPs identified in the Project SWPPP, the proposed Project would be in compliance with the General Construction Storm Water Permit (MS4) and the City's NPDES permit. Therefore, the Project conforms with conditions related to water quality standards and waste discharge requirements to reduce the potential to substantially degrade surface or groundwater quality. Thus, a less than significant impact would occur.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than Significant Impact: The proposed Project would reconstruct the northwest corner of the California Street and Redlands Boulevard intersection, widen California Street approximately 770 feet north of Redlands Boulevard, and install a triple reinforced concrete box (RCB) culvert and concrete transition structure in the Mission Zanja Channel under the California Street and Redlands Boulevard intersection. The Project does not include any development components that would require a water supply for operations that would affect groundwater supplies. The widening of California Street approximately 770 feet north of Redlands Boulevard will convert minor pervious surfaces to impervious surfaces however, this is not enough to substantially interfere with groundwater recharge. Therefore, the Project would not impede sustainable groundwater management of the basin and a less than significant impact would occur.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) result in substantial erosion or siltation on- or off-site;

Less than Significant Impact: The proposed Project would not alter the existing drainage pattern of the site or area in a manner which would result in substantial erosion

or siltation on- or off-site. The proposed storm drain improvements in the Mission Zanja Channel include the construction of a triple RCB culvert and concrete transition structure. The widening of California Street, north of Redlands Boulevard and south of the existing Anthem Oil gas station includes the construction of a 6.5-foot-wide concrete sidewalk with curb and gutter to convey stormwater flows to the Mission Zanja Channel. Less than significant impacts would occur.

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; or

Less than Significant Impact: The proposed Project will maintain the existing flow and direction of stormwater runoff in the Mission Zanja Channel. The widening of California Street which includes the conversion of pervious surfaces to impervious surfaces and the construction of a 6.5-foot wide concrete sidewalk with curb and gutter, is not substantial enough to increase the rate or amount of surface runoff. Impacts would be less than significant.

iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less than Significant Impact: The proposed Project does not alter the existing flows and/or drainage patterns of the Project site. Therefore, the Project would not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Less than significant impacts would occur.

iv) impede or redirect flood flows?

Less than Significant Impact: The proposed Project does not alter the existing flows and/or drainage patterns of the Project site. Therefore, the Project would not impede of redirect existing flows.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less than Significant Impact: The Project site includes a portion of the Mission Zanja Channel which is identified as a 100 Year Floodplain (A) meaning there is a 1 percent annual chance of flooding. The proposed Project would not change the existing drainage patterns of the Mission Zanja Channel and would therefore not increase the risk of pollutants. According to *Figure 7-3: Flood Hazards* of the City's General Plan, the Project site is not located in a Dam Inundation Area. Additionally, the Project site is located approximately 70 miles east of the Pacific Ocean resulting in no potential for impacts due to tsunamis. Therefore, Project implementation would not result in a release of pollutants due to flood hazards, tsunami, or seiche zones. A less than significant impact would occur.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact: The proposed Project would be required to adhere to the requirements outlined in the Project specific SWPPP to prevent and reduce Project related

pollutants from entering stormwater discharges. Additionally, the Project would widen the south bound lanes of California Street which would convert a minor area of pervious surface to impervious surface. However, this would not be substantial enough to impact groundwater management plans. Thus, the Project would not conflict with or obstruct the implementation of a water quality control plan or sustainable groundwater management plan.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. Land Use and Planning – Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 4 – Livable Community
5. Draft Environmental Impact Report for the City of Hesperia General Plan Update, May 26, 2010.
    b. 3.10 – Land Use and Housing

Discussion of Impacts

Would the project:

a) Physically divide an established community?

No Impact: According to the City's General Plan, the Project site is designated as Commercial and Linear Parks. The Project site is currently developed with California Street, the Mission Zanja Channel, and the Redlands Boulevard and California Street intersection. Surrounding uses include an apartment complex to the west, a gas station and the I-10 freeway to the north, a commercial shopping center to the east, an elementary school to the southwest, and an apartment complex to the southeast. Therefore, no established communities exist within the Project site, nor does the Project propose or require elements or operations that would divide an off-site community. Based on the preceding, the Project would not physically divide an established community and no impact would occur.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact: The General Plan land use designation for the Project site is Commercial, and Linear Parks adjacent to the Mission Zanja Channel. The proposed Project would not conflict with any land use plan, policy, or regulation adopted; thus no impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. Mineral Resources – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 6 – Vital Environment
2. Draft Environmental Impact Report for the City of Hesperia General Plan Update, May 26, 2010.
    a. Section 3.11 – Mineral Resources

Discussion of Impacts

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

a-b) No Impact: The City is located within the San Bernardino Production-Consumption (P-C) Region. The State Mining and Geology Board has classified large areas in the north portion of the City as Mineral Resource Zone-2 (MRZ-2), indicating that there are minerals located in the area with value and marketability. According to *Figure 6-4: Mineral Resources*, the Project site is not located within a Mineral Land Classification zone or an Aggregate Resources Sector zone. Furthermore, the Project site is not located in a Significant Mineral Aggregate Resource Area (SMARA). Accordingly, implementation of the proposed Project would not result in the loss of availability of a known mineral resource that would be of value to the region or the residents of the State of California. Additionally, there are no resource recovery sites delineated within the Project vicinity, or surrounding areas. Therefore, the proposed Project would not result in the loss of availability of locally important mineral resources and no impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. Noise – Would the project result in:				
a) Generation of a substantial, temporary, or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan, 2035.
    a. Chapter 7.5 - Noise
2. City of Redlands General Plan Update and Climate Action Plan Environmental Report, Revised Draft, July 21, 2017.
    a. 3.12 – Noise
3. Title 18 – Zoning Regulations
    a. Chapter 18.92.230 – C-3 General Commercial District Noise Control
4. California Street and Redlands Boulevard Intersection Improvement Noise Impact Analysis City of Redlands. Urban Crossroads. April 22, 2024. (Appendix F)

Discussion of Impacts

Would the project result in:

a) Generation of a substantial, temporary, or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant Impact: The City proposes to widen California Street, 770 feet north of Redlands Boulevard, and south of the Anthem Oil Gas Station. The Project also includes improvements to the northwest corner of the Redlands Boulevard and California Street intersection, and storm drain improvements beneath the intersection in the Mission Zanja Channel. The Project will produce noise levels that are associated with construction, however, operation of the Project does not include any new stationary noise sources. Urban

Crossroads prepared a Noise Impact Analysis dated June 30, 2023 (Appendix F). The Noise Impact Analysis was prepared to satisfy applicable City of Redlands standards and thresholds of significance based on guidance provided by Appendix G of the California Environmental Quality Act (CEQA) Guidelines.

Construction Related Impacts

In accordance with the City's Municipal Code Section 8.06.090, Project related construction activities would occur during the permitted hours of 7:00 a.m. to 6:00 p.m. Monday through Saturday, with no construction occurring on Sundays or holidays. The City's General Plan and Municipal Code does not identify specific construction noise level limits, thus the Noise Impact Analysis prepared by Urban Crossroads utilized the 85 dBA Leq threshold identified by the National Institute for Occupational Safety and Health (NIOSH) to quantify and determine potential construction noise level impacts as a result of the proposed Project (Appendix F).

Construction noise levels will vary due to each stage of construction requiring a specific equipment mix, depending on the work to be completed. As a result of the equipment mix, each stage has its own noise characteristics; some stages have higher continuous noise levels than others, and some have higher impact noise levels than others. Project construction activities are expected to occur in the following stages: demolition, site preparation, grading, roadway base, paving, and striping. Table 13-1 presents a summary of the noise levels at the nearest sensitive receptors for the loudest construction equipment, assuming they operate at the same time.

Table 13-1 Construction Equipment Noise Level Summary

Receiver Location	Construction Noise Levels (dBA L_{eq})						
	Demolition	Site Preparation	Grading	Building Construction	Paving	Architectural Coating	Highest Level
1	69.9	67.1	63.5	65.0	60.5	58.5	69.9
2	65.8	63.0	59.4	60.9	56.4	54.4	65.8
3	65.3	62.5	58.9	60.4	55.9	53.9	65.3

As shown in Table 13-1 above, modeled unmitigated construction noise levels reached up to 69.9 dBA Leq, assuming all equipment for the phase is utilized at the same time. To evaluate whether the Project will generate potentially significant short-term noise levels at nearest receiver locations, a construction-related daytime noise level threshold of 85 dBA Leq is used as a reasonable threshold to assess the daytime construction noise level impacts. The construction noise analysis shows that the nearest receiver locations will satisfy the reasonable daytime 85 dBA Leq significance threshold during Project construction activities with a maximum noise level of 69.9 dBA Leq, as shown on Table 13-2. Therefore, the noise impacts due to Project construction noise are considered less than significant at all receiver locations.

Table 13-2 Construction Level Compliance

Receiver Location	Construction Noise Levels (dBA L_{eq})		
	Highest Construction Noise Levels	Threshold	Threshold Exceeded?

1	69.9	85	No
2	65.8	85	No
3	65.3	85	No

Operation Related Impacts

The Project does not include any new stationary noise sources. As such, the Project does not have the potential to generate increases in ambient noise from these sources at the Project site and in the surrounding area and thus no impact would occur (Appendix F). Therefore, Project impacts in regard to a generation of a substantial, temporary, or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies would be less than significant.

b) Generation of excessive ground borne vibration or ground borne noise levels?

Less than Significant Impact: Project construction can generate varying degrees of ground borne vibration, depending on the construction procedure and the construction equipment used. Operation of construction equipment generates vibrations that spread through the ground and dimmish in amplitude with distance from the source. The effect on buildings located in the vicinity depends on soil type, ground strata, and construction characteristics of receiver buildings. The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, to slight damage at high levels. Ground-borne vibrations from construction activities rarely reach levels that damage structures.

At distances ranging from 122 to 171 feet from Project construction activities, construction vibration velocity levels are expected to range up to 0.01 in/sec PPV. Based on maximum acceptable continuous vibration threshold of 0.04 PPV (in/sec), the typical Project construction vibration levels will not exceed the vibration thresholds at any local receiver. Therefore, the Project-related vibration impacts are considered less than significant during typical construction activities at the Project site (Appendix F).

Ground-borne vibration decreases rapidly with distance. The vibration levels reported at the sensitive receiver locations are unlikely to be sustained during the entire construction period but will occur rather only during the times that heavy construction equipment is operating adjacent to the Project site perimeter. The potential impacts associated with construction vibration would be less than significant. Operation of the Project would not introduce new sources of groundborne vibration or groundborne noise. Thus, impacts are less than significant.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact: The Project site is not located within an airport land use plan or within two (2) miles of a public airport, or within the vicinity of a private airstrip. Therefore, the Project would not result in potential noise impacts for people residing or working at the Project site. As such, the Project does not have the potential to expose people residing or working in the Project area to excessive noise levels and no impact would occur. No further analysis of CEQA Guideline C is required. No impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. Population and Housing – Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 4 – Livable City
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017.
    a. 3.10 – Land Use and Housing

Discussion of Impacts

Would the project:

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than Significant Impact: The CEQA Guidelines Section 15126.2(e) states growth-inducing impacts are not assumed to be beneficial, detrimental, or of little significance to the environment, but that a proposed project should be assessed in how it could foster economic growth or population growth, or the construction of additional housing, either directly or indirectly. The most immediate presence of potential growth related to the proposed Project would be the labor force associated with the construction of the California Street and Redlands Boulevard widening, and storm drain improvements. The Project does not propose new residential development and would not directly contribute to population growth within the City.

Project-related employment demands would likely be filled by the existing personnel pool within the City and neighboring communities, with little or no measurable increase in the City's resident population. Significant population growth is therefore not anticipated to result from Project implementation. The Project is consistent with the General Plan and will facilitate easier flow of traffic through the California Street and Redlands Boulevard intersection. Although the Project will include infrastructure

improvements such as paving along the Project frontage or constructing a new curb, gutter, and sidewalk, these improvements would be concentrated to the immediate surroundings of the Project site and are unlikely to encourage unanticipated population growth. Based on the preceding, the potential for the Project to induce substantial growth directly or indirectly is considered less than significant.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact: No houses currently exist within the Project site. Additionally, the Project does not propose uses or activities that would otherwise displace housing assets or persons. Based on the preceding, the proposed Project would have no impact related to displacement of housing or people.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. Public Services – Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:				
i) Fire protection?	☐	☐	☐	☒
ii) Police protection?	☐	☐	☐	☒
iii) Schools?	☐	☐	☒	☐
iv) Parks?	☐	☐	☒	☐
v) Other public facilities?	☐	☐	☐	☒

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 20.5
    a. Chapter 6 – Vital Environment
    b. Chapter 7 – Healthy Community
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017
    a. Section 3.13 – Public Facilities and Services

Discussion of Impacts

Would the project:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:

i) Fire protection?

No Impact: Fire protection services to the Project site are provided by the Redlands Fire Department. Areas adjacent to the Project site to the west and south are served by the City of Loma Linda Fire Department. The Project site is served by Fire Station 264

which is located approximately 1.4 miles east of the Project site at 1270 West Park Avenue in Redlands. If additional fire protection services are needed, Fire Station 252 located in the City of Loma Linda is located approximately 1.7 miles west of the Project site at 10520 Ohio Street.

The City aims for a standard of the National Fire Protection Association (NFPA) which recommends that the first arriving unit arrive within four (4) minutes 90 percent of the time. However, the City adheres to a more lenient goal of arriving seven (7) minutes 90 percent of the time as this is a more realistic goal given the response times analyzed in 2015 with an average response time of nine (9) minutes. The proposed Project does not include residential or commercial development. The Project will be constructed to current building code requirements regarding fire suppression and access. Furthermore, the Project will be subject to the review and approval of the Redlands Fire Department. According to the Redlands General Plan EIR, there are adequate firefighting resources in the region to serve the proposed Project. Therefore, construction of a new or expanded fire station would not be required. Based on the foregoing, the proposed Project would receive adequate fire protection service and would not result in the need for new or physically altered fire protection facilities. No impacts to fire protection services would occur.

ii) Police protection?

No Impact: Police protection services to the Project site are provided by the Redlands Police Department. The Project site is served by the Redlands Police Department, located at 1270 W. Park Avenue approximately 1.4 miles east of the site. The Project would not introduce any new residential or commercial development and does not include any new population growth. Therefore, the Project would not require or result in the construction of new or physically altered police facilities. No impacts would occur.

iii) Schools?

Less than Significant Impact: The Project site is located within the Redlands Unified School District. The nearest school to the Project site is the Mission Elementary School located adjacent to the Project site in the southwest corner of the California Street and Redlands Boulevard intersection. The proposed Project would not create a direct demand for public school services, as the Project does not include residential uses, commercial uses, or population increase. Project construction would begin April 2024 and last through December 2024 with the most intensive construction activities occurring during the beginning phase of the Project during demolition. The excavation and grading phase of the Project is expected to occur primarily in the summer months from April 2024 to August 2024, when the neighboring Mission Elementary School is least in session. The remaining phases of Project implementation would be less intensive and include storm water improvements and paving. Therefore the Project would have less than a significant impact on schools.

iv) Parks?

Less than Significant Impact: The nearest park to the Project site is Heritage Park located approximately 1 mile southeast of the Project site. The nearest trail to the Project

site is the Orange Blossom Trail which runs along the Mission Zanja Channel. The proposed Project does not include any permanent impacts to the Orange Blossom Trail, however it may cause temporary impacts to trail access at the northwest corner of the California Street and Redlands Boulevard intersection during the construction phase of the Project. Given the construction phase of the Project would occur form April 2024 through December 2024, these impacts would be temporary in nature and would cease upon Project completion. Additionally, the Project does not include the construction residential or commercial uses that would increase the population. As such, implementation of the proposed Project would not adversely affect parks and public facilities or require the construction of new or modified public facilities, a less than significant impact would occur.

v) Other public facilities

No Impact: Demand for public facilities is generated by the population within a facility's service area. The Project would not induce population growth and therefore would not create a demand for public facilities/services, including libraries, community recreation centers, post offices, and animal shelters. As such, implementation of the proposed Project would not adversely affect or require the construction of new or modified public facilities, no impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. Recreation				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 7 – Healthy Community
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017
    a. 3.13 – Public Facilities and Services
        i. Parks

Discussion of Impacts

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

a-b) No Impact: The City proposes to widen California Street and install storm drain improvements under the Redlands Boulevard, California Street intersection in the Mission Zanja Channel. The Project does not include any type of residential use or other land use that may generate a population that would increase the utilization of existing neighborhood and regional parks or other recreational facilities. Accordingly, implementation of the proposed Project would not result in substantial physical deterioration of an existing neighborhood or regional park. The Project does not include any new on- or off-site recreation facilities, nor the expansion of any existing off-site recreational facilities. Thus, environmental effects related to the use, construction, or expansion of recreational facilities would not occur with implementation of the proposed Project. No impact on recreational facilities would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. Transportation/Traffic – Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☐	☒
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 5 – Connected City
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017
    a. Section 3.15 - Transportation

Discussion of Impacts

Would the project:

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Less than Significant Impact: The City proposes to widen the west side of California Street 770 feet north of the Redlands Boulevard, install improvements in the northwest corner of the California Street and Redlands Boulevard intersection, and install storm drain improvements in the Mission Zanja Channel beneath the intersection. The Project area on southbound California Street consists of the two (2) travel lanes that become one (1) combination right turn lane and through lane, one (1) designated left turn lane, a shoulder, and an asphalt berm depression that provides access to the Channel for maintenance. The Project area on the north side of Redlands Boulevard currently consists of a concrete sidewalk and a commercial driveway that provides access to the Channel for maintenance. The proposed widening of California Street consists of the construction of one (1) designated right turn lane, two (2) travel lanes, a 6.5-foot-wide concrete sidewalk with curb and gutter, and a 24-foot-wide concrete sidewalk depression to provide access to the Channel for maintenance. The specifications for the sidewalk and gutter improvements meet the requirements of the City's Standard Specifications and Detail Drawings for Design

Construction of Public Improvements guidelines (PW Standards).

The proposed Project is a component of the realignment of California Street and Redlands Boulevard which is identified on *Figure 3.15-10: Proposed Roadway Improvements* of the City's General Plan EIR. California Street is classified as a Major Arterial roadway, the proposed widening Project is designed to accommodate the high volume of motorists that utilize the roadway to travel between residential areas, major activity centers, and the I-10 and I-215 freeways. The proposed Project would alleviate traffic congestion on California Street and the Redlands Boulevard and California Street intersection. Therefore, the Project would not conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, impacts would be less than significant.

b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

No Impact: CEQA Guidelines Section 15064.3 subdivision (b) regards Vehicle Miles Traveled (VMT) and whether the land use project will generate vehicle miles traveled in excess of an applicable threshold of significance. The proposed Project does not include any development, such as residential or commercial, that would generate additional vehicle miles traveled. The Project would not conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b), and no impact would occur.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact: The Project will widen California Street and the northwest corner of the Redlands Boulevard and California Street intersection and install storm drain improvements, in the Mission Zanja Channel. The proposed Project does not include any sharp curves or traffic intersection crossings. Therefore, the Project would not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses, and no impact would occur.

d) Result in inadequate emergency access?

Less than Significant Impact: The Project would reduce traffic congestion on California Street and the California Street and Redlands Boulevard intersection. During construction, there will be temporary closure of lanes on southbound California Street, north of Redlands Boulevard, and the northwest corner of the California Street and Redlands Boulevard intersection. The Project would not result in inadequate emergency access to the Project site. Thus, a less than significant impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. Tribal Cultural Resources – Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	☐	☒	☐	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 7 – Healthy Community
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017
    a. Section 3.8 – Historical, Archaeological, and Paleontological Resources
3. Cultural and Paleontological Resources Assessment for California Street/Redlands Boulevard Intersection Improvements Project, City of Redlands, San Bernardino County, California. Duke Cultural Resources Management, LLC. March 2024. (Appendix D)

Findings of Fact: As of July 1, 2015, Public Resources Code Sections 21080.1, 21080.3.1, and 21080.3.2 require public agencies to consult with California Native American tribes recognized by the Native American Heritage Commission (NAHC) for the purpose of mitigating impacts to tribal cultural resources. This law does not preclude agencies from initiating consultation with the tribes that are culturally and traditionally affiliated with their jurisdictions.

In accordance with Public Resources Code Section 21080.3.1(d), a lead agency is required to provide formal notification of intended development projects to Native American tribes that have requested to be on the lead agency's list for receiving such notification. The formal notification is required to include a brief description of the proposed Project and its location, lead agency contact information, and a notification that the California Native American tribe

has 30 days to request consultation for tribal cultural resources. On April 4, 2024, the City sent out notification to six (6) tribes that are traditionally and/or culturally affiliated with the Project area or have specifically requested notice for all projects within the City. The tribes included in the notification were the Agua Caliente Band of Cahuilla Indians, Gabrieleño Band of Mission Indians – Kizh Nation, Morongo Band of Mission Indians, Soboba Band of Luiseno Indians, Torres Martinez Desert Cahuilla Indians, and Yuhaaviatam of San Manuel Nation. The City received requests for consultation from the Morongo Band of Mission Indians and the Yuhaaviatam of San Manuel Nation. The Morongo Band of Mission Indians requested consultation on April 30, 2024, and provided mitigation measures on July 10, 2024.The Yuhaaviatam of San Manuel Nation requested consultation on April 15, 2024, and provided mitigation measures on April 15, 2024.These mitigation measures are incorporated into this IS/MND as **CUL 2-5** and **TCR 1-7**.

Discussion of Impacts

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

Less than Significant Impact with Mitigation Incorporated: A Cultural and Paleontological Resources Assessment was prepared by Duke Cultural Resources Management, LLC (Duke CRM) dated March 2024 (Appendix C). On January 9, 2023, Duke CRM staff performed a records search. The records search included a review of all recorded cultural resources within a ½ mile radius of the Project, as well as a review of known cultural resource survey and excavation reports. The records search identified fifteen (15) cultural resources within ½ mile of the Project. Twelve (12) of the previously documented resources are historic structures which include the Mission School, the San Bernardino County Museum, five (5) single-family residences, one (1) commercial building, one (1) farm, two (2) historic road segments, and a segment of the Morey Arroyo which, like the Mission Creek Channel, is associated with the Mission Zanja. One (1) of the road segments has been previously identified adjacent to and within the Project, resource P-36-032482, is a 3.5-mile segment of Redlands Boulevard that was recorded in 2017 and evaluated as not eligible for the NRHP. The other three (3) previously documented resources are archaeological sites which include a subsurface historic refuse scatter consisting of seven (7) glass bottles, the buried remains of a historic irrigation feature, and a prehistoric isolated artifact, a bifacial granite mano.

On January 12, 2023, Duke CRM archaeologist conducted an intensive pedestrian field survey of the Project area. The field survey identified one (1) previously recorded historic era cultural resource, a segment of Redlands Boulevard (P-36-032482). This resource was previously evaluated as ineligible for the CRHR. The field survey also identified one (1) previously unrecorded historic era cultural resource, a portion of the Mission Creek Channel. This resource was photographed and documented during field inspection for formal recordation and evaluation for eligibility for the CRHR. This resource was identified as ineligible for the CRHR. The Project area is therefore assessed as having a low sensitivity for buried prehistoric and historic resources.

Duke CRM submitted an inquiry to the State of California Native American Heritage Commission (NAHC) to ascertain the presence of known sacred sites, Native American cultural resources, and/or Native American human remains within and near the proposed

Project. The NAHC responded on April 12, 2023, and indicated that the results of the Sacred Lands File (SLF) search were positive but did not indicate which tribal organization to contact for more information nor did the letter clarify if the positive results were located on the Project site (Appendix D). Based on the cultural records search performed by Duke CRM, there is no evidence that TCR's exist onsite. Furthermore, no information or evidence was provided to the City during the tribal consultation process that identified TCR's on the Project site. During the AB52 consultation process, the Morongo Band of Mission Indians and the Yuhaaviatam of San Manuel Nation requested consultation and provided Mitigation Measures **TCR-1** though **TCR-7** which will be implemented during the construction phase of the Project in the event TCR's are inadvertently unearthed. Although it is not anticipated that unknown TCRs exist on-site, Mitigation Measures **TCR-1** through **TCR-7**, are identified to ensure that impacts would be reduced to a level below significance.

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Less than Significant Impact with Mitigation Incorporated: As discussed above in section (a), the NAHC response letter dated April 12, 2023, came back with positive results for sacred sites however, the letter did not indicate whether those sites were located on the Project site nor which Tribe to contact for more information. The City initiated the AB-52 Process on April 4, 2024 by sending letters to six (6) Tribes that have standing notification requests with the City per AB 52. Two tribes, the Morongo Band of Mission Indians and the Yuhaaviatam of San Manuel Nation, requested consultation and provided proposed mitigations measures. Based on the results of the Cultural Resources Assessment prepared by DUKE CRM and AB52 consultation, no information or evidence has been provided to the City regarding tribal cultural resources on the Project site. However, the City has agreed to implement mitigation measures to ensure that in the event any inadvertent discoveries of tribal cultural resources are discovered, impacts will remain less than significant. Those mitigation measures have been incorporated into this ISMND and are comprised of **CUL 2-5** and **TCR 1-7**. The Project will result in a less than significant impact with mitigation incorporated.

Mitigation Measures

Mitigation:

XVIII. (a-b)

TCR-1: **Native American Treatment Agreement.**
Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Agreement with the Consulting Tribe(s) requesting a written agreement for the project. The Tribal Monitor(s) shall be on-site during all ground-disturbing activities (including but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation of all utility and irrigation lines, and landscaping phases of any kind).

The Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities within 60 feet of the find to allow identification, evaluation, and potential recovery of tribal cultural resources.

TCR-2: **Worker Training.**
The archaeologist will conduct a Tribal Cultural Resource Sensitivity Training, in conjunction with the Consulting Tribe(s) Tribal Historic Preservation Officer (THPO), and/or designated Tribal Representative(s). The training session will focus on the potential tribal cultural resources that may be inadvertently discovered or encountered during ground-disturbing activities as well as the procedures to be followed in such an event.

TCR-3: **Pre-Grade Meeting.**
The Consulting Tribe(s) representative(s) shall attend the pre-grade meeting with the archaeologist and grading contractors to explain and coordinate the requirements of the tribal cultural resources monitoring plan.

TCR-4: **On-Site Monitoring.**
During all ground-disturbing activities the Native American monitor(s) from interested Consulting Tribe(s) shall be on-site full-time or part-time as determined by the Consulting Tribe(s). The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources as defined in California Public Resources Code Section 21074. Native American monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain tribal cultural deposits. The Native American monitor(s) shall be responsible for determining the duration and frequency of tribal monitoring during ground-disturbing activities.

TCR-5: **Inadvertent Discovery of Tribal Cultural Resources.**
In the event that previously unidentified tribal cultural resources are unearthed during construction, all Consulting Tribe(s) shall be immediately notified in writing, and the qualified archeologist and the Native American Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations within 60 feet of the area of discovery to allow for the evaluation of the potentially significant tribal cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.

If a potentially significant tribal cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the qualified archaeologist and Tribal Monitor(s). The archaeologist shall notify the Lead Agency and Consulting Tribe(s) of said discovery. The qualified archaeologist, in consultation with the Lead Agency, the Consulting Tribe(s), and the Native American monitor(s), shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the qualified archaeologist in consultation with the Consulting Tribe(s) and the Native American monitor(s) and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant tribal cultural resources in order of CEQA preference.

A. Full Avoidance
B. If avoidance is not feasible, Preservation in place.

If preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction.

C. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (CFR 79.1).

TCR-6: Inadvertent Discovery of Human Remains

A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e. clearing, grubbing, tree and branch removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of discovery. The area shall be protected; project personnel/ observers will be restricted. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to Subdivision (c) of HCS section 7050.5 and Public Resources Code (PRC) section 5097.98.

B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) within 24 hours of the determination pursuant to subdivision (c) of HSC section 7050.5.

C. The Native American Heritage Commission shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98

D. If the Consulting Tribe(s) has been named the Most Likely Descendant (MLD), the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code§6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's Most Likely Descendant (MLD), the landowner, and the City Planning Department.

TCR-7: Final Report.

The final report(s) created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe(s) for review and comment. After approval by the

Lead Agency, the final reports are to be submitted to the appropriate regional Information Center, and the Consulting Tribe(s).

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIX. Utilities and Service Systems – Would the project:				
a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 4 – Livable City
    b. Chapter 6 – Vital Environment
2. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017
    a. Section 3.14 – Public Utilities

Discussion of Impacts

Would the project:

a) Require or result in the relocation or construction of new or expanded water or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause

significant environmental effects?

Less than Significant Impact: The proposed Project does not include the development of residential or commercial structures that would require new or expanded utility services. The Project would relocate the existing traffic signal at the California Street and Redlands Boulevard intersection and the electrical utility poles on California Street, north of Redlands Boulevard where the street will be widened. Additionally, the Project would install a reinforced concrete box (RCB) triple culvert totaling fifty-four (54) feet wide and eleven (11) feet tall in the Mission Zanja Channel beneath the Redlands Boulevard and California Street intersection. The RCB culvert will be comprised of a concrete transition structure, a sloped concrete invert, the installation of a guard rail, and 6-foot-tall chain link fence. The proposed storm drain improvements in the Mission Zanja Channel will be designed in accordance with the County of San Bernardino Flood Control Standards and the Standard Plans for Public Works Construction (SPPWC) Standards. The Project does not include the construction or relocation of water or wastewater treatment facilities, natural gas, or telecommunication facilities. Therefore, the proposed Project would not cause significant environmental effects and impacts would be less than significant.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?

No Impact: Water services for the City are provided by the City and the Western Heights Water Company, which includes a combination of surface and groundwater sources. About 50 percent of the City's water supply comes from surface water sources including Mill Creek, the Santa Ana River, and imported water from the San Bernardino Valley Municipal Water District (SBVMWD) via the California Aqueduct. The remaining 50 percent of the water supply comes from groundwater sources via eighteen (18) wells that are owned by the City. The City's annual demand for water ranges from 20,000 to 30,000 acre-feet (af) per year, and at General Plan buildout is projected to be 30,313 af-per year in 2035. Existing and projected water supply exceeds existing and projected demand during normal and multiple dry years, with total water supplies ranging from 53,831 af-per year to 64,098 af-per year. Water may be used during the construction phase of the Project. However, the Project does not include the development of residential or commercial uses and would therefore not require water supplies during the long-term operation of the Project. Therefore, no impacts to the City's water system are anticipated.

c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact: The City provides and maintains the wastewater service system within its jurisdiction. The City's wastewater treatment plant is located on the south side of the Santa Ana River Wash at Nevada Street. The proposed Project does not include development, such as residential or commercial, that would require wastewater services. Therefore, no impact would occur.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than Significant Impact: The City provides solid waste collection services for areas within its jurisdiction which includes collection services for residential waste, green waste, and curbside recycling. Hazardous and electronic waste is managed by the Redlands Fire Department. Solid waste collected in the City is primarily disposed of at the California Street Landfill, operated by the City, and the Timoteo Sanitary Landfill operated by the County. The California Street Landfill has a design capacity of 11.4 million cubic yards and has a remaining capacity of 6.8 million cubic yards. The Timoteo Sanitary Landfill has a permitted capacity of 20.4 million cubic yards and has a remaining capacity of 13,605,388 cubic yards as of 2012. The proposed Project would generate solid waste during the construction phase of the Project on a short-term basis. The Project is not anticipated to generate solid waste during the long-term operation of the Project. Based on the preceding, the potential for the Project to generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals is less than significant.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less than Significant Impact: The Project would be implemented and operated in compliance with applicable City General Plan Goals and Policies, and would comport with City Zoning regulations—specifically, the Project would comply with local, state, and federal initiatives and directives acting to reduce and divert solid waste from landfill waste streams. The Project would comply with the California Integrated Waste Management Act of 1989 (AB 939) and AB 341 as implemented by the City. The proposed Project is required to comply with all applicable federal, state, County, and City statues and regulations related to solid waste as a standard project condition of approval. Therefore, a less than significant impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XX. Wildfire – If located in or near a State Responsibility Area ("SRA"), lands classified as very high fire hazard severity zone, or other hazardous fire areas that may be designated by the Fire Chief, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

Project Impacts and Mitigation Measures

Sources:

1. City of Redlands General Plan 2035.
    a. Chapter 7 – Healthy Community
3. City of Redlands General Plan Update and Climate Action Plan Environmental Impact Report, Revised Draft, July 21, 2017
    a. Section 3.7 – Hazards and Hazardous Materials

Discussion of Impacts

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact: Wildland fire protection in California is the responsibility of the state, local government, or the federal government. The Project site is located within a Local Responsibility Area (LRA), as identified on the latest Fire Hazard Severity Zone (FHSZ) map prepared by the California Department of Forestry and Fire Protection (CALFIRE). The Project site is not located in a State Responsibility Area (SRA) or classified as a Very High Fire Severity Zone (VHFSZ) within an LRA. The proposed Project is designed to alleviate traffic congestion on California Street and the Redlands Boulevard and California

Street intersection. Caltrans has identified Redlands Boulevard as a Potential Evacuation Route from Orange Street to Waterman Avenue in the San Bernardino Valley. During the construction phase of the Project, the southbound lane of California Street will be temporarily closed, in addition to the northwest corner of the California Street and Redlands Boulevard intersection in order for construction on the applicable streets to occur. These temporary closures would occur intermittently during Project construction which is anticipated to be between April 2024 and December 2024. Detour routes and signage would be implemented to ensure adequate access and circulation throughout the Project area. The long-term operation of the Project does not block access to surrounding properties and does not impede the City's evacuation program. Furthermore, the Project will be subject to the review and approval of the Redlands Fire Department. Based on the preceding, the potential for the Project to substantially impair an adopted emergency response or evacuation plan is less than significant.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact: The Project site is relatively flat and does not contain considerable slopes that would exacerbate wildfire risk. Prevailing winds are a concern during the summer months in the San Timoteo Canyon and Live Oak Canyon areas of the City, well outside of the Project area. Vegetation at the Project site currently consists of sparse ruderal vegetation west of California Street and intermittently in the Mission Zanja Channel which would not exacerbate wildfire risks. Additionally, the Project is not located in a wildland fire area or VHFHSZ. Therefore, the Project does not cause greater wildfire risks than other developments throughout the City. Therefore, no impact would occur.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact: The Project does not require the installation or maintenance of associated infrastructure that would exacerbate fire risks or result in temporary or ongoing impacts to the environment. Although the Project may will infrastructure improvements such as the widening of California Street, sidewalk, gutter, and widening of California Street and Redlands Boulevard intersection, these improvements would be concentrated to the immediate surroundings of the Project site and are unlikely to exacerbate fire risk, no impact would occur.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Less that Significant Impact: According to General Plan *Figure 7-3: Flood Hazards*, the Project site is identified within the 100 Year Floodplain (A) meaning there is a 1 percent annual chance of flooding. Additionally, the Project site and the site's surroundings are relatively flat. Therefore, the Project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, a less than significant impact would occur.

	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
XXI. Mandatory Findings of Significance				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California History or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? (Cumulatively considerable means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Discussion of Impacts

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California History or prehistory?

Less than Significant Impact with Mitigation Incorporated: The proposed Project would not substantially impact any scenic vistas, scenic resources, or the visual character of the area, and would not result in excessive light or glare. The Project site is located within an area that contains vacant land, residential uses, and light industrial/warehouse uses. The proposed Project would not significantly impact any sensitive species, plant communities, fish, wildlife, or habitat for any sensitive species with the implementation of Mitigation Measure **BIO-1**. The Project will result in permanent impacts to the Mission Zanja Channel and thus Mitigation Measures **BIO-2** and **BIO-3** shall be implemented to reduce impacts to a level below significance.

As described in Section VI and Section XVIII, adverse impacts to historical resources would be less than significant with incorporation of Mitigation Measure **CUL-1**. Based on the

preceding analysis of potential impacts in the responses to Sections I through XX, no evidence is presented that the proposed Project would degrade the quality of the environment. Impacts related to degradation of biological resources and cultural resources would be less than significant with mitigation incorporated.

b) Does the project have impacts that are individually limited, but cumulatively considerable? (Cumulatively considerable means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than Significant Impact: Cumulative impacts can result from the interactions of environmental changes resulting from one proposed Project with changes resulting from other past, present, and future projects that affect the same resources, utilities and infrastructure systems, public systems, transportation network elements, air basin, watershed, or other physical conditions. Such impacts could be short-term and temporary, usually consisting of overlapping construction impacts, as well as long-term, due to the permanent land use changes and operational characteristics involved with the proposed Project.

Implementation of the Project, in conjunction with other approved or pending projects in the region, would not result in cumulatively considerable impacts. Where appropriate, the environmental checklist questions above include discussion regarding cumulative impacts of the Project when developed in conjunction with related projects. As concluded throughout the analysis, the proposed Project would include both operation- and construction-related project components whose adherence to applicable regulations would ensure that the Project's incremental contribution would be less than cumulatively considerable. Further, the Project would not achieve short-term environmental goals to the disadvantage of long-term goals. Therefore, cumulatively considerable impacts would be considered less than significant.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant Impact: Based on the analysis of the Project's impacts in the responses to items I through XX, there is no indication that this Project could result in substantial adverse effects on human beings. While there would be a variety of temporary adverse effects during construction, these would be less than significant. There are no significant long-term effects related to traffic, noise, hazardous materials, emissions of criteria pollutants and greenhouse gas emissions, increased demand for water use, wastewater disposal, and electricity use, or increased demand on emergency response services. Environmental effects would result in less than significant impacts. Based on the analysis in this Initial Study, direct and indirect impacts to human beings would be less than significant.

CHAPTER FOUR – MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP)

Mitigation measures are included within each section of the initial study checklist and are provided below. Table 22-: Mitigation Monitoring and Reporting Program outlines the potential impacts and mitigation measures of the proposed Project and assigns responsibility for the oversight of each mitigation measure. This Table shall be included in all bid documents and included as a part of the Project development.

Table 22-1: Mitigation Monitoring and Reporting Program

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
Biological Resources				
V. Biological Resources	**BIO-1 Pre-construction Surveys for Barn Swallow, Cliff Swallow, and Pallid Bat** Prior to demolition of the structure, the bridge shall be inspected for the presence of barn swallow, cliff swallow, and pallid bat. If these species have taken up residence on or within the structure, then construction activities must wait until these species are no longer active and have vacated the area. If the Project schedule needs to be expedited and wildlife species are present, it will be necessary to consult with the California Department of Fish and Wildlife (CDFW). CDFW can provide recommendations for exclusionary measures to deter these species from inhabiting the structure.	Applicant and City of Redlands	Prior to issuance of grading permit	Less than Significant
V. Biological Resources	**BIO-2 Jurisdictional Delineation** A jurisdictional delineation of Mission Zanja Channel shall be performed to determine the	Applicant and City of Redlands	Prior to issuance of grading permit	Less than Significant

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	impacts and limits of the improvements within the channel. Further, this information shall be included in a permit application submitted for approval by the USACE.			
V. Biological Resources	**BIO-3 Jurisdictional Regulatory Permitting** The Project shall incorporate the recommendations provided in the Jurisdictional Delineation prepared by Casc Engineering and Consulting, dated August 2023 (Appendix C). The recommendations are presented in Section 4 Recommendations of the report.	Applicant and City of Redlands	Prior to issuance of grading permit	Less than Significant
Cultural Resources				
VI. Cultural Resources	**CUL-1 Inadvertent Finds** If previously unidentified cultural materials are unearthed during construction, work shall be halted in that area until a qualified archaeologist can assess the significance of the find. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify the Most Likely Descendant (MLD).	Applicant and City of Redlands	If previously unidentified cultural materials are unearthed during construction	Less than Significant

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.			
VI. Cultural Resources	**CUL-2 Retention of Archaeologist** Prior to any ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), and prior to the issuance of grading permits, the Applicant shall retain a qualified archaeologist who meets the U.S. Secretary of the Interior Standards (SOI). The archaeologist shall be present during all ground-disturbing activities to identify any known or suspected archaeological and/or cultural resources. This retained qualified archologist, and tribal monitor(s) shall attend a pre-grade meeting with the grading contractors to explain and coordinate the requirements of the cultural resources monitoring plan.	Applicant and City of Redlands	Prior to ground-disturbance	Less than Significant
VI. Cultural Resources	**CUL-3 Cultural Resource Management Plan**	Applicant and City of Redlands	Prior to ground-disturbance	Less than Significant

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	Prior to any ground-disturbing activities the project archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in coordination with the Consulting Tribe(s) and shall include the following: approved Mitigation Measures (MM)/Conditions of Approval (COA), contact information for all pertinent parties, parties' responsibilities, procedures for each MM or COA, and an overview of the project schedule.			
VI. Cultural Resources	**CUL-4 Pre-Grade Meeting** The retained qualified archaeologist shall attend the pre-grader meeting with the grading contractors to explain and coordinate the requirements of the cultural resources monitoring plan.			
VI. Cultural Resources	**CUL-4 On-site Monitoring** During all ground-disturbing activities the qualified archaeologist shall be on-site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of cultural resources. Archaeological monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The	Applicant and City of Redlands	Prior to ground-disturbance	Less than Significant

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	qualified archaeologist shall be responsible for determining the duration and frequency of cultural resource monitoring.			
Geology and Soils				
VIII. Geology and Soils	**GEO-1 Grading and Construction** **Grading and Construction** The Project shall incorporate the recommendations provided in the Subsurface Soils Investigation prepared by LOR Geotechnical Group, dated February 27, 2023 (Appendix D). The recommendations are presented in the following sections of the report: Excavations, Shoring Design Parameters, Culvert Areas, Preparation of Box Culvert and Retaining Wall Areas, Culvert Box and Retaining Wall Design, Engineered Compacted Fill, Preliminary Pavement Design, Corrosion Protection, and Construction Monitoring.	Applicant and City of Redlands	Prior to start of construction	Less than Significant
Tribal Cultural Resources				
XVIII. Tribal Cultural Resources	**TCR-1: Native American Treatment Agreement.** Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Agreement with the Consulting Tribe(s) requesting a written agreement for the project. The Tribal Monitor(s) shall be on-site during all ground-disturbing activities (including but not limited to, clearing, grubbing, tree and bush	Applicant and City of Redlands	Prior to Issuance of a grading permit	Less than Significant

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	removal, grading, trenching, fence post placement and removal, construction excavation, excavation of all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor(s) shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities within 60 feet of the find to allow identification, evaluation, and potential recovery of tribal cultural resources.			
XVIII. Tribal Cultural Resources	**TCR-2: Worker Training.** The archaeologist will conduct a Tribal Cultural Resource Sensitivity Training, in conjunction with the Consulting Tribe(s) Tribal Historic Preservation Officer (THPO), and/or designated Tribal Representative(s). The training session will focus on the potential tribal cultural resources that may be inadvertently discovered or encountered during ground-disturbing activities as well as the procedures to be followed in such an event.	Applicant and City of Redlands	Prior to gound disturbance	Less than Significant
XVIII. Tribal Cultural Resources	**TCR-3: Pre-Grade Meeting.** The Consulting Tribe(s) representative(s) shall attend the pre-grade meeting with the archaeologist and grading contractors to explain and coordinate the requirements of the tribal cultural resources monitoring plan.	Applicant and City of Redlands	Prior to ground disturbance	Less than Significant

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
XVIII. Tribal Cultural Resources	**TCR-4: On-Site Monitoring.** During all ground-disturbing activities the Native American monitor(s) from interested Consulting Tribe(s) shall be on-site full-time or part-time as determined by the Consulting Tribe(s). The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources as defined in California Public Resources Code Section 21074. Native American monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain tribal cultural deposits. The Native American monitor(s) shall be responsible for determining the duration and frequency of tribal monitoring during ground-disturbing activities.	Applicant and City of Redlands	During ground disturbance	Less than Significant
XVIII. Tribal Cultural Resources	**TCR-5: Inadvertent Discovery of Tribal Cultural Resources.** In the event that previously unidentified tribal cultural resources are unearthed during construction, all Consulting Tribe(s) shall be immediately notified in writing, and the qualified archeologist and the Native American Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations within 60 feet	Applicant and City of Redlands	During ground disturbance	Less than Significant

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	of the area of discovery to allow for the evaluation of the potentially significant tribal cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed. If a potentially significant tribal cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the qualified archaeologist and Tribal Monitor(s). The archaeologist shall notify the Lead Agency and Consulting Tribe(s) of said discovery. The qualified archaeologist, in consultation with the Lead Agency, the Consulting Tribe(s), and the Native American monitor(s), shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the qualified archaeologist in consultation with the Consulting Tribe(s) and the Native American monitor(s) and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant tribal cultural resources in order of CEQA preference. A. Full Avoidance			

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	B. If avoidance is not feasible, Preservation in place. If preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction. C. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (CFR 79.1).			
XVIII. Tribal Cultural Resources	**TCR-6: Inadvertent Discovery of Human Remains** A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e. clearing, grubbing, tree and branch removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of discovery. The area shall be protected; project	Applicant and City of Redlands	During ground disturbance	Less than Significant

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	personnel/ observers will be restricted. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to Subdivision (c) of HCS section 7050.5 and Public Resources Code (PRC) section 5097.98. B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) within 24 hours of the determination pursuant to subdivision (c) of HSC section 7050.5. C. The Native American Heritage Commission shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98 D. If the Consulting Tribe(s) has been named the Most Likely Descendant (MLD), the Tribe may wish to rebury			

Section Number	Mitigation Measures	Responsible for Monitoring	Timing	Impact after Mitigation
	the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code§6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's Most Likely Descendant (MLD), the landowner, and the City Planning Department.			
XVIII. Tribal Cultural Resources	**TCR-7: Final Report.** The final report(s) created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe(s) for review and comment. After approval by the Lead Agency, the final reports are to be submitted to the Appropriate Regional Information Center, and the Consulting Tribe(s).	Applicant and City of Redlands	During ground disturbance	Less than Significant

CHAPTER FIVE– REFERENCES AND PREPARERS

5.1 References Cited

2023 California Environmental Quality Act (CEQA) Statute and Guidelines. Association of Environmental Professionals 2023.

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Subsurface Soils Investigation California Street and Redlands Boulevard Widening Project, Redlands, California. LOR Geotechnical Group, Inc. February 27, 2023. (Appendix D)

5.2 List of Preparers

City of Redlands

Assigned Case Planner

Casc Engineering and Consulting, Inc.

Frank Coyle, Director of Planning
Danielle Ornelas, Associate Planner
Katelyn Faulkner, Assistant Planner/Biologist
Ben Hamada, GIS Specialist

APPENDIX A
California Street and Redlands Boulevard Air Quality Assessment and Greenhouse Gas Impact Analysis

APPENDIX B
Biological Site Assessment for Mission Zanja Channel Improvements

APPENDIX C
Jurisdictional Delineation Report California Street/Redlands Boulevard Widening Project

APPENDIX D
Cultural and Paleontological Resources Assessment for California Street and Redlands Boulevard Intersection Improvements

APPENDIX E
Subsurface Soils Investigation California Street and Redlands Boulevard Widening Project

APPENDIX F
Noise Impact Analysis for California Street and Redlands Boulevard Intersection Improvement Project

MEMORANDUM

URBAN | CROSSROADS

DATE: April 22, 2024
TO: Mandi Needle, CASC Planning and Engineering
FROM: Haseeb Qureshi
Ali Dadabhoy
JOB NO: 15092-04 AQ & GHG Assessment

CALIFORNIA STREET & REDLANDS BLVD. AIR QUALITY & GREENHOUSE GAS

Mandi Needle,

Urban Crossroads, Inc. is pleased to provide the following Air Quality (AQ) & Greenhouse Gas (GHG) for the California Street & Redlands Blvd. (**Project**), which is located at the intersection of California Street and Redlands Blvd. in the City of Redland.

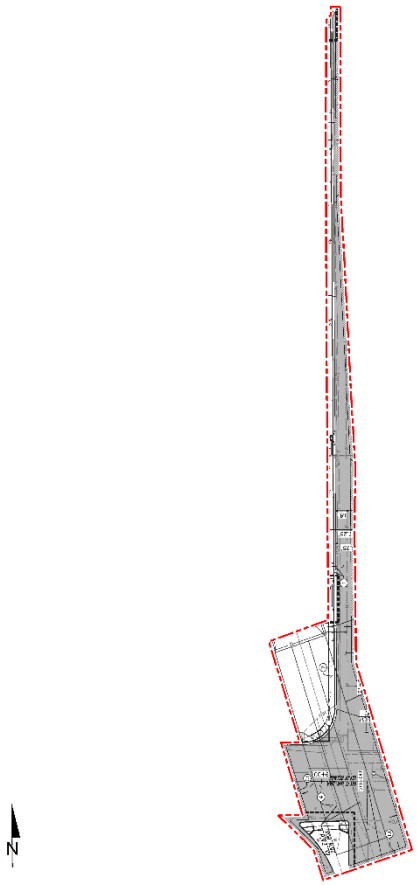
PROJECT OVERVIEW

The Project is proposed to reconstruct the northwest corner of the California Street and Redlands Boulevard intersection and widen the west side of California Street. The Project's site plan is illustrated on Exhibit 1.

SUMMARY OF FINDINGS

Results of the assessment indicate that the Project would result in a less than significant impact with respect to air quality and greenhouse gas and no mitigation is required.

EXHIBIT 1: PROJECT'S SITE PLAN



PROJECT AIR QUALITY IMPACTS

AIR QUALITY SETTING

SOUTH COAST AIR BASIN (SCAB)

The Project site is located in the SCAB within the jurisdiction of South Coast Air Quality Management District (SCAQMD) (3). The SCAQMD was created by the 1977 Lewis-Presley Air Quality Management Act, which merged four county air pollution control bodies into one regional district. Under the Act, the SCAQMD is responsible for bringing air quality in areas under its jurisdiction into conformity with federal and state air quality standards. As previously stated, the Project site is located within the SCAB, a 6,745-square mile subregion of the SCAQMD, which includes portions of Los Angeles, Riverside, and San Bernardino Counties, and all of Orange County.

The SCAB is bounded by the Pacific Ocean to the west and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. The Los Angeles County portion of the Mojave Desert Air Basin is bounded by the San Gabriel Mountains to the south and west, the Los Angeles / Kern County border to the north, and the Los Angeles / San Bernardino County border to the east. The Riverside County portion of the Salton Sea Air Basin is bounded by the San Jacinto Mountains in the west and spans eastward up to the Palo Verde Valley.

Regional Climate

The regional climate has a substantial influence on air quality in the SCAB. In addition, the temperature, wind, humidity, precipitation, and amount of sunshine influence the air quality.

The annual average temperatures throughout the SCAB vary from the low to middle 60s degrees Fahrenheit (°F). Due to a decreased marine influence, the eastern portion of the SCAB shows greater variability in average annual minimum and maximum temperatures. January is the coldest month throughout the SCAB, with average minimum temperatures of 47°F in downtown Los Angeles and 36°F in San Bernardino. All portions of the SCAB have recorded maximum temperatures above 100°F.

Although the climate of the SCAB can be characterized as semi-arid, the air near the land surface is quite moist on most days because of the presence of a marine layer. This shallow layer of sea air is an important modifier of SCAB climate. Humidity restricts visibility in the SCAB, and the conversion of sulfur dioxide (SO_2) to sulfates (SO_4) is heightened in air with high relative humidity. The marine layer provides an environment for that conversion process, especially during the spring and summer months. The annual average relative humidity within the SCAB is 71 percent (%) along the coast and 59% inland. Since the ocean effect is dominant, periods of heavy early morning fog are frequent and low stratus clouds are a characteristic feature. These effects decrease with distance from the coast.

More than 90% of the SCAB's rainfall occurs from November through April. The annual average rainfall varies from approximately nine inches in Riverside to fourteen inches in downtown Los Angeles. Monthly and yearly rainfall totals are extremely variable. Summer rainfall usually consists of widely scattered thunderstorms near the coast and slightly heavier shower activity in the eastern portion of the SCAB with frequency being higher near the coast.

Due to its generally clear weather, about three-quarters of available sunshine is received in the SCAB. The remaining one-quarter is absorbed by clouds. The ultraviolet portion of this abundant radiation is a key factor in photochemical reactions. On the shortest day of the year there are approximately 10 hours of possible sunshine, and on the longest day of the year there are approximately 14½ hours of possible sunshine.

The importance of wind to air pollution is considerable. The direction and speed of the wind determines the horizontal dispersion and transport of the air pollutants. During the late autumn to early spring rainy season, the SCAB is subjected to wind flows associated with the traveling storms moving through the region from the northwest. This period also brings five to ten periods of strong, dry offshore winds, locally termed "Santa Anas" each year. During the dry season, which coincides with the months of maximum photochemical smog concentrations, the wind flow is bimodal, typified by a daytime onshore sea breeze and a nighttime offshore drainage wind. Summer wind flows are created by the pressure differences between the relatively cold ocean

and the unevenly heated and cooled land surfaces that modify the general northwesterly wind circulation over southern California. Nighttime drainage begins with the radiational cooling of the mountain slopes. Heavy, cool air descends the slopes and flows through the mountain passes and canyons as it follows the lowering terrain toward the ocean. Another characteristic wind regime in the SCAB is the "Catalina Eddy," a low level cyclonic (counterclockwise) flow centered over Santa Catalina Island which results in an offshore flow to the southwest. On most spring and summer days, some indication of an eddy is apparent in coastal sections.

In the SCAB, there are two distinct temperature inversion structures that control vertical mixing of air pollution. During the summer, warm high-pressure descending (subsiding) air is undercut by a shallow layer of cool marine air. The boundary between these two layers of air is a persistent marine subsidence/inversion. This boundary prevents vertical mixing which effectively acts as an impervious lid to pollutants over the entire SCAB. The mixing height for the inversion structure is normally situated 1,000 to 1,500 feet above mean sea level.

A second inversion-type forms in conjunction with the drainage of cool air off the surrounding mountains at night followed by the seaward drift of this pool of cool air. The top of this layer forms a sharp boundary with the warmer air aloft and creates nocturnal radiation inversions. These inversions occur primarily in the winter when nights are longer and onshore flow is weakest. They are typically only a few hundred feet above mean sea level. These inversions effectively trap pollutants, such as nitrogen oxides (NO_X) and carbon monoxide (CO) from vehicles, as the pool of cool air drifts seaward. Winter is therefore a period of high levels of primary pollutants along the coastline.

Wind Patterns and Project Location

The distinctive climate of the Project area and the SCAB is determined by its terrain and geographical location. The SCAB is located in a coastal plain with connecting broad valleys and low hills, bounded by the Pacific Ocean in the southwest quadrant with high mountains forming the remainder of the perimeter.

Wind patterns across the south coastal region are characterized by westerly and southwesterly onshore winds during the day and easterly or northeasterly breezes at night. Winds are characteristically light although the speed is somewhat greater during the dry summer months than during the rainy winter season.

Criteria Pollutants

Both the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have established ambient air quality standards for common pollutants. These ambient air quality standards are levels of contaminants representing safe levels that avoid specific adverse health effects associated with each pollutant. The ambient air quality standards cover what are called "criteria" pollutants because the health and other effects of each pollutant are described in criteria documents. The six criteria pollutants are ozone (O_3) (precursor emissions include NO_X and reactive organic gases (ROG), CO, particulate matter (PM), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), and lead. Areas that meet ambient air quality standards are classified as attainment areas, while areas that do not meet these standards are classified as nonattainment areas. The Riverside County portion of the SCAB is designated as a nonattainment area for the federal O_3

and $PM_{2.5}$ standards and is also a nonattainment area for the state standards for O_3, PM_{10}, and $PM_{2.5}$.

Sensitive Receptor Locations

Some people are especially sensitive to air pollution and are given special consideration when evaluating air quality impacts from projects. These groups of people include children, the elderly, and individuals with pre-existing respiratory or cardiovascular illness. Structures that house these persons or places where they gather are defined as "sensitive receptors". These structures typically include uses such as residences, hotels, and hospitals where an individual can remain for 24 hours. Consistent with the LST Methodology, the nearest land use where an individual could remain for 24 hours to the Project site has been used to determine construction and operational air quality impacts for emissions of PM_{10} and $PM_{2.5}$, since PM_{10} and $PM_{2.5}$ thresholds are based on a 24-hour averaging time.

Receptors in the Project study area are described below. All distances are measured from the Project site boundary to the outdoor living areas (e.g., backyards) or at the building façade, whichever is closer to the Project site. Receptors in the Project study area are shown on Exhibit 2 under the Localized Construction Emissions section later in the report.

- Receptor R1 represents the existing residences at 26448 Redlands Blvd, approximately 142 feet west of the Project site.
- Receptor R2 represents the existing residences at 2061 Redlands Blvd, approximately 122 feet southeast of the Project site.
- Receptor R3 represents the Mission Elementary School at 10568 California St, approximately 171 feet south of the Project site.
- Receptor R4 represents the ampm at 2098 W Redlands Blvd, approximately 109 feet east of the Project site.

REGULATORY BACKGROUND

FEDERAL REGULATIONS

The EPA is responsible for setting and enforcing the national ambient air quality standards (NAAQS) for O_3, CO, NO_X, SO_2, PM_{10}, and lead (Pb) (5). The EPA has jurisdiction over emissions sources that are under the authority of the federal government including aircraft, locomotives, and emissions sources outside state waters (Outer Continental Shelf). The EPA also establishes emission standards for vehicles sold in states other than California. Automobiles sold in California must meet the stricter emission requirements of CARB.

The Federal Clean Air Act (CAA) was first enacted in 1955 and has been amended numerous times in subsequent years (1963, 1965, 1967, 1970, 1977, and 1990). The CAA establishes the federal air quality standards, the NAAQS, and specifies future dates for achieving compliance (6). The CAA also mandates that each state submit and implement state implementation plans (SIPs) for local areas not meeting these standards. These plans must include pollution control measures that demonstrate how the standards will be met.

The 1990 amendments to the CAA that identify specific emission reduction goals for areas not meeting the NAAQS require a demonstration of reasonable further progress toward attainment and incorporate additional sanctions for failure to attain or to meet interim milestones. The sections of the CAA most directly applicable to the development of the Project site include Title I (Non-Attainment Provisions) and Title II (Mobile Source Provisions) (7) (8). Title I provisions were established with the goal of attaining the NAAQS for the following criteria pollutants O_3, NO_2, SO_2, PM_{10}, CO, $PM_{2.5}$, and Pb. The NAAQS were amended in July 1997 to include an additional standard for O_3 and to adopt a NAAQS for $PM_{2.5}$.

Mobile source emissions are regulated in accordance with Title II provisions. These provisions require the use of cleaner burning gasoline and other cleaner burning fuels such as methanol and natural gas. Automobile manufacturers are also required to reduce tailpipe emissions of hydrocarbons and NO_X. NO_X is a collective term that includes all forms of NO_X which are emitted as byproducts of the combustion process.

CALIFORNIA REGULATIONS

CARB

The CARB, which became part of the California EPA (CalEPA) in 1991, is responsible for ensuring implementation of the California Clean Air Act (AB 2595), responding to the federal CAA, and for regulating emissions from consumer products and motor vehicles. AB 2595 mandates achievement of the maximum degree of emissions reductions possible from vehicular and other mobile sources in order to attain the state ambient air quality standards by the earliest practical date. The CARB established the California ambient air quality standards (CAAQS) for all pollutants for which the federal government has NAAQS and, in addition, establishes standards for SO_4, visibility, hydrogen sulfide (H_2S), and vinyl chloride (C_2H_3Cl). However, at this time, H_2S and C_2H_3Cl are not measured at any monitoring stations in the SCAB because they are not considered to be a regional air quality problem. Generally, the CAAQS are more stringent than the NAAQS (1) (2).

Local air quality management districts, such as the SCAQMD, regulate air emissions from stationary sources such as commercial and industrial facilities. All air pollution control districts have been formally designated as attainment or non-attainment for each CAAQS.

Serious non-attainment areas are required to prepare Air Quality Management Plans (AQMP) that include specified emission reduction strategies in an effort to meet clean air goals. These plans are required to include:

- Application of Best Available Retrofit Control Technology to existing sources;
- Developing control programs for area sources (e.g., architectural coatings and solvents) and indirect sources (e.g. motor vehicle use generated by residential and commercial development);
- A District permitting system designed to allow no net increase in emissions from any new or modified permitted sources of emissions;
- Implementing reasonably available transportation control measures and assuring a substantial reduction in growth rate of vehicle trips and miles traveled;
- Significant use of low emissions vehicles by fleet operators;

- Sufficient control strategies to achieve a 5% or more annual reduction in emissions or 15% or more in a period of three years for ROGs, NO_X, CO and PM_{10}. However, air basins may use alternative emission reduction strategy that achieves a reduction of less than 5% per year under certain circumstances.

AQMP

Currently, the NAAQS and CAAQS are exceeded in most parts of the SCAB. In response, the SCAQMD has adopted a series of AQMP to meet the state and federal ambient air quality standards (10). AQMPs are updated regularly in order to more effectively reduce emissions, accommodate growth, and to minimize any negative fiscal impacts of air pollution control on the economy.

APPLICABLE REGULATORY REQUIRMENTS

SCAQMD Rules that are currently applicable during construction activity for this Project include but are not limited to Rule 403 (Fugitive Dust) and Rule 1113 (Architectural Coatings) (3) (4). Implementation of these rules are required pursuant to existing law and therefore is considered part of the Project.

SCAQMD Rule 403

This rule is intended to reduce the amount of particulate matter entrained in the ambient air as a result of anthropogenic (human-made) fugitive dust sources by requiring actions to prevent and reduce fugitive dust emissions. Rule 403 applies to any activity or human-made condition capable of generating fugitive dust and requires best available control measures to be applied to earth moving and grading activities. This rule is intended to reduce PM_{10} emissions from any transportation, handling, construction, or storage activity that has the potential to generate fugitive dust. PM_{10} suppression techniques are summarized below.

- Portions of a construction site to remain inactive longer than a period of three months will be seeded and watered until grass cover is grown or otherwise stabilized.
- All onsite roads will be paved as soon as feasible or watered periodically or chemically stabilized.
- All material transported offsite will be either sufficiently watered or securely covered to prevent excessive amounts of dust.
- The area disturbed by clearing, grading, earthmoving, or excavation operations will be minimized at all times.
- Where vehicles leave a construction site and enter adjacent public streets, the streets will be swept daily or washed down at the end of the workday to remove soil tracked onto the paved surface.

METHODOLOGY

In May 2022, the California Air Pollution Control Officers Association (CAPCOA) in conjunction with other California air districts, including SCAQMD, released the latest version of the CalEEMod Version 2022.1. The purpose of this model is to calculate construction-source and operational-source criteria pollutant (VOCs, NO_X, SO_X, CO, PM_{10}, and $PM_{2.5}$) and GHG emissions from direct and indirect sources; and quantify applicable air quality and GHG reductions achieved from

mitigation measures (5). Accordingly, the latest version of CalEEMod has been used for this Project to determine construction and operational air quality and greenhouse gas emissions.

Standards of Significance

The criteria used to determine the significance of potential Project-related air quality impacts are taken from the California Environmental Quality Act Guidelines (CEQA Guidelines) (14 CCR §§15000, et seq.). Based on these thresholds, a project would result in a significant impact related to air quality if it would (6):

- **Threshold 1**: Conflict with or obstruct implementation of the applicable air quality plan.
- **Threshold 2**: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard.
- **Threshold 3**: Expose sensitive receptors to substantial pollutant concentrations.
- **Threshold 4**: Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

AIR QUALITY REGIONAL EMISSIONS THRESHOLDS

The SCAQMD has developed regional significance thresholds for criteria pollutants, as summarized at Table 1 (7). The SCAQMD's CEQA Air Quality Significance Thresholds (April 2019) indicate that any projects in the South Coast Air Basin (SCAB) with daily emissions that exceed any of the indicated thresholds should be considered as having an individually and cumulatively significant air quality impact.

TABLE 1: MAXIMUM DAILY REGIONAL EMISSIONS THRESHOLDS

Pollutant	Construction
NO_X	100 lbs/day
VOC	75 lbs/day
PM_{10}	150 lbs/day
$PM_{2.5}$	55 lbs/day
SO_X	150 lbs/day
CO	550 lbs/day

lbs/day – Pounds Per Day

AIR QUALITY LOCALIZED EMISSIONS THRESHOLDS

For this Project, the appropriate Source Receptor Area (SRA) for the Localized Significant Thresholds (LST) analysis is the SCAQMD East San Bernardino Valley monitoring station (SRA 35). LSTs apply to CO, NO_2, PM_{10}, and $PM_{2.5}$. The SCAQMD produced look-up tables for projects less than or equal to 5 acres in size. The SCAQMD's screening look-up tables are utilized in determining localized impacts. It should be noted that since the look-up tables identify thresholds at only 1 acre, 2 acres, and 5 acres, linear regression has been utilized to determine localized

significance thresholds. Consistent with SCAQMD guidance, the thresholds presented in Table 2 were calculated by interpolating the threshold values for the Project's disturbed acreage.

TABLE 2: MAXIMUM DAILY LOCALIZED EMISSIONS THRESHOLDS

Source	Activity	Emissions (lbs/day)			
		NO_x	CO	PM_{10}	$PM_{2.5}$
Construction	Linear, Grubbing & Land Clearing	102 lbs/day	699 lbs/day	5 lbs/day	4 lbs/day
	Linear, Grading & Excavation	247 lbs/day	2,012 lbs/day	23 lbs/day	9 lbs/day
	Linear, Drainage, Utilities, & Sub-Grade	154 lbs/day	1,134 lbs/day	11 lbs/day	5 lbs/day

[1]Source of localized significance threshold (LSTs) is provided on page 14.

REGIONAL CONSTRUCTION EMISSIONS SUMMARY

Construction activities associated with the Project would result in emissions of VOCs, NO_X, SO_X, CO, PM_{10}, and $PM_{2.5}$. Construction related emissions are expected from the following construction activities:

- Linear, Grubbing & Land Clearing
- Linear, Grading & Excavation
- Linear, Drainage, Utilities, & Sub-Grade
- Linear, Paving

ON-ROAD TRIPS

Construction generates on-road vehicle emissions from vehicle usage for workers and vendors commuting to and from the site. Vendor trips are based on CalEEMod defaults.

GRADING ACTIVITIES

Dust is typically a major concern during grading activities. Because such emissions are not amenable to collection and discharge through a controlled source, they are called "fugitive emissions". Fugitive dust emissions rates vary as a function of many parameters (soil silt, soil moisture, wind speed, area disturbed, number of vehicles, depth of disturbance or excavation, etc.). CalEEMod was utilized to calculate fugitive dust emissions resulting from this phase of activity. The Project would require 1,031 cubic yards of soil export. The CalEEMod default trip length of 20-miles will be used to analyze the emissions associated with import activities.

CONSTRUCTION DURATION

Per Project applicant provided data, construction of Project is expected to commence in September 2024 and would last through May 2025. The construction schedule utilized in the analysis, shown in Table 3, "worst-case" analysis scenario should construction occur any time after the respective dates since emission factors for construction decrease as time passes and the analysis year increases due to emission regulations becoming more stringent[1]. The duration of construction activity and associated equipment represents a reasonable approximation of the expected construction fleet as required per CEQA Guidelines (8).

TABLE 3: CONSTRUCTION DURATION

Phase Name	Start Date	End Date	Days
Linear, Grubbing & Land Clearing	9/2/2024	9/26/2024	19
Linear, Grading & Excavation	9/27/2024	1/27/2025	87
Linear, Drainage, Utilities, & Sub-Grade	1/28/2025	4/16/2025	57
Linear, Paving	4/17/2025	5/28/2025	30

CONSTRUCTION EQUIPMENT

Consistent with industry standards and typical construction practices, each piece of equipment listed in Table 4 will operate up to a total of eight (8) hours per day, or more than two-thirds of the period during which construction activities are allowed pursuant to the code.

TABLE 4: CONSTRUCTION EQUIPMENT

Activity	Equipment	Amount	Hours Per Day
Linear, Grubbing & Land Clearing	Crawler Tractors	1	8
	Excavators	2	8
	Signal Boards	1	8
Linear, Grading & Excavation	Crawler Tractors	1	8
	Excavators	3	8
	Graders	2	8
	Rollers	2	8
	Rubber Tired Loaders	1	8
	Scrapers	2	8
	Signal Boards	1	8
	Crawler Tractors	1	8

[1] As shown in the CalEEMod User's Guide Version 2022.1, Section 4.3 "Off-Road Equipment" as the analysis year increases, emission factors for the same equipment pieces decrease due to the natural turnover of older equipment being replaced by newer less polluting equipment and new regulatory requirements.

Activity	Equipment	Amount	Hours Per Day
Linear, Drainage, Utilities, & Sub-Grade	Air Compressors	1	8
	Generator Sets	1	8
	Graders	1	8
	Plate Compactors	1	8
	Pumps	1	8
	Rough Terrain Forklifts	1	8
	Scrapers	1	8
	Signal Boards	1	8
	Tractors/Loaders/Backhoes	3	8
Linear, Paving	Pavers	1	8
	Paving Equipment	1	8
	Rollers	2	8
	Signal Boards	1	8
	Tractors/Loaders/Backhoes	3	8

REGIONAL CONSTRUCTION EMISSIONS SUMMARY

The estimated maximum daily construction emissions without mitigation are summarized on Table 5. Detailed construction model outputs are presented in Attachment A. Under the assumed scenarios, emissions resulting from the Project construction will not exceed thresholds established by the SCAQMD for emissions of any criteria pollutant and no mitigation is required.

TABLE 5 OVERALL REGIONAL CONSTRUCTION EMISSIONS SUMMARY

Source	Emissions (lbs/day)					
	VOC	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Summer						
2024	4.26	37.40	41.39	0.07	3.24	1.82
2025	2.01	17.31	22.04	0.04	1.46	0.77
Winter						
2025	4.25	37.44	40.56	0.07	3.24	1.82
2024	3.87	32.91	39.31	0.07	2.99	1.58
Maximum Daily Emissions	**4.26**	**37.44**	**41.39**	**0.07**	**3.24**	**1.82**
SCAQMD Regional Threshold	75	100	550	150	150	55
Threshold Exceeded?	NO	NO	NO	NO	NO	NO

[1]PM_{10} and $PM_{2.5}$ source emissions reflect 3x daily watering per SCAQMD Rule 403 for fugitive dust.

REGIONAL OPERATIONAL EMISSIONS

Operational activities associated with Projects would result in emissions of CO, VOCs, NO_X, SO_X, PM_{10}, and $PM_{2.5}$. Operational related emissions are from the following primary sources: area source emissions, energy source emissions, and mobile source emissions.

The proposed Project is to reconstruct the northwest corner of the California Street and Redlands Boulevard intersection and widen the west side of California Street. Because the Project does not generate any mobile trips and is intended to improve the LOS conditions of the Project Road segment, there are no quantifiable operational emissions associated with the proposed Project and no further analysis is required.

SENSITIVE RECEPTORS

The analysis uses the methodology included in the SCAQMD *Final Localized Significance Threshold Methodology* (LST Methodology) (9). The SCAQMD has established that impacts to air quality are significant if there is a potential to contribute or cause localized exceedances of the federal and/or state ambient air quality standards (NAAQS/CAAQS). Collectively, these are referred to as Localized Significance Thresholds (LSTs). The SCAQMD established LSTs in response to the SCAQMD Governing Board's Environmental Justice Initiative I-42. LSTs represent the maximum emissions from a project that will not cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard at the sensitive receptor. The SCAQMD states that lead agencies can use the LSTs as another indicator of significance in its air quality impact analyses.

The SCAQMD recommends that the nearest sensitive receptor be considered when determining the Project's potential to cause an individual or cumulatively significant impact. The nearest land use where an individual could remain for 24 hours to the Project site has been used to determine localized construction impacts for emissions of PM_{10} and $PM_{2.5}$ (since PM_{10} and $PM_{2.5}$ thresholds are based on a 24-hour averaging time). The nearest receptor used for evaluation of localized impacts of PM_{10} and $PM_{2.5}$ is location R1 represented by the existing residence at 2061 Redlands Blvd, approximately 122 feet (37 meters) east of the Project site.

As previously stated, and consistent with LST Methodology, the nearest industrial/commercial use to the Project site is used to determine construction air impacts for emissions of NO_X and CO as the averaging periods for these pollutants are shorter (8 hours or less) and it is reasonable to assume that an individual could be present at these sites for periods of one to 8 hours. The nearest receptor used for evaluation of localized impacts of NO_X and CO is location R4 represented by the existing ampm at 2098 W Redlands Blvd, approximately 109 feet (33 meters) east of the Project site. Receptors in the Project study area shown on Exhibit 2.

2 The purpose of SCAQMD's Environmental Justice program is to ensure that everyone has the right to equal protection from air pollution and fair access to the decision-making process that works to improve the quality of air within their communities. Further, the SCAQMD defines Environmental Justice as "...equitable environmental policymaking and enforcement to protect the health of all residents, regardless of age, culture, ethnicity, gender, race, socioeconomic status, or geographic location, from the health effects of air pollution."

EXHIBIT 2: SENSITIVE RECEPTOR LOCATIONS

LOCALIZED CONSTRUCTION EMISSIONS

Table 6 identifies the localized impacts at the nearest receptor location in the vicinity of the Project. Outputs from the model runs for construction LSTs are provided in Attachment A. For analytical purposes, emissions associated with peak site preparation and grading activities are considered for purposes of LSTs since these phases represents the maximum localized emissions that would occur. Any other construction phases of development that overlap would result in lesser emissions and consequently lesser impacts than what is disclosed herein. As shown in Table 6, emissions resulting from the construction will not exceed the numerical thresholds of significance established by the SCAQMD for any criteria pollutant. Thus, a less than significant impact would occur for localized Project-related construction-source emissions and no mitigation is required.

TABLE 6: PROJECT LOCALIZED CONSTRUCTION IMPACTS

On-Site Emissions	Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Linear, Grubbing & Land Clearing				
Maximum Daily Emissions	4.53	4.54	0.41	0.27
SCAQMD Localized Threshold	102	699	5	4
Threshold Exceeded?	NO	NO	NO	NO
Linear, Grading & Excavation				
Maximum Daily Emissions	37.04	37.91	2.68	1.68
SCAQMD Localized Threshold	247	2,012	23	9
Threshold Exceeded?	NO	NO	NO	NO
Linear, Drainage, Utilities, & Sub-Grade				
Maximum Daily Emissions	17.19	19.90	1.11	0.68
SCAQMD Localized Threshold	154	1,134	11	5
Threshold Exceeded?	NO	NO	NO	NO

LOCALIZED OPERATIONAL EMISSIONS

The Project proposes to reconstruct the northwest corner of the California Street and Redlands Boulevard intersection and widen the west side of California Street. According to SCAQMD LST methodology, LSTs would apply to the operational phase of a proposed project, if the project includes stationary sources, or attracts mobile sources that may spend long periods queuing and idling at the site (e.g., transfer facilities and warehouse buildings). The proposed project does not include such uses, and thus, due to the lack of significant stationary source emissions, no LST analysis is needed for operations.

AIR QUALITY IMPACTS – CONSISTENCY WITH THRESHOLD NO. 1

Would the Project conflict with or obstruct implementation of the applicable air quality plan?

The Project site is located within the SCAB, which is characterized by relatively poor air quality. The SCAQMD has jurisdiction over an approximately 10,743 square-mile area consisting of the four-county Basin and the Los Angeles County and Riverside County portions of what use to be referred to as the Southeast Desert Air Basin. In these areas, the SCAQMD is principally responsible for air pollution control, and works directly with the Southern California Association of Governments (SCAG), county transportation commissions, local governments, as well as state and federal agencies to reduce emissions from stationary, mobile, and indirect sources to meet state and federal ambient air quality standards.

Currently, these state and federal air quality standards are exceeded in most parts of the SCAB. In response, the SCAQMD has adopted a series of AQMPs to meet the state and federal ambient air quality standards. AQMPs are updated regularly in order to more effectively reduce emissions, accommodate growth, and to minimize any negative fiscal impacts of air pollution control on the economy.

In December 2022, the SCAQMD released the *Final 2022 AQMP* (*2022 AQMP*). The *2022 AQMP* continues to evaluate current integrated strategies and control measures to meet the CAAQS, as well as explore new and innovative methods to reach its goals. Some of these approaches include utilizing incentive programs, recognizing existing co-benefit programs from other sectors, and developing a strategy with fair-share reductions at the federal, state, and local levels (10). Similar to the 2016 AQMP, the *2022 AQMP* incorporates scientific and technological information and planning assumptions, including the *2020-2045 RTP/SCS*, a planning document that supports the integration of land use and transportation to help the region meet the federal CAA requirements (11). The Project's consistency with the AQMP will be determined using the *2022 AQMP* as discussed below.

Criteria for determining consistency with the AQMP are defined in Chapter 12, Section 12.2 and Section 12.3 of the 1993 CEQA Handbook (12). These indicators are discussed below.

The proposed Project will not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.

The violations under this criterion refer to the CAAQS and NAAQS. CAAQS and NAAQS violations would occur if regional or localized significance thresholds were exceeded.

CAAQS and NAAQS violations would occur if regional or localized significance thresholds were exceeded. As evaluated, the Project's regional and localized construction and operational-source emissions would not exceed applicable regional significance thresholds. As such, a less than significant impact is expected.

On the basis of the preceding discussion, the Project is determined to be consistent with the first criterion.

The Project will not exceed the assumptions in the AQMP based on the years of Project build-out phase.

The 2022 AQMP demonstrates that the applicable ambient air quality standards can be achieved within the timeframes required under federal law. Growth projections from local general plans adopted by cities in the district are provided to the SCAG, which develops regional growth forecasts, which are then used to develop future air quality forecasts for the AQMP. Development consistent with the growth projections in City of Redland General Plan is considered to be consistent with the AQMP.

Peak day emissions generated by construction activities are largely independent of land use assignments, but rather are a function of development scope and maximum area of disturbance. Irrespective of the site's land use designation, development of the site to its maximum potential would likely occur, with disturbance of the entire site occurring during construction activities. As such, when considering that no emissions thresholds will be exceeded, a less than significant impact would result.

The Project will not exceed the assumptions in the AQMP based on the years of Project build-out phase. Further, the Project will provide congestion relief and less delays in traffic flow due to implementation of the street widening.

On the basis of the preceding discussion, the Project is determined to be consistent with the second criterion.

AIR QUALITY IMPACTS – CONSISTENCY WITH THRESHOLD NO. 2

Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard?

The CAAQS designate the Project site as nonattainment for O_3, PM_{10}, and $PM_{2.5}$ while the NAAQS designates the Project site as nonattainment for O_3 and $PM_{2.5}$.

The SCAQMD has published a report on how to address cumulative impacts from air pollution: White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution (13). In this report the SCAQMD clearly states (Page D-3):

> *"…the SCAQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or EIR. The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for TAC emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility-wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts.*
>
> *Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant."*

Therefore, this analysis assumes that individual projects that do not generate operational or construction emissions that exceed the SCAQMD's recommended daily thresholds for project-specific impacts would also not cause a cumulatively considerable increase in emissions for those pollutants for which SCAB is in nonattainment, and, therefore, would not be considered to have a significant, adverse air quality impact. Alternatively, individual project-related construction and operational emissions that exceed SCAQMD thresholds for project-specific impacts would be considered cumulatively considerable.

Construction Impacts

The Project-specific evaluation of emissions presented in the preceding analysis demonstrates that proposed Project construction-source air pollutant emissions would not result in exceedances of regional thresholds. Therefore, the proposed Project construction-source emissions would be considered less than significant on a project-specific and cumulative basis.

AIR QUALITY IMPACTS – CONSISTENCY WITH THRESHOLD NO. 3

Would the expose sensitive receptors to substantial pollutant concentrations?

The potential impact of Project-generated air pollutant emissions at sensitive receptors has also been considered. Results of the LST analysis indicate that the Project will not exceed the SCAQMD localized significance thresholds during construction. Therefore, sensitive receptors would not be exposed to substantial pollutant concentrations during Project construction.

CO "HOT SPOT" ANALYSIS

As discussed below, the Project would not result in potentially adverse CO concentrations or "hot spots." Further, detailed modeling of Project-specific CO "hot spots" is not needed to reach this conclusion. An adverse CO concentration, known as a "hot spot", would occur if an exceedance of the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9 ppm were to occur.

It has long been recognized that CO hotspots are caused by vehicular emissions, primarily when idling at congested intersections. In response, vehicle emissions standards have become increasingly stringent in the last twenty years. Currently, the allowable CO emissions standard in California is a maximum of 3.4 grams/mile for passenger cars (there are requirements for certain vehicles that are more stringent). With the turnover of older vehicles, introduction of cleaner fuels, and implementation of increasingly sophisticated and efficient emissions control technologies, CO concentration in the SCAB is now designated as attainment. To establish a more accurate record of baseline CO concentrations affecting the SCAB, a CO "hot spot" analysis was conducted in 2003 for four busy intersections in Los Angeles at the peak morning and afternoon time periods[3]. This "hot spot" analysis did not predict any exceedance of the 1-hour (20.0 ppm) or 8-hour (9.0 ppm) CO standards, as shown on Table 7.

[3] The CO "hot spot" analysis conducted in 2003 is the most current study used for CO "hot spot" analysis in the SCAB.

TABLE 7: CO MODEL RESULTS

Intersection Location	CO Concentrations (ppm)		
	Morning 1-hour	Afternoon 1-hour	8-hour
Wilshire Boulevard/Veteran Avenue	4.6	3.5	3.7
Sunset Boulevard/Highland Avenue	4	4.5	3.5
La Cienega Boulevard/Century Boulevard	3.7	3.1	5.2
Long Beach Boulevard/Imperial Highway	3	3.1	8.4

Notes: Federal 1-hour standard is 35 ppm and the deferral 8-hour standard is 9.0 ppm.

Based on the SCAQMD's 2003 AQMP and the 1992 Federal Attainment Plan for Carbon Monoxide (1992 CO Plan), peak carbon monoxide concentrations in the SCAB were a result of unusual meteorological and topographical conditions and not a result of traffic volumes and congestion at a particular intersection. As evidence of this, for example, 8.4 ppm 8-hr CO concentration measured at the Long Beach Blvd. and Imperial Hwy. intersection (highest CO generating intersection within the "hot spot" analysis), only 0.7 ppm was attributable to the traffic volumes and congestion at this intersection; the remaining 7.7 ppm were due to the ambient air measurements at the time the 2003 AQMP was prepared (14). In contrast, an adverse CO concentration, known as a "hot spot", would occur if an exceedance of the state one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9 ppm were to occur.

Similar considerations are also employed by other Air Districts when evaluating potential CO concentration impacts. More specifically, the Bay Area Air Quality Management District (BAAQMD) concludes that under existing and future vehicle emission rates, a given project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour (vph)—or 24,000 vph where vertical and/or horizontal air does not mix—in order to generate a significant CO impact (15). Traffic volumes generating the CO concentrations for the "hot spot" analysis is shown on Table 8. The busiest intersection evaluated was that at Wilshire Boulevard and Veteran Avenue, which has a daily traffic volume of approximately 100,000 vph and AM/PM traffic volumes of 8,062 vph and 7,719 vph respectively (16). The 2003 AQMP estimated that the 1-hour concentration for this intersection was 4.6 ppm; this indicates that, should the hourly traffic volume increase four times to 32,248 vehicles per hour, CO concentrations (4.6 ppm x 4 = 18.4 ppm) would still not likely exceed the most stringent 1-hour CO standard (20.0 ppm). Since the Project would not generate new ADT, the Project would not cause a CO hotspot.

TABLE 8: CO MODEL RESULTS

Intersection Location	Peak Traffic Volumes (vph)				
	Eastbound (AM/PM)	Westbound (AM/PM)	Southbound (AM/PM)	Northbound (AM/PM)	Total (AM/PM)
Wilshire Boulevard/Veteran Avenue	4,954/2,069	1,830/3,317	721/1,400	560/933	8,062/7,719
Sunset Boulevard/Highland Avenue	1,417/1,764	1,342/1,540	2,304/1,832	1,551/2,238	6,614/5,374
La Cienega Boulevard/Century Boulevard	2,540/2,243	1,890/2,728	1,384/2,029	821/1,674	6,634/8,674
Long Beach Boulevard/Imperial Highway	1,217/2,020	1,760/1,400	479/944	756/1,150	4,212/5,514

AIR QUALITY IMPACTS – CONSISTENCY WITH THRESHOLD NO. 4

Would the Project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

The potential for the Project to generate objectionable odors has also been considered. Land uses generally associated with odor complaints include:

- Agricultural uses (livestock and farming)
- Wastewater treatment plants
- Food processing plants
- Chemical plants
- Composting operations
- Refineries
- Landfills
- Dairies
- Fiberglass molding facilities

The Project does not contain land uses typically associated with emitting objectionable odors. Potential odor sources associated with the proposed Project may result from construction equipment exhaust and the application of asphalt and architectural coatings during construction activities and the temporary storage of typical solid waste (refuse) associated with the proposed Project's (long-term operational) uses. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and is thus considered less than significant. It is expected that Project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the solid waste regulations. The proposed Project would also be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances. Therefore, odors associated with the proposed Project construction and operations would be less than significant and no mitigation is required (17).

PROJECT GREENHOUSE GAS ANALYSIS

CLIMATE CHANGE SETTING

Global climate change (GCC) is the change in average meteorological conditions on the earth with respect to temperature, precipitation, and storms. The majority of scientists believe that the climate shift taking place since the Industrial Revolution is occurring at a quicker rate and magnitude than in the past. Scientific evidence suggests that GCC is the result of increased concentrations of GHGs in the earth's atmosphere, including carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), and fluorinated gases. The majority of scientists believe that this increased rate of climate change is the result of GHGs resulting from human activity and industrialization over the past 200 years.

An individual project like the proposed Project evaluated in this memo cannot generate enough GHG emissions to affect a discernible change in global climate. However, the proposed Project may participate in the potential for GCC by its incremental contribution of GHGs combined with the cumulative increase of all other sources of GHGs, which when taken together constitute potential influences on GCC. Because these changes may have serious environmental consequences, this memo will evaluate the potential for the proposed Project to have a significant effect upon the environment as a result of its potential contribution to the greenhouse effect.

GCC refers to the change in average meteorological conditions on the earth with respect to temperature, wind patterns, precipitation and storms. Global temperatures are regulated by naturally occurring atmospheric gases such as water vapor, CO_2, N_2O, CH_4, hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6). These particular gases are important due to their residence time (duration they stay) in the atmosphere, which ranges from 10 years to more than 100 years. These gases allow solar radiation into the earth's atmosphere, but prevent radioactive heat from escaping, thus warming the earth's atmosphere. GCC can occur naturally as it has in the past with the previous ice ages.

Gases that trap heat in the atmosphere are often referred to as GHGs. GHGs are released into the atmosphere by both natural and anthropogenic activity. Without the natural GHG effect, the earth's average temperature would be approximately 61 degrees Fahrenheit (°F) cooler than it is currently. The cumulative accumulation of these gases in the earth's atmosphere is considered to be the cause for the observed increase in the earth's temperature.

For the purposes of this analysis, emissions of CO_2, CH_4, and N_2O were evaluated because these gases are the primary contributors to GCC from development projects. Although there are other substances such as fluorinated gases that also contribute to GCC, these fluorinated gases were not evaluated as their sources are not well-defined and do not contain accepted emissions factors or methodology to accurately calculate these gases.

REGULATORY SETTING

Executive Order S-3-05

Former California Governor Arnold Schwarzenegger announced on June 1, 2005, through Executive Order S-3-05, the following reduction targets for GHG emissions:

- By 2010, reduce GHG emissions to 2000 levels.

- By 2020, reduce GHG emissions to 1990 levels.
- By 2050, reduce GHG emissions to 80% below 1990 levels.

The 2050 reduction goal represents what some scientists believe is necessary to reach levels that will stabilize the climate. The 2020 goal was established to be a mid-term target. Because this is an executive order, the goals are not legally enforceable for local governments or the private sector.

Assembly Bill (AB) 32

The California State Legislature enacted AB 32, which requires that GHGs emitted in California be reduced to 1990 levels by the year 2020. "GHGs" as defined under AB 32 include CO_2, CH_4, N_2O, hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6). Since AB 32 was enacted, a seventh chemical, nitrogen trifluoride, has also been added to the list of GHGs. CARB is the state agency charged with monitoring and regulating sources of GHGs. Pursuant to AB 32, CARB adopted regulations to achieve the maximum technologically feasible and cost-effective GHG emission reductions. AB 32 states the following:

"Global warming poses a serious threat to the economic well-being, public health, natural resources, and the environment of California. The potential adverse impacts of global warming include the exacerbation of air quality problems, a reduction in the quality and supply of water to the state from the Sierra snowpack, a rise in sea levels resulting in the displacement of thousands of coastal businesses and residences, damage to marine ecosystems and the natural environment, and an increase in the incidences of infectious diseases, asthma, and other human health-related problems."

CARB approved the 1990 GHG emissions level of 427 million metric ton of CO_2 equivalent per year ($MMTCO_2e$) on December 6, 2007 (18). Therefore, emissions generated in California in 2020 are required to be equal to or less than 427 $MMTCO_2e$. Emissions in 2020 in a "business as usual" (BAU) scenario were estimated to be 596 $MMTCO_2e$, which do not account for reductions from AB 32 regulations (19). At that level, a 28.4% reduction was required to achieve the 427 MMTCO2e 1990 inventory. In October 2010, CARB prepared an updated BAU 2020 forecast to account for the recession and slower forecasted growth. The forecasted inventory without the benefits of adopted regulation is now estimated at 545 $MMTCO_2e$. Therefore, under the updated forecast, a 21.7% reduction from BAU is required to achieve 1990 levels (20).

Progress in Achieving AB 32 Targets and Remaining Reductions Required

The State has made steady progress in implementing AB 32 and achieving targets included in Executive Order S-3-05. The progress is shown in updated emission inventories prepared by CARB for 2000 through 2012 (21). The State has achieved the Executive Order S-3-05 target for 2010 of reducing GHG emissions to 2000 levels. As shown below, the 2010 emission inventory achieved this target.

- 1990: 427 $MMTCO_2e$ (AB 32 2020 target)
- 2000: 463 $MMTCO_2e$ (an average 8% reduction needed to achieve 1990 base)
- 2010: 450 $MMTCO_2e$ (an average 5% reduction needed to achieve 1990 base)

CARB has also made substantial progress in achieving its goal of achieving 1990 emissions levels by 2020. As described earlier in this section, CARB revised the 2020 BAU inventory forecast to account for new lower growth projections, which resulted in a new lower reduction from BAU to achieve the 1990 base. The previous reduction from 2020 BAU needed to achieve 1990 levels was 28.4% and the latest reduction from 2020 BAU is 21.7%.

- 2020: 545 $MMTCO_2e$ BAU (an average 21.7% reduction from BAU needed to achieve 1990 base)

Senate Bill (SB) 32

On September 8, 2016, Governor Jerry Brown signed the SB 32 and its companion bill, AB 197. SB 32 requires the state to reduce statewide GHG emissions to 40% below 1990 levels by 2030, a reduction target that was first introduced in Executive Order B-30-15. The new legislation builds upon the AB 32 goal of 1990 levels by 2020 and provides an intermediate goal to achieving S-3-05, which sets a statewide GHG reduction target of 80% below 1990 levels by 2050. AB 197 creates a legislative committee to oversee regulators to ensure that CARB not only responds to the Governor, but also the Legislature (22).

AB 197

A condition of approval for SB 32 was the passage of AB 197. AB 197 requires that CARB consider the social costs of GHG emissions and prioritize direct reductions in GHG emissions at mobile sources and large stationary sources. AB 197 also gives the California legislature more oversight over CARB through the addition of two legislatively appointed members to the CARB Board and the establishment a legislative committee to make recommendations about CARB programs to the legislature.

Executive Order B-55-18 and SB 100

Executive Order B-55-18 and SB 100. SB 100 and Executive Order B-55-18 were signed by Governor Brown on September 10, 2018. Under the existing RPS, 25% of retail sales are required to be from renewable sources by December 31, 2016, 33% by December 31, 2020, 40% by December 31, 2024, 45% by December 31, 2027, and 50% by December 31, 2030. SB 100 raises California's RPS requirement to 50% renewable resources target by December 31, 2026, and to achieve a 60% target by December 31, 2030. SB 100 also requires that retail sellers and local publicly owned electric utilities procure a minimum quantity of electricity products from eligible renewable energy resources so that the total kilowatt hours of those products sold to their retail end-use customers achieve 44% of retail sales by December 31, 2024, 52% by December 31, 2027, and 60% by December 31, 2030. In addition to targets under AB 32 and SB 32, Executive Order B-55-18 establishes a carbon neutrality goal for the state of California by 2045; and sets a goal to maintain net negative emissions thereafter. The Executive Order directs the California Natural Resources Agency (CNRA), California Environmental Protection Agency (CalEPA), the Department of Food and Agriculture (CDFA), and CARB to include sequestration targets in the Natural and Working Lands Climate Change Implementation Plan consistent with the carbon neutrality goal.

Title 24 California Code of Regulations (CCR)

California Code of Regulations (CCR) Title 24 Part 6: The California Energy Code was first adopted in 1978 in response to a legislative mandate to reduce California's energy consumption.

The standards are updated periodically to allow consideration and possible incorporation of new energy efficient technologies and methods. CCR, Title 24, Part 11: California Green Building Standards Code (CALGreen) is a comprehensive and uniform regulatory code for all residential, commercial, and school buildings that went in effect on August 1, 2009, and is administered by the California Building Standards Commission.

CALGreen is updated on a regular basis, with the most recent approved update consisting of the 2022 California Green Building Code Standards that will be effective on January 1, 2023[4].

SCAQMD

SCAQMD is the agency responsible for air quality planning and regulation in the SCAB. The SCAQMD addresses the impacts to climate change of projects subject to SCAQMD permit as a lead agency if they are the only agency having discretionary approval for the project and acts as a responsible agency when a land use agency must also approve discretionary permits for the project. The SCAQMD acts as an expert commenting agency for impacts to air quality. This expertise carries over to GHG emissions, so the agency helps local land use agencies through the development of models and emission thresholds that can be used to address GHG emissions.

In 2008, SCAQMD formed a Working Group to identify GHG emissions thresholds for land use projects that could be used by local lead agencies in the SCAB. The Working Group developed several different options that are contained in the SCAQMD Draft Guidance Document – Interim CEQA GHG Significance Threshold, that could be applied by lead agencies. The working group has not provided additional guidance since release of the interim guidance in 2008. The SCAQMD Board has not approved the thresholds; however, the Guidance Document provides substantial evidence supporting the approaches to significance of GHG emissions that can be considered by the lead agency in adopting its own threshold. The current interim thresholds consist of the following tiered approach:

- Tier 1 consists of evaluating whether or not the project qualifies for any applicable exemption under CEQA.
- Tier 2 consists of determining whether the project is consistent with a GHG reduction plan. If a project is consistent with a qualifying local GHG reduction plan, it does not have significant GHG emissions.
- Tier 3 consists of screening values, which the lead agency can choose, but must be consistent with all projects within its jurisdiction. A project's construction emissions are averaged over 30 years and are added to the project's operational emissions. If a project's emissions are below one of the following screening thresholds, then the project is less than significant:
    - Residential and commercial land use: 3,000 metric ton of CO_2 equivalent ($MTCO_2e/yr$)
    - Industrial land use: 10,000 $MTCO_2e/yr$

[4] The 2022 California Green Building Standard Code will be published July 1, 2022.

  - Based on land use type: residential: 3,500 $MTCO_2e$/yr; commercial: 1,400 $MTCO_2e$/yr; or mixed use: 3,000 $MTCO_2e$/yr

- Tier 4 has the following options:
  - Option 1: Reduce Business-as-Usual (BAU) emissions by a certain percentage; this percentage is currently undefined.
  - Option 2: Early implementation of applicable AB 32 Scoping Plan measures
  - Option 3: 2020 target for service populations (SP), which includes residents and employees: 4.8 $MTCO_2e$ per SP per year for projects and 6.6 $MTCO_2e$ per SP per year for plans;
  - Option 3, 2035 target: 3.0 $MTCO_2e$ per SP per year for projects and 4.1 $MTCO_2e$ per SP per year for plans
- Tier 5 involves mitigation offsets to achieve target significance threshold.

The SCAQMD's interim thresholds used the Executive Order S-3-05-year 2050 goal as the basis for the Tier 3 screening level. Achieving the Executive Order's objective would contribute to worldwide efforts to cap CO_2 concentrations at 450 ppm, thus stabilizing global climate.

SCAQMD only has authority over GHG emissions from development projects that include air quality permits. At this time, it is unknown if the project would include stationary sources of emissions subject to SCAQMD permits. Notwithstanding, if the Project requires a stationary permit, it would be subject to the applicable SCAQMD regulations.

SCAQMD Regulation XXVII, adopted in 2009 includes the following rules:

- Rule 2700 defines terms and post global warming potentials.
- Rule 2701, Southern California (SoCal) Climate Solutions Exchange, establishes a voluntary program to encourage, quantify, and certify voluntary, high quality certified GHG emission reductions in the SCAQMD.
- Rule 2702, GHG Reduction Program created a program to produce GHG emission reductions within the SCAQMD. The SCAQMD will fund projects through contracts in response to requests for proposals or purchase reductions from other parties.

SCAQMD is the agency responsible for air quality planning and regulation in the SCAB. The SCAQMD addresses the impacts to climate change of projects subject to SCAQMD permit as a lead agency if they are the only agency having discretionary approval for the project and acts as a responsible agency when a land use agency must also approve discretionary permits for the project. The SCAQMD acts as an expert commenting agency for impacts to air quality. This expertise carries over to GHG emissions, so the agency helps local land use agencies through the development of models and emission thresholds that can be used to address GHG emissions.

County of Redlands Climate Action Plan

The City of Redland CAP was designed to reinforce the City of Redland commitment to reducing greenhouse gas (GHG) emissions and demonstrate compliance with the State of California's GHG emission reduction standards (23). The CAP includes goals and policies to promote energy efficiency, waste reduction, and resource conservation and recycling. The CAP's GHG emission

targets and goals were based on meeting the goals in EO B-30-15 and SB 32 and following the guidance established in the 2017 Scoping Plan. The CAP used the 2017 Scoping Plan recommended Plan Level emissions target of 6.0 $MTCO_2e$ per capita per year for 2030. Based on the CAP analysis, the City of Redland will achieve the 2030 target based on State actions and existing development standards and would not require any specific measures to reduce GHG emissions. Regardless, the CAP does recommend some actions including encourage the development of solar photovoltaic systems on residential and non-residential development, increase energy efficiency 5% over 2016 standards, increase the use of high efficiency lighting, and reduce the intensity of GHG emissions associated with water delivery and treatment.

GHG IMPACTS

Standards of Significance

According to the CEQA Guidelines Appendix G thresholds, to determine whether impacts from GHG emissions are significant. Would the project:

- **Threshold 1**: Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?
- **Threshold 2**: Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs?

The evaluation of an impact under CEQA requires measuring data from a project against both existing conditions and a "threshold of significance." For establishing significance thresholds, the Office of Planning and Research's amendments to the CEQA Guidelines Section 15064.7(c) state "[w]hen adopting thresholds of significance, a lead agency may consider thresholds of significance previously adopted or recommended by other public agencies, or recommended by experts, provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence."

CEQA Guidelines Section 15064.4(a) further states, ". . . A lead agency shall have discretion to determine, in the context of a particular project, whether to: (1) Use a model or methodology to quantify greenhouse gas emissions resulting from a project, and which model or methodology to use . . .; or (2) Rely on a qualitative analysis or performance-based standards."

CEQA Guidelines Section 15064.4 provides that a lead agency should consider the following factors, among others, in assessing the significance of impacts from greenhouse gas emissions:

- **Consideration #1:** The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting.
- **Consideration #2:** Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project.
- **Consideration #3:** The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions. Such regulations or requirements must be adopted by the relevant public agency through a public review process and must reduce or mitigate the project's incremental contribution of greenhouse gas emissions. In

> determining the significance of impacts, the lead agency may consider a project's consistency with the State's long-term climate goals or strategies, provided that substantial evidence supports the agency's analysis of how those goals or strategies address the project's incremental contribution to climate change and its conclusion that the project's incremental contribution is not cumulatively considerable.

Discussion on Establishment of Significance Thresholds

Based on the foregoing guidance, the City of Redland has elected to rely on compliance with a local air district threshold in the determination of significance of Project-related GHG emissions. Specifically, the City has selected the interim 3,000 MTCO2e per year threshold recommended by SCAQMD staff for residential and commercial sector projects against which to compare Project-related GHG emissions.

The 3,000 MTCO2e per year threshold is based on a 90 percent emission "capture" rate methodology. Prior to its use by the SCAQMD, the 90 percent emissions capture approach was one of the options suggested by the California Air Pollution Control Officers Association (CAPCOA) in their CEQA & Climate Change white paper (2008). A 90 percent emission capture rate means that unmitigated GHG emissions from the top 90 percent of all GHG-producing projects within a geographic area – the SCAB in this instance – would be subject to a detailed analysis of potential environmental impacts from GHG emissions, while the bottom 10 percent of all GHG-producing projects would be excluded from detailed analysis. A GHG significance threshold based on a 90 percent emission capture rate is appropriate to address the long-term adverse impacts associated with global climate change because medium and large projects will be required to implement measures to reduce GHG emissions, while small projects, which are generally infill development projects that are not the focus of the State's GHG reduction targets, are allowed to proceed. Further, a 90 percent emission capture rate sets the emission threshold low enough to capture a substantial proportion of future development projects and demonstrate that cumulative emissions reductions are being achieved while setting the emission threshold high enough to exclude small projects that will, in aggregate, contribute approximate 1 percent of projected statewide GHG emissions in the Year 2050 (24).

In setting the threshold at 3,000 MTCO2e per year, SCAQMD researched a database of projects kept by the Governor's Office of Planning and Research (OPR). That database contained 798 projects, 87 of which were removed because they were very large projects and/or outliers that would skew emissions values too high, leaving 711 as the sample population to use in determining the 90th percentile capture rate. The SCAQMD analysis of the 711 projects within the sample population combined commercial, residential, and mixed-use projects. It should be noted that the sample of projects included warehouses and other light industrial land uses but did not include industrial processes (i.e., oil refineries, heavy manufacturing, electric generating stations, mining operations, etc.). Emissions from each of these projects were calculated by SCAQMD to provide a consistent method of emissions calculations across the sample population and from projects within the sample population. In calculating the emissions, the SCAQMD analysis determined that the 90th percentile ranged between 2,983 to 3,143 MTCO2e per year. The SCAQMD set their significance threshold at the low-end value of the range when rounded to the nearest hundred tons of emissions (i.e., 3,000 MTCO2e per year) to define small projects that are considered less than significant and do not need to provide further analysis.

The City understands that the 3,000 MTCO2e per year threshold for residential/commercial uses was proposed by SCAQMD a decade ago and was adopted as an interim policy; however, no permanent, superseding policy or threshold has since been adopted. The 3,000 MTCO2e per year threshold was developed and recommended by SCAQMD, an expert agency, based on substantial evidence as provided in the Draft Guidance Document – Interim CEQA Greenhouse Gas Significance Threshold (2008) document and subsequent Working Group meetings (latest of which occurred in 2010). SCAQMD has not withdrawn its support of the interim threshold and all documentation supporting the interim threshold remains on the SCAQMD website on a page that provides guidance to CEQA practitioners for air quality analysis (and where all SCAQMD significance thresholds for regional and local criteria pollutants and toxic air contaminants also are listed). Further, as stated by SCAQMD, this threshold "uses the Executive Order S-3-05 goal [80 percent below 1990 levels by 2050] as the basis for deriving the screening level" and, thus, remains valid for use in 2022 (24). Lastly, this threshold has been used for hundreds, if not thousands of GHG analyses performed for projects located within the SCAQMD jurisdiction.

Thus, for purposes of analysis in this analysis, if Project-related GHG emissions do not exceed the 3,000 MTCO2e per year threshold, then Project-related GHG emissions would clearly have a less-than-significant impact pursuant to Threshold GHG-1. On the other hand, if Project-related GHG emissions exceed 3,000 MTCO2e per year, the Project would be considered a substantial source of GHG emissions.

GHG IMPACTS – CONSISTENCY WITH THRESHOLD NO. 1

Would the Project have the potential to generate direct or indirect GHG emissions that would result in a significant impact on the environment?

PROJECT GHG EMISSIONS

The estimated GHG emissions for the Project land use are summarized on Table 6. The estimated GHG emission include emissions from Carbon Dioxide (CO_2), Methane (CH_4), Nitrous Oxide (N_20), and Refrigerants (R).

It should be noted that there are no quantifiable GHG emissions associated with operations with the proposed Project. As such, the GHG emissions presented on Table 9 are from construction source GHG emissions and would generate a total of approximately 15.73 $MTCO_2e$/yr.

TABLE 9: TOTAL PROJECT GHG EMISSIONS

Year	Emission (MT/yr)				
	CO_2	CH_4	N_20	R	Total CO_2E
2024	265.23	0.01	0.00	0.04	266.53
2025	215.35	0.01	0.00	0.03	216.33
Total GHG Emissions	480.58	0.02	0.01	0.07	482.86
Amortized Construction Emissions	16.02	0.00	0.00	0.00	16.10
Total CO_2E (All Sources)	**16.10**				

A numerical threshold for determining the significance of GHG emissions in the SCAB has not been established by the SCAQMD for projects where it is not the lead agency. As an interim threshold based on guidance provided in the CAPCOA *CEQA and Climate Change* handbook, the City has opted to use a non-zero threshold approach based on Approach 2 of the handbook. Threshold 2.5 (Unit-Based Thresholds Based on Market Capture) establishes a numerical threshold based on capture of approximately 90% of emissions from future development. The latest threshold developed by SCAQMD using this method is 3,000 $MTCO_2e$/yr for all projects (25).

The Project would result in approximately 15.73 $MTCO_2e$/yr; the proposed Project would not exceed the SCAQMD's numeric threshold of 3,000 $MTCO_2e$/yr. Thus, the Project would result in a less than significant impact with respect to GHG emissions.

GHG IMPACTS – CONSISTENCY WITH THRESHOLD NO. 2

Would the Project have the potential to conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHGs?

Pursuant to 15604.4 of the CEQA Guidelines, a lead agency may rely on qualitative analysis or performance-based standards to determine the significance of impacts from GHG emissions (26).

In November 2022, CARB released the Final 2022 Scoping Plan Update, which identifies the State's progress towards the statutory 2030 target, while providing a path towards carbon neutrality and reduce greenhouse gases emissions by 85% below 1990 levels by 2045. Recent studies show that the State's existing and proposed regulatory framework will allow the State to reduce its GHG emissions level to 40% below 1990 levels by 2030 (27). The Project would not conflict with any of the 2022 Scoping Plan elements as any regulations adopted would apply directly or indirectly to the Project.

Finally, the Project is consistent with the general plan land use designation, density, building intensity, and applicable policies specified for the Project area in SCAG's Sustainable Community Strategy/Regional Transportation Plan, which pursuant to SB 375 calls for the integration of transportation, land-use and housing policies to plan for achievement of the GHG-emissions target for the region. Thus, a less than significant impact related to GHG emissions from Project construction and operation would occur and no mitigation is required.

AIR QUALITY & GREENHOUSE GAS CONCLUSION

Results of the assessment indicate that the Project is not anticipated to result in a significant impact during construction activities and due to no associated primary sources, for operations with air quality and greenhouse gas and no mitigation is required.

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ATTACHMENT A
CALEEMOD PROPOSED PROJECT EMISSIONS MODEL OUTPUTS

15092 California St. and Redlands Blvd. Detailed Report

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Data Field	Value
Project Name	15092 California St. and Redlands Blvd.
Construction Start Date	9/2/2024
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.50
Precipitation (days)	24.0
Location	34.063215, -117.226212
County	San Bernardino-South Coast
City	Redlands
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	5394
EDFZ	10
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.22

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
Road Widening	0.38	Mile	0.85	0.00	—	—	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	5.06	4.26	37.4	41.4	0.07	1.72	1.52	3.24	1.58	0.24	1.82	—	8,356	8,356	0.35	0.10	2.61	8,398
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	5.05	4.25	37.4	40.6	0.07	1.72	1.52	3.24	1.58	0.24	1.82	—	8,308	8,308	0.35	0.10	0.07	8,347
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.98	0.83	7.27	7.92	0.01	0.34	0.30	0.64	0.31	0.05	0.36	—	1,602	1,602	0.07	0.02	0.22	1,610
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.18	0.15	1.33	1.44	< 0.005	0.06	0.05	0.12	0.06	0.01	0.07	—	265	265	0.01	< 0.005	0.04	267

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

2024	5.06	4.26	37.4	41.4	0.07	1.72	1.52	3.24	1.58	0.24	1.82	—	8,356	8,356	0.35	0.10	2.61	8,398
2025	2.39	2.01	17.3	22.0	0.04	0.69	0.77	1.46	0.64	0.13	0.77	—	4,478	4,478	0.18	0.05	1.44	4,498
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	5.05	4.25	37.4	40.6	0.07	1.72	1.52	3.24	1.58	0.24	1.82	—	8,308	8,308	0.35	0.10	0.07	8,347
2025	4.60	3.87	32.9	39.3	0.07	1.46	1.52	2.99	1.35	0.24	1.58	—	8,296	8,296	0.35	0.10	0.06	8,335
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.98	0.83	7.27	7.92	0.01	0.34	0.30	0.64	0.31	0.05	0.36	—	1,602	1,602	0.07	0.02	0.22	1,610
2025	0.71	0.59	5.11	6.52	0.01	0.21	0.22	0.43	0.20	0.04	0.23	—	1,301	1,301	0.05	0.01	0.19	1,307
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.18	0.15	1.33	1.44	< 0.005	0.06	0.05	0.12	0.06	0.01	0.07	—	265	265	0.01	< 0.005	0.04	267
2025	0.13	0.11	0.93	1.19	< 0.005	0.04	0.04	0.08	0.04	0.01	0.04	—	215	215	0.01	< 0.005	0.03	216

3. Construction Emissions Details

3.1. Linear, Grubbing & Land Clearing (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.63	0.53	4.53	4.54	0.01	0.27	—	0.27	0.25	—	0.25	—	632	632	0.03	0.01	—	634
Dust From Material Movement	—	—	—	—	—	—	0.14	0.14	—	0.01	0.01	—	—	—	—	—	—	—

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.24	0.24	< 0.005	0.01	—	0.01	0.01	—	0.01	—	32.9	32.9	< 0.005	< 0.005	—	33.0
Dust From Material Movement	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.04	0.04	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.45	5.45	< 0.005	< 0.005	—	5.47
Dust From Material Movement	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.05	0.05	0.85	0.00	0.00	0.13	0.13	0.00	0.03	0.03	—	144	144	0.01	< 0.005	0.58	146
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.03	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	6.97	6.97	< 0.005	< 0.005	0.01	7.06
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.15	1.15	< 0.005	< 0.005	< 0.005	1.17
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Linear, Grading & Excavation (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.81	4.05	37.0	37.9	0.07	1.71	—	1.71	1.58	—	1.58	—	7,644	7,644	0.31	0.06	—	7,670
Dust From Material Movement	—	—	—	—	—	—	0.97	0.97	—	0.10	0.10	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.81	4.05	37.0	37.9	0.07	1.71	—	1.71	1.58	—	1.58	—	7,644	7,644	0.31	0.06	—	7,670

Dust From Material Movement	—	—	—	—	—	—	0.97	0.97	—	0.10	0.10	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.90	0.76	6.96	7.12	0.01	0.32	—	0.32	0.30	—	0.30	—	1,436	1,436	0.06	0.01	—	1,441
Dust From Material Movement	—	—	—	—	—	—	0.18	0.18	—	0.02	0.02	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.17	0.14	1.27	1.30	< 0.005	0.06	—	0.06	0.05	—	0.05	—	238	238	0.01	< 0.005	—	239
Dust From Material Movement	—	—	—	—	—	—	0.03	0.03	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.23	0.21	0.19	3.38	0.00	0.00	0.52	0.52	0.00	0.12	0.12	—	576	576	0.02	0.02	2.30	585
Vendor	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	31.4	31.4	< 0.005	< 0.005	0.09	32.9
Hauling	0.01	< 0.005	0.13	0.07	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	104	104	0.01	0.02	0.22	110
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	0.22	0.20	0.23	2.56	0.00	0.00	0.52	0.52	0.00	0.12	0.12	—	528	528	0.03	0.02	0.06	534
Vendor	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	31.4	31.4	< 0.005	< 0.005	< 0.005	32.8
Hauling	0.01	< 0.005	0.13	0.07	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	104	104	0.01	0.02	0.01	110
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.04	0.04	0.50	0.00	0.00	0.10	0.10	0.00	0.02	0.02	—	101	101	< 0.005	< 0.005	0.19	102
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.89	5.89	< 0.005	< 0.005	0.01	6.17
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	19.6	19.6	< 0.005	< 0.005	0.02	20.6
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.09	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	16.6	16.6	< 0.005	< 0.005	0.03	16.9
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.98	0.98	< 0.005	< 0.005	< 0.005	1.02
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.25	3.25	< 0.005	< 0.005	< 0.005	3.41

3.5. Linear, Grading & Excavation (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	4.39	3.69	32.6	36.9	0.07	1.46	—	1.46	1.35	—	1.35	—	7,645	7,645	0.31	0.06	—	7,671
Dust From Material Movement	—	—	—	—	—	—	0.97	0.97	—	0.10	0.10	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.23	0.20	1.72	1.95	< 0.005	0.08	—	0.08	0.07	—	0.07	—	404	404	0.02	< 0.005	—	405
Dust From Material Movement	—	—	—	—	—	—	0.05	0.05	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.04	0.31	0.36	< 0.005	0.01	—	0.01	0.01	—	0.01	—	66.9	66.9	< 0.005	< 0.005	—	67.1
Dust From Material Movement	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.19	0.17	0.19	2.35	0.00	0.00	0.52	0.52	0.00	0.12	0.12	—	517	517	0.02	0.02	0.05	523
Vendor	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	30.9	30.9	< 0.005	< 0.005	< 0.005	32.3
Hauling	0.01	< 0.005	0.13	0.07	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	103	103	0.01	0.02	0.01	108
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.13	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	27.7	27.7	< 0.005	< 0.005	0.05	28.1
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	1.63	1.63	< 0.005	< 0.005	< 0.005	1.71

Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.42	5.42	< 0.005	< 0.005	< 0.005	5.70
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	4.58	4.58	< 0.005	< 0.005	0.01	4.65
Vendor	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.27	0.27	< 0.005	< 0.005	< 0.005	0.28
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.90	0.90	< 0.005	< 0.005	< 0.005	0.94

3.7. Linear, Drainage, Utilities, & Sub-Grade (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.25	1.88	17.2	19.9	0.04	0.69	—	0.69	0.64	—	0.64	—	4,090	4,090	0.17	0.03	—	4,104
Dust From Material Movement	—	—	—	—	—	—	0.41	0.41	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.25	1.88	17.2	19.9	0.04	0.69	—	0.69	0.64	—	0.64	—	4,090	4,090	0.17	0.03	—	4,104
Dust From Material Movement	—	—	—	—	—	—	0.41	0.41	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.35	0.29	2.68	3.11	0.01	0.11	—	0.11	0.10	—	0.10	—	639	639	0.03	0.01	—	641
Dust From Material Movement	—	—	—	—	—	—	0.06	0.06	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.49	0.57	< 0.005	0.02	—	0.02	0.02	—	0.02	—	106	106	< 0.005	< 0.005	—	106
Dust From Material Movement	—	—	—	—	—	—	0.01	0.01	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.14	0.13	0.12	2.14	0.00	0.00	0.36	0.36	0.00	0.08	0.08	—	387	387	0.02	0.01	1.44	393
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.13	0.12	0.13	1.61	0.00	0.00	0.36	0.36	0.00	0.08	0.08	—	355	355	0.02	0.01	0.04	360
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.27	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	56.3	56.3	< 0.005	< 0.005	0.10	57.1
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	9.32	9.32	< 0.005	< 0.005	0.02	9.45
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Linear, Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.02	0.86	7.92	11.7	0.02	0.34	—	0.34	0.31	—	0.31	—	1,769	1,769	0.07	0.01	—	1,775
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.08	0.07	0.65	0.96	< 0.005	0.03	—	0.03	0.03	—	0.03	—	145	145	0.01	< 0.005	—	146
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.02	0.01	0.12	0.18	< 0.005	0.01	—	0.01	< 0.005	—	< 0.005	—	24.1	24.1	< 0.005	< 0.005	—	24.2
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.10	0.09	0.09	1.56	0.00	0.00	0.26	0.26	0.00	0.06	0.06	—	282	282	0.01	0.01	1.05	286
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.10	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	21.5	21.5	< 0.005	< 0.005	0.04	21.8
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.02	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	3.57	3.57	< 0.005	< 0.005	0.01	3.62
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

4. Operations Emissions Details

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetatio	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Removed	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Linear, Grubbing & Land Clearing	Linear, Grubbing & Land Clearing	9/2/2024	9/26/2024	5.00	19.0	—
Linear, Grading & Excavation	Linear, Grading & Excavation	9/27/2024	1/27/2025	5.00	87.0	—
Linear, Drainage, Utilities, & Sub-Grade	Linear, Drainage, Utilities, & Sub-Grade	1/28/2025	4/16/2025	5.00	57.0	—
Linear, Paving	Linear, Paving	4/17/2025	5/28/2025	5.00	30.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Linear, Grubbing & Land Clearing	Crawler Tractors	Diesel	Average	1.00	8.00	87.0	0.43
Linear, Grubbing & Land Clearing	Excavators	Diesel	Average	2.00	8.00	36.0	0.38
Linear, Grubbing & Land Clearing	Signal Boards	Electric	Average	1.00	8.00	6.00	0.82
Linear, Grading & Excavation	Crawler Tractors	Diesel	Average	1.00	8.00	87.0	0.43

Linear, Grading & Excavation	Excavators	Diesel	Average	3.00	8.00	36.0	0.38
Linear, Grading & Excavation	Graders	Diesel	Average	2.00	8.00	148	0.41
Linear, Grading & Excavation	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Linear, Grading & Excavation	Rubber Tired Loaders	Diesel	Average	1.00	8.00	150	0.36
Linear, Grading & Excavation	Scrapers	Diesel	Average	2.00	8.00	423	0.48
Linear, Grading & Excavation	Signal Boards	Electric	Average	1.00	8.00	6.00	0.82
Linear, Grading & Excavation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37
Linear, Drainage, Utilities, & Sub-Grade	Air Compressors	Diesel	Average	1.00	8.00	37.0	0.48
Linear, Drainage, Utilities, & Sub-Grade	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Linear, Drainage, Utilities, & Sub-Grade	Graders	Diesel	Average	1.00	8.00	148	0.41
Linear, Drainage, Utilities, & Sub-Grade	Plate Compactors	Diesel	Average	1.00	8.00	8.00	0.43
Linear, Drainage, Utilities, & Sub-Grade	Pumps	Diesel	Average	1.00	8.00	11.0	0.74
Linear, Drainage, Utilities, & Sub-Grade	Rough Terrain Forklifts	Diesel	Average	1.00	8.00	96.0	0.40
Linear, Drainage, Utilities, & Sub-Grade	Scrapers	Diesel	Average	1.00	8.00	423	0.48
Linear, Drainage, Utilities, & Sub-Grade	Signal Boards	Electric	Average	1.00	8.00	6.00	0.82
Linear, Drainage, Utilities, & Sub-Grade	Tractors/Loaders/Backhoes	Diesel	Average	3.00	8.00	84.0	0.37
Linear, Paving	Pavers	Diesel	Average	1.00	8.00	81.0	0.42

Linear, Paving	Paving Equipment	Diesel	Average	1.00	8.00	89.0	0.36
Linear, Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Linear, Paving	Signal Boards	Electric	Average	1.00	8.00	6.00	0.82
Linear, Paving	Tractors/Loaders/Backhoes	Diesel	Average	3.00	8.00	84.0	0.37

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Linear, Grubbing & Land Clearing	—	—	—	—
Linear, Grubbing & Land Clearing	Worker	10.0	18.5	LDA,LDT1,LDT2
Linear, Grubbing & Land Clearing	Vendor	0.00	10.2	HHDT,MHDT
Linear, Grubbing & Land Clearing	Hauling	0.00	20.0	HHDT
Linear, Grubbing & Land Clearing	Onsite truck	—	—	HHDT
Linear, Grading & Excavation	—	—	—	—
Linear, Grading & Excavation	Worker	40.0	18.5	LDA,LDT1,LDT2
Linear, Grading & Excavation	Vendor	1.00	10.2	HHDT,MHDT
Linear, Grading & Excavation	Hauling	1.48	20.0	HHDT
Linear, Grading & Excavation	Onsite truck	—	—	HHDT
Linear, Drainage, Utilities, & Sub-Grade	—	—	—	—
Linear, Drainage, Utilities, & Sub-Grade	Worker	27.5	18.5	LDA,LDT1,LDT2
Linear, Drainage, Utilities, & Sub-Grade	Vendor	0.00	10.2	HHDT,MHDT
Linear, Drainage, Utilities, & Sub-Grade	Hauling	0.00	20.0	HHDT
Linear, Drainage, Utilities, & Sub-Grade	Onsite truck	—	—	HHDT
Linear, Paving	—	—	—	—
Linear, Paving	Worker	20.0	18.5	LDA,LDT1,LDT2
Linear, Paving	Vendor	0.00	10.2	HHDT,MHDT

Linear, Paving	Hauling	0.00	20.0	HHDT
Linear, Paving	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Linear, Grubbing & Land Clearing	—	—	0.85	0.00	—
Linear, Grading & Excavation	—	1,031	0.85	0.00	—
Linear, Drainage, Utilities, & Sub-Grade	—	—	0.85	0.00	—

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	3	74%	74%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt

Road Widening	0.85	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2024	58.7	532	0.03	< 0.005
2025	88.1	532	0.03	< 0.005

5.18. Vegetation

5.18.1. Land Use Change

5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	26.6	annual days of extreme heat
Extreme Precipitation	4.20	annual days with precipitation above 20 mm
Sea Level Rise	0.00	meters of inundation depth
Wildfire	6.46	annual hectares burned

Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (Radke et al., 2017, CEC-500-2017-008), and consider inundation location and depth for the San Francisco Bay, the Sacramento-San Joaquin River Delta and California coast resulting different increments of sea level rise coupled with extreme storm events. Users may select from four scenarios to view the range in potential inundation depth for the grid cell. The four scenarios are: No rise, 0.5 meter, 1.0 meter, 1.41 meters
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A
Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	1	1	3
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	100

AQ-PM	57.4
AQ-DPM	82.8
Drinking Water	96.3
Lead Risk Housing	29.2
Pesticides	74.7
Toxic Releases	44.2
Traffic	81.0
Effect Indicators	—
CleanUp Sites	81.9
Groundwater	47.6
Haz Waste Facilities/Generators	96.8
Impaired Water Bodies	12.5
Solid Waste	0.00
Sensitive Population	—
Asthma	34.7
Cardio-vascular	45.1
Low Birth Weights	75.6
Socioeconomic Factor Indicators	—
Education	39.2
Housing	89.1
Linguistic	17.3
Poverty	55.9
Unemployment	14.4

7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract

Economic	—
Above Poverty	37.76466059
Employed	27.51186963
Median HI	26.53663544
Education	—
Bachelor's or higher	60.5800077
High school enrollment	100
Preschool enrollment	11.52316181
Transportation	—
Auto Access	62.47914795
Active commuting	28.56409598
Social	—
2-parent households	37.02040293
Voting	39.83061722
Neighborhood	—
Alcohol availability	30.07827538
Park access	50.53252919
Retail density	65.94379571
Supermarket access	72.28281791
Tree canopy	43.62889773
Housing	—
Homeownership	9.303220839
Housing habitability	37.12305916
Low-inc homeowner severe housing cost burden	73.38637239
Low-inc renter severe housing cost burden	66.31592455
Uncrowded housing	31.19466188
Health Outcomes	—

Insured adults	48.58206082
Arthritis	92.2
Asthma ER Admissions	65.8
High Blood Pressure	95.2
Cancer (excluding skin)	82.6
Asthma	30.0
Coronary Heart Disease	94.7
Chronic Obstructive Pulmonary Disease	71.2
Diagnosed Diabetes	92.6
Life Expectancy at Birth	79.7
Cognitively Disabled	52.2
Physically Disabled	60.6
Heart Attack ER Admissions	32.7
Mental Health Not Good	41.5
Chronic Kidney Disease	95.6
Obesity	56.2
Pedestrian Injuries	53.3
Physical Health Not Good	67.2
Stroke	91.3
Health Risk Behaviors	—
Binge Drinking	13.6
Current Smoker	36.3
No Leisure Time for Physical Activity	67.1
Climate Change Exposures	—
Wildfire Risk	0.0
SLR Inundation Area	0.0
Children	7.3

Elderly	81.9
English Speaking	84.0
Foreign-born	37.0
Outdoor Workers	85.1
Climate Change Adaptive Capacity	—
Impervious Surface Cover	69.4
Traffic Density	74.6
Traffic Access	23.0
Other Indices	—
Hardship	54.2
Other Decision Support	—
2016 Voting	58.0

7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	72.0
Healthy Places Index Score for Project Location (b)	32.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	Yes
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Construction: Off-Road Equipment	1 signal board assumed per phase
Construction: Construction Phases	Construction schedule provided by Project Applicant

CASC
Engineering and Consulting

1470 E. Cooley Drive
Colton, CA 92324
Office: 909.783.0101
Fax: 909.783.0108

May 10, 2023

City of Redlands
Ms. Jeanne Donaldson, City Clerk
35 Cajon Street
Redlands, California 92373
jdonaldson@cityofredlands.org
Direct: 909.798.7531

RE: Biological Site Assessment for Mission Zanja Channel Improvements, Redlands, California

Dear Ms. Donaldson,
CASC Engineering and Consulting (CASC) is pleased to provide the results of a biological resources evaluation for the street and storm drain improvements within the City of Redlands ("City"). The City proposes to reconstruct the northwest corner of the California Street and Redlands Boulevard intersection and widen the west side of California Street. The California Street widening extends approximately 770 feet north of the Redlands Boulevard intersection. The Project site is located south of Interstate 10 (I-10) and extends into a portion of the Mission Zanja Channel ("Project Site"). The Project will include storm drain improvements that involve the construction of a triple reinforced concrete box (RCB) culvert and concrete transition structure in the Mission Zanja Channel. The Project area is located on three (3) irregular shaped parcels: Accessor's Parcel Numbers (APNs) 0292-034-10, 0292-034-11 & 0292-034-17.

The Project area within the Mission Zanja Channel currently consists of a culvert with two (2) concrete wingwalls, a parapet wall that projects to Redlands Boulevard, a concrete invert, retaining fences on either side of the channel, and rock lined soft bottom channel and walls. The Project includes the reconfiguration of the two (2) west lanes (designated combination right turn lane/through travel and travel lane) on California Street, the shoulder, culvert wingwalls, parapet wall, channel bottom, portions of the existing retaining fence, and sidewalk. Additionally, the existing traffic signal at the California Street and Redlands Boulevard intersection and the electrical utility poles on California Street will be relocated.

Current Site Conditions and Findings

CASC's biologist performed a reconnaissance level site assessment of the Project Site on April 4, 2023. The survey was conducted during daylight hours and the biologist was able to visually assess the entire Project Site. Improvements within the Project area will include the widening of the street where it crosses Mission Zanja Creek. Currently, the creek is soft bottom and sides with some grounted and ungrouted rip-rap within the channel and along the sides of the channel. See attachment for photographs 1 and 2 of the current condition of Mission Zanja Channel. Ruderal species noted on the edge of the box channel included stork's bill (*Erodium* sp.), fox-tail (*Bromus* sp.), and wild oat (*Avena* sp.).

At the time of the survey there were no birds or bats noted nesting or their sign within the channel or noted on the bridge that traverses the channel. However, there is moderate probability of barn swallow (*Hirundo rustica*), cliff swallow (*Petrochelidon pyrrhonota*) and pallid bat (*Antrozous pallidus*) nesting on or within the concrete bridge structure which traverses Mission Zanja Channel.

CASC
Engineering and Consulting

1470 E. Cooley Drive
Colton, CA 92324
Office: 909.783.0101
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Recommendations

Special-Status Species

It is not expected that special-status plants will be impacted by improvements within Mission Zanja Channel. It is likely that a pre-emergent has been used in this area by the City to discourage weed. While at the time of the site assessment there were no bats or swallows noted, there is a likelihood of the occurrence of these species on and within the concrete structure that traverses Mission Zanja Channel (see photograph 2).

There is a moderate potential for special-status wildlife species to occur within the Project footprint. Barn swallow, cliff swallow and pallid bat have moderate potential to nest or occupy the concrete bridge structure which traverses Mission Zanja Channel.

***Mitigation Measure**:* Prior to demolition of the structure, the bridge shall be inspected for the presence of barn swallow, cliff swallow, and pallid bat. If these species have taken up residence on or within the structure, then construction activities must wait until these species are no longer active and have vacated the area. If the Project schedule needs to be expedited and wildlife species are present, it will be necessary to consult with the California Department of Fish and Wildlife (CDFW). CDFW can provide recommendations for exclusionary measures to deter these species from inhabiting the structure.

Jurisdictional Delineation and USACE Consultation

Prior to the demolition of the concrete bridge over Mission Zanja Channel, or any activity that will directly or indirectly impact the bed and bank of Mission Zanja Channel (i.e., staging of equipment within or on the banks of the channel, removal of exiting concrete and rip rap within the channel, demolition of the bridge, etc.), consultation with the U.S. Army Corps of Engineers (USACE) will be required for replacement or improvements to the existing bridge, storm drain improvements, and the construction of a triple reinforced concrete box (RCB) culvert and concrete transition structure in the Mission Zanja Channel.

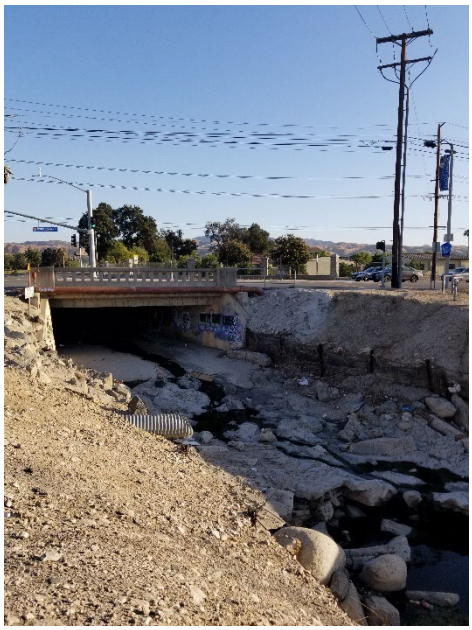
Mitigation Measure: A jurisdictional delineation of Mission Zanja Channel shall be performed to determine the impacts and limits of the improvements within the channel. Further, this information shall be included in a permit application submitted for approval by the USACE.

If you have any additional needs or questions, I may be reached at 951.216.9933 or kboydstun@cascinc.com.

CASC ENGINEERING AND CONSULTING

Kim Boydstun
Senior Biologist/Project Manager
951-216-9933
kboydstun@cascinc.com

Photograph 1. Looking Northwest at Mission Zanja Channel.
Note soft bottom and sides with rip rap are currently in place for stabilization.



Photograph 2. Looking Southeast at Mission Zanja Channel and existing bridge over California Street.
Improvements and widening of the existing bridge will occur here.

California Street/Redlands Boulevard Widening Project
APNs: 0292-034-[10, 11, 17]

City of Redlands, County of San Bernardino, California

JURISDICTIONAL DELINEATION REPORT

Prepared For:

City of Redlands
Attention: City Clerk
35 Cajon Street
Redlands, CA 92373
Phone: (909) 798.7531
jdonaldson@cityofredlands.org

Prepared By:

CASC Engineering and Consulting, Inc.
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Contact: Dennis Peterson, Senior Biologist
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August 2023

Section 1 Introduction

This Jurisdictional Delineation Report presents the results of a delineation of aquatic resources and drainage features conducted for the California Street and Redlands Boulevard Widening Project (Project) in the City of Redlands. The City of Redlands ("City") proposes to reconstruct the northwest corner of the California Street and Redlands Boulevard intersection and widen the west side of California Street (Figure 1, Regional Vicinity). The California Street widening extends approximately 770 feet north of the Redlands Boulevard intersection.

1.1 PROJECT LOCATION

The Project site is located south of Interstate 10 (I-10) and extends into a portion of the Mission Zanja Channel. The Project includes storm drain improvements that involve the construction of a triple reinforced concrete box (RCB) culvert and concrete transition structure in the Mission Zanja Channel. The property consists of three parcel, Accessor's Parcel Number (APN): 0292-034-10, 0292-034-11, and 0292-034-17 as seen on U.S. Geological Society (USGS) 7.5-minute *Redlands* Quadrangle (Figure 2, USGS Quadrangle Map).

1.2 PROJECT BACKGROUND AND DESCRIPTION

The Project site is located within the western portion of the City of Redlands and is surrounded by commercial uses to the north and east, high density residential uses to the southeast, open space to the northwest, high density residential uses within the City of Loma Linda to the west, and an elementary school within the City of Loma Linda to the southwest. Surrounding recreational uses include the multi-use Orange Blossom Trail that runs parallel to the Mission Zanja Channel.

The City proposes to widen the west side of California Street, north of Redlands Boulevard and south of the existing Anthem Oil gas station. California Street is classified as a Major Arterial roadway and the proposed widening Project is designed to accommodate the high volume of motorists that utilize the roadway to travel between residential areas, major activity centers, and the I-10 and I-215 freeways.

The proposed storm drain improvements consist of the construction of a reinforced concrete block triple culvert totaling fifty-four (54) feet wide and eleven (11) feet tall in the Mission Zanja Channel. The RCB culvert is comprised of concrete transition structures, a sloped concrete invert, the installation of a guard rail, and a 6-foot-tall chain link fence. The specifications for the culvert are in accordance with the County of San Bernardino Flood Control Standards and the Standard Plans for Public Works Construction (SPPWC) Standards. Construction of the Project is proposed to commence in Spring 2024 and be completed by Winter 2024.

For this jurisdictional delineation field survey and report, the location assessed and considered the Project site consisted of Mission Zanja Channel North of Redlands Boulevard as shown in Figure 3, Jurisdictional Delineation Limits and Photo Point Location Map.

1.3 REGULATORY BACKGROUND

Several regulations have been established by federal, state, and local agencies to protect and conserve aquatic resources. The descriptions below provide a brief overview of agency regulations that may be applicable to the project. Regulatory agencies make the final determination of whether a project requires authorization pursuant to these regulations.

1.3.1 APPLICABLE AQUATIC RESOURCE PROTECTION REGULATIONS

Clean Water Act

Pursuant to Section 404 of the Clean Water Act (CWA), the U.S. Army Corps of Engineers (USACE) is authorized to regulate any activity that would result in the discharge of dredged or fill material into waters of the U.S. (including wetlands), which include those waters listed in 33 CFR 328.3 (USACE 2020). USACE, with oversight from the U.S. Environmental Protection Agency (USEPA), has the principal authority to issue CWA Section 404 permits. The USACE would require a Standard Individual Permit (SIP) for more than minimal cumulative adverse effects on the environment may meet the conditions of an existing Nationwide Permit (NWP) (USACE 2021).

A water quality certification or waiver pursuant to Section 401 of the CWA is required for all Section 404 permitted actions. The Regional Water Quality Control Board (RWQCB), a division of the State Water Resources Control Board, provides oversight of the 401-certification process in California. The RWQCB is required to provide “certification that there is reasonable assurance that an activity that may result in the discharge to waters of the United States will not violate water quality standards.” Water Quality Certification must be based on the finding that proposed discharge will comply with applicable water quality standards.

The National Pollutant Discharge Elimination System (NPDES) is the permitting program for discharge of pollutants into surface waters of the U.S. under Section 402 of the CWA.

California Fish and Game Code Sections 1600-1602

Pursuant to Division 2, Chapter 6, Section 1602 of the California Fish and Game Code (CFGC), CDFW regulates all diversions, obstructions, or changes to the natural flow or bed, channel or bank of any river, stream or lake that supports fish or wildlife. A Notification of Lake or Streambed Alteration must be submitted to California Department of Fish and Wildlife (CDFW) for “any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake.” CDFW has jurisdiction over riparian habitats associated with watercourses. Jurisdictional waters are delineated by the outer edge of riparian vegetation (i.e., drip line) or at the top of the bank of streams or lakes, whichever is wider (CDFW 2010, 2023). CDFW jurisdiction does not include tidal areas or isolated resources. CDFW

reviews the proposed actions and, if necessary, submits (to the applicant) a proposal that includes measures to protect affected fish and wildlife resources. The final proposal that is mutually agreed upon by the CDFW and applicant is the Lake or Streambed Alteration Agreement

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.) provides for statewide coordination of water quality regulations. The State Water Resources Control Board was established as the statewide authority and nine separate RWQCBs were developed to oversee water quality on a day-to-day basis. The RWQCB is the primary agency responsible for protecting water quality in California. As discussed above, the RWQCB regulates discharges to surface waters under the federal CWA. In addition, the RWQCB is responsible for administering the California Porter-Cologne Water Quality Control Act.

Pursuant to the Porter-Cologne Water Quality Control Act, the state is given authority to regulate waters of the state, which are defined as any surface water or groundwater, including saline waters. As such, any person proposing to discharge waste into a water body that could affect its water quality must first file a Report of Waste Discharge if Section 404 is not required for the activity. “Waste” is partially defined as any waste substance associated with human habitation, including fill material discharged into water bodies.

1.4 CONTACT INFORMATION

Applicant and Property Owner:

City of Redlands
Attention: City Clerk
35 Cajon Street
Redlands, CA 92373
Phone: (909) 798.7531
jdonaldson@cityofredlands.org

Agent:

CASC Engineering and Consulting
Dennis Peterson, Senior Biologist
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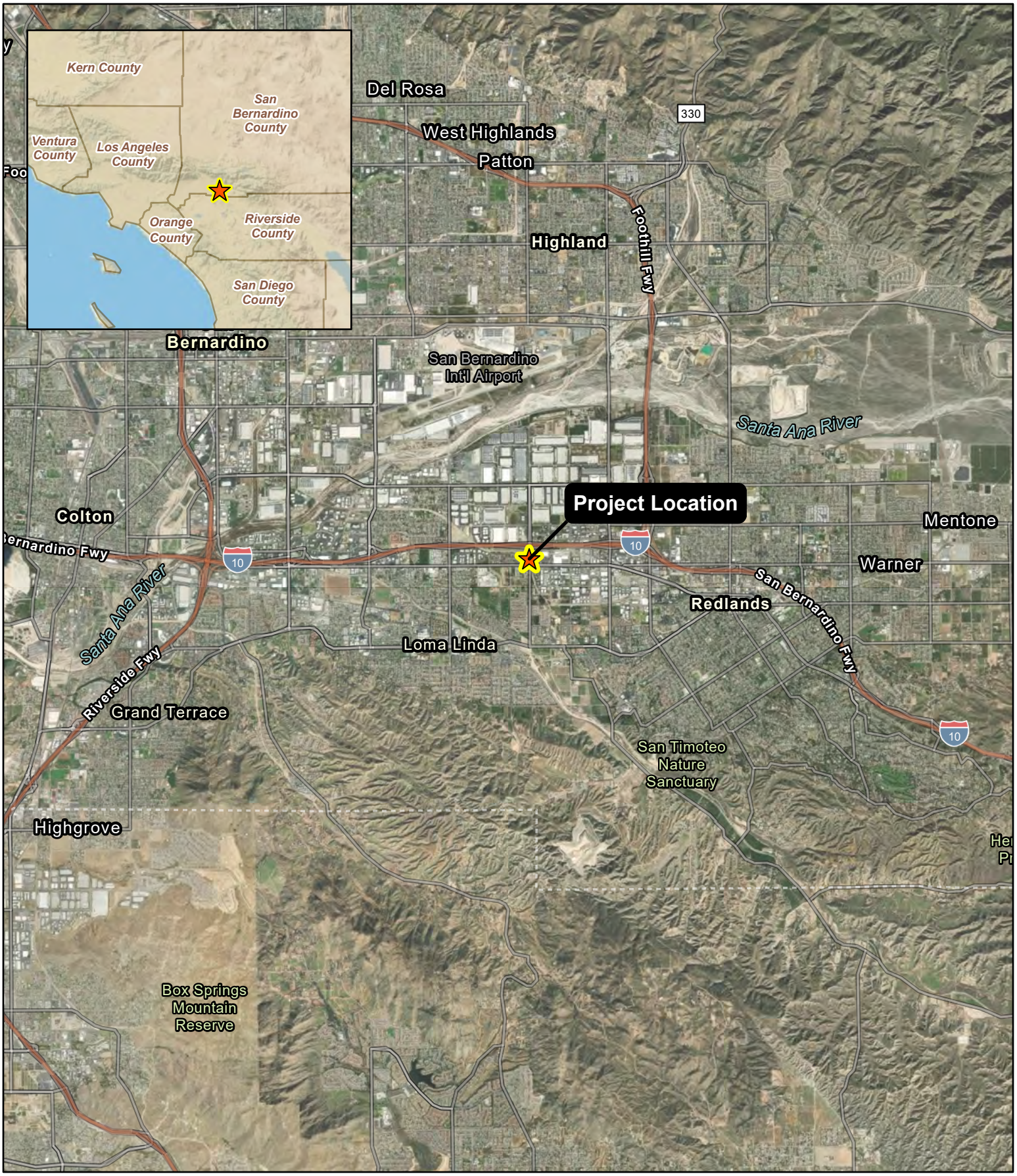
Temecula, CA 92590
dpeterson@cascinc.com
Phone: (949) 350.7358



N

0 1 2 Miles

1" = 2 Miles

CASC Engineering and Consulting

Figure 1

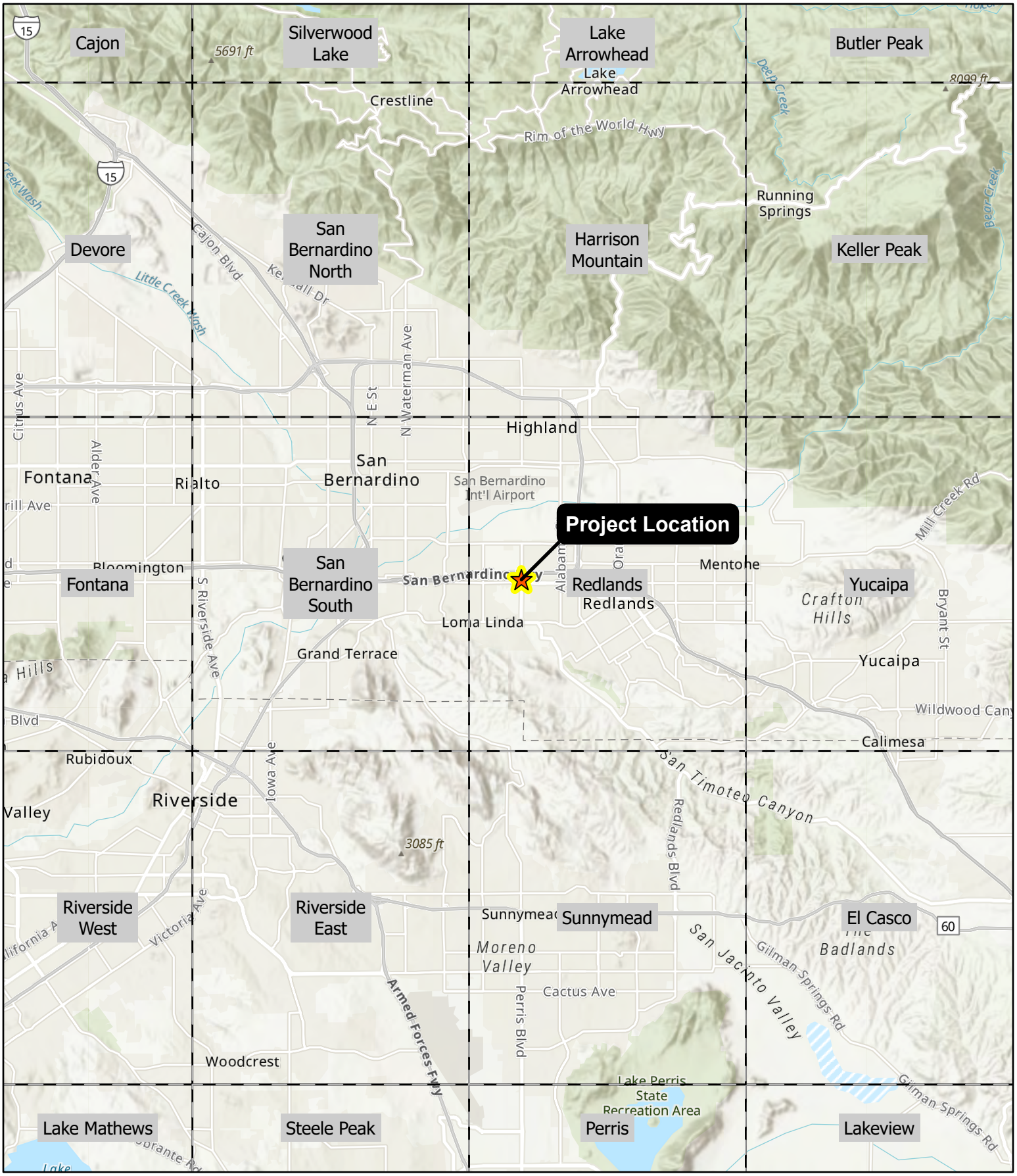
Regional Vicinity

APN: 0292-34-[10, 11, 17]

Aerial: ESRI World Imagery 12/20/2023, ESRI USA Counties
County: ESRI USA Counties, accessed 8/11/2023
Map Date: 8/11/2023

Redlands Regular Meeting of 12-17-2024

California Street & Redlands Blvd Intersection/Mission Zanja Channel
Redlands, CA



N 0 2 4 Miles

1" = 4 Miles

7.5 Minute Quadrangle Index

Figure 2

USGS Quadrangle Index

APN: 0292-34-[10, 11, 17]

CASC Engineering and Consulting

Aerial: ESRI World Topographic Map Service, accessed 8/11/2023
USGS 1:24,000 Topographic Maps 7.5- by 7.5-minute quadrangles, accessed 8/11/2023
Map Date: 8/11/2023

California Street & Redlands Blvd Intersection/Mission Zanja Channel
Redlands, CA

Section 2 Methodology

Prior to the on-site delineation, field maps were created using a Geographic Information System (GIS) and incorporating topographic maps with two-foot contours and a color aerial photograph at a 1:100 scale. U.S. Fish and Wildlife Service (USFWS), National Wetlands Inventory (NWI), U.S. Geological Survey (USGS), and National Hydrography Dataset (NHD) data was overlaid on a USGS topographic map of the area to further determine the locations of potential areas of jurisdiction. Google Earth was utilized to assess the presence or absence of visible flow patterns historically and in recent years.

Dennis Peterson and Katelyn Faulkner of Casc Engineering and Consulting (Casc) conducted the jurisdictional delineation field visit on June 27, 2023. Areas with depressions, drainage patterns, and/or wetland vegetation within the project site boundary were evaluated for potential jurisdictional status, with focus on the presence of defined channels and/or wetland vegetation, soils and hydrology. Field staff examined potential jurisdictional wetland areas using the methods set forth in the Corps 1987 *Wetland Delineation Manual* (Wetland Manual) (Environmental Laboratory 1987) and the 2008 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region Version 2.0* (Arid West Supplement) (Corps 2008a). Wetland plant indicator status was determined using the *National Wetland Plant List* (NWPL; Corps 2020) and hydric soils indicators on *Field Indicators of Hydric Soils in the United States, Version 8.1 National Resources Conservation Service* (NRCS 2023). Soil chromas were identified in the field according to *Munsell's Soil Color Charts* (Kollmorgen 2000).

Lateral limits of potential non-wetland waters of the US, waters of the State, and RWQCB were identified using field indicators of an ordinary high-water mark (OHWM) as described in *A Field Guide to the Identification of the Ordinary High Water Mark in the Arid West Region of the Western United States* (Corps 2008b). For each feature exhibiting potential presence of an OHMW, Casc completed a 2010 Arid West Ephemeral and Intermittent Streams OHWM Datasheet (OHWM Datasheet).

CDFW potential jurisdictional boundaries were determined based on the presence of a streambed (i.e., bed and bank) and associated riparian habitat. Streambeds considered within CDFW jurisdiction were delineated based on the following definition: "a body of water that flows at least periodically or intermittently through a bed or channel having banks and supporting fish or other aquatic life. This includes watercourses having a surface or subsurface flow that supports riparian vegetation" (Title 14, Section 1.72). Riparian habitat refers to vegetation and habitat associated with a stream. The CDFW jurisdictional habitat includes all riparian, shrub or tree canopy that may extend beyond the banks of a stream.

While in the field, potentially jurisdictional features were recorded using a hand-held Global Positioning System (GPS) (Arrow 100) unit with a level of accuracy within one foot.

Section 3 Results

3.1 TOPOGRAPHY

Elevations on-site range from 1,100 and 1,200 feet above mean sea level. Potentially jurisdictional areas on the project site include the Mission Zanja Channel which flows south to north though the Project site.

3.2 WATERSHED

The proposed Project site is within the Santa Ana River Hydrologic Unit Code [HUC] 8 (18070202), Upper Santa River Watershed HUC 10 (1807020305), and the Mission Zanja HUC 12 (180702030506) sub-watershed. USGS NHD and USFWS NWI maps both map this feature as an intermittent stream (Figure 4, National Wetlands Inventory Map). The Mission Zanja Channel is a tributary to the Santa Ana River which connects approximately 2.75 miles downstream of the Project site. The Santa Ana River ultimately drains into the Pacific Ocean.

3.3 HYDROLOGY

To date, the rainfall for 2023 in the Project region has been recorded at 12.19 inches. This total is more than 2 inches above the 10-year annual average of 10.03 inches. This is indicative of a relatively wet year where evidence of recent hydrology should be easily observable in the field.

Annual precipitation data for the Project region is shown below in Table 1 Precipitation Data for Redlands, California. This table describes the estimated monthly total and average precipitation for the Project region between 2013 and 2023. Casc's biologists accessed precipitation data through the National Resources Conservation Service (NRCS) Agricultural Applied Climate Information System (AgACIS) database from the Redlands Station in San Bernardino County on June 31, 2023. Table 1 utilizes the Redlands Station precipitation data.

The field survey conducted on June 27, 2023, occurred during above-average historic precipitation (0.08 inch) for the month of June, which averaged 0.02 inches between 2013-2023 (Table 1).

Table 1. Precipitation Data for Redlands, California

Monthly Total Precipitation (inches) for Redlands, CA													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2013	1.28	1.43	0.92	0.02	0.24	0	0.2	0.11	0	0.59	1.33	0.31	6.43
2014	0.03	1.91	0.48	1.13	0.01	0	0	1.25	0	0	0.39	3.97	9.17
2015	0.53	0.93	0.51	0.53	0.8	0	1.66	0	0.98	0.35	0.24	1	7.53
2016	3.4	0.23	1.41	1.11	0.08	0	0	0	0.01	0.82	1.39	3.89	12.34
2017	7.02	2.61	0.1	0.01	0.27	0	0	0.19	0.01	0.01	0.05	0	10.27
2018	3.4	0.4	2.06	0	0.37	0	0.11	0	0	0.87	1.1	1.43	9.74
2019	3.17	5.66	2.24	0.07	1.44	0.01	0	0	0	0	2.69	2.77	18.05
2020	0.11	0.38	4.85	4.37	0	0.02	0	0	0	0	0.69	1.37	11.79
2021	2.2	0.28	1.59	0.01	0	0.12	0.34	0.02	0.01	0.6	0	4.24	9.41
2022	0.31	0.34	0.71	0.28	0.04	0.02	0	0	0.73	0.47	1.56	1.06	5.52
2023	4.85	3.77	2.75	0.17	0.57	0.08	M	M	M	M	M	M	M
Mean	2.39	1.63	1.6	0.7	0.35	0.02	0.23	0.16	0.17	0.37	0.94	2	10.03

*Per AgACIS database: “Monthly summarized data - means, sums, daily extremes or frequencies for the selected variable for each month of the year for the selected range of years. HDD, CDD and GDD are heating, cooling and growing degree days, respectively. Note: trace precipitation/snowfall/snow depth amounts are treated as zero in sums, means, and frequency counts. Annual average temperatures are the average of the twelve-monthly values. Values of 'M' indicate missing data and 'T' indicates a trace.”

3.4 SOILS

Per the NRCS soil survey, the Project site consists of soils characterized as Hanford sandy loam, 0 to 2 percent slopes (Figure 5, Soils Map). This series is characteristically well drained with very low runoff potential. This soil is considered prime farmland if irrigated. The proportion of soils rated as hydric is zero.

3.5 FEATURES OBSERVED

Casc’s biologists investigated the Mission Zanja Channel. This feature is classified as R4SBC by the NWI (Figure 4). This classification specifies a riverine intermittent streambed that is seasonally flooded. In addition, this drainage is manipulated in the form of a manmade excavated drainage flowing from a concrete box that passes under the intersection of Redlands Boulevard and California Street and into an excavated channel. Within the Project site a portion of the substrate is concrete lined and likely not jurisdictional.

In order to be considered a jurisdictional wetland under Section 404, an area must possess three wetland characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology. Hydrophytic vegetation is plant life that grows, and is typically adapted for life, in permanently or periodically saturated soils. The hydrophytic vegetation criterion is met if more than 50 percent of the dominant plant species from all strata (tree, shrub, and herb layers) is considered hydrophytic. To be considered hydrophytic, the species must have wetland indicator status, i.e., be rated as obligate (OBL: occurring primarily in wetlands), facultative wet (FACW: occurring usually in wetlands) or facultative (FAC: equally likely to occur in wetlands and non-wetlands).

Where the concrete ends the substrate becomes coarse sand, pebble, and cobble to a depth well below 20 inches and is very well drained, and completely lacking the potential for hydric soils to develop. Given this field observation combined with the lack of hydric soils mapped in the area a wetland should not occur within the Project site. As a result, wetland sample points were not needed in the field. At the time of the site visit water was flowing north out of the concrete lined channel passing under the intersection. The water flowed north and quickly percolated below the surface upon reaching the coarse sand, pebble, and cobble substrate. Representative site photos are show in Appendix A and photo point locations are shown on Figure 3.

Because of these field conditions, Casc's biologist subsequently completed an Arid West Ephemeral and Intermittent Streams Ordinary High Watermark (OHWM) Datasheet to determine jurisdictional boundaries of observed non-wetland waters (Appendix B, OHWM Data Sheets). The lateral extent of USACE jurisdiction was measured at the OHWM which in this case was toe of slope. The streambed was primarily unvegetated and indicators for OHWM were a break in bank and slop, change of vegetation cover, and drift and debris deposits.

The lateral extent of a CDFW jurisdictional streambed can be measured in several ways depending on the particular situation. The outer edge of riparian vegetation is used as the line of demarcation between riparian and upland habitats and is therefore an identifiable boundary of the lateral extent of a CDFW jurisdictional drainage. On smaller streams or dry washes with little or no riparian habitat, the top of bank-to-top of bank width (TOB) is used to mark the lateral extent of the jurisdictional drainage, as was the case for this jurisdictional delineation. The vegetation community within this drainage is ruderal, consisting of mostly non-native species (Figure 6, Vegetation Communities). The vegetation that occurs right around the OHWM and extends upslope does contain some hydrophytic species. This includes seep monkey flower (*Erythranthe guttata*) (OBL), curly dock (*Rumex crispus*) (FAC), and tall sedge (*Cyperus eragrostis*) (FACW). The presence of these hydrophytic species is consistent with vegetation that is influenced by the streambed and contained within the barrier fence installed above the rip rap on the excavated slope. The TOB at this location is determined to be at the location of the barrier fence. Appendix C and D is a compendia of plant and wildlife recorded during the field survey.

The Project site consists of Mission Zanja Channel with an average OHWM of approximately 25 feet and a CDFW streambed bank-full width of approximately 45 feet. The channel slopes from south to north and converges with the Santa Ana River approximately 2.75 miles north (downstream) of the Project site.

3.6 JURISDICTIONAL RESOURCES AND ANALYSIS

Non-wetland waters of the U.S.

Waters of the U.S. (WoUS) are defined as: “All waters used in interstate or foreign commerce; all interstate waters including interstate wetlands; all other waters such as intrastate lakes, rivers, streams (including intermittent and ephemeral streams), mudflats, sand flats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes or natural ponds, where the use, degradation, or destruction of which could affect interstate commerce; impoundments of these waters; tributaries of these waters; or wetlands adjacent to these waters”. CWA jurisdiction exists over the following:

1. all traditional navigable waters (TNWs);

2. all wetlands adjacent to TNWs;

3. non-navigable tributaries of TNWs that are relatively permanent (RPW) (i.e., tributaries that typically flow year-round or have continuous flow at least seasonally); and

4. every water body determined to have a significant nexus with TNWs.

Mission Zanja Channel is an intermittent stream that flows during rain events, likely for less than 5 months per year, and would therefore be classified as a non-relatively permanent water (RPW) by the USACE. This channel feature flows into a RPW, the Santa Ana River. The Mission Zanja Channel /Santa Ana River confluence is located approximately 2.75 miles downstream of the project location. The Santa Ana River terminates at the Pacific Ocean, a Traditionally Navigable Water (TNW). Mission Zanja Channel has a surface water connection to a TNW, and therefore would be considered a jurisdictional WoUS. Due to the proximity of the unnamed drainage to Mission Zanja Channel and the Santa Ana River, it is likely that the USACE would consider it to have a “significant nexus” with a TNW and be considered a jurisdictional WoUS.

Wetlands

There is no historical, biological, or hydrological evidence that would indicate the presence of wetland features. No swales, ephemeral ponds, or stock ponds are present on the Project site. There are no depressions on the Project site. None of the mapped soils on site are listed on the USDA-NRCS National Hydric Soils List. The duration, timing, and frequency of inundation on the Project site provides no indication or validation of wetland ecology. Water does not accumulate on surface for seasonal periods (more than 3 weeks) of inundation. Clay soils are not mapped on site. The site lacks the water retention capabilities necessary to support wetlands. The biological functions and values of wetlands do not exist on site.

Areas meeting all three parameters would be designated as USACE wetlands. All three requirements were not met. Therefore, no wetlands were identified in the study area during this investigation.

Table 2. Potential Jurisdictional Aquatic Features

Aquatic Feature	Wetland Waters of U.S./State (USACE/RWRCB)		Non-wetland Waters of U.S./State (USACE/RWRCB)		Waters of the State (Unvegetated Streambed) (CDFW)		Waters of the State (Riparian Habitat) (CDFW)	
	Acres	Linear Feet	Acres	Linear Feet	Acres	Linear Feet	Acres	Linear Feet
The Mission Zanja Channel	0	0	0.452	806	0.739	806	0.0	0
Total	0	0	0.452	806	0.739	806	0.0	0

Table 3. Potential Impacts by Jurisdiction

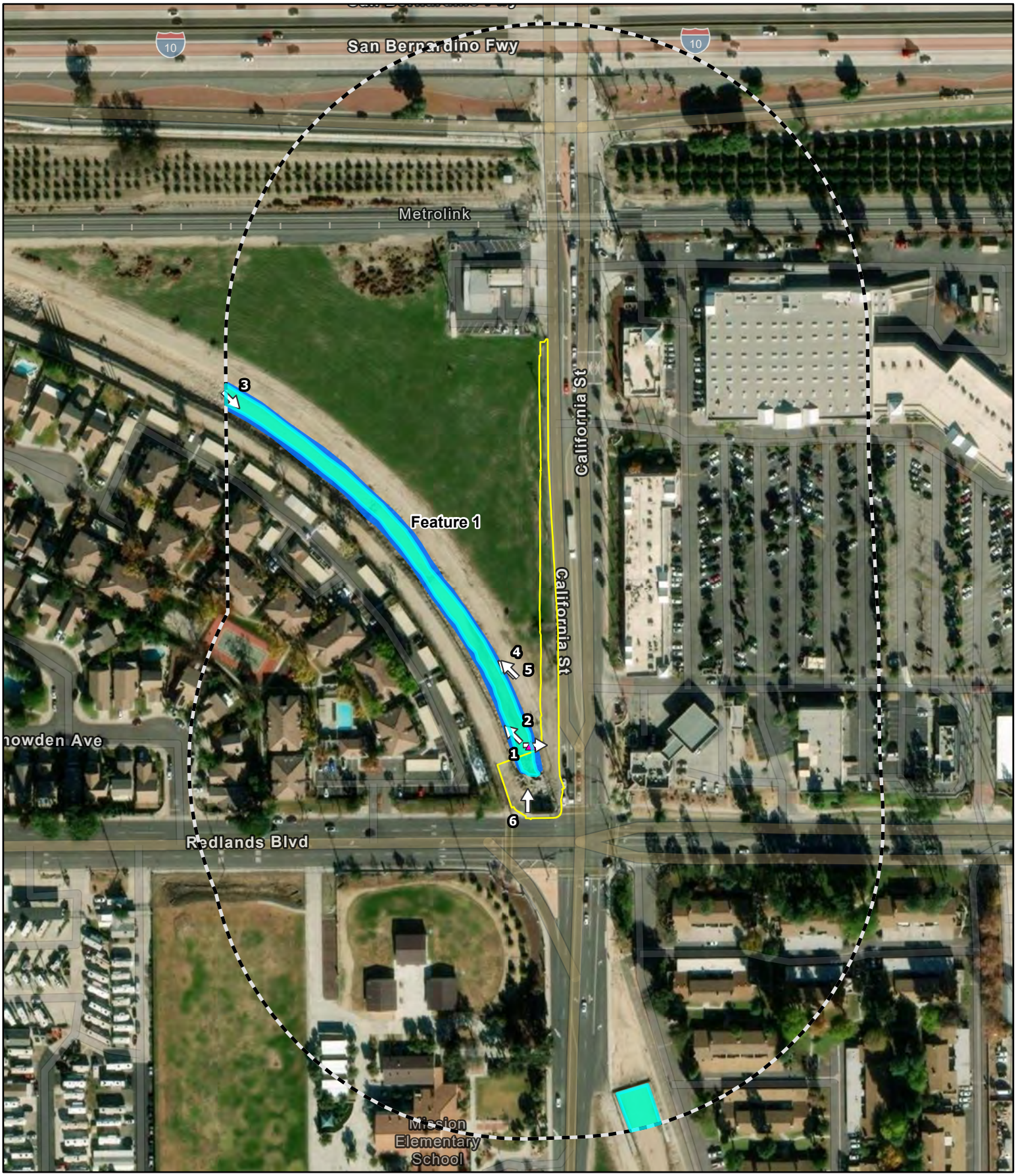
Aquatic Feature	Wetland Waters of U.S./State (USACE/RWRCB)		Non-wetland Waters of U.S./State (USACE/RWRCB)		Waters of the State (Unvegetated Streambed) (CDFW)		Waters of the State (Riparian Habitat) (CDFW)	
	Acres	Linear Feet	Acres	Linear Feet	Acres	Linear Feet	Acres	Linear Feet
The Mission Zanja Channel	0	0	0.017	35	0.030	35	0.0	0
Total	0	0	0.017	35	0.030	35	0.0	0

Table 4. Vegetation Communities at the Project Site

Vegetation Type	Acreage within 500-ft Buffer	Acreage within Project Site
Agricultural	1.75	0.00
Annual Non-native Grassland	3.71	0.20
Developed/Disturbed	30.00	0.27
Ornamental	0.64	0.00
Unvegetated Streambed	0.76	0.03
TOTAL	**36.86**	**0.50**

3.7 PROPOSED JURISDICTIONAL IMPACTS

Permanent impacts at the proposed Project site would be limited to the portion of the streambed and associated banks that are not currently lined with concrete. The Project site contains no wetland WoUS or wetland waters of the state, and lacked aquatic features with all three wetland indicators (i.e., hydrophytic vegetation, hydric soils, and hydrology). The Project site includes 0.017 acre (35 linear feet) of potential non-wetland WoUS and waters of the state, subject to USACE and RWQCB jurisdiction. The Project site contains 0.030 acre (35 linear feet) potentially subject to CDFW jurisdiction (Table 2, Potential Jurisdictional Aquatic Features, Table 3, Potential Impacts by Jurisdiction). The limits of CDFW jurisdiction include non-wetland WoUS, and extend beyond, to include the full extent of the riparian corridor defined here as top of bank. The lack of riparian vegetation at the Project site further supports these conclusions (Table 4, Vegetation Communities at the Project Site).



N 0 100 200 Feet
1" = 200 Feet

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- Project Boundary
- 500-ft Buffer
- Photo Points
- OHWM

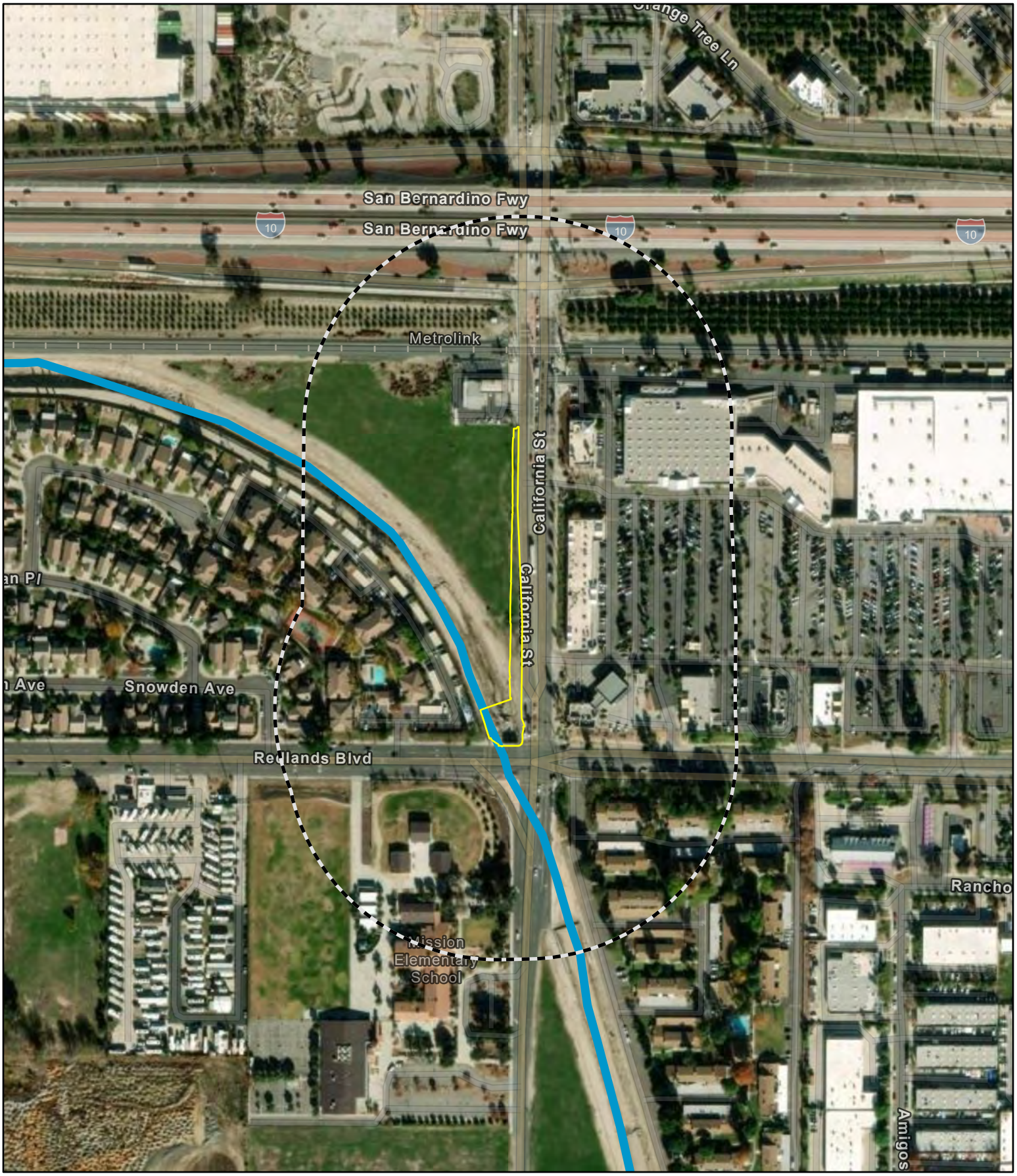
Potentially Jurisdictional Waters
- CDFW
- CDFW/USACE/RWQCB

Figure 3
Jurisdictional Delineation Limits and Photo Point Location Map

APN: 0292-34-[10, 11, 17]

Aerial: ESRI World Imagery 12/20/2023
Map Date: 8/23/2023

California Street & Redlands Blvd Intersection/Mission Zanja Channel
Redlands, CA



N 0 150 300 Feet

1" = 300 Feet

Project Boundary

500-ft Buffer

USA Wetlands

River

Figure 4

National Wetland Inventory Map

APN: 0292-34-[10, 11, 17]

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Aerial: ESRI World Imagery 12/2/2020

NWI: U.S. Fish and Wildlife Service 10/7/2022, accessed 8/12/2023

Map Date: 8/12/2023

California Street & Redlands Blvd Intersection/Mission Zanja Channel

Redlands, CA

N

0 150 300 Feet

1" = 300 Feet

Project Boundary

500-ft Buffer

Soils

HbA; Hanford sandy loam, 0 to 2 percent slopes

Figure 5

Soils

CASC Engineering and Consulting

APN: 0292-34-[10, 11, 17]

Aerial: ESRI World Imagery 12/20/2023
Soils: USDA-NRCS, accessed 8/12/2023
Map Date: 8/12/2023

California Street & Redlands Blvd Intersection/Mission Zanja Channel
Redlands, CA

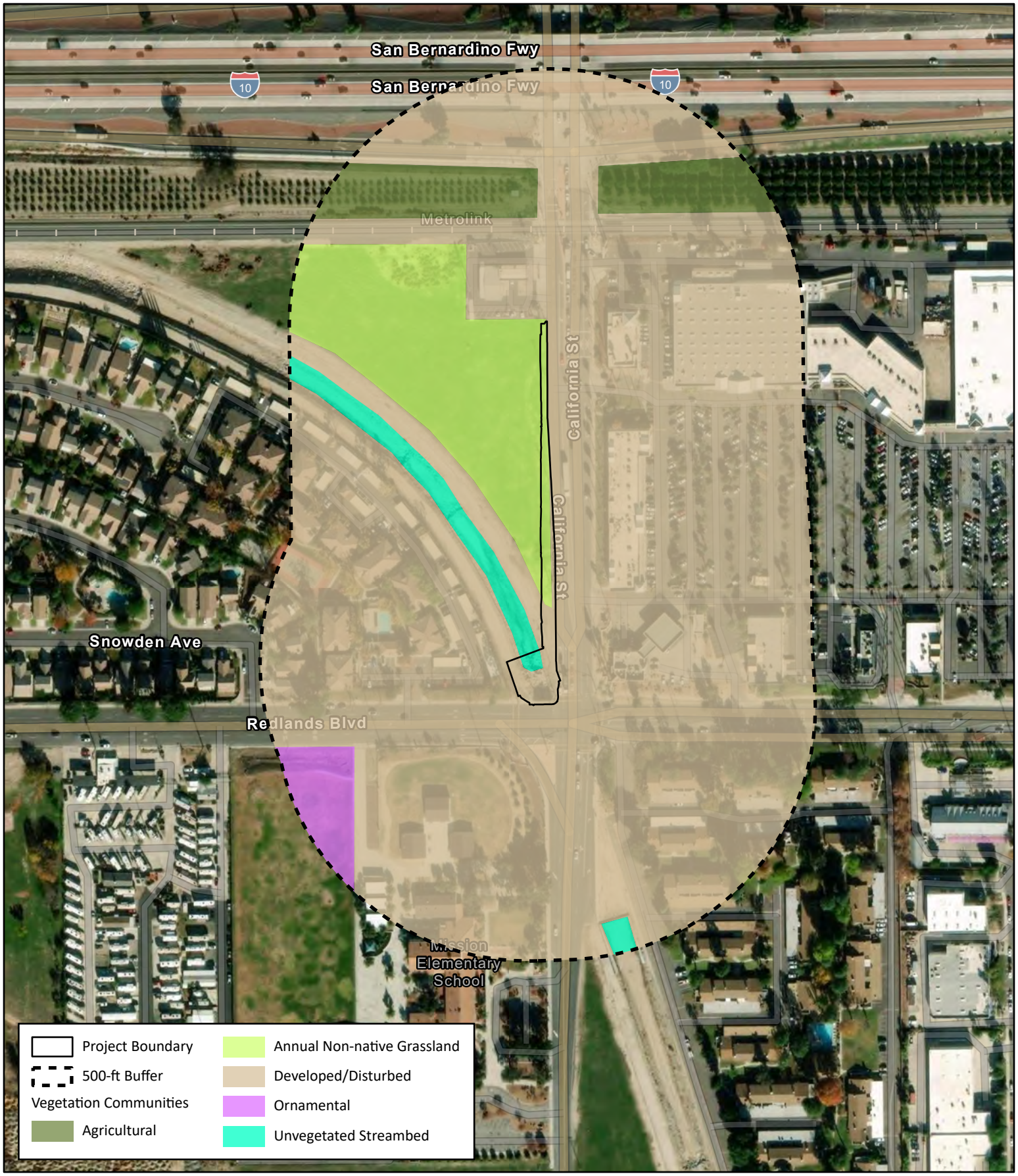

Figure 6

Vegetation Communities

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APN: 0292-34-[10, 11, 17]

Aerial: ESRI World Imagery 12/20/2023
Map Date: 8/12/2023

Redlands Regular Meeting of 12-17-2024

California Street & Redlands Blvd Intersection/Mission Zanja Channel
Redlands, CA

Section 4 Recommendations

A top priority for any Project that has jurisdictional waters on site is to avoid all impacts to those areas. However, impacts cannot be avoided in this case as Project improvements will occur to the road and flood control channel for public safety purposes. This Project is intended to improve traffic flow by realigning the road and improve the channel's flood control function by way of installing concrete box culverts. Therefore, all Project-related impacts to jurisdictional waters are considered permanent. Authorizations from the USACE, RWQCB, and CDFW are required for any permanent impacts to jurisdictional areas. Subject to regulatory approvals from USACE, RWQCB, and CDFW, and compliance with applicable conditions of approval, less than significant impacts are anticipated.

Permanent and temporary fills and discharges (impacts) to WoUS are regulated by USACE under Section 404 of the CWA (33 USC 401 et seq.; 33 USC 1344; USC 1413; and Department of Defense, Department of the Army, Corps of Engineers 33 CFR Part 323). Impacts to WoUS would require a CWA Section 404 permit from the Los Angeles District USACE. If impacts cannot be avoided, the proposed activities would likely be considered consistent with those covered under a Nationwide Permit.

A CWA Section 401 Water Quality Certification (WQC) administered by the State Water Resources Control Board (SWRCB) or RWQCB must be issued prior to any 404 Permit. The USACE jurisdictional areas addressed in this report would also be subject to 401 Certification by the RWQCB. There are no isolated waters or wetlands under RWQCB jurisdiction within the Project site that would be subject to the State Porter-Cologne Water Quality Control Act only. If impacts to WoUS are proposed, a 401 WQC from the Santa Ana RWQCB would be required.

The CDFW regulates temporary and permanent alterations or impacts to streambeds or lakes under California Fish and Game Code Sections 1600 et seq. Notification of Lake or Streambed Alteration to CDFW is required for projects that will divert or obstruct the natural flow of water; change the bed, channel, or bank of any stream; or use any material from a streambed. A Streambed Alteration Agreement (SAA) is issued by CDFW as a contract between the applicant and CDFW stating what activities can occur in the riparian zone and stream course (California Association of Resource Conservation Districts 2002). If impacts to CDFW jurisdiction are proposed, Notification of Lake or Streambed Alteration would be required by CDFW.

Section 5 References

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Appendix A Representative Site Photographs

Photo Point 1. Water entering north side of intersection and end of concrete lining.

Photo Point 2. Water entring streambed and quickly percolating below the surface.

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APPENDIX A-1
SITE PHOTOGRAPHS

California Street and Redlands Boulevard Widening Project
Jurisdictional Delineation Report

Photo Point 3. Northern portion of Zanaja Channel in Survey Area.

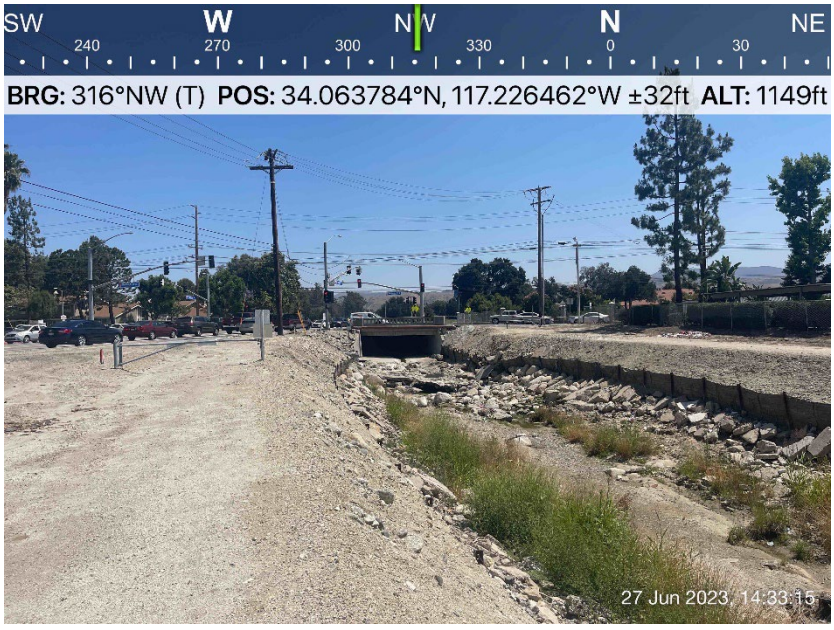


Photo Point 4. Overview of Project Area. Barrier fence visible on right side and corresponds with top of bank.

Photo Point 5. Zanaja Channel north of Project Area.

Photo Point 6. OHWM visible at toe of slope near vegetation line. TOB visible at Barrier fence.

Appendix B Data Sheets

Arid West Ephemeral and Intermittent Streams OHWM Datasheet

Project: California St/Redlands Blvd. Widening **Date:** 6/27/23 **Time:** 10:20
Project Number: 1017-0124 **Town:** Redlands **State:** CA
Stream: Mission Zanja Canal **Photo begin file#:** 1 **Photo end file#:** 6
Investigator(s): Dennis Peterson, Katie Faulkner

Y ☒ / N ☐ Do normal circumstances exist on the site?

Y ☒ / N ☐ Is the site significantly disturbed?

Location Details: Intersection Redlands Blvd, California St.
Projection: **Datum:**
Coordinates: 34.063484, -117.226417

Potential anthropogenic influences on the channel system:
Drainage is within an urban/suburban environment, in a manipulated drainage. The banks are lined with riprap, portions of streambed are concrete lined.

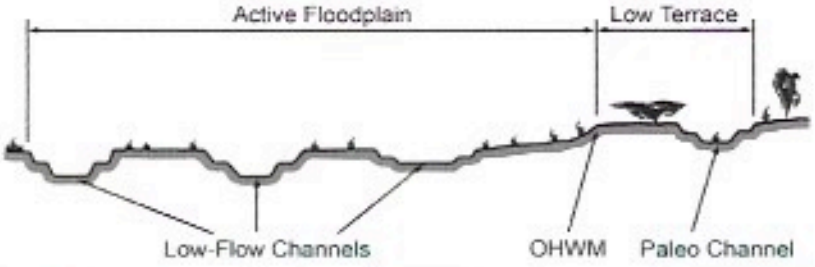
Brief site description: See above, a lot of trash/Debris, streambed mostly un-vegetated

Checklist of resources (if available):

- ☒ Aerial photography
  Dates:
- ☒ Topographic maps
- ☐ Geologic maps
- ☐ Vegetation maps
- ☒ Soils maps
- ☒ Rainfall/precipitation maps
- ☐ Existing delineation(s) for site
- ☒ Global positioning system (GPS)
- ☐ Other studies

- ☐ Stream gage data
  Gage number:
  Period of record:
  - ☐ History of recent effective discharges
  - ☐ Results of flood frequency analysis
  - ☐ Most recent shift-adjusted rating
  - ☐ Gage heights for 2-, 5-, 10-, and 25-year events and the most recent event exceeding a 5-year event

Hydrogeomorphic Floodplain Units



Procedure for identifying and characterizing the floodplain units to assist in identifying the OHWM:

1. Walk the channel and floodplain within the study area to get an impression of the geomorphology and vegetation present at the site.
2. Select a representative cross section across the channel. Draw the cross section and label the floodplain units.
3. Determine a point on the cross section that is characteristic of one of the hydrogeomorphic floodplain units.
   a) Record the floodplain unit and GPS position.
   b) Describe the sediment texture (using the Wentworth class size) and the vegetation characteristics of the floodplain unit.
   c) Identify any indicators present at the location.
4. Repeat for other points in different hydrogeomorphic floodplain units across the cross section.
5. Identify the OHWM and record the indicators. Record the OHWM position via:
   - ☐ Mapping on aerial photograph
   - ☒ GPS
   - ☐ Digitized on computer
   - ☐ Other:

Project ID: 107-0124 **Cross section ID:** 1 **Date:** 6/27/23 **Time:** 10:30 AM

Floodplain unit: ☒ Low-Flow Channel ☐ Active Floodplain ☐ Low Terrace

GPS point: 34.063479, -117.226439

Characteristics of the floodplain unit:

Average sediment texture: Pebble

Total veg cover: 0 % Tree: 0 % Shrub: 0 % Herb: 0 %

Community successional stage:

- ☒ NA
- ☐ Early (herbaceous & seedlings)
- ☐ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

- ☐ Mudcracks
- ☐ Ripples
- ☐ Drift and/or debris
- ☒ Presence of bed and bank
- ☐ Benches
- ☐ Soil development
- ☐ Surface relief
- ☒ Other: un vegetated
- ☒ Other: some boulders
- ☐ Other: _____

Comments:

Primarily un-veg streambed/chanel, some boulders

Floodplain unit: ☐ Low-Flow Channel ☒ Active Floodplain ☐ Low Terrace

GPS point: 34.063451, -117.226486

Characteristics of the floodplain unit:

Average sediment texture: cobble

Total veg cover: 50 % Tree: 0 % Shrub: 0 % Herb: 50 %

Community successional stage:

- ☐ NA
- ☒ Early (herbaceous & seedlings)
- ☐ Mid (herbaceous, shrubs, saplings)
- ☐ Late (herbaceous, shrubs, mature trees)

Indicators:

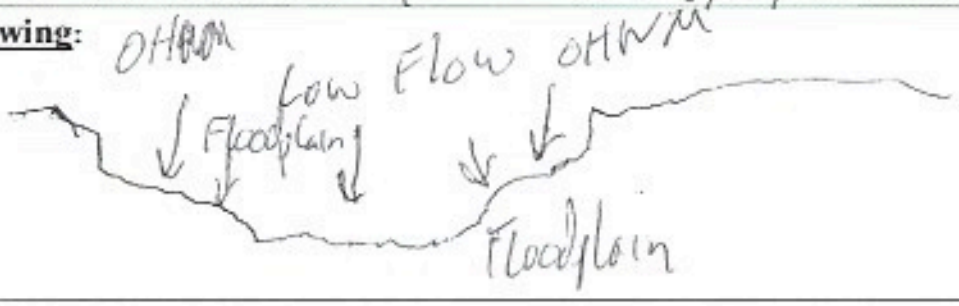
- ☐ Mudcracks
- ☐ Ripples
- ☒ Drift and/or debris
- ☒ Presence of bed and bank
- ☐ Benches
- ☒ Soil development
- ☐ Surface relief
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Comments:

Floodplain is transition from rip-rap to streambed.

Project ID: 1017-0124 **Cross section ID:** 1 **Date:** 6/27/23 **Time:** 10:30 AM

Cross section drawing:



OHWM

GPS point: 34.063494, -117.226384

Indicators:

- [ ] Change in average sediment texture
- [ ] Change in vegetation species
- [x] Change in vegetation cover
- [x] Break in bank slope
- [ ] Other: Drift and Debris
- [ ] Other: _____

Comments:

OHWM is on man-made rip rap bank.

Floodplain unit:

- [ ] Low-Flow Channel
- [x] Active Floodplain
- [ ] Low Terrace

GPS point: 34.063491, -117.226402

Characteristics of the floodplain unit:

Average sediment texture: cobble

Total veg cover: 50 % Tree: 0 % Shrub: 0 % Herb: 50 %

Community successional stage:

- [ ] NA
- [x] Early (herbaceous & seedlings)
- [ ] Mid (herbaceous, shrubs, saplings)
- [ ] Late (herbaceous, shrubs, mature trees)

Indicators:

- [ ] Mudcracks
- [ ] Ripples
- [x] Drift and/or debris
- [x] Presence of bed and bank
- [ ] Benches
- [x] Soil development
- [ ] Surface relief
- [ ] Other: _____
- [ ] Other: _____
- [ ] Other: _____

Comments:

Floodplain is transition from rip-rap to streambed.

Appendices C Plant Species

APPENDIX C

Plant Compendia

The following vascular plant species were observed by CASC at the Project Site in Redlands, California on June 27, 2023.

*Indicates introduced nonnative species

SPECIES/SCIENTIFIC NAME	FAMILY/COMMON NAME
ANGIOSPERMAE	***FLOWERING PLANTS***
ADOXACEAE	*HONEYSUCKLE FAMILY*
Sambucus racemosa var. racemose	red elderberry
ASTERACEAE (COMPOSITAE)	*SUNFLOWER FAMILY*
Ambrosia psilostachya	ragweed
*Centaurea melitensis**	maltese star-thistle*
*Erigeron bonariensis**	hairy fleabane*
Erigeron canadensis	horseweed
Helianthus annuus	hairy leaved sunflower
*Helianthus petiolaris ssp. Petiolaris**	prairie sunflower*
*Sonchus oleraceus**	sow thistle*
COMMELINACEAE	*DAYFLOWER FAMILY*
*Commelina benghalensis**	dayflower*
CYPERACEAE	*SEDGE FAMILY*
Cyperus eragrostis	tall flatsedge
FABACEAE	*LEGUME FAMILY*
*Melilotus indicus**	yellow sweet clover*
GERIANIACEAE	*GERANIUM FAMILY*
*Erodium cicutarium**	common stork's-bill*
ONAGRACEAE	*EVENING PRIMROSE FAMILY*
*Oenothera biennis**	small flowered evening primrose*
PHRYMACEAE	*MONKEY-FLOWER FAMILY*
Erythranthe guttata	seep monkeyflower
POLYGONACEAE	*BUCKWHEAT FAMILY*
Persicaria lapathifolia	pale smartweed
*Rumex crispus**	curly dock*
SOLANACEAE	*NIGHTSHADE FAMILY*
Datura wrightii	jimsonweed

SPECIES/SCIENTIFIC NAME	FAMILY/COMMON NAME
ZYGOPHYLLACEAE	*TWINLEAF FAMILY*
*Tribulus terrestris**	puncture vine*

MONOCOTYLEDONES	***MONOCOTS***
POACEAE	*GRASS FAMILY*
*Eragrostis cilianensis**	stinkgrass*
*Lolium perenne**	perennial ryegrass*
Panicum capillare	old witch grass

Floral compendia identified during surveys were recorded in terms of relative abundance and host habitat type. Floral taxonomy used in this report follows the *Jepson Manual* (Hickman 1993) and for sensitive species, the *California Native Plant Society Rare Plant Inventory*, 5th Edition (Pavlik and Skinner 1994). Additional common plant names are taken from Munz (1974) and Sawyer and Keeler-Wolf (2009)

Appendices D Wildlife Species

APPENDIX D

Wildlife Compendia

The following is a list of wildlife species recorded by CASC at the Project Site in Redlands, California on June 27, 2023. Presence may be noted if a species is seen or hears, or identified by the presence of tracks, scat, or other sign.

*Indicates introduced nonnative species

SPECIES/SCIENTIFIC NAME	FAMILY/COMMON NAME
REPTILIA	***REPTILES***
IGUANIDAE	*IGUANID LIZARDS FAMILY*
Sceloporus undulatus	fence lizard
AVES	***BIRDS***
CHARADRIIDAE	*PLOVER FAMILY*
Charadrius vociferus	killdeer
COLUMBIDAE	*PIGEON AND DOVE FAMILY*
Zenaida macroura	mourning dove
CORVIDAE	*CROWS AND RAVENS FAMILY*
Corvus corax	common raven
HIRUNDINIDAE	*SWALLOW FAMILY*
Hirundo rustica	barn swallow
MIMIDAE	*MOCKINGBIRD FAMILY*
Mimus polyglottos	northern mockingbird

Taxonomy and nomenclature follows Beher (1998) and Laudenslayer et.al. (1991. A checklist of the amphibians, reptiles, birds, and mammals of California. California Fish and Game 77:109-141.), Sibley (2000) and the American Ornithologists' Union (1998. The A.O.U. Checklist of North American Birds, 7th Ed. American Ornithologists' Union, Washington D.C.

Cultural and Paleontological Resources Assessment

California Street/Redlands Boulevard Intersection Improvements Project

Redlands, San Bernardino County, California

Prepared for:
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1470 E. Cooley Drive
Colton, CA 92324

Prepared by:
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Duke Cultural Resources Management, LLC
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Irvine, CA 92618

March 2024

Township 1 South, Range 3 West, Sections 19 & 20, USGS 7.5' *Redlands, Calif.*
Keywords: 1.8 acres, Negative Findings

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SUMMARY OF FINDINGS

Duke Cultural Resources Management, LLC (DUKE CRM) is under contract to CASC Engineering and Consulting (CLIENT) to provide cultural and paleontological resources services for the California Street/Redlands Boulevard Intersection Improvements Project (Project) located in the City of Redlands, County of San Bernardino, California. The Project is approximately 1.8 acres in size. The purpose of this study is to document efforts made to comply with the California Environmental Quality Act (CEQA), and to provide the necessary information and analysis to the City of Redlands (City) as the lead agency for CEQA to determine whether the segment of the Mission Creek Chanel located within the Project area is eligible for the California Register of Historical Resources (CRHR). There is no federal nexus on this Project.

The paleontological resources assessment included a records search at the Western Science Center (WSC), archival research, and an intensive pedestrian survey to identify paleontological resources within the Project area. The study did not identify any paleontological resources within the Project. The Holocene-age sediments underlying the Project area are assessed as having a low sensitivity for buried paleontological resources.

The cultural resources assessment included a cultural records search at the South Central Coastal Information Center (SCCIC), a search of the Native American Heritage Commission's (NAHC) Sacred Lands File (SLF), historic archival research from public and private sources, an intensive pedestrian field survey to identify cultural resources within the Project area, and an evaluation of the affected segment of the Mission Creek Channel for eligibility for the CRHR. The records search identified 15 cultural resources within ½ mile of the Project area, 12 of which are historic structures, and one (1) cultural resource within the Project area. This resource, a segment of Redlands Boulevard (P-36-032482), was previously evaluated as ineligible for the National Register of Historic Places (NRHP). Background research, field inspection, and evaluation of the Project property identified one (1) additional cultural resource within the Project area, a segment of the Mission Creek Channel. The current study has evaluated the resource as ineligible for the CRHR. The Project area is therefore assessed as having a low sensitivity for buried prehistoric and historic resources and the two (2) built environment resources within the Project area have been evaluated as ineligible for the CRHR.

Given the current negative findings, archaeological and paleontological monitoring are not recommended during ground disturbance related to implementation of the proposed Project within the Project area. If archaeological or paleontological resources are discovered during Project activities the CLIENT and the City shall be contacted immediately, and a qualified archaeologist or paleontologist shall be retained to investigate the discovery. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. The County Coroner must be notified of the find immediately. If the human remains are determined to be Native American in origin the CITY as lead agency shall comply with the California Native American Graves Protection and Repatriation Act (CalNAGPRA, California Health and Safety Code Section 8010-30) which includes ancestral human remains, funerary objects, sacred objects, and objects of cultural patrimony. The CITY shall consult with local Native American groups that are most likely culturally affiliated with the remains in developing a plan of action for the protection and repatriation of the human remains (43 CFR 10).

In addition, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. In addition, according to the California Health and Safety Code, a cemetery is place where six or more human bodies are buried (Section 8100), and unauthorized disturbance of Native American cemeteries is a felony (Section 7052).

Additional efforts may be necessary if any changes are made to the proposed Project with regards to planned ground disturbing activities.

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ABBREVIATIONS

APN	Accessor's Parcel Number
ATSF	Atchison, Topeka, and Santa Fe Railroad
B.A.	Bachelor of Arts
BERD	Built Environment Resources Directory
BP	before present
CEQA	California Environmental Quality Act
CHL	California Historical Landmarks
CHRIS	California Historical Resources Information System
City	City of Redlands
CLIENT	CASC Engineering and Consulting
CPHI	California Points of Historical Interest
CRHR	California Register of Historical Resources
DPR	Department of Parks and Recreation
DUKE CRM	Duke Cultural Resources Management, LLC
M.A.	Master of Arts
MLD	Most Likely Descendant
CalNAGPRA	California Native American Graves Protection and Repatriation Act
NAHC	Native American Heritage Commission
NRHP	National Register of Historic Places
PCT	Paleocoastal Tradition
PRC	Public Resources Code
Project	California Street/Redlands Boulevard Intersection Improvements Project
Qa	younger Holocene alluvial sand and clay
Qoa	older Pleistocene nonmarine deposits
RCB	Reinforced Concrete Box
RPA	Registered Professional Archaeologist
SCCIC	South Central Coastal Information Center
SHPO	State Historic Preservation Officer
SLF	Sacred Lands File
SOI	Secretary of the Interior
USGS	United States Geographical Survey
WPLT	Western Pluvial Lakes Tradition
WSC	Western Science Center

INTRODUCTION

Duke Cultural Resources Management, LLC (DUKE CRM) is under contract to CASC Engineering and Consulting (CLIENT) to provide cultural and paleontological resources services for the California Street/Redlands Boulevard Intersection Improvements Project (Project) located in the City of Redlands, County of San Bernardino, California (Figure 1). The purpose of this report is to document compliance with the California Environmental Quality Act (CEQA) and to evaluate the segment of the Mission Creek Channel within the Project area for eligibility for the California Register of Historical Resources (CRHR). The City of Redlands (City) is the lead agency for CEQA. There is no federal nexus on this Project.

Project Description and Location

The Project is located at the intersection of California Street and Redlands Boulevard in Redlands, San Bernardino County, California. The City is proposing to reconstruct the northwest corner of the California Street and Redlands Boulevard intersection and widen the west side of California Street. The Project is within the *Redlands, Calif.* 7.5' United States Geographical Survey (USGS) topographic quadrangle within Sections 19 and 20 of Township 1S, Range 3W (Figure 2). The Project footprint is approximately 1.8 acres and spans southbound California Street from approximately 0.1 miles south of Interstate 10 to Redlands Boulevard (Figure 3). The Project footprint also includes a portion of the Mission Creek Channel.

The purpose of the proposed is to reconstruct the northwest corner of the California Street and Redlands Boulevard intersection and widen the west side of California Street. The California Street widening extends approximately 770 feet north of the Redlands Boulevard intersection. The Project site is located south of Interstate 10 (I-10) and extends into a portion of the Mission Zanja Channel. The Project includes storm drain improvements that involve the construction of a triple reinforced concrete box (RCB) culvert and concrete transition structure in the Mission Zanja Channel. The Project area is located on three (3) irregular shaped parcels: Accessor's Parcel Numbers (APNs) 0292-034-10, 0292-034-11 & 0292-034-17.

The City's General Plan Land Use designation for the Project site is Linear Parks for the Mission Zanja Channel (APN: 0292-034-11) and the remaining portion of the site has a Land Use designation of Commercial with a zoning designation of C-3 (General Commercial) (APN: 0292-034-10, 0292-034-17). Additionally, the Project site is in a Transit Village Overlay Zone. The Project site is located within the western portion of the City of Redlands and is surrounded by commercial uses to the north and east, high density residential uses to the southeast, open space to the northwest, high density residential uses within the City of Loma Linda to the west, and an elementary school within the City of Loma Linda to the southwest. Surrounding recreational uses include the multi-use Orange Blossom Trail that runs parallel to the Mission Zanja Channel.

The Project area on the west side of California Street, southbound travel, currently consists of two (2) travel lanes that become one (1) combination right turn lane and through lane, one (1) designated left turn lane, a shoulder, an asphalt berm depression that provides access to the Channel for maintenance, electrical utility poles, and vacant land to the west. The Project area on the north side of Redlands Boulevard currently consists of a concrete sidewalk and commercial driveway that provides access to the Channel for maintenance, a parapet wall that extends from the top of the existing culvert, a traffic signal at the intersection, and electrical utility poles. The Project area within the Mission Zanja Channel currently consists of a culvert with two (2) concrete wingwalls, a parapet wall that projects to Redlands Boulevard, a concrete invert, retaining fences on either side of the channel, and rock lined channel walls and bottom. The Project includes the reconfiguration of the two (2) west lanes (designated combination right turn lane/through travel and travel lane) on California Street, the shoulder, culvert wingwalls, parapet wall, channel bottom, portions of the existing retaining fence, and sidewalk. Additionally, the existing traffic signal at the California Street and Redlands Boulevard intersection and the electrical utility poles on California Street will be relocated.

The City proposes to widen the west side of California Street, north of Redlands Boulevard and south of the existing Anthem Oil gas station. California Street is classified as a Major Arterial roadway and the proposed

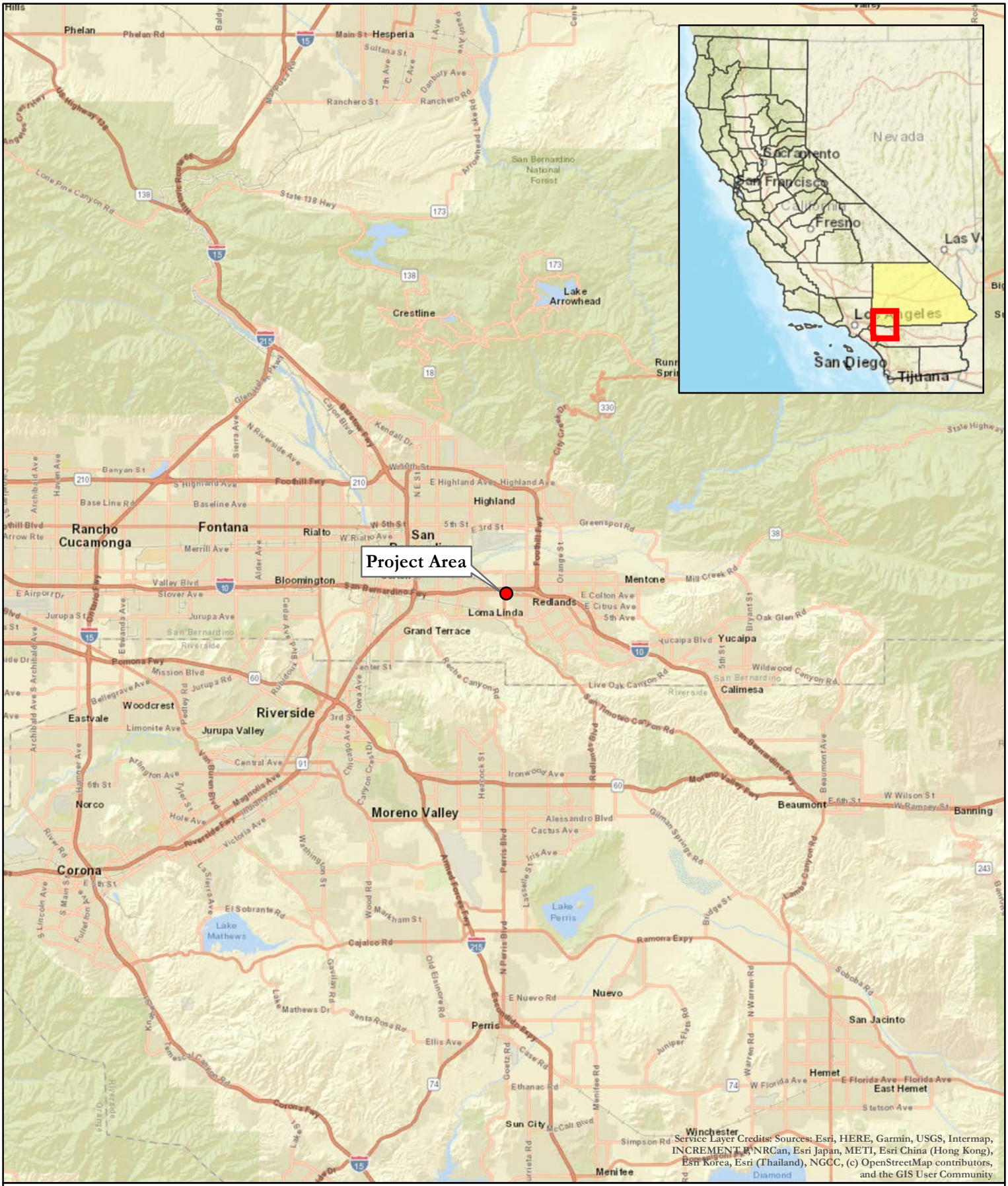

Figure 1. Project Vicinity

California Street - Redlands Boulevard Widening, Redlands, C-0460

DUKE CRM

Project Area

0 6 12 Miles N

1 inch = 6 miles 1:360,000

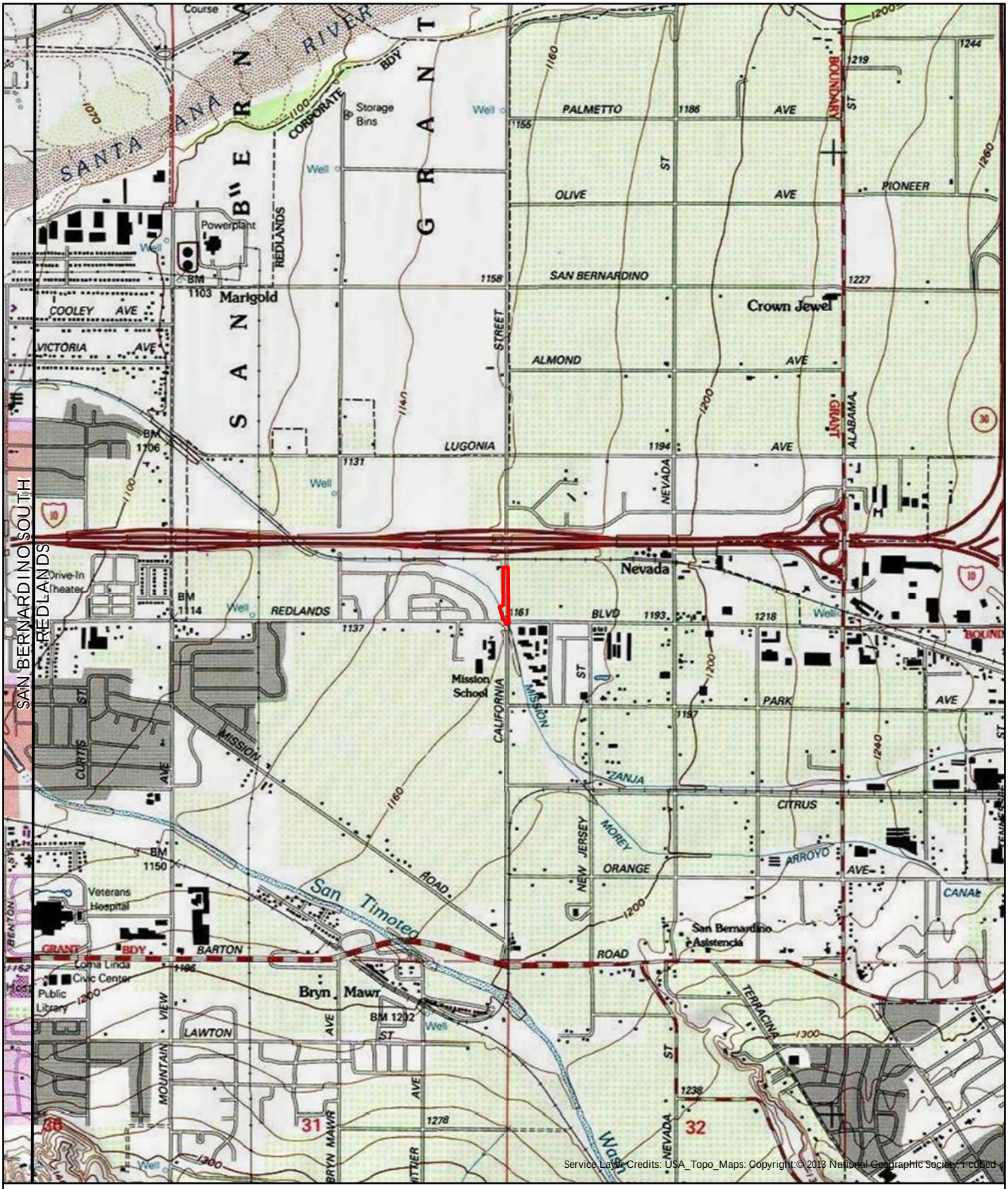

Figure 2. Project Location
California St - Redlands Blvd Widening, Redlands
C-0460

Redlands, Calif USGS 7.5-minute quadrangle
T1S, R3W, Section 19 & 20
Date of Map: 1954 / Photorevised: 1996

Project Area
USGS 7.5' Quads

0 0.25 0.5 Miles
0 0.25 0.5 Kilometers
1 inch equals 2,000 feet 1:24,000

DUKE CRM

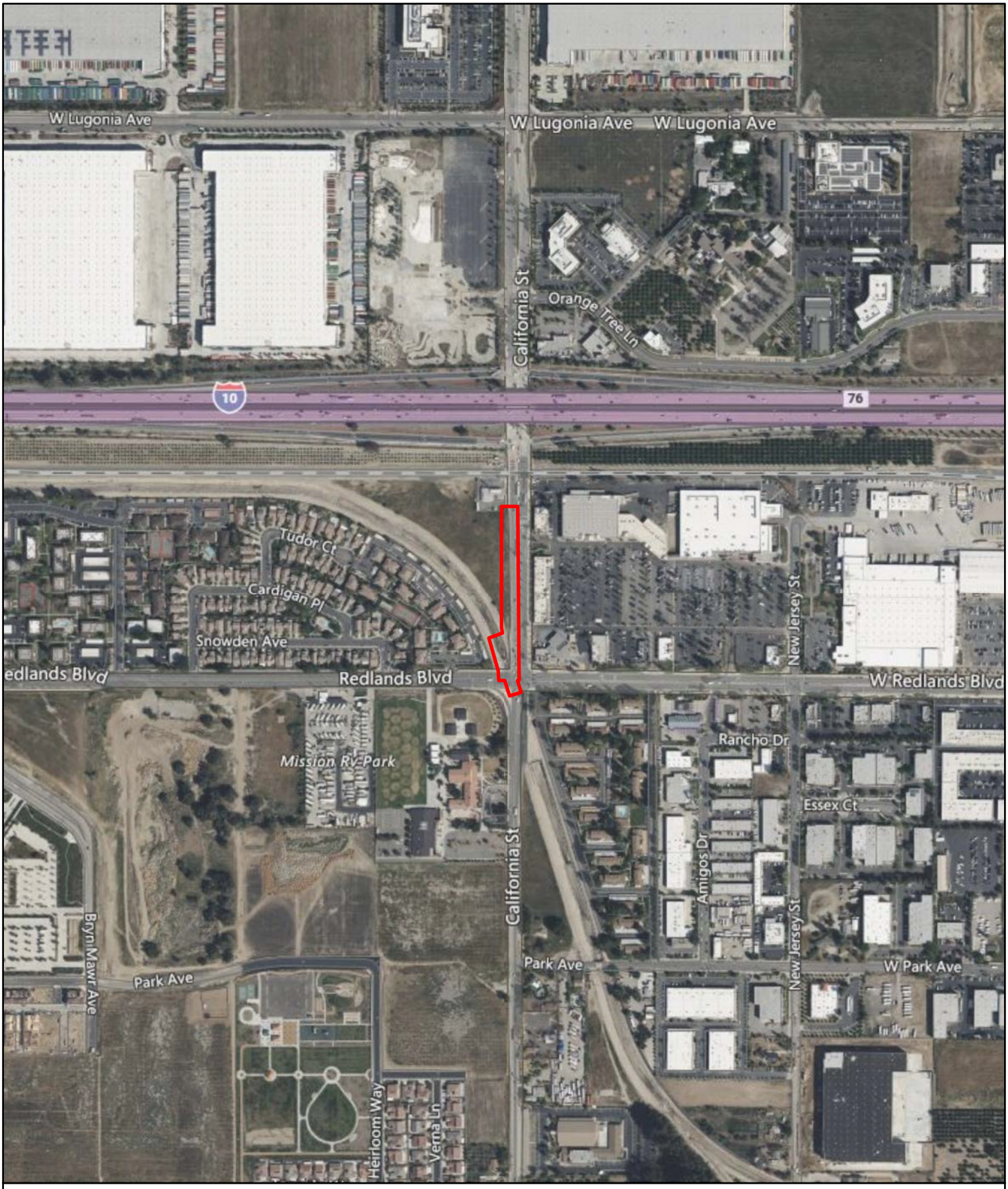

Figure 3. Project Aerial Photo

California Street - Redlands Boulevard Widening, Redlands, C-0460

Project Area

0 300 600 Feet

1 inch equals 600 feet 1:7,200

widening Project is designed to accommodate the high volume of motorists that utilize the roadway to travel between residential areas, major activity centers, and the I-10 and I-215 freeways. The proposed widening of California Street consists of the construction of one (1) designated right turn lane, two (2) travel lanes, a 6.5-foot-wide concrete sidewalk with curb and gutter, and a 24-foot-wide concrete sidewalk depression to provide access to the Channel for maintenance. The specifications for the sidewalk and gutter improvements meet the requirements of the City's Standard Specifications and Detail Drawings for Design Construction of Public Improvements guidelines (PW Standards).

The proposed storm drain improvements consist of the construction of an RCB triple culvert totaling fifty-four (54) feet wide and eleven (11) feet tall in the Mission Zanja Channel. The RCB culvert is comprised of concrete transition structures, a sloped concrete invert, the installation of a guard rail, and a 6-foot-tall chain link fence. The specifications for the culvert are in accordance with the County of San Bernardino Flood Control Standards and the Standard Plans for Public Works Construction (SPPWC) Standards. Construction of the Project is proposed to commence in Spring 2024 and be completed by Winter 2024.

Regulatory Context

Existing state, and local regulations require the identification of historic properties and cultural and paleontological resources during the planning stage of new projects.

CEQA

CEQA guidelines define a *historical resource* as a resource listed in or determined eligible for listing in the California Register of Historical Resources (CRHR). This includes cultural resources that have been determined eligible for a local register through a local historical resources survey. A resource may be considered potentially eligible for listing in the CRHR if it meets any of the four criteria listed below:

1. It is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
2. It is associated with the lives of persons important in our past.
3. It embodies the distinctive characteristics of a type, period, region, or method of construction; represents the work of an important creative individual; or possesses high artistic values.
4. It has yielded or has the potential to yield information important in prehistory or history.

To be considered a *historical resource* a cultural resource must also possess integrity of location, design, setting, material, workmanship, feeling and association. *Integrity* is defined as the ability of a historical resource to convey its significance. The facet of integrity that is most important will depend on the property being evaluated and on the particular CRHR criterion under which the resource is considered eligible for listing.

CEQA further stipulates that the lead agency consider whether the project will significantly affect *unique archaeological resources* that may be ineligible for listing in the CRHR, and to avoid these unique archaeological resources when possible or to mitigate any effects to less than significant levels (Public Resources Code [PRC] 21083.2). A *unique archaeological resource* is defined as an archaeological artifact, object, or site which clearly demonstrates with a high probability that it meets, without merely adding to the current body of knowledge, any of the following criteria:

1. It contains information needed to answer important scientific research questions and there is a demonstrable public interest in that information.
2. It has a special and particular quality such as being the oldest or best available example of its type.
3. It is directly associated with a scientifically recognized important prehistoric or historic event or person.

Impacts to non-unique archaeological resources are generally not considered a significant environmental impact (PRC section 21083.2(a); CEQA Guidelines section 15064.5(c)(4)). However, if a non-unique archaeological

resource qualifies as a Tribal Cultural Resource (PRC 21074(c); 21083.2(h)), further consideration of significant impacts is required.

CEQA provides protection for paleontological resources if they represent "a unique paleontological resource or site" (Section V(c) of Appendix G). CEQA does not provide a specific definition of *unique*, but in their discussion of paleontological resources under CEQA, Scott and Springer (2003) establish five criteria for determining if a fossil or resource is scientifically significant:

1. The fossils provide data on the evolutionary relationships and developmental trends among organisms, both living and extinct.
2. The fossils provide data useful in determining the age(s) of the associated rock unit or sedimentary stratum, including data important in determining the depositional history of the region and the timing of geologic events therein.
3. The fossils provide data regarding the development of biological communities or interaction between paleobotanical and paleozoological biotas.
4. The fossils demonstrate unusual or spectacular circumstances in the history of life.
5. The fossils are in short supply and/or in danger of being depleted or destroyed by the elements, vandalism, or commercial exploitation, and are not found in other geographic locations.

SETTING

Natural Setting

California is divided into 11 geomorphic provinces, each naturally defined by unique geologic and geomorphic characteristics. The Project is located in the northeastern portion of the Peninsular Ranges geomorphic province. The Peninsular Ranges province is distinguished by northwest trending mountain ranges and valleys following faults branching from the San Andreas Fault. The Peninsular Ranges are bound to the east by the Colorado Desert and extend north to the Transverse Ranges beginning at the San Bernardino – Riverside county line (Norris and Webb 1976), west into the submarine continental shelf, and south to the California state line.

The Project area consists of an approximately 1.8-acre area in the City of Redlands, approximately 1.75 miles northwest of the foothills of the San Jacinto Mountains and approximately 3.5 miles southwest of the foothills of the San Bernardino Mountains in southwestern San Bernardino County (see Figures 1 and 2). The Project area is approximately 1,150 feet above sea level.

The Project area is geologically and geographically characterized by younger Holocene alluvial sand and clay (*Qa*) overlying older Pleistocene nonmarine deposits (*Qoa*), with outcroppings of these Pleistocene deposits throughout the hills to the south (Rogers 1965). Soils within the Project area consist primarily of Hanford series granitic sandy loam deposits. These deposits are generally deep, well-drained, and coarse-grained, and form on floodplains and alluvial fans (SoilWeb 2023).

Cultural Setting

Prehistory

Two primary regional schemas are commonly cited in the archaeological literature for western San Bernardino County where the Project is located. These schemas or syntheses generalize the presence or absence of certain artifact types into explanatory frameworks of temporal chronologies and/or subsistence practices. Schemas are necessary because many archaeological sites lack absolute datable material (ex. Carbon for radiometric ^{14}C dating) and so researchers need to cross-date sites by comparison to either coastal or desert chronologies with established chronological sequences backed by absolute dates. In western Riverside County, it is thought to be the meeting ground of both coastal and inland desert schemas and neither exclusively explains prehistoric finds.

The first schema, advanced by Wallace (1955), defines four cultural horizons for the southern California coastal province, each with characteristic local variations:

I. Early Man (~9000–8500 B.P.) is a hunting culture based on almost exclusive evidence of chipped-stone hunting materials: dart points, scrapers, choppers, and bifaces.
II. Milling Stone (8500–4000 B.P.) reflects a change to a more sedentary, plant-collecting lifestyle as evidenced by the introduction and dominance of milling stone artifacts and a decrease in well-made projectile points.
III. Intermediate (4000–1500 B.P.) is characterized by a larger dependency on hunting, use of the dart and atlatl, and the shift from using the mano/metate to mortar/pestle. However, knowledge of this horizon suffers from lack of knowledge about what occurred during this time, not a lack of inhabitants along the southern California coast.
IV. Late Prehistoric (1500~200 B.P.) contains a more nuanced artifact assemblage indicative of a more complex lifestyle and an increase of population. This horizon is characterized by an increase in bow and arrow use, steatite containers, pottery, circular fish hooks, perforated stones, asphaltum, diversified bone tools, ample shell ornaments, and elaborate mortuary customs.

Warren and Crabtree (1986) employ a more ecological approach to the deserts of southern California, defining five traditions in prehistory:

I. Lake Mojave (12000–7000 B.P.)
II. Pinto (7000–4000 B.P.)
III. Gypsum (4000–1500 B.P.)
IV. Saratoga Springs (1500–800 B.P.)
V. Shoshonean (800~200 B.P.)

Warren and Crabtree (1986) viewed cultural continuity and change in terms of various significant environmental shifts, defining the cultural ecological approach for archaeological research of the California deserts. The authors viewed changes in settlement pattern and subsistence as cultural adaptations to a changing environment, beginning with the gradual environmental warming in the late Pleistocene, the desiccation of the desert lakes during the early Holocene, the short return to pluvial conditions during the middle Holocene, and the general warming and drying trend, with periodic reversals, that continues to this day. The work by Warren and Crabtree (1986) is built upon, in part, by Warren (1980) in which he argued for a chronology based on projectile points as period markers backed by radiocarbon assays providing absolute dates.

The two schemas contrast in important ways. The units employed by Warren (1968) are "traditions," and in contrast to Wallace (1955), traditions may be spatially restricted but display temporal continuity. For Wallace, "horizons" or "periods," are extensive through space but restricted in time. More recent schema have been attempted to reconcile these differences. Koerper and Drover (1983) synthesized chronologies for coastal southern California and employed Wallace's (1955) horizon terminology but use radiometric data to sequence stylistic changes observed in the artifact assemblages, which they interpreted as material indication of cultural change through time. Regardless of the overall schema to best explain the prehistory of western Riverside County, the region can be understood within broad chronological frameworks and as the meeting ground of the coastal and desert subsistence patterns.

Early Holocene (11,600 – 7,600 BP)

Traditional models of the prehistory of California hypothesize that its first inhabitants were the big game hunting Paleoindians who lived at the close of the last ice-age (~11,000 years before present [BP]). As the environment warmed and dried, large Ice Age fauna died out, requiring adaption by groups to survive. The western Great Basin and deserts of southern California were characterized by large pluvial (rainfall-fed) lakes, streams, marshes, and grasslands. The human response to this environment is known as the Western Pluvial

Lakes Tradition (WPLT) (Moratto 1984). The WPLT is generally identified by an advanced flaked-stone industry of foliate knives/points, Silver Lake and Lake Mojave points, lanceolate bifaces, and long-stemmed points. Other flaked-stone tools include crescents, scrapers, choppers, scraper-planes, hammer stones, cores, drills, and gravers. People of this period hunted diverse populations of smaller animals and collected a wide number of plants from diverse eco-zones. Importantly, this period lacks widespread evidence of milling stones, and, therefore, hard seed processing was likely not widely practiced. Sites are generally found along the shores of former pluvial lakes, marshes, and streams (Moratto 1984). The desert manifestation of the WPLT is the Lake Mojave Complex, while along the coast the WPLT is seen in the San Dieguito Complex. Along the coast, rising sea levels created bays and estuaries. Following initial settlement along the coast, groups adopted marine subsistence including fish and shellfish. These shell middens contain flaked cobble tools, metates, manos, discoidals, and flexed burials and allowed for a semi sedentary lifestyle (Byrd and Raab 2007). Eventually, shellfish became the primary source of food, while plant gathering, hunting and fishing were less important.

The Paleocoastal Tradition (PCT) has many similarities to the WPLT but it reflects a coastal adaptation (Davis et al. 1969). PCT sites are located along bays and estuaries. Subsistence patterns indicate the eating of mollusks, sea mammals, sea birds, and fish in addition to land plants and animals. The argument for a PCT has gained momentum. This is based on a vast amount of recent research that has been conducted along the California coast and the Channel Islands (Byrd and Raab 2007). A recent study dates habitation on San Miguel Island back to ~11,300 BP (Daisy Cave), while a site on San Clemente (Eel Point) shows that a Paleocoastal Tradition was entrenched at Eel point in the early Holocene, with the hunting of seals, sea lions, and dolphins, as well as the gathering of shellfish.

Middle Holocene (7,600 – 3,650 BP)

The middle Holocene was a time of change and transition. As conditions continued to warm and dry, lakes and streams in the desert disappeared, and ancient inhabitants shifted to a mixed food procurement strategy with emphasis on gathering shellfish, grasses, and hard seeds. Fishing and the hunting of smaller animals played a less significant role in day-to-day activity. This shift in subsistence is what Wallace (1955) named the Millingstone Horizon and this name has continued among archaeologists studying the coastal province of southern California. Large habitations are seen in the inland areas and considerable variability is seen along coastal occupation of southern California. Trade networks are postulated by researchers that have dated *Olivella* grooved rectangle shell beads as far north as central Oregon dating to 4,900-3,500 BP (Byrd and Raab 2007). Characteristics of middle Holocene sites include ground stone artifacts (manos and metates) used for processing plant material and shellfish, flexed burial beneath rock or milling stone cairns, flaked core or cobble tools, dart points, cogstones, discoidals, and crescentics.

Late Holocene (3,650 – 233 BP)

During the late Holocene there was a migration of Takic speakers from the San Joaquin Valley into southern California (Sutton 2009, 2010). Characteristics of the late Holocene include the introduction of the bow and arrow, mortar and pestle, use of ceramics, and a change to more complex and elaborate mortuary behaviors. Technologies associated with marine resource exploitation proliferated and diversified. The climate fluctuated with periods of drought alternated with cooler and moister periods (Vellanoweth and Grenda 2002; Byrd and Raab 2007; Jones et al. 2004). This resulted in dynamic regional cultural patterns with considerable local variation. Byrd and Raab (2007) suggest that foragers in southern California over-exploited high-ranked food, such as shellfish, fish, marine and land mammals, and plant remains. This led to resource depression, causing people to forage more costly resources that were more abundant. Throughout this period, economic and social diversity flourished and became increasingly complex, and populations continued to grow.

Ethnography

The Project is located in an area that was shared between several Native American groups at the time of European contact. Groups that traditionally used the area included the Cahuilla, Gabrieleno, and Serrano. These groups are all members of the Takic subfamily family of the Uto-Aztecan language family (Moratto 1984),

which is thought to have entered the southern California or the Mojave Desert region roughly 3,500 – 1,500 years BP (Sutton 2009).

Cahuilla

Cahuilla territory included the Coachella Valley as well as the San Jacinto and Santa Rosa mountain ranges. The Cahuilla called themselves the *Iviatim*; the word "Cahuilla" is likely derived from *kawi'a*, the word for "master" in the Cahuilla dialect *ivia*. This dialect belongs to the Cupan language subgroup of the Takic language family. Bean and Smith (1978) estimated that the Cahuilla numbered between 6,000 and 10,000 at the time of Spanish contact. Although ethnographers categorize the Cahuilla population by habitation locale (Mountain, Pass, and Desert), the Cahuilla divided themselves first into two moieties (Wildcat and Coyote) with subdivisions based on patrilineal descent clans and further subdivisions within clans based on politically important lineages. According to Franciscan Mission records and ethnographic information, each lineage occupied their own village (Earle 2004). The nearest ethnographically known Cahuilla village to the Project is *Saxhatpa*, located approximately nine (9) miles southeast of the Project.

Cahuilla clans were led politically and ceremonially by a Chief, or *Net*. The *Net* controlled the sacred dance house and the sacred bundle, *masut*, which consisted of matting wrapped around items sacred to the clan. The *masut* was the sacred expression of each clan. Like other Takic-speaking groups, the Cahuilla would publicly gather for the naming of children, marriage, male and female initiation ceremonies, the ascendency of a *Net*, Eagle-Killing ceremonies, and mourning ceremonies. Mourning ceremonies took place as a way to collectively mourn all those that had died since the previous mourning ceremony. Each person was cremated along with his or her possessions in a ceremony separate from the larger mourning ceremony. Mourning ceremonies were one of the most important ceremonies in that sacred songs were sung, sacred dances were danced, and moieties exchanged food and other valued goods (Bean 1972; Hooper 1920).

The three ethnographically documented Cahuilla habitation zones (Mountain, Pass, and Desert) serve as guidelines for understanding their subsistence practices. In general, the Mountain and Pass Cahuilla diet emphasized acorn, yucca, agave, and pinyon gathering in the mountain and foothill regions. In contrast, the Desert Cahuilla focused on the gathering of mesquite, cactus, and hard seeds. These are generalizations, however, and Desert Cahuilla sometimes utilized resources in the foothills (Bean and Saubel 1972). The Cahuilla were also observed to cultivate small quantities of corn, beans, squash, pumpkins, melons, and wheat as early as 1824 by the Romero expedition. These crops potentially made their way to the region from the Colorado River area, and ethnographic interviews suggest that cultivation of these crops was a recent practice at that time (Bean et al. 1995).

Gabrieleno

The Gabrielino are one of the least known Native American groups in California. Generally, their territory included all of the Los Angeles Basin, portions of the Santa Ana and Santa Monica mountains, the coastline spanning from Topanga Canyon in the north to Aliso Creek in the south, and the southern Channel Islands (McCawley 1996). The name "Gabrielino" was given by the Spanish to the Native Americans that lived within the influence of Mission San Gabriel Arcángel. The Gabrielino spoke a dialect of the Cupan group of the Takic language family.

Groups of Gabrielino lived in autonomous villages. The nearest ethnographically known Gabrieleno villages to the Project are *Wa'Aachnga*, located approximately two (2) miles northeast, and *Homhoa*, located approximately three (3) miles northwest. Villages were typically located within or near protected areas like canyons, foothills, and coves, with access to bodies of water and areas suitable for hunting, fishing, and collecting. Acorns and shellfish were staples in the diet of the Gabrielino, though types and quantities of these and other foods varied by season and locale. Other important food sources included grasses, seeds, deer, rabbits, woodrats, mice, ground squirrels, quail, doves, waterfowl, fish, shellfish, and marine mammals. Each village typically had a chief who controlled religious, economic, and warfare authorities. The chief generally had an advisory council to

assist with making important decisions and conducting important rituals. These positions were hereditary and were passed down from generation to generation (Bean and Smith 1978a).

Serrano

The Serrano inhabited the San Gabriel and San Bernardino Mountains, the Mojave Desert, and the San Bernardino Valley. The Serrano language is a dialect of the Serran subgroup of the Takic language family (Bean and Smith 1978b). Various ethnographies divide the Serrano into two groups (Mountain and Desert Serrano). The Desert Serrano were uniquely adapted to living year-round in desert conditions, with some expeditions to higher altitudes and to the Colorado River to collect varied resources.

The Serrano lived in small villages near permanent water sources. Sutton and Earle (2017) estimated the population of Desert Serrano to be approximately 700 in 1776. The nearest ethnographically known Serrano village to the Project is *Amutskupiabit*, located approximately 23 miles northwest. Villages were usually composed of related family lineages. Like the Cahuilla, the Serrano had two patrilineal moieties, Wildcat and Coyote. These moieties commonly intermingled for marriage, economic reciprocity, or ritual, and villages often consisted of two or more lineage sets bound by these factors (Bean and Smith 1978b). Structures within villages were thatched of brush or reeds, and consisted of dwellings, ramadas, granaries, sweathouses, a ceremonial structure, and a cemetery. The Serrano cremated their dead and participated in mourning ceremonies. The spiritual leader of the village, known as the *ki-ka?*, lived in the ceremonial structure and maintained the village's rituals and ceremonies. The Serrano divided control of the sacred space and ceremony between the two moieties, a practice unique among Takic-speaking groups (Bean and Smith 1978b).

The Serrano were hunter-gatherers who exploited a wide variety of resources based on specific environment and seasonality. They gathered desert plants including Joshua Tree flowers, mesquite bean, yucca, cacti, and desert seed plants, and also gathered higher elevation plants such as pinyon nuts and acorns. A wide variety of large and small game was hunted. Food preparation implements included earth ovens, watertight baskets, heated stones, shallow trays, metates, wooden and stone manos, flint knives, stone and bone scrapers, pottery trays and bowls, baskets, and horn and bone spoons and stirrers. The Serrano regularly traded with groups along the Colorado River and along the coast (Bean and Smith 1978b).

History

In California, the historic era is generally divided into three periods: the Spanish or Mission Period (1769 to 1821), the Mexican or Rancho Period (1821 to 1848), and the American Period (1848 to present). The Spanish government began establishing missions in San Diego in 1769 to facilitate colonization and deter rival European nations. In 1819, near the end of the period of Spanish colonization of California, an Asistencia mission was established in what is now Redlands to serve the nearby Mission San Gabriel in the Los Angeles area.

The first Europeans to explore the coast of California belonged to the 1542 expedition of Juan Rodriguez Cabrillo. Europeans are thought to have first visited the interior of California in 1769, when Gaspar de Portola led an overland expedition from San Diego to Monterey. Two later expeditions were led by Juan Bautista de Anza in 1774 and 1775 from Sonora, Mexico through southwestern Arizona and southern California (Brown 2001).

Mexico won independence from Spain in 1822. The Mexican Period is largely identified with the ranchos bestowed to individuals through the land grant system as well as the secularization of the missions, which began in 1826 after a decree from Governor Jose Maria Echeandia (Engstrand and Ward 1995). The Project is located on land that was part of the original *Rancho San Bernardino* Spanish land grant deeded to the Lugo and Sepulveda families by Governor Juan B. Alvarado during the Mexican Period in 1842 (Ogden 1862).

The Mexican Period ended in California on June 14, 1846, when a band of American settlers supported by explorer John C. Fremont captured Mexican general Mariano Guadalupe Vallejo in a raid in Sonoma. This became known as the "Bear Flag Revolt," and it established the short-lived California Republic, which ended

on July 7, 1846 when U.S. Navy forces captured Monterey. The war between the U.S. and Mexico ended in 1848 with the signing of the Treaty of Guadalupe Hidalgo, which greatly expanded U.S. Territory including California in exchange for $15 million paid to Mexico (Rolle 2003).

California became a state in 1850 and a major destination for Anglo-American settlers from the eastern side of the U.S., in large part due to the publicized discovery of gold in the Sierra Nevada foothills. Between 1850 and 1900, the population of California grew dramatically from approximately 93,000 to 1,500,000 (U.S. Census 1995). Although property rights of rancho owners were secured by the Treaty of Guadalupe Hidalgo, many ranchos were transferred and subdivided as California transitioned from a ranching to an agricultural economy. Anglo-American settlers and immigrants from Europe and Asia, and Central and South America all settled into the Los Angeles Basin.

The following is a history of the Mission Creek Canal that lies within the Project area. It is summarized from the California Department of Parks and Recreation (DPR) forms prepared by Dana Supernowicz (Appendix B):

The historic context for the Mission Creek Channel lies with the Mission Zanja Canal, which was constructed through Redlands in 1819 by Mission Indians to provide water for the San Bernardino de Sena Estancia Mission outpost. The priests of the Estancia contracted with a local Native American tribe to build a twelve-mile irrigation ditch, or *zanja*, to irrigate the farms being built in the area. This canal formed the basis of what is still the *zanja* today. In 1834, the Asistencia was ransacked by a neighboring tribe and the canal was left in disrepair for the next five years until 1839, when Jose del Carmen Lugo received a charter from the Mexican government for eight leagues worth of the Rancho San Bernardino area. This grant included not only the old Asistencia, but also a water right to the *zanja* and the water it brought to the area. This began a permanent resettlement of the San Bernardino area (Fields 2021; Ramos 2009).

The Lugo family sold a large portion of the Rancho San Bernardino and accompanying *zanja* water rights to the Mormon Church in 1851, the year after California was admitted to the Union. By 1859, as ranches expanded in the area, litigation began regarding water rights and allocation plans. The water carried by the *zanja* was the lifeblood of the region, and the number of lawsuits filed over water rights reflects its importance. The Crafton Water Company was formed in 1882 by a group of upstream *zanja* users to consolidate the flow of the *zanja* into one central distribution mechanism. By 1910, the population of the City of Redlands had grown to over 10,000, and in 1926 the City voted to issue a bond to begin purchasing water rights from *zanja* owners. By 1939, the City owned approximately 40 percent of the total hours of allocated water use and Crafton Water owned over 50 percent, with private owners accounting for only eight (8) percent of water rights ownership. Today, the City and Crafton Water still own approximately half of the allocated flow hours and use more efficient intake mechanisms than the original dirt-lined canals, but the *zanja* itself remains largely intact (Fields 2021; Ramos 2009). The *zanja* is a California Historical Landmark designated on August 1, 1932 within the City of Redlands.

METHODS

Personnel

The records search and field survey were conducted by Alexandria Bulato, Bachelor of Arts (B.A.). Ms. Bulato is the Archaeologist assigned to the Project for DUKE CRM and is the primary author of this report. Ms. Bulato holds a B.A. in Anthropology with an emphasis in archaeology from California State University, San Bernardino. She has worked in all phases of archaeology since 2016 throughout southern and central California and parts of Arizona and is cross-trained in the identification of paleontological resources.

Historic and architectural evaluation of the segment of the Mission Creek Channel within the Project boundary was conducted by Dana Supernowicz, Master of Arts (M.A.), Registered Professional Archaeologist (RPA). Mr. Supernowicz meets the professional qualifications of the Secretary of the Interior (SOI) for prehistoric and historical archaeology and historic architecture. He has worked in all phases of archaeology and historic

preservation since 1976. Mr. Supernowicz holds an M.A. in History from California State University, Sacramento. Mr. Supernowicz has worked as a Principal Section 106 reviewer for the State Historic Preservation Officer (SHPO) and as a Principal Architectural Historian for Caltrans. He has been the Principal Architectural Historian for Historic Resource Associates since 1985.

All work was conducted under the direct supervision of Curt Duke, M.A., RPA. Mr. Duke is the Principal Archaeologist of DUKE CRM. Mr. Duke meets the professional qualifications of the SOI for prehistoric and historical archaeology and has worked in all phases of archaeology (archival research, field survey, testing and data recovery excavation, laboratory analysis, construction monitoring) since 1994. He is also listed on the County of Riverside's list of qualified archaeologists. Mr. Duke holds an M.A. in Anthropology with an emphasis in archaeology from California State University, Fullerton. Mr. Duke has worked throughout southern and northern California and parts of Arizona and Nevada (Appendix A).

Literature Review

Paleontological Records Search

On December 19, 2022, DUKE CRM requested that the Western Science Center (WSC) in Hemet, California perform a paleontological records search for known fossil localities within and in the vicinity of the Project.

Cultural Records Search

On January 9, 2023, Alexandria Bulato, archaeologist with DUKE CRM conducted a records search at the South Central Coastal Information Center (SCCIC). The SCCIC, located at California State University, Fullerton, is part of the California Historical Resources Information System (CHRIS). The records search included a review of all recorded cultural resources and reports within a ½-mile radius of the Project. This research was undertaken to establish the status and extent of previous surveys in the Project and to note what types of cultural resources have been identified or might be expected to occur within or adjacent to the Project.

Native American Heritage Commission Sacred Lands File

A Sacred Lands File (SLF) search request was submitted to the Native American Heritage Commission (NAHC) by DUKE CRM on March 8, 2023. The purpose of this request was to ascertain the presence of known sacred sites within and near the proposed Project, and to obtain a list of tribal organizations who may have knowledge of cultural resources in or near the Project area.

Additional Research

The records searches were supplemented by a review of both published and unpublished materials. The California Built Environment Resources Directory (BERD) was examined. The BERD is maintained by the SHPO and includes the National Register of Historic Places (NRHP), CRHR, California Historical Landmarks (CHL), and California Points of Historical Interest (CPHI). Additionally, a review of historical aerial photographs and topographic maps was conducted using the University of California, Santa Barbara's online *FrameFinder* program and the USGS Historical Topographic Map Explorer. The internal archives at DUKE CRM were also inspected for relevant background information.

Field Inspection

On January 13, 2023, Alexandria Bulato, archaeologist with DUKE CRM conducted an intensive pedestrian survey of the entire 1.8-acre Project area. Ms. Bulato is cross-trained in the identification of paleontological resources. The purpose of the pedestrian survey was to characterize and document the Project area, document the Mission Creek Channel for recordation and evaluation for eligibility for the CRHR, and to identify additional cultural resources or potential paleontological resources within the Project area. Pedestrian survey transects were spaced no greater than 15 meters apart. A Spectra GPS and field map were used to locate the Project boundary. Photographs of the Project property were taken with a Google Pixel 5a smartphone camera.

CRHR Evaluation

The segment of the Mission Creek Channel within the Project boundary was assessed for eligibility for listing on the CRHR by Dana Supernowicz, M.A., RPA. This assessment was based on historical research and on the field inspection of the Project property.

The regulatory framework for this historic resource evaluation lies within the guidelines imposed for CEQA and the CRHR under PRC section 5024.1. CEQA guidelines define a significant cultural resource as a resource listed or eligible for listing in the CRHR. A historical resource may be eligible for listing in the CRHR if it:

1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important to prehistory or history.

Additionally, to be eligible for listing in the CRHR, a property must possess integrity in addition to meeting one of the four significance criteria. Integrity is defined in CRHR guidelines as "the ability of a property to convey its significance." The CRHR criteria recognize seven aspects of integrity: integrity of location, design, setting, material, workmanship, feeling, and association.

Even if a resource is not listed in, or determined eligible for listing in, the CRHR, the lead agency may consider the resource to be an "historical resource" for the purposes of CEQA provided that the lead agency determination is supported by substantial evidence (CEQA Guidelines 14 CCR 15064.5).

According to CEQA guidelines, a project with an effect that may cause a substantial adverse change in the significance of a historical resource, or a unique archaeological resource is a project that may have a significant effect on the environment (14 CCR 15064.5[b]). CEQA further states that a substantial adverse change in the significance of a resource means the physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired. Actions that would materially impair the significance of a historical resource are any actions that would demolish or adversely alter those physical characteristics of a historical resource that convey its significance and qualify it for inclusion in the CRHR or in a local register or survey that meet the requirements of PRC 5020.1(k) and 5024.1(g).

RESULTS

Literature Review

Paleontological Records Search

The WSC responded on January 12, 2023 indicating that no fossil localities were documented within the Project or the surrounding one-mile radius. The geology within the Project has been mapped by Dibblee and Minch (2003, 2004). This geologic mapping indicates that the Project is underlain by Holocene-age alluvial sand and clay deposits (*Qa*) dating to the Holocene; although these units are conducive to the preservation of biological material, they are considered to have low paleontological sensitivity due to their relatively modern age.

Cultural Records Search

Review of SCCIC data indicates a total of 15 cultural resources have been previously documented within ½ mile of the Project area (Table 1; Appendix C).

Twelve (12) of the previously documented resources are historic structures. These structures include the Mission School, the San Bernardino County Museum, five (5) single-family residences, one (1) commercial building, one (1) farm, two (2) historic road segments, and a segment of the Morey Arroyo which, like the

Mission Creek Channel, is associated with the Mission Zanja. One (1) of the road segments has been previously identified adjacent to and within the Project. This resource, P-36-032482, is a 3.5-mile segment of Redlands Boulevard that was recorded in 2017 and evaluated as not eligible for the NRHP. The BERD did not identify any cultural resources within the Project.

The other three (3) previously documented resources are archaeological sites. These include a subsurface historic refuse scatter consisting of seven (7) glass bottles, the buried remains of a historic irrigation feature, and a prehistoric isolated artifact, a bifacial granite mano.

Table 1. Previously Identified Cultural Resources Within ½ Mile of the Project area

Resource No.	Site Type	Description	NRHP/CRHR Eligibility	Distance from Project area
P-36-007139	Historical structure	Marigold Farms	Not evaluated	0.2-mile NW
P-36-013887	Historical structure	Single family residence	Not evaluated	0.1-mile W
P-36-013893	Historical structure	Historic structure	Not evaluated	0.3-mile S
P-36-015135	Historical structure	San Bernardino County Museum	Not evaluated	0.15-mile NW
P-36-019921	Historical structure	Single family residence	Not evaluated	0.25-mile S
P-36-019922	Historical structure	Single family residence	Not evaluated	0.4-mile S
P-36-019923	Historical structure	Single family residence	Not evaluated	0.2-mile SW
P-36-019924	Historical structure	Commercial building	Not evaluated	0.15-mile SW
P-36-019925	Historical structure	Single family residence	Not evaluated	0.1-mile SW
P-36-027671	Historical structure	Historic road segment	Not evaluated	0.5-mile S
P-36-029388	Historical structure	Flood control channel	Not evaluated	0.35-mile SE
P-36-029539	Prehistoric isolate	Prehistoric isolated artifact	Not evaluated	0.25-mile SW
P-36-032482	Historical structure	Historic road segment	Evaluated not eligible for NRHP	Adjacent to Project
P-36-032950	Historical site	Historic refuse scatter	Not evaluated	0.05-mile S
P-36-033080	Historical isolate	Historic isolated artifact	Not evaluated	0.2-mile SW

SCCIC data indicates that 22 cultural resource studies have been conducted within ½ mile of the Project (Table 2). Of these, four (4) studies (SB-0557, -1764, -2853, and -3287) cover portions of the Project area. These studies were completed within or adjacent to the Project between 1978 and 1997 and did not document any cultural resources within or directly adjacent to the Project area.

Table 2. Cultural Resource Reports within ½ Mile of the Project area

Report No.	Year	Report Title	Author(s)
SB-00447	1976	Development of Water Facilities in the Santa Ana River Basin, California, 1810-1986	Scott, M.B.

Report No.	Year	Report Title	Author(s)
SB-00557	1977	Archaeological-Historical Resources Assessment of Project Site Located on the North Side of Redlands Boulevard and West of California Street in the Bryn Mawr Area	Hearn, Joseph E.
SB-00600	1978	Archaeological-Historical Resources Assessment of Approximately Eight Acres at the Northeast Corner of Redlands Boulevard and Bryn Mawr Avenue, Loma Linda Area	Hearn, Joseph E.
SB-00647	1978	Archaeological-Historical Resources Assessment of 63 Acre Parcel of Land Located on the North Side of Redlands Boulevard Between Mountain View Avenue and Bryn Mawr Avenue, Loma Linda-Redlands Area	Hearn, Joseph E.
SB-00931	1980	Cultural Resources Assessment of the West Portion of Assessor's Parcel Number 262-061-11, Redlands Area	Smith, Gerald A.
SB-01160	1981	Cultural Resources Assessment of the Old San Bernardino Mission District, 315 Acres Northeasterly Planning Area, City of Loma Linda	Smith, Gerald A., Michael K. Lerch, and Arda Haenszel
SB-01425	1984	Man and Settlement in the Upper Santa Ana River Drainage: A Cultural Resources Overview	Altschul, Jeffrey H., Martin R. Rose, and Michael K. Lerch
SB-01764	1988	A Windshield Survey and Preliminary Architectural/Historical Inventory of Loma Linda, California	Hatheway, Roger G.
SB-01837	1988	Prehistoric Sites in the Prado Basin, California: Regional Context and Significance Evaluation	Goldberg, Susan K. and Jeanne E. Arnold
SB-02625	1992	Cultural Resources Assessment of the Barton Center of Redlands, Marigold Farms, City of Redlands, San Bernardino County, California	Swope, Karen K. and Michael K. Lerch
SB-02853	1991	Cultural Resource Investigation: Inland Feeder Project, MWD of Southern California	Foster, John M., James J. Schmidt, Carmen A. Weber, Gwendolyn R. Romani, and Roberta S. Greenwood
SB-02963	1992	Mormons in San Bernardino	Haenszel, Arda
SB-03287	1997	Cultural Resources Survey of the Mission Road Project, City of Loma Linda, San Bernardino County, California	Swope, Karen K.
SB-04040	2003	Historical/Archaeological Resources Survey Report: Assessor Parcel #s 0292-152-40, 41 & 42 in the City of Redlands, San Bernardino County, California	Dahdul, Miriam
SB-04586	2004	The Zanja on Mission Road: Location and Evaluation of CA-SBR-8092, University Village Project Area, Loma Linda, California	Lerch, Michael K.
SB-04589	2004	An Archaeological Resources Survey of 8.6 Acres for the Nevada Street Project Northeast of the Intersection of Redlands Boulevard and Nevada Street (APNs 0292-063-12, -13, -17 and -41) in the City of Redlands, County of San Bernardino, California 92373	Budinger, Fred E.
SB-04809	2006	Phase I Archaeological Survey of the Kaiser Redlands MOB Study Area, Redlands, San Bernardino County, California	W & S Consultants
SB-04812	2004	Records Search Results and Site Visit for Sprint Telecommunications Facility SB38XC919E (City Grove), California Street and I-10, Redlands, San Bernardino County, California	Dice, Michael
SB-04813	2005	Cultural Resources Survey of an 8.50 Acre Parcel at Redlands Boulevard and Nevada Street, Redlands, San Bernardino County, California	Sander, Jay K.
SB-05662	2006	Cultural Resources Assessment Letter Report for the Approximately 5-Acre Park – Nevada Avenue Project Area, City of Redlands, County of San Bernardino, California	Glenn, Brian
SB-06498	2004	Ethnographic Overview of the Northern San Bernardino Forest	Northwest Economic Associates and Cultural Systems Research, Inc
SB-08199	2015	Cultural Resources Monitoring Report for the Redlands Commerce Center Buildings 1 and 2 Project, City of Redlands, San Bernardino County, California	Abdo-Hintzman, Kholood and Josh Smallwood

Native American Heritage Commission Sacred Lands File

The NAHC responded on April 12, 2023 and indicated that the results of the SLF search were positive but did not indicate which tribal organization to contact for more information. Additionally, the NAHC provided a contact list that included 26 individuals representing 17 tribal organizations.

Additional Research

Historic topographic maps and aerial photographs on file with the University of California, Santa Barbara were examined for details that would aid in reconstructing the history of development within the Project area. A 1901 *Redlands, Calif.* 1:62,500 USGS topographic map plots a north-south road slightly west of the current alignment of California Street an east-west road slightly south of the current alignment of Redlands Boulevard. Given the age, the scale and the plot of the natural drainage, this intersection likely represents the Project area. The drainage equates to the Mission Creek Channel. This map also depicts the Atchison, Topeka, and Santa Fe (ATSF) railroad tracks running east to west north of the Project area and directly south of the current alignment of Interstate 10 (USGS 1901). A 1930 aerial photograph shows the tree-lined Mission Creek Channel running through the intersection of California Street and Redlands Boulevard, both of which appear in their current alignments (Framefinder 1930). A 1954 *Redlands, Calif.* 1:24,000 USGS topographic map depicts California Street in its current alignment and Redlands Boulevard, then labeled as Colton Avenue, in its current alignment. This map also depicts the ATSF tracks in the same alignment as the 1901 *Redlands, Calif.* USGS topographic map, as well as the Mission School southwest of the intersection of California Street and Redlands Boulevard. The Mission Creek Channel is also depicted on this map (USGS 1954). A 1967 *Redlands, Calif.* 1:24,000 USGS topographic map depicts the area largely unchanged except for the addition of Interstate 10 north of the ASTF tracks (USGS 1967).

Field Inspection

The field inspection of the Project area was conducted on January 13, 2023 by DUKE CRM archaeologist Alexandria Bulato (Figures 4 through 11). The Project area has been extensively disturbed by construction of California Street and the Mission Creek Channel. Ground visibility in the unpaved area along the west shoulder of California Street is generally very good from Redlands Boulevard north for approximately 200 feet. Ground visibility is poor north of this point due to dense vegetation. Soils within the Project area were primarily a light grayish-brown silty sand containing approximately 60 to 70 percent rounded gravels. Vegetation within the Project consisted primarily of introduced grasses and weeds. Abundant modern refuse including glass, plastic, cardboard, and clothing was observed throughout the Project area.

The field survey identified one (1) previously recorded historic era cultural resource, a segment of Redlands Boulevard (P-36-032482). This resource was previously evaluated as ineligible for the CRHR. The field survey also identified one (1) previously unrecorded historic era cultural resource, a portion of the Mission Creek Channel. This resource was photographed and documented during field inspection for formal recordation and evaluation for eligibility for the CRHR. No additional cultural resources or paleontological resources were identified during the field inspection.

Figure 4. Overview of Project area looking north.

Figure 5. Overview of Project area looking south.

Figure 6. Overview of Mission Creek Channel looking northwest.

Figure 7. Overview of Mission Creek Channel looking southeast.

Figure 8. Overview of Redlands Boulevard (P-36-032482) culvert over Mission Creek Channel looking southwest.

Figure 9. Overview of Mission Creek Channel and Redlands Boulevard culvert, looking southeast.

Figure 10. Close view of ground surface within Project area, looking east.

Figure 11. Example of ground cover and modern refuse within Project area, looking south.

CRHR Evaluation

The following is a summary of the evaluation of the Project property by Mr. Supernowicz. The complete evaluation can be found on the DPR forms prepared for the Mission Creek Channel (Appendix B).

The historic context for the Mission Creek Channel lies with the Mission Zanja Canal, which was constructed through Redlands in 1819 by Mission Indians to provide water for the San Bernardino de Sena Estancia Mission outpost. The water provided by the canal fueled an agricultural boom in the area and became the subject of several legal disputes over water rights. The western half of the *zanja* was covered by the City of Redlands in the 1920s. The *zanja* was designated a California Historical Landmark in 1932, was named a Historic Civil Engineering Landmark in 1972, and was listed on the NRHP in 1977. It is the oldest civil engineering product in southern California and the irrigation canal in California that is still in use, and now carries storm runoff out of the City (Fields 2021, Ramos 2009). The entire Mission Zanja Canal runs for 12 miles and was cut from the banks of an intermittent creek. The portion of the canal listed on the NRHP (CA-SBR-8092H) spans six (6) miles and begins approximately 3.2 miles east of the Project (Figure 12).

The canal segment within the Project forms the upper extension of Mission Creek and was developed between 1929 and 1938, with improvements made during the 1950s and 1960s to channelize the creek north of Redlands Boulevard. These improvements were carried out by the San Bernardino County Flood Control District in order to prevent stormwater from damaging farms and homes along the channel's course through Loma Linda. Additional improvements have been made to the channel since the 1960s, including reinforcement of the channel walls with concrete and rip-rap and periodic clearing of debris. The concrete slab culvert that crosses the channel at Redlands Boulevard was constructed in 1938, and the southern culvert railing was recently removed when the southern portion of the intersection at Redlands Boulevard and California Street was widened. A cultural resources study completed for the improvements to the southern portion of the intersection found the segment of the Mission Creek Channel just south of the current Project to be ineligible for the NRHP or the CRHR (Brunzell 2016).

The CRHR defines a significant resource as one that meets at least one (1) of the four (4) significance criteria and also retains integrity. The purpose of this evaluation is to apply these significance criteria to the segment of the Mission Creek Channel within the Project. Under Criterion 1, the resource still retains an association with its function of channelizing the creek to prevent flooding; however, while still functioning in a similar manner as when it was built, the configuration and design of the former channel have changed, and it therefore lacks integrity. Under Criterion 2, the resource does not appear to be associated with a person or persons of significance in the history of Redlands. Under Criterion 3, because of its lack of integrity, the resource no longer possesses engineering features associated with its period of significance. Under Criterion 4, the resource does not have the ability to yield, nor is it likely to yield, information important to prehistory or history.

This segment of the Mission Creek Channel is associated with local flood control efforts, which are of significance to the history of the area. However, it does not retain a sufficient level of integrity to convey its historic character and design. The channel segment retains integrity of location but does not retain any of the other six (6) elements of integrity. The channel segment does not retain integrity of design, workmanship, or materials, as the original materials have been altered and/or supplemented with concrete and rip-rap and the engineering design and workmanship have been altered through the addition of these materials and through widening. The channel segment also does not retain integrity of setting or feeling due to the post-1960s development of apartments and widening of the channel and adjacent road. The channel segment retains some integrity of association in that it retains association with flood control efforts, but the structure does not bear association with the original *zanja* canal or with the natural creek.

In summary, the segment of the Mission Creek Channel within the Project does not retain sufficient integrity to convey its historic character and design. While it still retains association with local flood control efforts, it does not appear to be a significant resource per the CRHR under any of the four criteria. The Mission Zanja (CA-SBR-8092H), which is listed on the NRHP (and by extension the CRHR), lies outside of the Project and

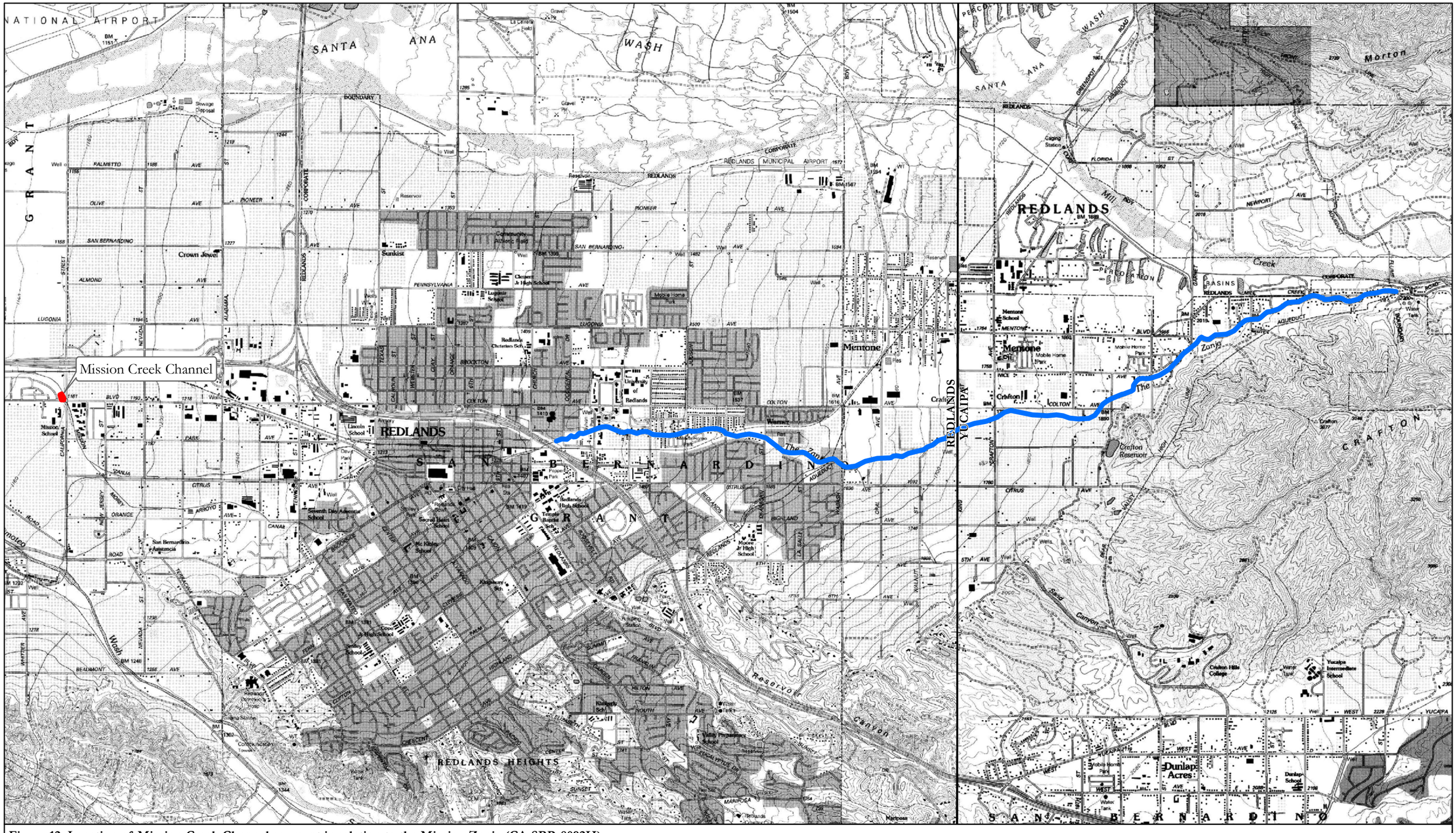

Figure 12. Location of Mission Creek Channel segment in relation to the Mission Zanja (CA-SBR-8092H)
California St - Redlands Blvd Widening, Redlands
C-0460

Redlands & Yucaipa, Calif USGS 7.5-minute quadrangle
Date of Maps: 1954 / Photorevised: 1996

Mission Creek Channel Mission Zanja (CA-SBR-8092H) USGS 7.5' Quads

0 0.25 0.5 Miles
0 0.25 0.5 Kilometers
1 inch = 3,000 feet 1:36,000
N

DUKE CRM

away from this segment of the Mission Creek Channel (Figure 12). The reinforced concrete culvert that still exists on the north side of Redlands Boulevard west of California Street is associated with a previously recorded segment of Redlands Boulevard (P-36-032482) that was previously evaluated as ineligible for the NRHP and that does not appear to be a significant resource per the CRHR under any of the four (4) criteria.

FINDINGS AND RECOMMENDATIONS

CRHR Eligibility

The portion of the Mission Creek Channel within the Project area is evaluated as not eligible for listing on the CRHR. Although the structure bears some association with flood control efforts relevant to the establishment of agriculture and industry in the area, it does not retain sufficient integrity to convey its significance.

Summary and Recommendations

DUKE CRM assessed the proposed Project for potentially significant impacts to paleontological and cultural resources under CEQA. Research and field survey did not identify any paleontological resources within the Project area, and research suggests that the Project area can be considered to have a low sensitivity for paleontological resources. Based on this assessment, no further paleontological investigation is warranted.

Based on data obtained from the records search, 15 cultural resources have been previously recorded within ½ mile of the Project area. Twelve (12) of these resources are historic era structures. One (1) of these resources, a segment of Redlands Boulevard (P-36-032482), is adjacent to and within the Project area. This resource was previously evaluated as ineligible for the NRHP. The remaining three (3) of the previously documented resources are archaeological sites, and include a small historic era refuse scatter, the remains of a historic era irrigation feature, and a prehistoric isolated artifact. The field investigation documented one (1) newly recorded historic era cultural resource within the Project area, a segment of the Mission Creek Chanel. The field investigation did not identify any additional cultural resources aside from the previously recorded section of Redlands Boulevard (P-36-032482).

The segment of Redlands Boulevard adjacent to and within the Project area (P-36-032482) was evaluated by a previous study as ineligible for the NRHP (and by extension the CRHR), and this study concurs with that finding. The segment of the Mission Creek Channel within the Project area was evaluated by the present study and determined to be ineligible for listing in the CRHR. The Project area was analyzed for sensitivity for buried prehistoric and historic era cultural resources based on records search data, historical topographic maps and aerial photographs, field investigation, and historical evaluation of the segment of the Mission Creek Channel within the Project area. Based on these data, the Project area is assessed as having a low sensitivity for prehistoric or historic era cultural resources.

Inadvertent Archaeological or Paleontological Finds

Given the current negative findings, archaeological and paleontological monitoring are not recommended during ground disturbance related to implementation of the proposed Project within the Project area. If potential prehistoric or historic era archaeological resources are encountered during earthmoving, it is recommended that a qualified archaeologist examine the find to determine if it is intact and potentially significant. If intact and potentially significant subsurface deposits are identified during project activities, it is recommended these cultural resources undergo evaluation to determine CRHR eligibility by a qualified archaeologist. To reduce impacts to a level of less than significant, data recovery or other treatments of eligible deposits may be required.

If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The County Coroner must be notified of the find immediately. If the human remains are determined to be Native American in origin the CITY as lead agency shall comply with the California Native American Graves Protection and Repatriation Act (CalNAGPRA) which includes ancestral human remains,

funerary objects, sacred objects, and objects of cultural patrimony. The CITY shall consult with local Native American groups that are most likely culturally affiliated with the remains in developing a plan of action for the protection and repatriation of the human remains (43 CFR 10).

In addition, if the remains are determined to be prehistoric, the Coroner will notify the NAHC, which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. In addition, according to the California Health and Safety Code, a cemetery is place where six or more human bodies are buried (Section 8100), and unauthorized disturbance of Native American cemeteries is a felony (Section 7052).

If the proposed Project changes with regards to ground disturbing activities, additional efforts may be necessary.

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Appendix A

Resumes

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Curt Duke

President/Principal Archaeologist

Expertise

Cultural Resources Management
California Prehistory
Section 106 Compliance
CEQA Compliance
Native American Consultation

Education

CSU, Fullerton, M.A., Anth, 2006
SDSU, Grad Studies, Anth, 1996-97
UC Santa Cruz, B.A., Anth, 1994

Professional Registrations

RPA, No. 15969
County of Riverside (No. 151)
County of Orange

Professional Memberships

Society for California Archaeology
Society for American Archaeology
Pacific Coast Archaeological Society
Assoc. of Environmental Professionals
Building Industry Association

Professional Experience

President/Principal Archaeologist, DUKE CRM, March 2011 to present
Archaeologist/Principal, LSA Associates, 1997-2011
Archaeological/Paleontological Technician, Various Companies, 1995-97
Archaeological Technician/Teachers Assistant, Cabrillo College, 1994
Anthropological Laboratory Technician, UC Santa Cruz, 1994

Selected Project Experience

Reid/Baldwin Adobe, LA Arboretum, Arcadia, 2019-Present
Veteran Affairs Medical Clinic, Santa Rosa, 2019
Deane Dana Friendship Park, Rancho Palos Verdes, 2019
Makayla Mine Expansion Project, Olancha, 2019
Sweeny Road, Lompoc, 2018
Vantage Point Church, Eastvale, 2016 and 2018
VA West Los Angeles Campus Master Plan, 2017-Present
Avenue S-8 and 40th St. E. Roundabout, Palmdale, 2017-18
SR-110 Improvements, Los Angeles, 2017
Diamond Valley Estates Specific Plan, Hemet, 2017
VA West Los Angeles Campus Hospital Replacement, 2016-Present
Shoemaker Bridge Replacement, Long Beach, 2016-Present
Spruce Goose Hangar, Playa Vista, 2016
Rice Avenue at 5th Street Grade Separation, Oxnard, 2015-Present
Vila Borba, Chino Hills, 2013-Present
Skyridge Residential, Mission Viejo, 2011-Present
Baker Water Treatment Plant, Lake Forest, 2014-2015
VA Clinic, Loma Linda, 2014-Present
Evanston Inn, Pasadena, 2014-2016
Petersen Ranch, Leona Valley, 2013-2014
California Street/Highway 101, Ventura, 2014-Present
6th Street Bridge Replacement, Los Angeles, 2013-Present
I-15/I-215 IC Project, Devore, 2008-10
Colton Crossing Rail-to-Rail Grade Separation, 2008-11
City of LA DPW BOE, On-Call, Cultural/Paleo Services, 2008-11
Mid County Parkway, Riverside County, 2014-10
McSweeny Farms Specific Plan, Hemet, 2004-08
Mesquite Regional Landfill, Coachella Valley, 2006-08
Hacienda at Fairview Valley Specific Plan, Apple Valley2007-08
Majestic Hills Specific Plan, Hesperia, 2006-07
Chuckwalla Solar I Project, Desert Center, 2007-08
Needles Highway Improvement Project, 2004-06
Superstition Solar I Project, Salton Sea, Imperial County, 2008
Muddy Canyon Archaeological Project, Newport Beach, 1997-2001
Temecula 32, Archaeological Phase II Testing, 2007
Mammoth Lakes Parks/Rec and Trail System Master Plan, 2010
24th Street Improvements, City of Bakersfield, 2008-11
California Valley Solar Ranch, San Luis Obispo County, 2009-10
Delano-Alpaugh Water Pipeline, Kern/Tulare Counties, 2006-09
I-15/SR-79 IC Project, Temecula, 2006-10
Westlake Historic Resources Survey, Los Angeles, 2008-09
CETAP, western Riverside County, 1999-2001
Los Coches Creek Elementary School, near Alpine, 2003-06
Oak Valley Specific Plan 1 Amendment, Beaumont, 2004
San Nicolas Island, Naval Base Ventura County, CA, 1997

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Professional Experience
Architectural Historian/Historical Archaeologist, Independent Contractor, DUKE CRM – 4 Years
Principal Architectural Historian/Archaeologist, HRA, El Dorado Hills, 1985-Present
Principal Architectural Historian, Caltrans, Sacramento, 1999-18
Principal Section 106 Reviewer, CA SHPO, 2002; 2004-05
Zone Historian, USFS, Placerville, 1987-99
Regional Historian, USFS, Placerville, 1986-87
Historian and Archaeologist, USFS, Placerville, 1979-87
Archaeological Surveyor, Westec, San Diego, CA, 1976-79
Archaeological Surveyor, Regional Environmental Consultants, San Diego, CA, 1976-79

Expertise
Cultural Resources Management
History/Architectural History
Historical Archaeology
Section 106 Compliance
CEQA Compliance
Native American Consultation

Education
CSU, Sacramento, M.A., History, 1983
UC Irvine, BA, Social Ecology/Planning 1978
Orange Coast College, Anthropology, 1976

Professional Memberships
Society for California Archaeology
Society for Historical Archaeology
National Trust for Historic Preservation
Victorian Society

Professional Registrations
RPA, No. 989977

Summary of Qualifications
Mr. Supernowicz worked for the California State Historic Preservation Officer (SHPO) as a staff reviewer in the Section 106 unit. During his tenure with the SHPO, Supernowicz assisted in the development of HABS/HAER documentation, Programmatic Agreements (PAs), Memorandum of Agreements (MOAs), and other agreement documents, reviewed reports prepared by over 20 federal agencies, and assisted in planning efforts for the office. Mr. Supernowicz has been professionally involved in the research, documentation, and mitigation of historic districts, sites, buildings and structures since 1976. He has worked for a variety of federal and state agencies, including Caltrans, the Department of Parks and Recreation, National Park Service, and Bureau of Land Management. He was the first full-time historian and historical archaeologist employed by the U.S. Forest Service in California and served as the first Regional Historian and Zone Historian for California. Mr. Supernowicz has experience both in historical and archaeological studies, both large and small, including those initiated by city and state governments. Mr. Supernowicz served as guest lecturer, UC Davis, Department of Environmental Design and Cosumnes River College, and has authored and co-authored numerous reports and published articles. Several of those reports focused on establishing design guidelines and standards for evaluating historic properties throughout California, including water delivery systems.

SELECTED PROJECT EXPERIENCE

2017 Architectural Evaluation Study of the Saint Hilary Catholic Church Complex Project, 5465 Citronell Avenue, Pico Rivera, Los Angeles County, California.

2017 Historical Evaluation Study of the Laguna Canyon Channel Improvement Project, Laguna Beach, Orange County, California.

2016 Cultural Resources Study of the Duarte Residential, 3rd & Oak Project, Duarte, Los Angeles County, California.

2015 Architectural Resource Assessment Study for the Reno VA Hospital, Washoe County, Reno Nevada.

2014 Historical Context and HABS/HAER Study for the Davis Family and Ranch, Fair Oaks, Sacramento, California.

2014 Architectural Evaluation Study of 1677 Whitham Avenue, Los Altos, Santa Clara County, California.

2012 Phase I Archaeological Test Excavation Report for the Ocean View High School Project (Option 3), AT&T Site No. LAC214, 17071 Gothard Street, Huntington Beach, Orange County, California.

2010 Cultural Resources Study of the Kodak Theatre Project, 6801 Hollywood Boulevard, Los Angeles, Los Angeles County, California.

2009 Huntington Beach Historic Context Statement. Prepared for the City of Huntington Beach, California.

2008 HABS/HAER, Amador Central Railroad Martell Terminal and Grade (Ione & Eastern Railroad Company, Amador Foothill Railroad), Martell, Amador County, California.

2008 Archaeological Study of Guidici Ranch, Feather River Fish Hatchery, 475 Old Hatchery Road, Clio, Plumas County, California.

2006 Cultural Resources Study of the Granada Theatre Project, 1216 State Street, Santa Barbara, Santa Barbara County, California.

2006 Architectural Assessment of the Golden Gate Park Stables (Equestrian Center) Barn and Grandstand, San Francisco, San Francisco County, California.

2006 National Register Nomination, Parish-Paugh House, Jackson, Amador County, California.

2005 Cultural Resources Study of the Secondo Farm, 20985 Buena Vista Road, Salinas, Monterey County, California.

2005 Cultural Resources Study of the Dune/17 Mile Drive Project, The Lodge at Pebble Beach, 1700 Seventeen Mile Drive, Pebble Beach, Monterey County, California.

2004 Architectural Study of the Leavesley/Dexter Mountain Ranch, Coyote Creek, East of Gilroy, Santa Clara County, California.

2003 Architectural Study of the Storm/Fetter Farm and Residence, 181 Hitchcock Road, Salinas, Monterey County, California.

2002 Rancho Murieta South: The Proposed Greens Subdivision Archaeological Monitoring Report, Phase I: Pre-Grading Field Survey and Results of the Historic Site Evaluation.

2000 National Register Determination of Eligibility for the USDA, Mt. Roubidoux Experiment Station and Laboratory, Riverside, California. Prepared for the Natural Resources Conservation Service (NRCS), Davis, California.

1999 Archaeological Survey Report and Test Excavations of the Sawmill Ranch Property: A Proposed Planned development, El Dorado County, California.

1998 Addendum to Archaeological Investigation Report of Historic Placer Tailings and Ditches in Kingsville: A Proposed Country Club, Public Golf Course and Residential Community, El Dorado County, California.

1997 Phase II Archaeological Test Excavation at the Site of Rolling Hills House within Lake Forest: A Proposed Subdivision in El Dorado Hills, El Dorado County, California.

1994 Archaeological Survey Report of the Proposed Apple Hill Golf Ranch: A 27 Hole Championship Golf Facility Northwest of Camino, El Dorado County, California.

1991 Archaeological Investigations and Data Recovery of the Alexander Owen "Pike" Bell Site, Auburn, Placer County, California.

1990 Data Recovery and Mitigation of an Overseas Chinese Site in El Dorado County, California.

1987 Historic Resources Survey and National Register Nomination of the Mariposa Town Historic District, Mariposa High School, and St. Joseph Catholic Church, Mariposa, Mariposa County, California.

1985 National Register Nomination, Combelleck-Blair House, Placerville, El Dorado County, California.

2013 Historic Resource Evaluation Report for the Mills Peak Lookout, HRM #01-31-2013; Thompson Peak Lookout, HRM #01-47-2012; and Smith Peak Lookout, HRM #01-19-2013, Beckwourth and Milford Ranger Districts, Plumas National Forest, Plumas County, California.

2011 Architectural Survey and Development of Preservation Ordinance and Design Guidelines for the City of Grass Valley, Nevada County, California.

2008 Historical Context and Archaeological Research Design for Mining Properties in California. Prepared for California Department of Transportation.

2007 Historical Context and Archaeological Research Design for Agricultural Properties in California. Prepared for California Department of Transportation.

2004 Historic Resource Survey - The Architecture and Social History of the City of Tulare, Tulare County, California. Final Report, Volumes I & II.

2004 Historic Architectural Survey of Bungalow Courts in the City of Fresno, Fresno County, California.

1999 Thematic Study of Recreational Residences in California. Prepared for the USDA, United States Forest Service.

1998 Draft, Comprehensive Management and Use Plan, Environmental Impact Statement for the California and Pony Express National Historic Trails. Prepared for the National Park Service.

1989 A Programmatic Approach for Evaluating Historic Water Conveyance Systems in California. Prepared for the USDA, United States Forest Service.

1989 Thematic Study of Fire Lookouts in California. Prepared for the USDA, United States Forest Service.

1989 Thematic Study of Forest Service Administrative Buildings in California. Prepared for the USDA, United States Forest Service.

1986 Thematic Study for Railroad Logging Properties in California. Prepared for the USDA, United States Forest Service.

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Education

CSUSB, B.A., Anthropology, 2016
CSUSB, Certificate, Archaeology, 2016
USDA Forest Service, Applied Archaeology Field School, 2015

Professional Memberships

Society for California Archaeology

PROFESSIONAL EXPERIENCE

Ms. Bulato has seven years of experience in cultural resource management throughout central and southern California. She is well-versed in research, all phases of excavation, research, laboratory processing and analysis, cataloging and curation preparation, technical writing, and construction monitoring. She has experience leading and performing cultural resource investigations under Section 106 of the NHPA and under CEQA.

SELECTED PROJECT EXPERIENCE

PCH Pavement Rehabilitation, Malibu, CA
Archaeologist/Field Director, DUKE CRM, 2022 – 2023

Ventura Broadband, Ventura County, CA
Archaeologist/Field Director, DUKE CRM, 2022 – 2023

Section 110 NRHP Evaluations of Prehistoric Archaeological Sites on Vandenberg Space Force Base, Lompoc, CA
Archaeologist, Applied EarthWorks, 2020 – 2022

Vandenberg Space Force Base Fence-to-Fence, Lompoc, CA
Archaeologist, Applied EarthWorks, 2020 – 2022

VSFB Range Sustainment Project, Lompoc, CA
Archaeologist, Applied Earth Works, 2020 – 2022

VSFB Union Pacific Railroad Honda Trestle Improvement Project, Lompoc, CA
Archaeologist, Applied EarthWorks, 2020 – 2022

Ocean Place Project, Seal Beach, CA
Archaeologist, DUKE CRM, 2018 – 2019

Diamond Valley Estates Specific Plan, Hemet, CA
Archaeologist, DUKE CRM, 2017 – 2019

Vila Borba Specific Plan, Chino Hills, CA
Archaeologist/Laboratory Technician, DUKE CRM, 2016 – 2019

Skyridge Residential Project, Mission Viejo, CA
Archaeologist/Laboratory Technician, Duke CRM, 2017 – 2019

Spruce Goose Hangar Project,Playa Vista, CA
Crew Member, Statistical Research, Inc., 2016 – 2016

Appendix B

California DPR 523 Forms

Confidential Appendix:
Not for Public Review

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #_____
HRI # _____
Trinomial _____
NRHP Status Code _____
Other Listings _____
Review Code _____ Reviewer _____ Date _____

 ***Resource Name or #:** Mission Creek Channel

P1. **Other Identifier:** Zanja Channel
***P2.** **Location:** ☐ Not for Publication ■ Unrestricted ***a. County:** San Bernardino
***b. USGS 7.5' Quad:** Redlands, California
c. Address: N/A **City:** Loma Linda **Zip:**
d. UTM: N/A
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate): A portion of the Mission Creek Channel, located north of the intersection of Redlands Boulevard and California Street for approximately 200'.

***P3a. Description:**

The subject property consists of a segment of a former natural channel or creek commonly referred to as the Mission Creek Channel or the Zanja Canal, a name associated with the nearby Mission Zanja. The segment addressed in this record runs north from the intersection of Redlands Boulevard and California Street for approximately 200'. The drainage or storm water channel is trapezoidal in shape and filled with rip-rap and concrete. The channel, which measures approximately 50' in width, together with two concrete and gravel filled and compacted access roads or paths, is operated and maintained by San Bernardino County Flood Control. Channelization of Mission Creek occurred between 1929 and 1938, with the segment addressed in this record north of Redlands Boulevard fully channelized in the 1950s-1960s (Brunzell 2016: 7). Refer to Primary Record, Page 2 of 14).

P3b. Resource Attributes: HP11 – Engineering structure
***P4. Resources Present:** ☐ Building ■ Structure ☐ Object ☐ Site ☐ District ☐ Element of District

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

P5b. Description of Photo: View looking southeast down the Mission Creek Channel towards the intersection of Redlands Boulevard and California Street.
***P6. Date Constructed/Age and Sources:** ■ Historic 1929-1938; 1950s-1960s with later improvements.
***P7. Owner and Address:** San Bernardino County Flood Control District/City of Loma Linda.
***P8. Recorded by:** Dana E. Supernowicz, Architectural Historian, Historic Resource Associates, 3142 Bird Rock Road, Pebble Beach, CA 93953.
***P9. Date Recorded:** January 2023
***P10. Type of Survey:** ■ Architectural
Describe: Architectural Recordation and Evaluation per CEQA.
***P11. Report Citation:** Historical Evaluation Study of the California Street/Redlands Boulevard Intersection Improvements (C-0460) Project, Loma Linda, San Bernardino County, California. Prepared for Duke Cultural Resources Management, LLC, 18 Technology Drive, Suite 103, Irvine, CA 92618. Prepared by Historic Resource Associates, 3142 Bird Rock Road, Pebble Beach, CA 93953. January 2023

***Attachments:** Building, Structure, and Object Record; Photograph Record

***P3a. Description: (Continued):**

At the south end of the channel, before it crosses under Redlands Boulevard, is a reinforced concreted slab bridge with concrete rails, presumably built in the late 1930s when the channel was constructed. The Zanja Canal, which is listed on the National Register of Historic Places (NRHP), begins at the Mission Zanja, located approximately 2,500' southeast of the Mission Creek Channel and trends southeast into Redlands (Brunzell 2016: 7).

The Mission Creek Channel is flanked by open space, apartments and single-family homes. To the west of the channel north of Redlands Boulevard are the Somerset Apartments that date to mid-1980s with a small sliver of undeveloped land to the east. South of Redlands Boulevard along the east side of the channel are the Vista Loma Village Apartments built in 1970s and to the west another sliver or undeveloped land. The concrete battered wall channel continues northwest for approximately 2.5 miles before it turns into an open channel flanked by vegetation. From there the channel continues to the west for 0.40 miles before it terminates into the Santa Ana River Floodway. To the south the channel continues as a concrete battered wall channel for approximately 1.3 miles where it terminates at Tennessee Street in the City of Redlands.

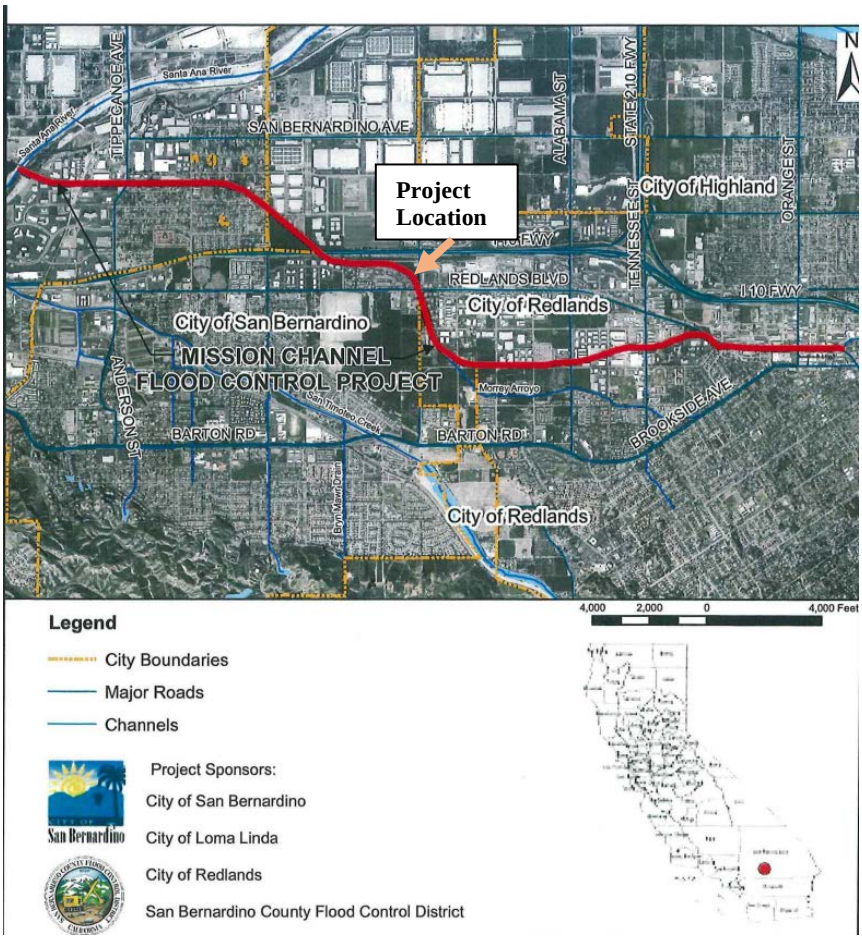

Figure 1: San Bernardino County Flood Control District Aerial Map of the Mission Channel.

B1. Historic Name: Mission Zanja Canal
B2. Common Name: Mission Creek/Zanja Channel
B3. Original Use: Flood control or storm water channel **B4. Present Use:** Flood control or storm water channel
***B5. Architectural Style:** Battered rip-rap and concrete drainage or storm water channel
***B6. Construction History:** The flood control channel was constructed between 1929 and 1938 with later improvements.
***B7. Moved?** ■ No ☐ Yes ☐ Unknown **Date:** N/A **Original Location:**
***B8. Related Features:** The segment of channel bisects Redlands Boulevard and California Street, running northwest to southeast, flanked by apartments to the west, unimproved land to the northeast, and a school to the southwest.
***B10. Significance: Theme:** Engineering/Flood Control **Area:** Loma Linda **Period of Significance:** 1929-1938
Property Type: Engineering Structure **Applicable Criteria:** CRHR 1-4

The historic context for the Mission Creek Channel lies with the Mission Zanja and the Zanja Canal, also known as the Zankey, which runs through Redlands. The Zanja Canal was built in 1819 by Mission Indians and provided water for the San Bernardino de Sena Estancia Mission outpost, which was built near the canal to access its water. The canal's water became a highly desirable resource in the area; it fueled a local agricultural boom and was the subject of several legal disputes over water rights during the nineteenth century. The City of Redlands covered the western half of the *zanja* in the 1920s. The *zanja* was designated a California Historical Landmark in 1932, named a Historic Civil Engineering Landmark in 1972, and was placed on the National Register of Historic Places in 1977. The canal now carries drainage water and storm runoff out of the city; it is the oldest irrigation canal in California which is still in use and the oldest civil engineering project in Southern California. The Mission Zanja Canal also known as the Mill Creek Zanja is over 200 years old, runs for twelve-miles and was cut from the banks of an intermittent creek. The Zanja was built originally as an irrigation canal to serve agriculture and industry in what is now Redlands, California located just outside Los Angeles. Since the Zanja's construction in the early nineteenth century, the "rights" to the waters of the Zanja have been intensely litigated, highly sought after, and heavily debated. Today, the Zanja flow is around 40,000 to 50,000-acre feet per year. The water is used primarily by the City of Redlands for drinking water and by Crafton Water Company for local agrarian interests (Fields 2021: 18; Ramos 2009). Refer to BSO, Page 4 of 14.

B11. Additional Resource Attributes:
B12. References: Brunzell, David. Cultural Resources Assessment, California Street Widening Project, Loma Linda, San Bernardino County, California. December 6, 2016; Chastain, Carrie. Historic Property Survey Report for Interstate 10 Corridor Project, San Bernardino and Los Angeles Counties, Caltrans, April 2015; City of Loma Linda. Loma Linda General Plan Safety Element, August 2021; Fields, Tyler. "Enabling Instream Rights in the Mill Creek Zanja." *Hastings Environmental Law Review*. Volume 27, No. 1, Winter 2021; Goodman & Associates. City of Loma Linda, California Street and Storm Drian Improvement Plans, 2011; Netroline Website. Historic Aerial Photographs. www.historicaerials.com. Accessed January 2023; Ramos, James. "Indian Village, Ditch leads to Transformation of San Bernardino Valley." *Sun Redlands*, Newspaper, November 12, 2009; Redlands Area Historical Society website, USGS 7.5' *Redlands, California* Topographic Quadrangle Maps 1899, 1901, 1954, 1967, 1996, and 2012; Van Boyen, Alice. National Register Nomination. "Mill Creek Zanja." 1976. Copy on file with the State Historic Preservation Office, Sacramento, California.
B13. Remarks: None.
B14. Evaluator: Dana E. Supernowicz, Architectural Historian, Historic Resource Associates, 3142 Bird Rock Road, Pebble Beach, CA 93953.
Date of Evaluation: January 2023

AERIAL PHOTOGRAPH (Google Earth 2023)

This space reserved for official comments.

***B10. Significance: (Continued):**

In 1819, during the Spanish colonization of California, an Asistencia mission was set up by Spanish priests in what is now Redlands, California to serve the nearby Mission San Gabriel in the Los Angeles area. In the same year, the priests contracted with a local tribe of Native Americans to assist them in building a twelve-mile irrigation "zanja" that would bring water to the region and irrigate the farms being built in the surrounding area. Legend has it that the original builders used the shoulder blade bones of cattle as spades and grass woven baskets to move the earth and pave the way for water to flow down to the Asistencia. This canal formed the basis of what is the Zanja today. The Asistencia was sacked by a neighboring tribe fifteen years later and the canal was left in some disrepair for the next five years. As a result, in 1839, Jose del Carmen Lugo applied for and received a charter from the Mexican government for eight leagues worth of the Rancho San Bernardino. area. This grant included not only the old Asistencia but specifically a water right to the Zanja and the water it brought to the area. Thus began what would become the permanent resettlement of the San Bernardino area. California was admitted to the United States in 1850 and in 1851 a large portion of the Rancho San Bernardino area and accompanying Zanja water rights were sold to the Mormon Church. The U.S. Land Commission for California approved the Zanja water rights sold to the Lugo family after the annexation and by 1859, the litigation had already begun. Some of this litigation is highlighted below, but a number of Zanja water right-specific decisions have created a traceable history of the varied allocation plans. The water was primarily allocated on an hourly rate, meaning that most often, a user exercised their right by taking the entirety of the flow for a specified number of hours. Most prominent among these agreements was the famed "3:00 pm to 9:00 pm" agreement. In short, the upstream users determined that if they took all of the flow of the Zanja between 3:00 pm and 9:00 pm, the empty Zanja flow would not be felt by the downstream users until the middle of the night. Thus, much of the litigation in the late nineteenth and early twentieth centuries centered around enforcement and tweaks to this deal as land ownership splintered and ranches expanded both up and downstream. In an effort to coordinate among the rapidly fragmenting ownerships, in 1882, the Crafton Water Company (Crafton Water) was formed by a number of upstream users to begin consolidating their flow of the Zanja into one central irrigation distribution mechanism (Fields 2021: 19-31; Ramos 2009).

Over the next 100 years, a mountain of litigation ensued. The Zanja and the water it carried were the lifeblood of the region and the number of lawsuits filed reflects its importance and financial value. Everything from local agriculture, vineyards, power plants, and even a furniture plant sprung up around the shores of the Zanja. Around the same time, the City of Redlands (City) was forming and beginning to attract more than just agrarian interests. Settlers of all backgrounds came to Redlands and by 1910 the population had swelled to over 10,000.36 In 1926 the City voted to issue a bond to begin purchasing water rights from current Zanja owners. By 1939, the 3:00 pm to 9:00 pm agreement had moved to a ten-day flow schedule. This means that the total number of hours to which an owner had a right was out of the 240 hours in a ten-day period, as opposed to the 168 hours in a seven-day week period. As such, in 1939, the City owned 92.65 and Crafton Water owned 127.5 of those 240 total hours. Thirteen other owners possessed hour rights, though the biggest owner after the City and Crafton Water was an estate with just 4.5 hours. Today, Crafton Water and the City still own roughly half of the flow hours and split the amount evenly on the same ten-day schedule. Both utilize somewhat more efficient mechanisms at their intakes than the dirt lined canal built in 1819, but the Zanja itself remains largely intact (Fields 2021: 33-42; Ramos 2009). The Zanja is a California Historical Landmark designated on August 1, 1932 within the City of Redlands.

The canal segment discussed in this record forms the upper extension of Mill Creek and was developed between 1929-1938 with improvements during the 1950s and 1960s that channelized the creek or flood control channel north of Redlands Boulevard and California Street. The construction was carried out by the San Bernardino County Flood Control District in order to restrict flood water from damaging farms and homes along its course through the city of Loma Linda. Since the 1960s, there has been improvements to the channel that included reinforcement of its walls with concrete and rip-rap and clearing the channel periodically of debris. The standard reinforced concrete slab bridge that crosses under Redlands Boulevard is believed to have been constructed in 1938 with the southern concrete bridge railing removed in the past decade or so when the intersection was widened.

***B10. Significance: (Continued):**

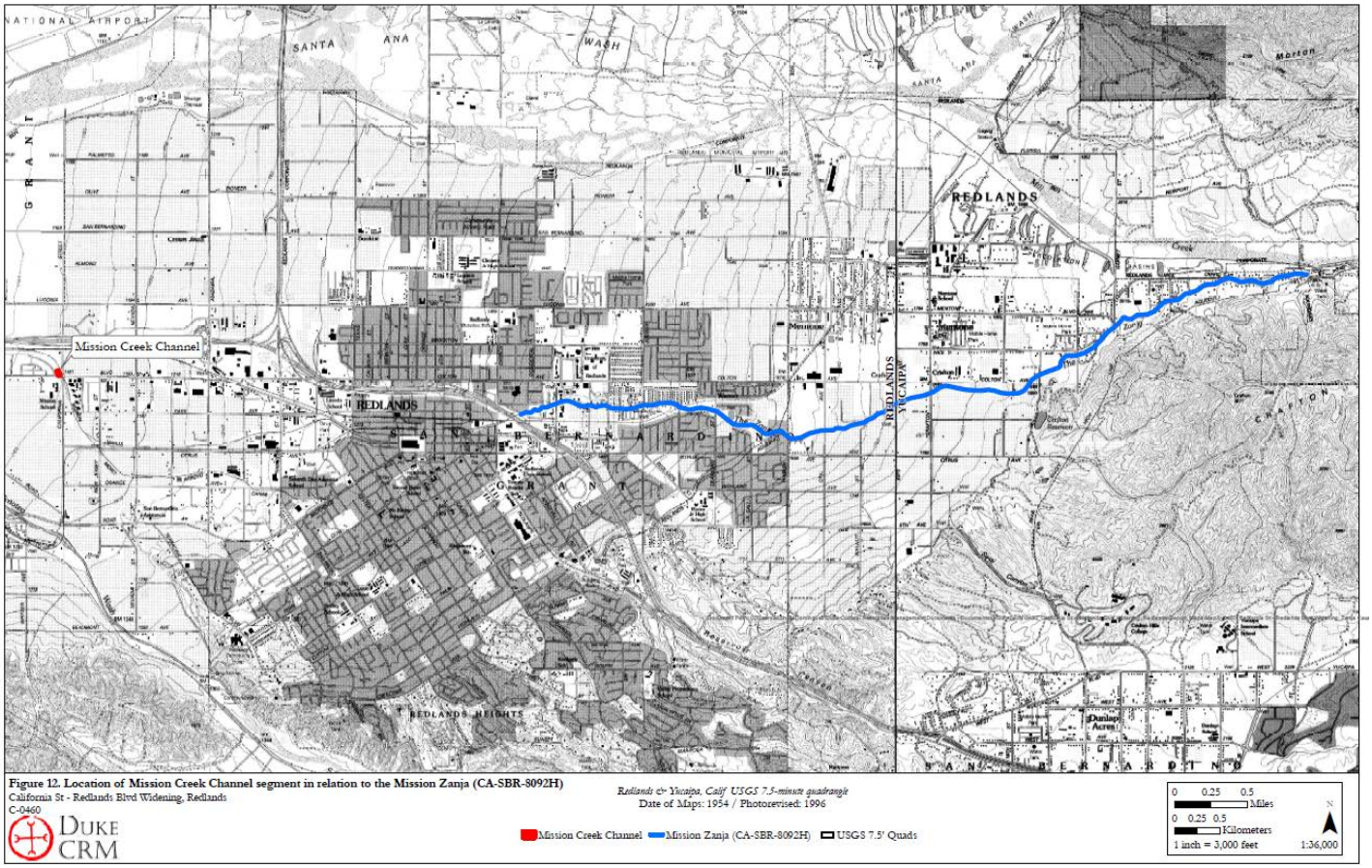

Figure 2: Location of the Mission Creek Channel segment addressed in this record in relation to the Mission Zanja (CA-SBR-8092H).

Figure 3: Aerial photograph 1938 showing the Mission Creek segment with no channelization and natural vegetation.

***B10. Significance: (Continued):**

Figure 4: Aerial photograph 1959 showing the Mission Creek segment with channelization on the left and right.

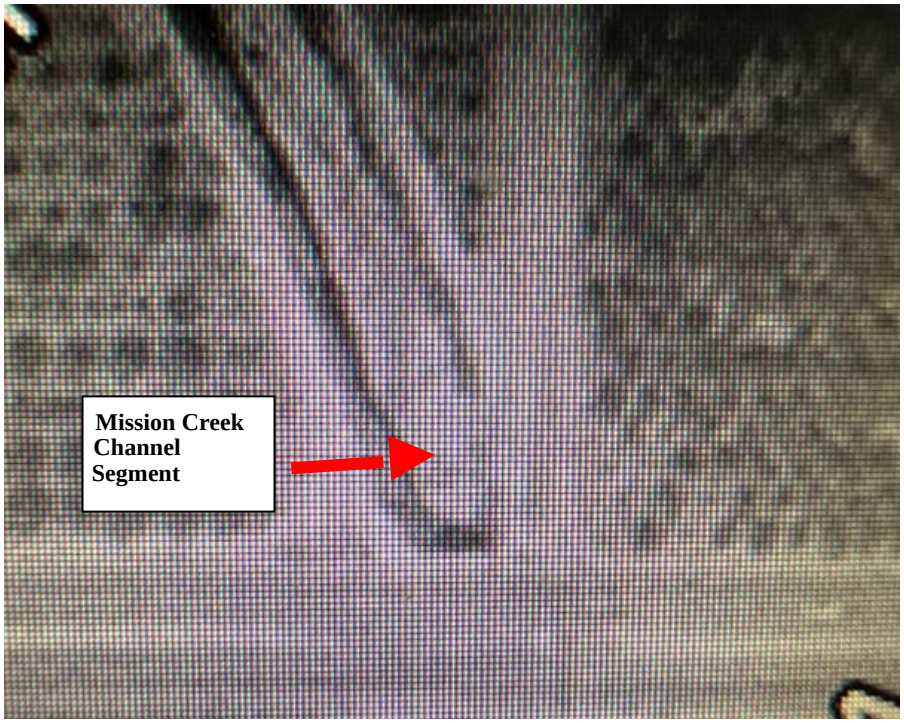

Figure 5: Aerial photograph 1966 showing the Mission Creek segment with full channelization and loss of natural vegetation.

***B10. Significance: (Continued):**

Figure 6: Aerial Photograph of Mission Creek Channel segment addressed in this record.

***B10. Significance: (Continued):**

Figure 7: View looking north at the Mission Creek Channel Segment (Google Earth 2023).

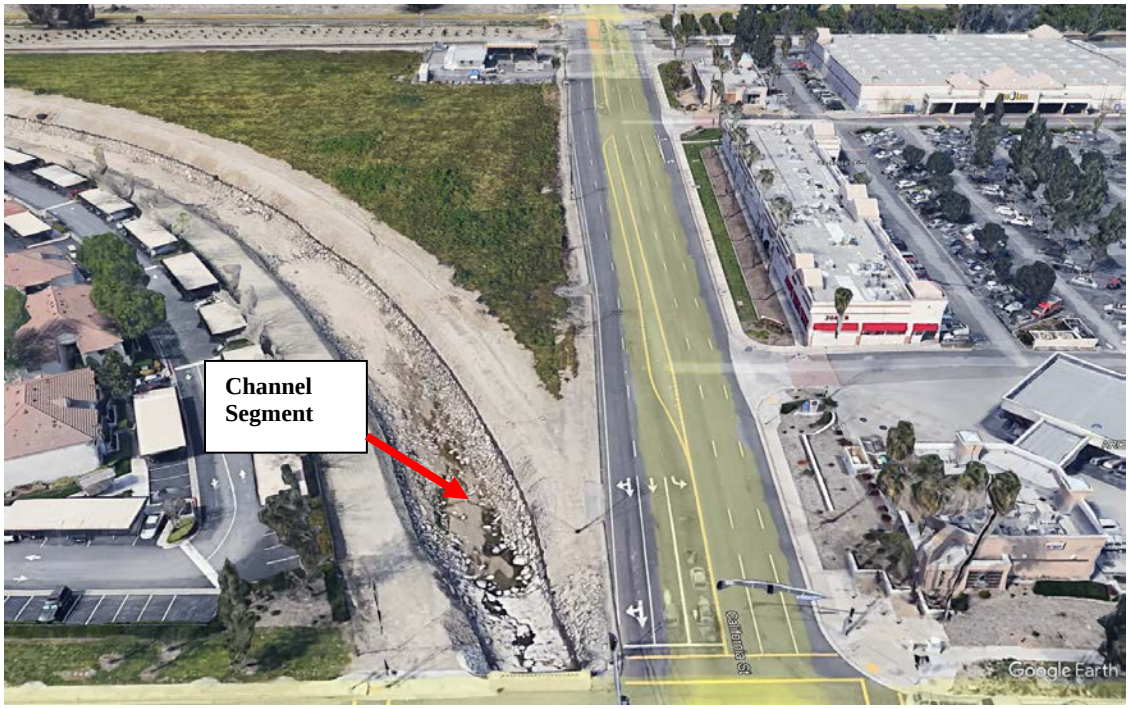

Figure 8: View looking north at the Mission Creek Channel Segment (Google Earth 2023).

***B10. Significance: (Continued):**

REGULATORY FRAMEWORK

California Environmental Quality Act (CEQA) and California Register of Historic Resources (CRHR) Criteria

The regulatory framework for this historic resource study and the evaluation lies within the guidelines imposed for the California Environmental Quality Act (CEQA) and the California Register of Historic Resources (CRHR) under Public Resources Code section 5024.1. CEQA guidelines define a significant cultural resource as "a resource listed in or eligible for listing on the CRHR. A historical resource may be eligible for inclusion in the CRHR if it:

1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important to prehistory or history.

Even if a resource is not listed in, or determined eligible for listing in, the CRHR, the lead agency may consider the resource to be an "historical resource" for the purposes of CEQA provided that the lead agency determination is supported by substantial evidence (CEQA Guidelines 14 CCR 15064.5). According to the state guidelines, a project with an effect that may cause a substantial adverse change in the significance of a historical resource or a unique archaeological resource is a project that may have a significant effect on the environment (14 CCR 15064.5[b]). CEQA further states that a substantial adverse change in the significance of a resource means the physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired. Actions that would materially impair the significance of a historical resource are any actions that would demolish or adversely alter those physical characteristics of a historical resource that convey its significance and qualify it for inclusion in the CRHR or in a local register or survey that meet the requirements of PRC 5020.1(k) and 5024.1(g).

***B10. Significance: (Continued):**

SIGNIFICANCE STATEMENT

Determining the significance of the Mission Creek Channel and associated improvements is predicated on the property being associated with a significant event or events, a person or person of significance in the history of Loma Linda, and the structure's potential engineering significance retaining a sufficient level of integrity in order to convey its historic character and design.

Integrity Considerations:

Location - The Mission Creek Channel retains its original location.

Design - The engineering design of the channel has been altered over the years through widening and the addition of rip-rap and concrete.

Setting - The setting of the property has been altered by the post-1960s development of apartments and road widening.

Materials - The original materials applied to the channel appear to have been altered and/or supplemented by additional concrete and rip-rap.

Workmanship - The original workmanship of the structure has been compromised by widening and rip-raps.

Feeling - The feeling of the structure is marginally visible, although the channel has been widened.

Association - The structure retains an association with flood control efforts in Redlands and is still recognizable as a flood control or stormwater channel. The structure bears little or no association with the original Zanja Canal or natural creek.

CONCLUSION

In applying the criteria of the CRHR, under Criterion 1, the subject property still retains an association with its function – channelizing the creek to prevent flooding. However, the property lacks integrity, and while still functioning in a similar manner as when built, the configuration and design of the former channel has changed. Under CRHR Criterion 2, the property does not appear to be associated with a person or persons of significance in Redlands. Under Criterion 3, because of its lack of integrity, the property no longer possesses engineering features associated with its period of significance to qualify under this criterion. Finally, under CRHR Criterion 4, the subject property does not have the ability to yield, nor is it likely to yield, information important to prehistory or history. In summary, the segment of Mission Creek Channel addressed in this record lacks integrity and does not appear to be a significant resource per the CRHR under Criteria 1, 2, 3, and 4. The circa late-1930s reinforced concrete culvert that still exists on the north side of Redlands Boulevard and east of California Street is associated with a previously recorded segment of Redlands Boulevard (P-36-032482) that was previously evaluated as ineligible for the NRHP and that does not appear to be a significant resource eligible for the CRHR under any criteria. The Mission Zanja (CA-SBR-8092H), which was listed on the NRHP in 1976, lies outside the segment of channel addressed in this record to the east.

***B10. Significance: (Continued):**

PHOTOGRAPHS

Photograph 1: View looking at the remaining part of the former reinforced concrete bridge over Mission Creek east up Redlands Boulevard on the west side of California Street.

Photograph 2: Close-up of the end wall of the bridge with its numeric designation.

***B10. Significance: (Continued):**

Photograph 3: View of the south end of the Mission Creek Channel segment before it goes underneath Redlands Boulevard.

Photograph 4: View looking southeast at the Mission Creek Channel segment toward Redlands Boulevard and California Street.

***B10. Significance: (Continued):**

Photograph 5: View looking north from the bridge over Redlands Boulevard at the Mission Creek Channel Segment.

Photograph 6: View looking north across Redlands Boulevard at the remaining concrete railing over the Mission Creek Channel.

***B10. Significance: (Continued):**

Photograph 7: View looking southeast towards the Redlands Boulevard crossing of the Mission Creek Channel.

Photograph 8: View looking across the channel at the bank cut, undeveloped land, and California Street.

Appendix C

CHRIS Records Search Data

Confidential Appendix:
Not for Public Review

36-007139 update 7/13

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION **CONTINUATION SHEET**	Primary # P-36-001134 UPDATE HRI# 36-007139 Trinomial CA-SBR-7139H UPDATE

Page 1 **of** 1 ***Resource Name or #** (Assigned by recorder)

***Recorded by:** P.Fulton, LSA ***Date:** 4/10/2012 ☐ Continuation ☒ Update

The site has been destroyed by large scale industrial development.

USGS Redlands

DPR 523L (1/95) ***Required information**

P&PW1124

36-007139

1063

Archaeological Site Record

Trinomial: CA-SBr-7139H
Michael K. Lerch & Associates **Field No.:** MKLA-9102-1
Page 1 **of** 8 **Site Name:** Marigold Farms

1. **County:** San Bernardino
2. **USGS Quad:** Redlands 7.5', 1967, photorevised 1988
3. **UTM Coordinates: Zone** 11; **A:** 479210 **mE;** 3771850 **mN. B:** 479210 **mE;** 3769800 **mN.** **C:** 477600 **mE;** 3769800 **mN. D:** 477600 **mE;** 3771225 **mN.**
4. **Township** 1S **Range** 3W; S ½ **of Section** 18, N ½ **of Section** 19 (projected), SBBM
5. **Map Coordinates:** 220-254 **mmS;** 28-95 **mmE.** **6. Elevation:** 1,100-1,160 feet
7. **Location:** Marigold Farms is bounded on the north by the Santa Ana River, on the east by California Street, on the south by Lugonia Avenue, and on the west by Mountain View Avenue. The dairy barn associated with Marigold Farms is located on the west side of California Street at Almond Avenue. The site record is based on fieldwork south of San Bernardino Avenue; the northern portion is recorded on the basis of archival and oral historical sources.

8. **Prehistoric** **Historic** X **Protohistoric**
9. **Site Description:** Marigold Farms was/is a dairy, farming, and ranching operation that dates from 1915 to the present. A dirt road once extended into the property from the east. This road may have been an extension of Almond Avenue, or Hugo Avenue, parallel to and south of Almond. Bryn Mawr Avenue, another dirt road, bisects the center of the property from north to south. A railroad siding named Marigold was located at the north center of the property on the San Bernardino Valley Traction Company line.
10. **Area:** 1¼ **mi. x** 1 **mi.;** 750 **acres** **Method of Determination:** scaled from map
11. **Depth:** surface **cm.** **Method of Determination:** estimate
12. **Features:** Extant on the southern portion of the site are a historic milking barn (Feature 1; CA-SBr-6857H) and a presumed modern equipment storage shed. Other historical features associated with Marigold Farms (domestic structure, hammer mill, silos, etc.) are located north of San Bernardino Avenue, outside the boundaries of the property under investigation, and were not formally recorded during this research. A historic resources inventory record of the north portion of the site has been assigned pending # P1063-68H. A cluster of residences was once located west of the barn. Wooden structures located at the south central portion of the property are thought to postdate the historical period. Two dirt roads are described in item 9, above. A red fired-brick standpipe is located approximately 10 meters southwest of the southwest corner of the barn. Reservoirs were once present on the property. The Marigold railroad siding was located near the north central portion of the property.
13. **Artifacts:** Only two artifacts were noted that may be associated with historical activities at the site; a metal clamp from the top of a (milk?) barrel was found in Room 2 of the dairy barn, and a metal doorknob plate was found in Alcove B.
14. **Non-artifactual constituents/Faunal Remains:** most of the site is under cultivation with alfalfa

15. **Date Recorded:** 29-30 July 1991 **16. Recorded By:** K. Swope, K. Slater, B. Cardoza
17. **Affiliation and Address:** Michael K. Lerch & Associates
P. O. Box 55134, Riverside, CA 92517-0134

Adapted from DPR 422 **MKLA (Rev. 10/91)**

Archaeological Site Record

Michael K. Lerch & Associates
Page 2 of 8

Trinomial: CA-SBr-7139H
Field No.: MKLA-9102-1
Site Name: Marigold Farms

18. **Human Remains:** none observed nor likely

19. **Site Disturbance:** Grafitti have been painted on the interior walls of the barn. Upper portions of both the interior and exterior walls contain numerous holes through the plaster. Extensive modern dumping has partially filled the milking lanes, making architectural observations difficult. The barn is slated for demolition prior to development of the property. Continual cultivation of the property since Marigold Farms was dissolved would have destroyed the integrity of potential surface artifacts.

20. **Nearest Water:** Santa Ana River at north edge of site. In historical times as at present, the property was furnished with irrigation water.
21. **Vegetation Community (vicinity):** cultivated palms, orange groves, alfalfa, vegetables
22. **Vegetation Community (onsite):** alfalfa (*Medicaga sativa*), willow (*Salix* spp.), and avocado (*Persea americana*) trees; tumbleweeds (*Salsola iberica*).
23. **Site Soil:** sandy loam
24. **Surrounding Soil:** same
25. **Geology:** Quaternary alluvium
26. **Landform:** alluvial terrace
27. **Slope:** very slight to west
28. **Exposure:** open

29. **Landowner(s)/Tenants, Address:** Southern portion—Barton Development, 10535 Foothill Boulevard, #350, Rancho Cucamonga, CA 91730; Northern portion—Marigold Business Park
30. **Remarks:** Site is not considered eligible for listing in the NRHP but is locally significant.

31. **References:** Southern portion—Cultural Resources Assessment of the Barton Center of Redlands, Marigold Farms, City of Redlands, San Bernardino County, California, by Karen K. Swope and Michael K. Lerch, March 1992; Northern portion—An Architectural Determination of Eligibility/ Significance Report and an Archaeological Survey of the Marigold Business Park, by Roger G. Hatheway, December 1991.
32. **Name of Project:** Southern portion—Barton Center of Redlands Concept Plan; Northern portion—Marigold Business Park.

33. **Type of Investigation:** Intensive surface inventory and historic structure recording on southern portion (Swope and Lerch 1992); archaeological "walkover" and architectural evaluation on northern portion (Hatheway 1991).
34. **Site Accession No.:** n/a **Curated At:** n/a
35. **Photos:** B/W prints and color slides, on file at MKLA, see report

P36007139

36-007139

Historic Feature Record

Michael K. Lerch & Associates

Trinomial: CA-SBr-7139H
Field No.: MKLA-9102-1, Feature 1
Site Name: Marigold Farms

HISTORIC RESOURCES INVENTORY: Feature 1

IDENTIFICATION AND LOCATION

1. Historic Name: Marigold Farms Dairy Barn
2. Common or Current Name: same
3. Number & Street: California Street
   City: Redlands Vicinity Only: ZIP: 92408 County: SBr
   Ser. No.
   National Register Status: 5S1
   Local Designation: none
   Cross-Corridor: Almond Avenue
4. UTM Zone: 11 A: 479130/3770210 B: C: D:
5. Quad Map No. Parcel No. Other

DESCRIPTION

6. Property Category: Building If District, Number of Documented Resources:
7. Briefly describe the present physical appearance of the property, including condition, boundaries, surroundings, and (if appropriate) architectural style. This milking barn measures 45 ft. N/S x 145 ft. E/W. It is basically of rectangular construction, with a single gable roof on the west, and a low hip roof on the east. Corrugated sheet metal provides the roofing material. The barn is constructed of poured concrete, with cement stucco on portions of the upper exterior walls. Five louvered cupola ventilators are situated on the roof, which has projecting eaves and exposed rafters. Flat casement windows are incorporated into the construction. Fifteen rooms and alcoves were identified in the barn, as well as a wooden shed addition. Included are: a washing room, a cold-storage room, an electrical control room, and two milking lanes. Other extant historical structures associated with Marigold Farms, but not recorded during this assessment, are located north of the recorded portion of this site. These structures include a residence, a hammer mill, silos, and a hay barn.

8. Planning Agency: City of Redlands
9. Owner & Address: Barton Development, 10535 Foothill Boulevard, #350, Rancho Cucamonga, CA 91730
10. Type of Ownership: Private
11. Present Use: Vacant
12. Zoning: unknown
13. Threats: approved for demolition

HISTORICAL INFORMATION

14. Construction Date(s): 1915-1917 A Original Location: same Date Moved: n/a
15. Alterations & Date: Wooden shed added to south-central exterior, date unknown.
16. Architect: Unknown Builder: Unknown
17. Historic Attributes (with Number from List): 04—Ancillary Building, 08—Industrial Building, 33—Farm/Ranch, 37—Highway/Trail

SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme: Economic/Industrial Area: Redlands
    Period: 1915-1945 Property Type: Barn Context Formally Developed?: No

Historic Feature Record

Michael K. Lerch & Associates
Page 4 of 8

Trinomial: CA-SBr-7139H
Field No.: MKLA-9102-1, Feature 1
Site Name: Marigold Farms

HISTORIC RESOURCES INVENTORY: Feature 1 (cont.)

19. **Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.** This barn represents the only remaining physical evidence of early dairy activity in the Redlands area. Particularly because so much of the agricultural history of Redlands is focused on the citrus industry, this barn, as an example of dairy activity, has local importance.

20. **Sources** Numerous archival records, oral interviews, and newspaper articles; see Cultural Resources Assessment of the Barton Center of Redlands, Marigold Farms, City of Redlands, San Bernardino County, California, by Karen K. Swope and Michael K. Lerch, March 1992

21. **Applicable National Register Criteria** n/a
22. **Other Recognition** California Archaeological Inventory, CA-SBr-6857H
State Landmark No. (if applicable) none

23. **Evaluator** Karen K. Swope
Date of Evaluation 15 December 1991
24. **Survey Type** Project Related
25. **Survey Name** Cultural Resources Assessment of the Barton Center of Redlands
26. **Year Form Prepared** 1992

By (name) Michael K. Lerch, Karen K. Swope
Organization Michael K. Lerch & Associates
Address Post Office Box 55134
City & Zip Riverside, CA 92517-0134
Telephone (714) 784-6293

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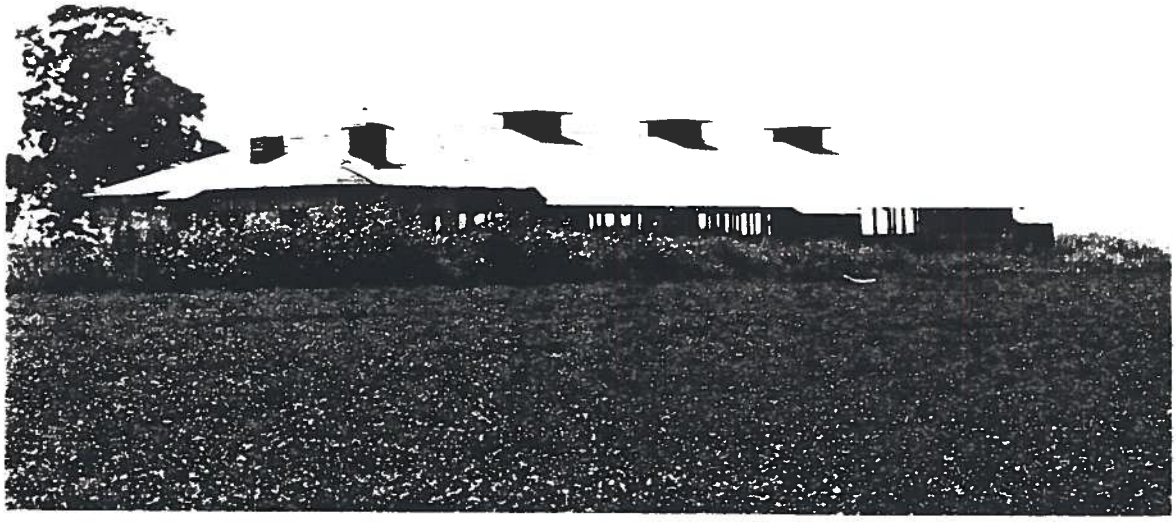
Historic Feature Photographs

Michael K. Lerch & Associates

Trinomial: CA-SBr-7139H
Field No.: MKLA-9102-1, Feature 1
Site Name: Marigold Farms

View southeast of barn, showing arched entry vestibules



View southwest of barn, showing cupola ventilators

MKLA (Rev. 10/91)

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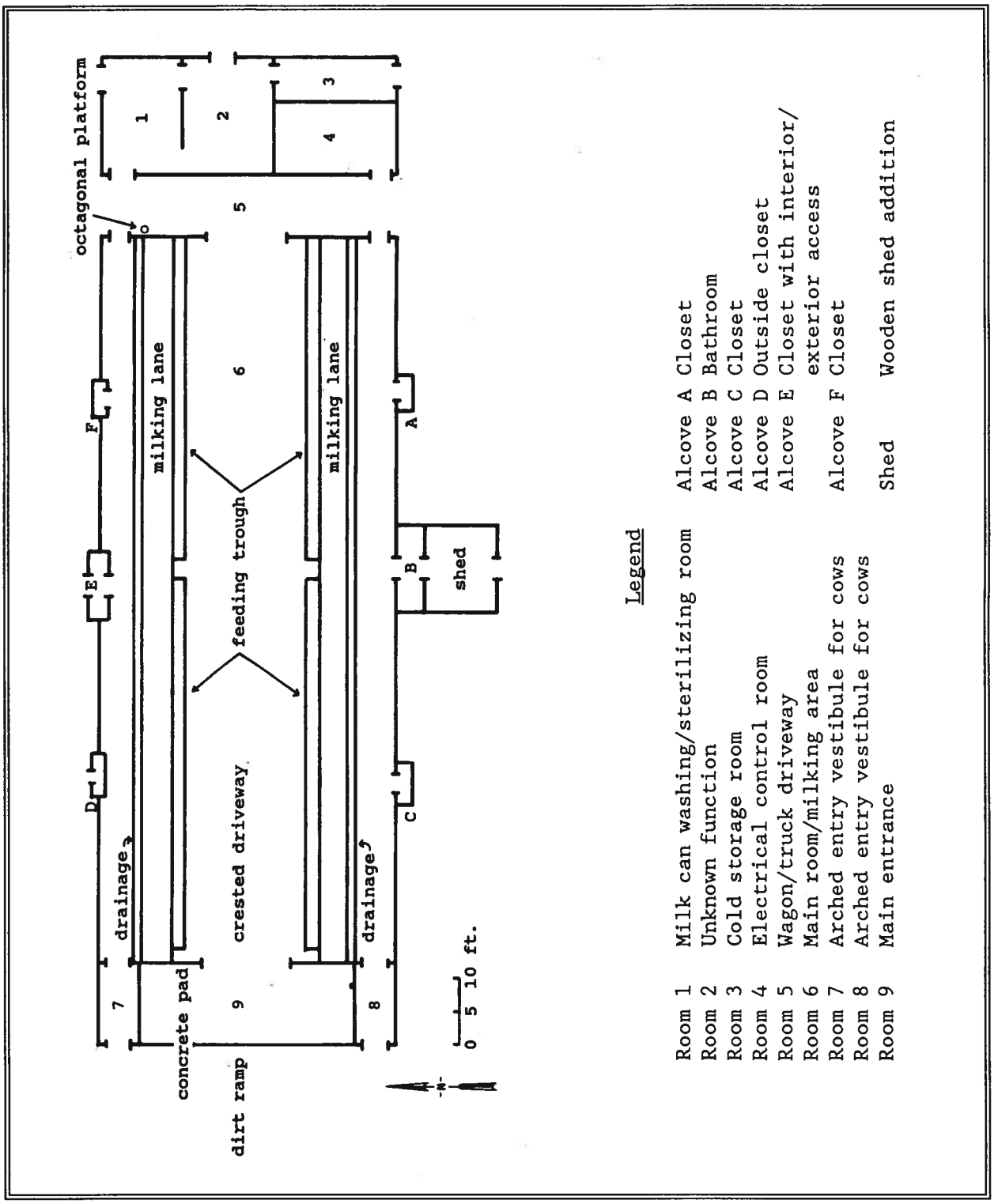
Archaeological Feature Map

Michael K. Lerch & Associates

Trinomial: CA-SBr-7139H
Field No.: MKLA-9102-1, Feature 1
Site Name: Marigold Farms



Legend

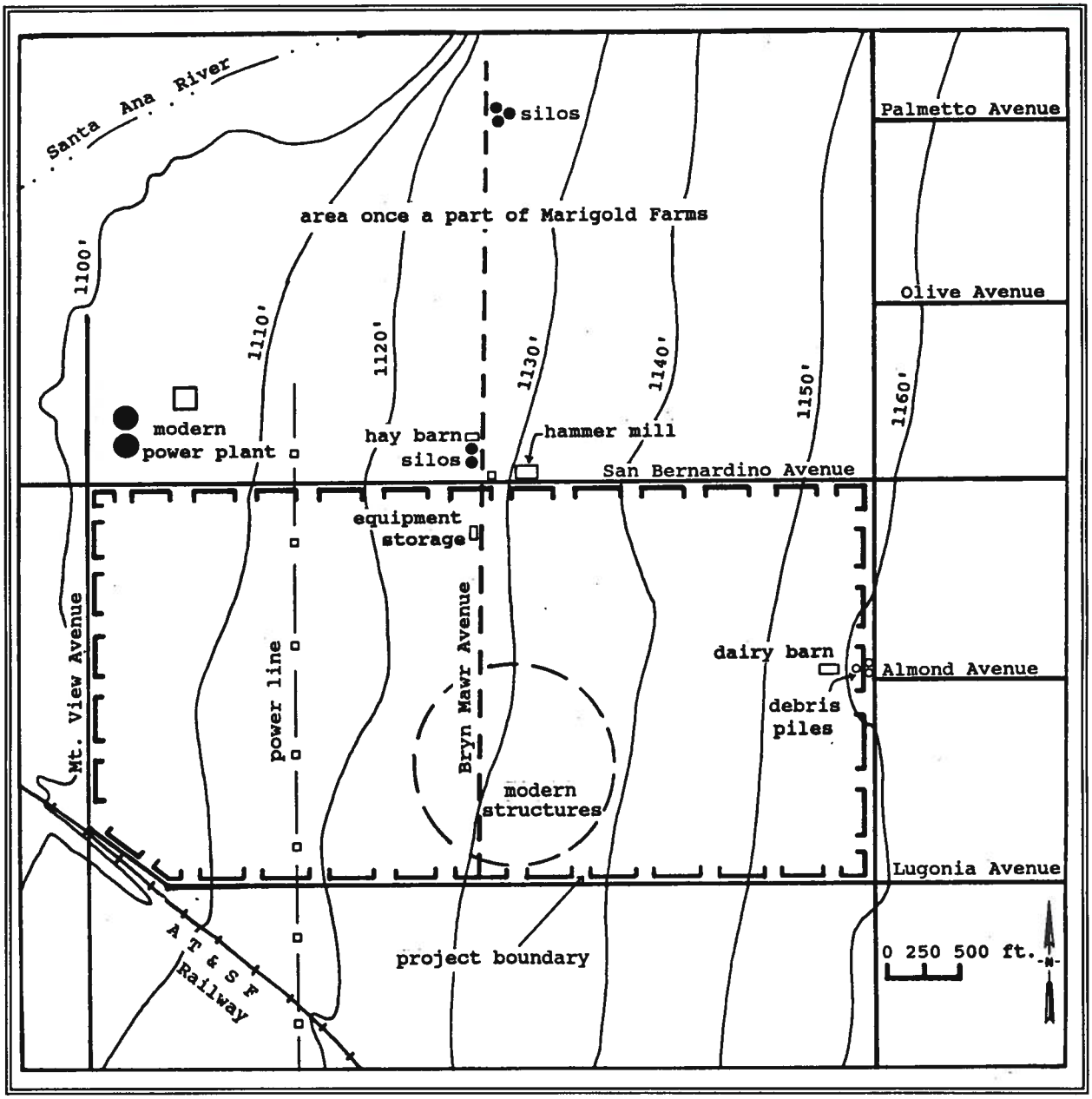
Room 1	Milk can washing/sterilizing room	Alcove A	Closet
Room 2	Unknown function	Alcove B	Bathroom
Room 3	Cold storage room	Alcove C	Closet
Room 4	Electrical control room	Alcove D	Outside closet
Room 5	Wagon/truck driveway	Alcove E	Closet with interior/ exterior access
Room 6	Main room/milking area		
Room 7	Arched entry vestibule for cows	Alcove F	Closet
Room 8	Arched entry vestibule for cows	Shed	Wooden shed addition
Room 9	Main entrance		

MKLA (rev.10/91)

Archaeological Site Map

Michael K. Lerch & Associates

Trinomial: CA-SBr-7139H
Field No.: MKLA-9102-1
Site Name: Marigold Farms



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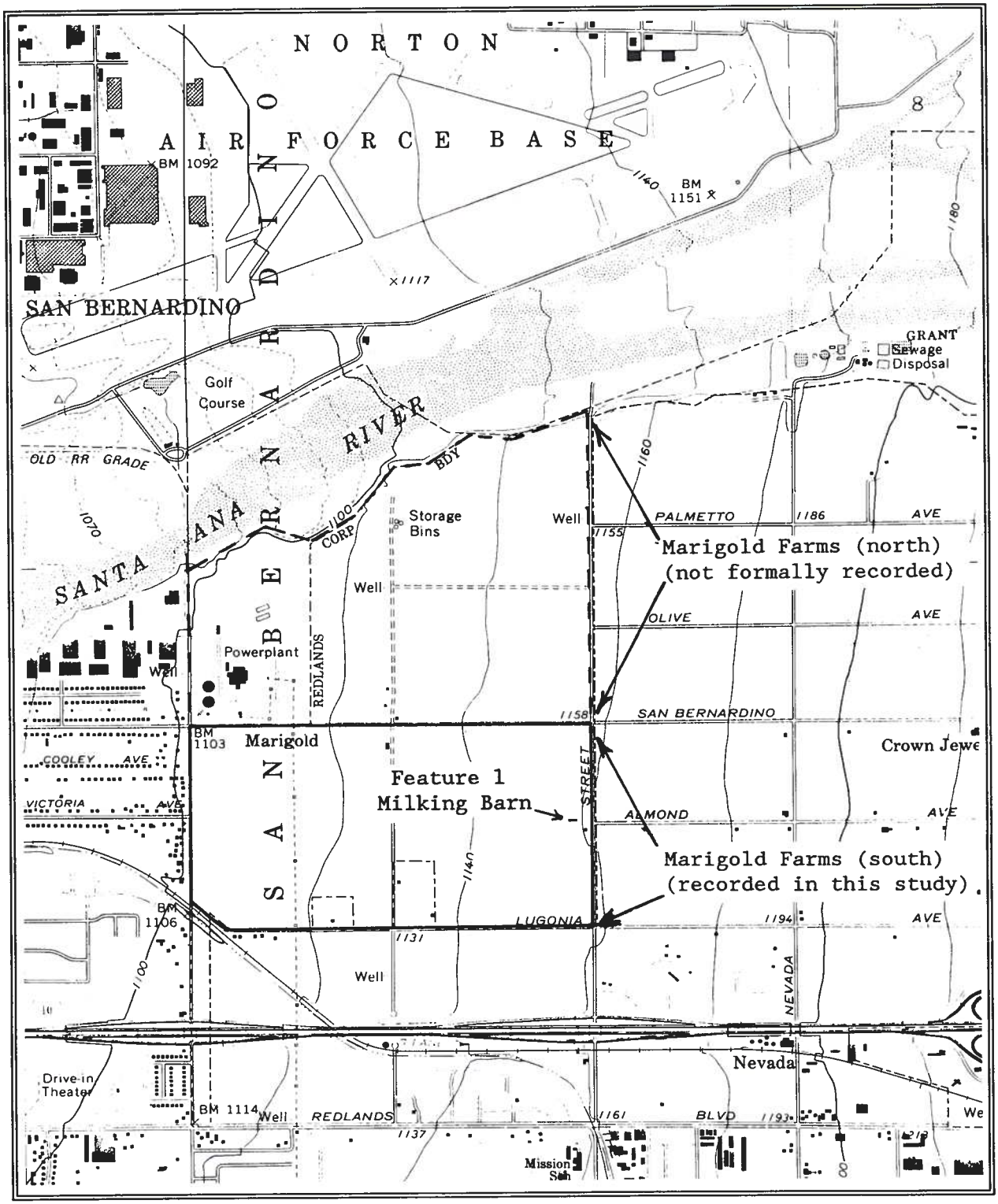
Archaeological Site Location

Michael K. Lerch & Associates

Trinomial: CA-SBr-7139H
Field No.: MKLA-9102-1
Site Name: Marigold Farms



Source: USGS Redlands 7.5'topographic quadrangle, 1967, pr. 1988

MKLA (Rev. 10/91)

PART OF SBR-7139H

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION

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CA-SBR-7139H

HISTORIC RESOURCES INVENTORY

RAT-100-2486

IDENTIFICATION AND LOCATION

1. Historic Name: Marigold Farms
2. Common or Current Name: Marigold Farms
3. Number & Street: 26114 San Bernardino Ave. Cross-Corridor: California St.
   City: Redlands Vicinity Only: ___ ZIP: 92408 County (3-Letter Designator): SBR
4. UTM Zone: ___ A: N/A B: ___ C: ___ D: ___
5. Quad Map No.: N/A Parcel No.: N/A Other: ___

Ser. No. ___
National Register Status ___
Local Designation ___

DESCRIPTION

6. Property Category: Bldg., Struc. If District, Number of Documented Resources: N/A
7. Briefly describe the present physical appearance of the property, including condition, boundaries, surroundings, and (if appropriate) architectural style.

Marigold Farms, otherwise known as the Marigold Business Park property, is located at 26114 San Bernardino Avenue, City of Redlands, California. It consists of an extended complex of building and structural features. The main building complex fronts along the north side of San Bernardino Avenue, approximately one-half mile to the west of California Street (Photos 1-2). It includes a small tenant house (Photos 3-4), a large barn/utility building (Photo 5), a weigh scale and scale house (Photo 9), a small corrugated metal building (Photo 10), a large open shed (Photo 14), a set of gas pumps (photo 16), twin concrete silos (Photo 6), several equipment storage areas (Photo 14-15), and several modern trailers and RV's used as employee housing (Photo 13). A pump house, well, and storage shed are located approximately one-third of a mile to the north of the

8. Alterations & Date: 1919-present (see report)
9. Related Features on Property: (See report)

Attach Photo Envelope Here
Put Address and Photo Date on Rear of Photo

(SEE ATTACHED PHOTOGRAPHS)

10. Planning Agency: Redlands
11. Owner & Address: (See Report)
12. Type of Ownership: private
13. Present Use: farm
14. Zoning: N/A
15. Threats: N/A

Send a copy of this form to: State Office of Historic Preservation, P.O. Box 942896, Sacramento, CA 94296-0001
DPR 523 (Rev. 11/89)

91
LATHROP

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HISTORICAL INFORMATION

16. Construction Date(s) 1913-Present Original Location Yes Date Moved _____

17. Architect None Builder Unknown

18. Historic Attributes (with Number from List) N/A (see report)

SIGNIFICANCE AND EVALUATION

19. Context for Evaluation: Theme (See Report) Area (See Report)
Period (Report) Property Type (See Report) Context Formally Developed? Yes

20. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.

The Marigold Business Park property was originally owned by the Riverside Trust Company Limited, an enterprise established by Matthew Gage in order to carry out his irrigation plans for the Riverside area. Subsequently, portions of the property were owned by the Cage Canal Company, a "spin-off" of the Riverside Trust Company Limited, and by various private investors including Arthur Gregory (Redlands Security Company), and C. S. Chapman, Alice Ellen Chapman, Sam Collins, and Lester Semans. The ownership and improvement history of the property is as follows:

21. Sources

Refer to Report Bibliography

22. Applicable National Register Criteria None
(Possible local landmark)

23. Other Recognition None
State Landmark No. (if applicable) None

24. Evaluator Roger Hatheway
Date of Evaluation December 1991

25. Survey Type (See Report)

26. Survey Name (SEE REPORT)

27. Year Form Prepared 1991
By (Name) Roger Hatheway
Organization Hatheway & Associates
Address PO Box 3246
City & ZIP Crestline 92325
Phone (714) 338-0027

Sketch map. Show location and boundaries of property in relation to nearby streets, railways, natural landmarks, etc. Name each feature.

N

(REFER TO ATTACHED MAPS)

ITEM #7 DESCRIPTION CONTD.

main building complex (Photos 11-12), and three additional silos are located approximately one-quarter of a mile to the north of the well and pump house (Photo 7). Additional features include a small concrete reservoir (Photo 8), and numerous irrigation standpipes and junction boxes (Photos 17-18). The majority of building features are in poor to fair condition. All of the silos have been abandoned, and their caps and equipment have been removed. The small above-ground reservoir is abandoned, and the sheds and barns are minimally maintained. The tenant house appears to be in fair to poor condition.

The tenant house consists of a single story wood frame building unit. It is built in an essentially rectangular plan, and is built on a concrete foundation. The building is designed as a very minimal example of the Craftsman architectural style, including the use of exposed rafter ends and clapboard siding. The structure appears to have been added onto at least twice, and is undistinguished architecturally.

The twin silos near the main building complex are of monolithic concrete construction. They are approximately 18 feet in diameter, and are circular in plan. The three silos located in the northwestern corner of the property are also of concrete construction, and they are each approximately 18 feet in diameter. Two of these are stave type silos, while the third is based on a variation of the Unadilla type. All of the silos have their caps and equipment removed. The silos are, however, the only examples of their architectural type within the City of Redlands.

The large barn, small shed and pump house are of wood frame construction with corrugated metal siding. They are strictly utilitarian/industrial in design, and are not unique architectural examples of their type. The small wood frame scale house, and large concrete scale are (architecturally) relatively unique at a local level, but they are not the only examples of their type in the region. The large open shed has a wood frame, and a pitched corrugated metal roof. It is of typical construction and is in poor condition.

The remaining structural features, standpipes, junction boxes, abandoned reservoir, etc., are all typical in design and method of construction. Essentially the same units may be found throughout the entire Inland Empire.

*****

In summary, by far the majority of features of the Marigold Farms building complex are undistinguished architecturally. The five silos are unique to the Redlands area, and they clearly have local interest and significance. It must also be noted that a considerable variety of historic agricultural implements are to be found on the property, including water wagons, hay rakes,

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discs, harrows, and a planter. These pieces of equipment are becoming increasingly rare, and should be regarded as unique.

ITEM #20: SIGNIFICANCE AND EVALUATION CONTD.

County Assessor's Map and Lot Book Information

Book 9: 1895-1903 and Book 10: 1895-1903
Portions of Lots 3-8 (south of river) are owned by the Riverside Trust Company Limited.

Lots 1-3, 34-47, 54-55, and 64-70 are listed as owned by the Riverside Trust Company Limited.

Book 9: 1904-1907 and Book 10: 1895-1903
Portions of Lots 3-8 (south of river) are owned by the Riverside Trust Company Limited.

Lots 1-3, 34-47, 54-55, and 64-70 are listed as owned by the Riverside Trust Company Limited.

Book 9: 1908-1912 and Book 10: 1908-1912
Portions of Lots 3-8 (south of river) are owned by the Riverside Trust Company Limited.

Lots 1-3, 34-47, 54-55, and 64-70 are listed as owned by the Riverside Trust Company Limited.

Book 9: 1913-1917 and Book 10: 1913-1917
Portions of Lots 3-8 (south of river) are owned by the Gage Canal Company beginning in 1913. A $100 improvement is listed.

Lots 1-3, 34-47, 54-55, and 64-70 are listed as owned by the Redlands Security Company..

Book 4: 1917-1922
Portions of Lots 3-8 (south of river) are owned by the Gage Canal Company.

Lots 1-3, 34-47, 54-55, and 64-70 are listed as owned by the Redlands Security Company. Lot number 66 has a $275 improvement listed in 1913, and Lot #35 has a $650 improvement first listed in 1920.

Book 23: 1923-1928
Portions of Lots 3-8 (south of river) are owned by the Gage Canal Company.

Lots 1-3, 34-47, 54-55, and 64-70 are listed as owned by the Redlands Security Company. Lot #35 has a $1550 improvement in 1923, lot #65 has a $500 improvement, and lot #66 has a $900 improvement.

Book 48: 1929-1934
Portions of Lots 3-8 (south of river) are owned by the Gage Canal Company. A total of $4500 in improvements are listed.

Lots 1-3, 34-47, 54-55, and 64-70 are listed as owned by the Redlands Security Company from 1929-1930.

Lots 1-3, 34-47, 54-55, and 64-70 are listed as owned by Charles S. Chapman from 1930-1933.

Lots 1-3: Transcounties Corp. briefly in 1933, and Sam L. Collins in from late 1933-1934.

Lots 34-35: Transcounties Corp. briefly in 1933, and Lester Semans from 1933-1934. Lot #35 has a $1550 improvement.

Lots 36-45: Transcounties Corp. briefly in 1933, and Alice Ellen Chapman from 1933-1934. Lot #36 has a $350 improvement.

Lots 46-50: Lester Semans from 1933-1934.

Lots 54-55: Transcounties Corp. briefly in 1933, and Lester Semans from 1933-1934.

Lots 64-65: Alice Ellen Chapman from 1933-1934. Lot #65 has a $500 improvement.

Lot 66: Lester M. Semans from 1933-1934. A $900 improvement is listed.

Lots 67-70: Alice Ellen Chapman from 1933-1934.

Book 70: 1935-1939
Portions of Lots 3-8 (south of river) are owned by the Gage Canal Company. A total of $3700 in improvements are listed.

Lots 1-3: Sam L. Collins owner.

Lots 34-35: Lester Semans owner. Lot #35 has improvements ranging form $1240-$1860.

Lots 36-45: Alice Ellen Chapman owner. Lot #36 has improvements ranging from $280-$420.

Lots 54-55: Lester M. Semans owner.

Lots 64-65: Alice Ellen Chapman owner. Lot #65 has improvements ranging from $400-$500.

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Lot 66: Lester M. Semans owner. Improvements range from $720-$1080.

Lots 67-70: Alice Ellen Chapman owner.

Book 101: 1940-1945
Portions of Lots 3-8 (south of river) are owned by the Gage Canal Company.

Lots 1-3: Owner by Sam Collins from 1940-1943, and by C. S. Chapman from 1943-1945.

Lots 34-35: Lester Semans owner. A $1860 improvement on Lot #35.

Lots 36-45: Alice Ellen Chapman owner.

Lots 46-50: Lester M/ Semans owner.

Lots 54-55: Lester Semans owner. A $1000 improvement on Lot #35 in 1943.

Lots 64-65: Alice Ellen Chapman owner. A $600 improvement on Lot #65.

Lot 66: Lester Semans owner. A $1080 improvement in to 1941. A $160 improvement from 1941-1945.

Lots 67-70: Alice Ellen Chapman owner.

*****

In review, the ownership of the Marigold property is actually relatively less complex than as is indicated by the official records. The first two major owners were the Riverside Trust Investment Company, and the Redlands Security Company (as controlled by Arthur Gregory). The property was subsequently owned (1933-1945) by a number of individuals, but was largely under the control of the Chapman family. Lester Semans and Sam Collins were friends of the family, and it is clear that the sale of portions of the property were largely a result of efforts on the part of the Chapman family to lessen the impacts of a depression period economy.

Matthew Gage: The Gage Canal and the Riverside Trust Investment Company.

Matthew Gage was born in Coleraine, Ireland, on January 11, 1844, the son of James and Margaret Jane (Orr) Gage. Gage would become one of the most prominent businessman in the Riverside/San Bernardino district during the last two decades of the twentieth century. Educated in Kingston, Canada, Gage moved to Riverside in 1881. Following initial efforts to establish a citrus

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orchard with insufficient water, Gage purchased what would become known as the Victoria tract on March 1, 1886. He quickly drilled a number of artesian wells on this property. Earlier, in July of 1885, Gage had purchased a major share of the Hunt and Cooley ditch. Clearly, Gage had recognized the critical role that water would play in southern California, and he further sought to build a canal (the Gage Canal) to reclaim section 30 lying east of Riverside. Gage envisioned a much larger irrigation project, but was unable to secure adequate financing. As a result, he journeyed to England in 1889, ultimately forming the Riverside Trust Company on December 13, 1889.

For many years Gage served as the managing director of the Riverside Trust Company. He died on January 22, 1916.

The Gage Canal has recently been recognized as having considerable historic significance. It has also been documented in accordance with Historic American Buildings Survey (HABS) guidelines (a draft product is available from the City of Riverside Redevelopment Agency).

Arthur Gregory: Prominent Redlands Investor and Businessman, and Initial Proprietor of Marigold Farm

Arthur Gregory was a prominent Redlands businessman and investor. He contributed to many civic projects throughout his lifetime, and was for many years active in the citrus packing industry. In 1913, Gregory purchased what would become the Marigold property from the Riverside Trust and Investment Company.

Gregory was one the founders of the first Baptist church in Redlands. Organized in 1887, Gregory would later serve as the Chairman of the Board of Trustees of the Baptist Church.

In 1909, Gregory donated a bandshell to Redlands. Earlier, in 1907, he was appointed one of the original members of the Board of Trustees of the University of Redlands. He would serve as an active member from 1907 to 1948, and then as Emeritus from 1948-1954. Gregory was also the original Chairman of the Building Committee for the University.

By 1910, Gregory owned a citrus packing business in Redlands, and was generally regarded as one of the leading citizens of the city.

In 1913, Gregory, in an apparent effort to expand his business interests, purchased what is know known as the Marigold property. The first improvement on the property was made in 1913, and city directories first contain a listing for Marigold Farm in 1917.

Information relevant to Gregory during the period extending

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form 1914-1931, is contained in various Redlands city directories.

Redlands City Directories

1914-1915
Arthur Gregory is listed as manager of the Mutual Orange Distributors. He is living at 716 Orange with wife Emma.

1915-1916
Arthur Gregory is listed as general manager of the Mutual Orange Distributors. He is living at 716 Orange with wife Emma.

1917
Arthur Gregory is listed as the proprietor of "Marigold Farm."

Arthur Gregory is listed as the proprietor of Marigold Farm Dairy.

1919
Arthur Gregory is listed as the president of Redlands Orangedale Groves Inc. He is living with wife, Frances E., at 716 Orange.

Gregory is listed as the proprietor of Marigold Farm.

1921
John R. Bruckhart is listed as the foreman of Marigold Farm.

Gregory is listed as the proprietor of Marigold Dairy Ranch.

Albert Van Dienst is listed as the proprietor of Marigold Dairy Ranch.

1923
Arthur Gregory (wife Frances) is listed as a rancher

1927
Arthur Gregory is listed as living on Dwight, one block north of Mariposa.

There is a listing for Marigold Farm.

Redlands Security Company (Arthur Gregory) real estate is listed at 7 1/2 East State.

1929
Arthur Gregory is listed as manager of the Redlands Security Company. He is living at 1601 Dwight.

1931
Gregory is listed as president of the Redlands Orangedale Association Inc., and as manager of the Redlands Security Company.

Update 5/24

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

PRIMARY RECORD

Primary # 36-013887 H
HRI #
Trinomial
NRHP Status Code 3B
Other Listings
Review Code Reviewer Date

Page 1 of 2 *Resource Name or # (Assigned by recorder) CRM TECH 963-9H

P1. Other Identifier: Cole Ranch Residence

*P2. Location: ____Not for Publication √ Unrestricted *a. County San Bernardino
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Redlands, Calif. Date 1985
T1S; R3W; S.B.B.M.; (within the Rancho San Bernardino land grant)

c. Address 26251 Redlands Boulevard City Loma Linda Zip 92354

d. UTM: (Give more than one for large and/or linear resources) Zone 11 ; 478640 mE/ 3767850 mN
UTM Derivation: √ USGS Quad ____ GPS

e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate) APN 0292-461-04; on the south side of Redlands Boulevard between Rhonda Street and Mountain View Avenue.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) One of the better-known historic homes in Loma Linda, this large, two-story, Free Classic Queen Anne-style residence features a wrap-around open veranda supported by classical columns, several wood-framed double-hung windows, and a high-pitched hip roof with centered gables. The house retains a high level of architectural integrity.

*P3b. Resource Attributes: (List attributes and codes) HP2-Single family property

*P4. Resources Present: √ Building ____ Structure ____ Object ____ Site ____ District √ Element of District ____ Other (isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

P5b. Description of Photo: (view, date, accession #) Photo taken on June 19, 2003; view to the southeast.

*P6. Date Constructed/Age and Sources:
√ Historic ____ Prehistoric ____ Both
Construction Date: Ca. 1882-1886 (see Items B6 and B12 for details)

*P7. Owner and Address:
Loma Linda Redevelopment Agency
11138 Anderson Street
Loma Linda, CA 92666

*P8. Recorded by: (Name, affiliation, and address)
Casey Tibbet
CRM TECH
4472 Orange Street
Riverside, CA 92501

*P9. Date Recorded: June 2003

*P10. Survey Type: Intensive-level, CEQA-compliance survey

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Bai "Tom" Tang, Michael Hogan, Mariam Dahdul, Casey Tibbet, and Daniel Ballester (2003): Historical/Archaeological Resources Survey Report: University Village Project, City of Loma Linda, San Bernardino County, California. On file, Archaeological Information Center, San Bernardino County Museum, Redlands.

*Attachments: ____None ____Location Map ____Continuation Sheet √ Building, Structure, and Object Record
____Archaeological Record ____District Record ____Linear Resource Record ____Milling Station Record
____Rock Art Record ____Artifact Record ____Photograph Record ____Other (List):

DPR 523A (1/95) *Required information

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

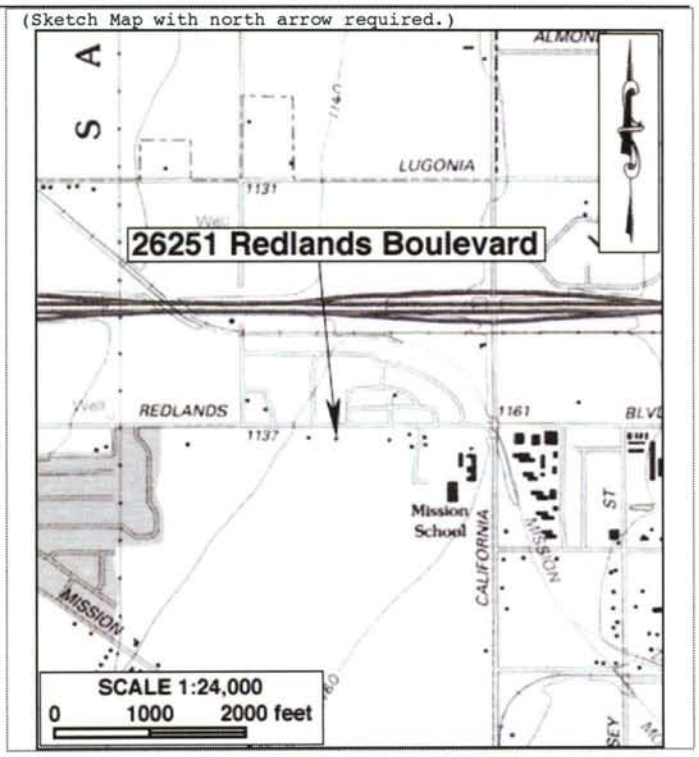
Primary # 36-013887
HRI #

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code 3B
*Resource Name or # (Assigned by recorder) CRM TECH 963-9H

B1. Historic Name:
B2. Common Name: Cole Ranch Residence
B3. Original Use: Single-family residence
B4. Present Use: Single-family residence
*B5. Architectural Style: Free Classic Queen Anne
*B6. Construction History: (Construction date, alterations, and date of alterations) This residence was constructed by early settler Hugh Henry Cole in 1882-1886 and occupied by the Cole family until at least 1960. It is reportedly the largest grove house remaining in the City of Loma Linda.
*B7. Moved? √ No ___ Yes ___ Unknown Date: Original Location:
*B8. Related Features: See Item P3a on p. 1.
B9a. Architect: Unknown b. Builder: Unknown
*B10. Significance: Theme Rural residential development
Area City of Loma Linda Period of Significance Ca. 1882-1886
Property Type Single-family residence Applicable Criteria N/A
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) The Cole Ranch House is among the oldest surviving buildings in the City of Loma Linda. Retaining excellent architectural integrity and historic character, it has been determined to be a primary contributor to the Mission Road Historic District as designated by the City of Loma Linda, and was additionally found eligible for listing in the National Register of Historic Places through previous survey evaluation. It was constructed during the district's most tangible period of significance, namely the 1870s-1930s.
B11. Additional Resource Attributes: (List attributes and codes)
*B12. References: Hathaway, Roger G. (1998): Determination of Eligibility Report for the Mission School and the Cole Ranch Residence and a Cultural Resource Mitigation Plan for a Proposed "Commercial Project" Located at the Southwest Corner of Redlands Boulevard and California Street.
B13. Remarks:
*B14. Evaluator: Bai "Tom" Tang
*Date of Evaluation: June 2003

(Sketch Map with north arrow required.)



(This space reserved for official comments.)

DPR 523A (1/95)

*Required information

P1063-16-H

ARCHITECTURAL/HISTORICAL BUILDING INVENTORY #15

36-013887

LOCATION/IDENTIFICATION (See Also Attached Map)

1. Street: 26251 Redlands Blvd. Name: _____
2. City: Loma Linda Zip: _____ County: San Bernardino
3. Parcel #: (See Attached General Location Map)
4. Present Use: Res. ● Com. ___ Ind. ___ Other _____

DESCRIPTION (See Also Attached Photo)

5. Architectural Style: Queen Anne/Colonial Revival Influence
6. Plan: Rect. ● Sq. ___ "L" ___ "U" ___ "T" ___ Irreg. ___ Other _____
7. Height: 1 ___ 2 ● 3 ___ 4 ___ Multiple ___ Other _____
8. Roof Shape: Gabled ___ Hip ● Flat ___ Composite ___ Other _____
9. Fabric: Wood ● Stucco ___ Brick ___ Concrete ___ Metal ___ Other _____
10. Windows: Flat ● Arch ___ Segmental ___ Sash ___ Fixed ___ Other _____
11. Condition: Excellent ___ Good ● Fair ___ Poor ___ Deteriorated _____
12. Alterations: None ___ Major ___ Minor ● Type ● Addition to rear
13. Related Features: None ___ Type ● Garage

SIGNIFICANCE: CATEGORY 1 (2) 3 4 5 D

14. Main Theme of Resource: (Check more than one if necessary)
    Architecture ● Settlement ___ Economic/Industrial ___ Religion ___
    Gov. ___ Arts/Leisure ___ Military ___ Education ___ Other _____
15. Construction Date: Estimated 1898 Factual _____
16. Historic Use: Res. ● Com. ___ Ind. ___ Other/Name _____
17. Historic Association(s): None ___ Type ● Citrus industry, largest 19th Century structure in Loma Linda today

SURVEY DATA

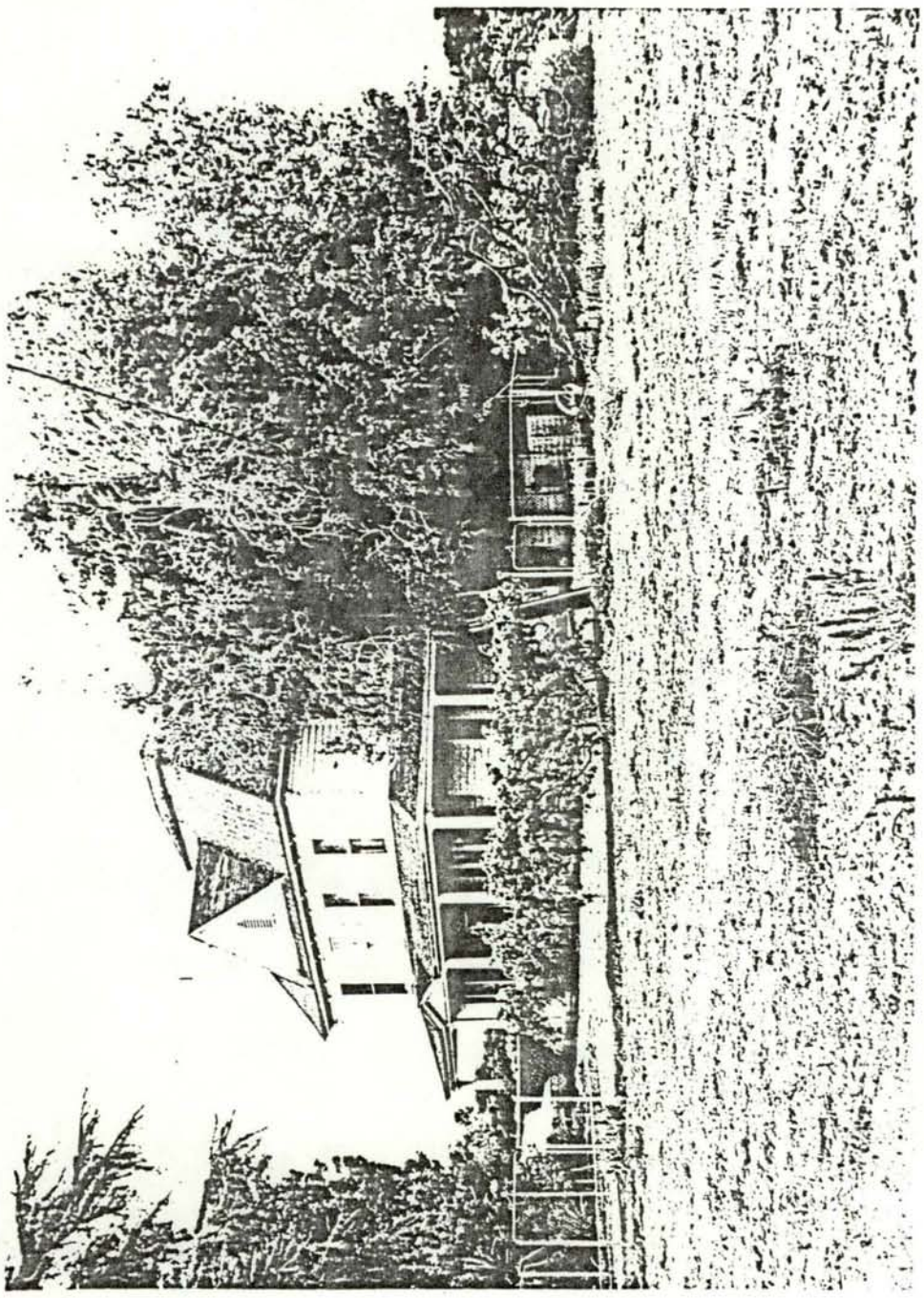
18. By Roger Hatheway Date 10/8/87
    Organization Hatheway & McKenna
    Address 23301-A La Glorieta
    City Mission Viejo Zip 92691
    Phone (714) 458-1245

Photo To N NE E (SE) S SW W NW
Film Type--Plus X
Roll (A) B C D E F
Exp. 1 2 3 4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 (20) 21 22 23 24
25 26 27 28 29 30 31
32 33 34 35 36

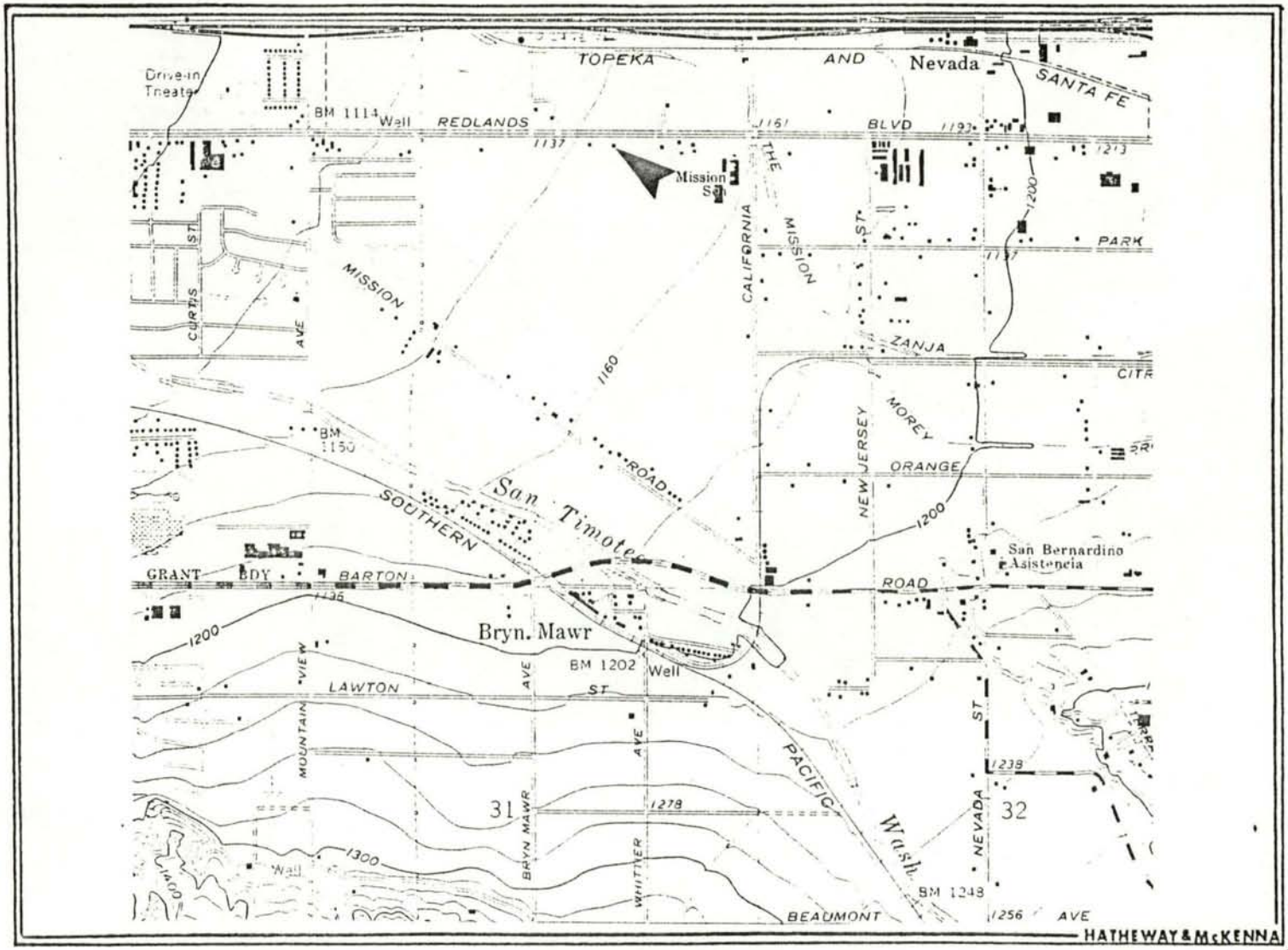
20. Sources: Please Refer to the Attached Report

36-013887

15



HATHEWAY & McKENNA



15

REDLANDS, CALIF.
SW/4 REDLANDS 15' QUADRANGLE
34117-A2-TF-024

1967
PHOTOREVISED 1980
DMA 2552 II SW—SERIES V895

36-013887

Update 5/09

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

PRIMARY RECORD

Primary # 36-013893
HRI # H
Trinomial
NRHP Status Code 3B
Other Listings
Review Code Reviewer Date

Page 1 of 2 *Resource Name or # (Assigned by recorder) 965-1H

P1. Other Identifier: Mission School

*P2. Location: ___ Not for Publication √ Unrestricted *a. County San Bernardino
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Redlands, Calif. Date 1967, photorevised 1985
T1S; R3W; S.B. B.M. Within the Rancho San Bernardino Land Grant.
Elevation: Ca. 1140 feet above mean sea level

c. Address 10568 California Street City Loma Linda Zip 92354

d. UTM: (Give more than one for large and/or linear resources) Zone 11; 479160 mE/ 3768900 mN
UTM Derivation: √ USGS Quad ___ GPS

e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate) This building is located on the west side of California Street, just south of Redlands Boulevard.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) The most buildings of the Spanish Eclectic-style Mission School are intact and retain a high degree of architectural integrity; the school's grounds are in a somewhat neglected state.

*P3b. Resource Attributes: (List attributes and codes) HP15 Educational building

*P4. Resources Present: √ Building ___ Structure ___ Object ___ Site ___ District √ Element of District
Other (isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

P5b. Description of Photo: (view, date, accession #) Photo taken on May 20, 2003; view to the west.

*P6. Date Constructed/Age of Sources:
√ Historic ___ Prehistoric ___ Both
1936-1937 (see Items B6 and B12 for detail)

*P7. Owner and Address:
Unknown

*P8. Recorded by: (Name, affiliation, and address)
Casey Tibbet, CRM TECH
4472 Orange Street
Riverside, CA 92501

*P9. Date Recorded: July 2003

*P10. Survey Type: Intensive-level CEQA-compliance survey

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Bai "Tom" Tang, Michael Hogan, Mariam Dahdul, Casey Tibbet, and Daniel Ballester (2003): Historical/Archaeological Resources Survey: Orchard Park Project, City of Loma Linda, San Bernardino County, California. On file, Archaeological Information Center, San Bernardino County Museum, Redlands.

*Attachments: ___ None ___ Location Map ___ Continuation Sheet √ Building, Structure, and Object Record
___ Archaeological Record ___ District Record ___ Linear Resource Record ___ Milling Station Record
___ Rock Art Record ___ Artifact Record ___ Photograph Record ___ Other (List):

DPR 523A (1/95) *Required information

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

Primary #
HRI #

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code 3B

*Resource Name or # (Assigned by recorder) 965-1H

B1. Historic Name:

B2. Common Name: Mission School

B3. Original Use: School B4. Present Use: Vacant

*B5. **Architectural Style:** Spanish Eclectic-style

*B6. **Construction History:** (Construction date, alterations, and date of alterations) The Mission School was built in 1936-1937 as a Works Progress Administration (WPA) project, and was considered "state-of-the-art for the mid-1930s." It currently is "mothballed" by the school district, with only a small portion in use.

*B7. **Moved?** √ No ___ Yes ___ Unknown **Date:** **Original Location:**

*B8. **Related Features:** See Item P3a on p. 1.

B9a. Architect: Unknown b. Builder: Unknown

*B10. **Significance:** **Theme** N/A **Area** N/A

Period of Significance N/A **Property Type** N/A **Applicable Criteria** N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) The Mission School previously has been determined eligible for listing in the National Register of Historic Places, and thus readily meets CEQA's definition of a "historical resource." Additionally, as successor to the original Mission School on the south side of Cottonwood Row, it served the Old San Bernardino area for many decades and retains its integrity to relate to its 1930s origin. As such, it is considered a primary contributor to the significance of the Mission Road Historic District as designated by the City of Loma Linda.

B11. Additional Resource Attributes: (List attributes and codes) HP4—Ancillary buildings

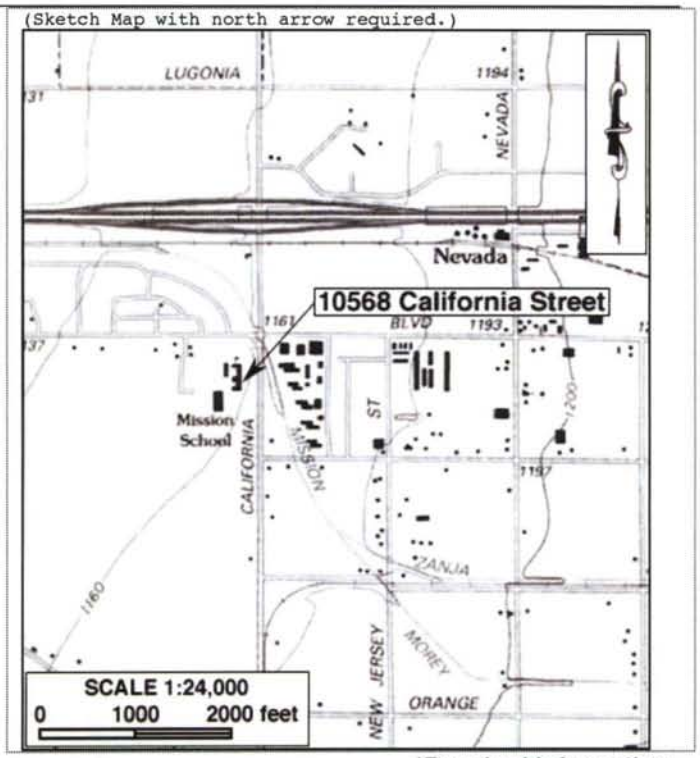
*B12. **References:** Roger G. Hathaway (1998): Determination of Eligibility Report for the Mission School and the Cole Ranch Residence and a Cultural Resource Mitigation Plan for a Proposed "Commercial Project" Located at the Southwest Corner of Redlands Boulevard and California Street. On file, RBF Consulting, Irvine.

B13. Remarks:

*B14. **Evaluator:** Bai "Tom" Tang

*Date of Evaluation: July 2003

(Sketch Map with north arrow required.)



(This space reserved for official comments.)

DPR 523A (1/95)

*Required information

R1063-45-11

ARCHITECTURAL/HISTORICAL BUILDING INVENTORY #16

LOCATION/IDENTIFICATION (See Also Attached Map) 36-013893

1. Street: 10568 California Street Name: Mission School
2. City: Loma Linda Zip: _____ County: San Bernardino
3. Parcel #: (See Attached General Location Map)
4. Present Use: Res. ___ Com. ___ Ind. ___ Other School

DESCRIPTION (See Also Attached Photo)

5. Architectural Style: Spanish Colonial Revival Influence
6. Plan: Rect. ___ Sq. ___ "L" ___ "U" ___ "T" ___ Irreg. ● Other _____
7. Height: 1 ● 2 ___ 3 ___ 4 ___ Multiple ___ Other _____
8. Roof Shape: Gabled ● Hip ___ Flat ___ Composite ___ Other _____
9. Fabric: Wood ___ Stucco ● Brick ___ Concrete ___ Metal ___ Other _____
10. Windows: Flat ● Arch ___ Segmental ___ Sash ___ Fixed ___ Other _____
11. Condition: Excellent ● Good ___ Fair ___ Poor ___ Deteriorated _____
12. Alterations: None ___ Major ___ Minor ● Type ● Various additions
13. Related Features: None ___ Type ● Playground, classrooms, support bldg

SIGNIFICANCE: CATEGORY 1 2 (3) 4 5 D

14. Main Theme of Resource: (Check more than one if necessary)
    Architecture ● Settlement ___ Economic/Industrial ___ Religion ___
    Gov. ___ Arts/Leisure ___ Military ___ Education ● Other _____
15. Construction Date: Estimated _____ Factual 1938
16. Historic Use: Res. ___ Com. ___ Ind. ___ Other/Name ● Mission School
17. Historic Association(s): None ___ Type ● Growth of Loma Linda, WPA contribution

SURVEY DATA

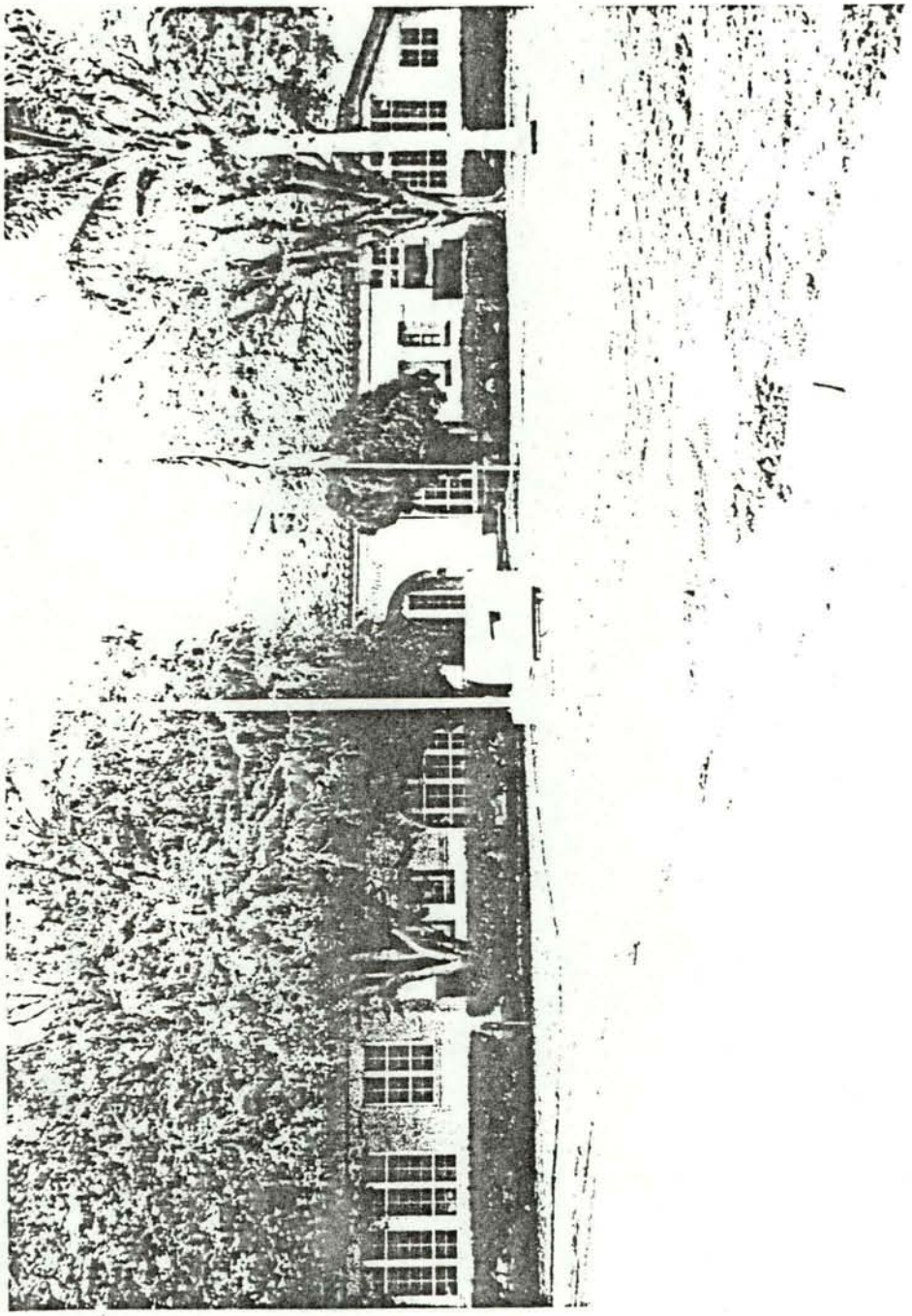
18. By Roger Hatheway Date 10/8/87
    Organization Hatheway & McKenna
    Address 23301-A La Glorieta
    City Mission Viejo Zip 92691
    Phone (714) 458-1245

Photo To N NE E SE (S) SW (W) NW
Film Type--Plus X
Roll (A) B C D E F
Exp. 1 2 3 4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 (22) (23) 24
25 26 27 28 29 30 31
32 33 34 35 36

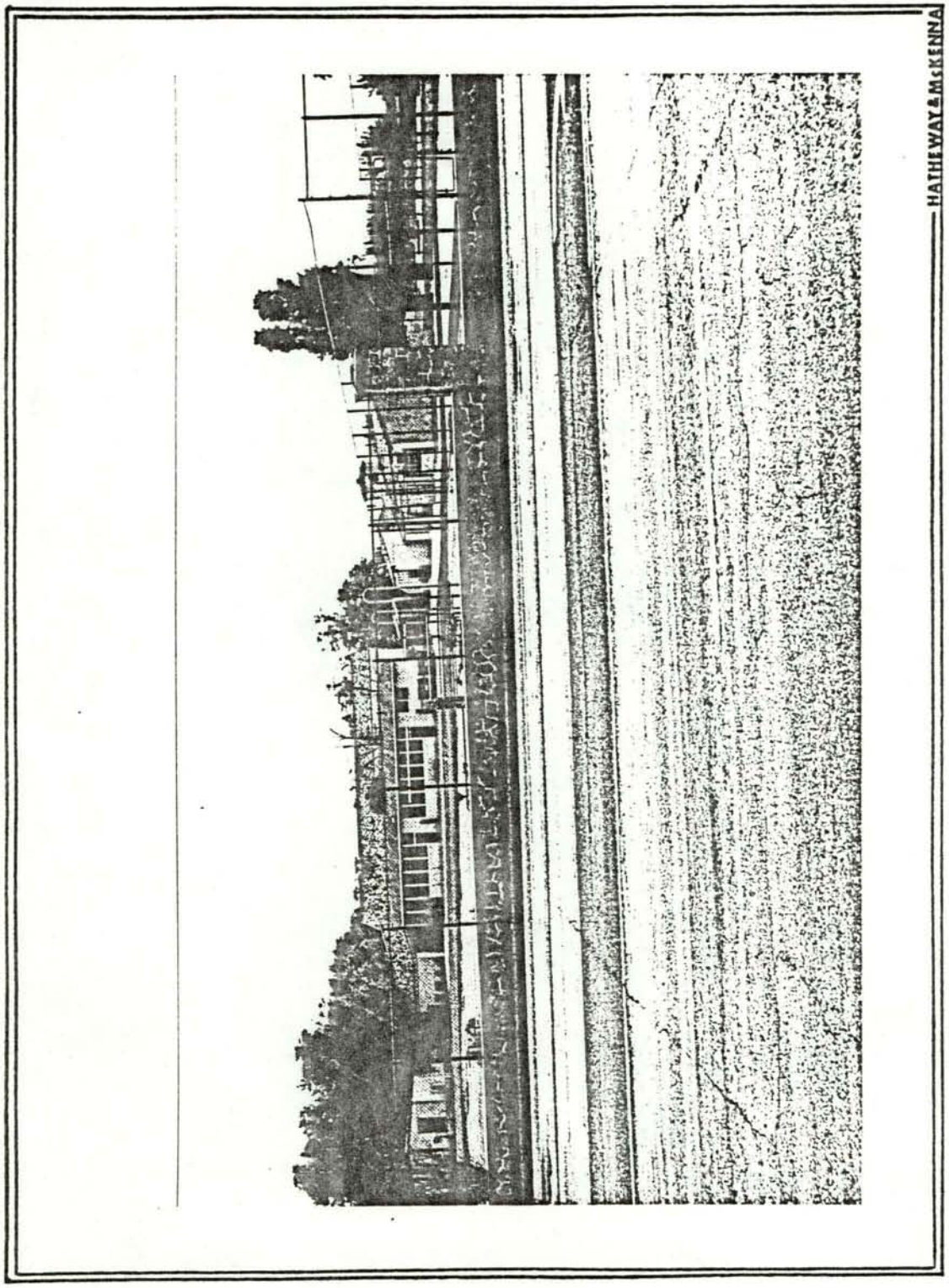
20. Sources: Please Refer to the Attached Report

36-013893

16



HATHEWAY & McKENNA



HATHEWAY & McKENNA

36-013893

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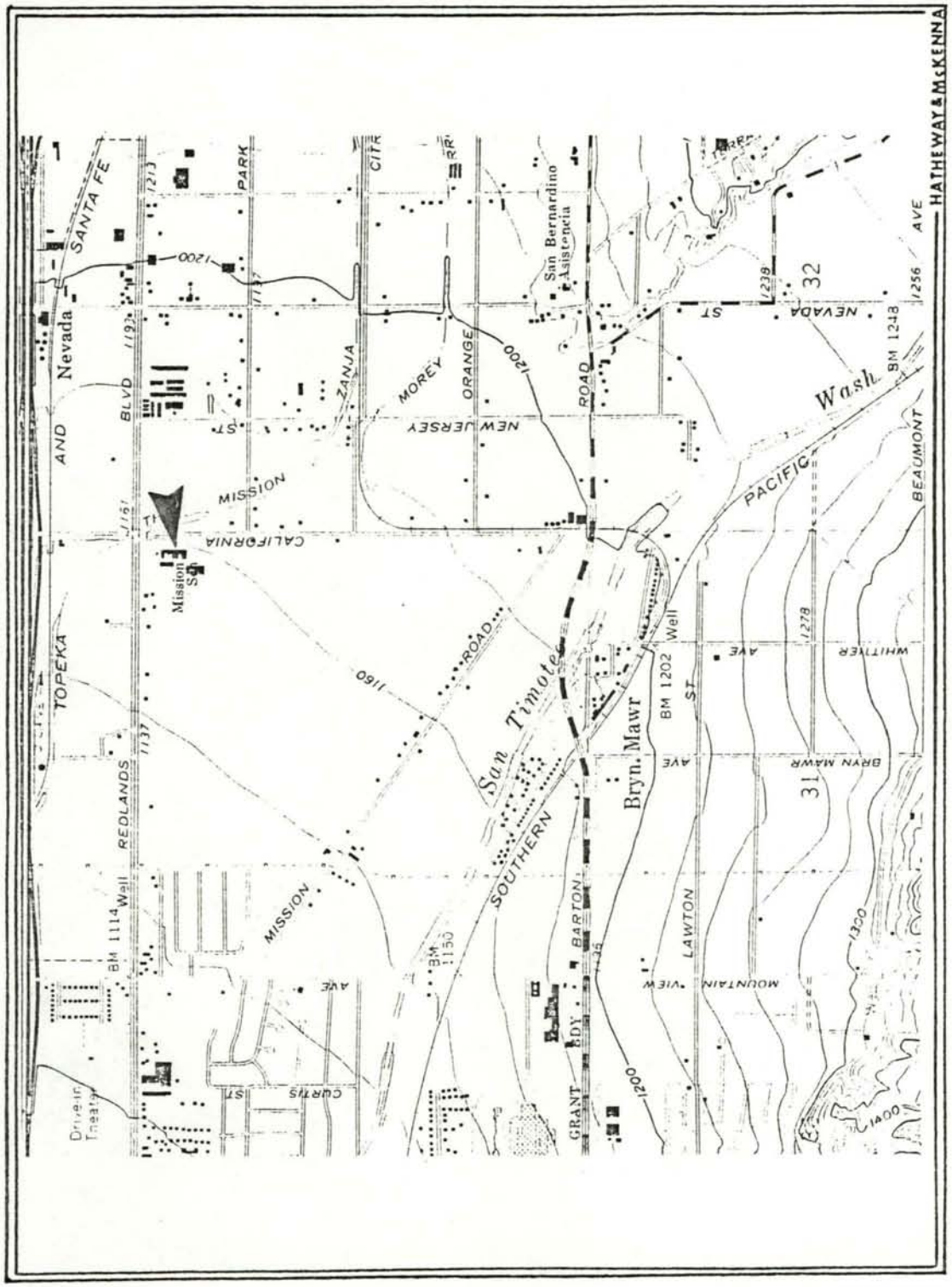


REDLANDS, CALIF.
SW/4 REDLANDS 15' QUADRANGLE
34117-A2-TF-024
1967
PHOTOREVISED 1980
DMA 2552 II SW--SERIES V895

36-015135

CPH-1

THIS FORM IS ON NCR (NO CARBON REQUIRED) PAPER. PLEASE USE TYPEWRITER. SIGN ALL 3 COPIES; REMOVE AND RETAIN PINK COPY. TRANSMIT ORIGINAL AND TRIPLICATE TO: DEPARTMENT OF PARKS AND RECREATION, P. O. BOX 2390, SACRAMENTO, CALIFORNIA 95811. DO NOT FOLD.

STATE OF CALIFORNIA—RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION

POINT OF HISTORICAL INTEREST

DO NOT WRITE IN THIS BLOCK
Reg. No. CPH1 - 1
Date
By

County San Bernardino | Name San Bernardino County Museum

Location 2024 Orange Tree Lane, Redlands, Ca. 92373 - Interstate 10 at California offramp

Historical Significance:

The San Bernardino County Museum is dedicated to service and education of all people through programs of research, exhibition, and preservation of the records and artifacts in the fields of Anthropology, Geology, Natural History, Art and History of this area of Southern California.

Objects, artifacts and specimens related to the fields of Science, Art and the Humanities are interpreted and exhibited for the general public. The Museum is open without charge each day in accordance with a posted schedule.

THIS POINT OF HISTORICAL INTEREST IS NOT A STATE REGISTERED HISTORICAL LANDMARK.

RECOMMENDED:
Signature—Chairman, County Board of Supervisors

Date MARCH 24, 1975

APPROVED:
Signature—Chairman, Historical Landmarks Advisory Committee

Date

DPR-147 (4-66)

68355-768 4-66 5M TRIP ② OSP

2219
36

STATE OF CALIFORNIA—RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION

POINT OF HISTORICAL INTEREST

DO NOT WRITE IN THIS BLOCK
Reg. No. 36-015135
Date August 29, 1969
By

County San Bernardino | Name San Bernardino County Museum

Location 18860 Orange Avenue, Bloomington, California 92316

Historical Significance: The San Bernardino County Museum is a Point of Historic Interes and is the permanent repository for items of value in archeological and historical record of the county, which collections come from sites all over the county where their destruction would probably be certain and their display fo the public impossible. With slight chance of survival or educational use if they remained at their places of origin, they have been gathered in one place where they can be protected and made available to the public for comparison, study and enjoyment. The Museum, through its collections, represents a combination of many historic sites. Examples: Bemis covered wagon; Two types of wagons used in mountain lumber industry; locomotive, tender & caboose from rai road industry; Arrastras & other implements from mining history; Baskets and many other items illustrating cultures of Indian tribes; Archeological artifacts excavated from various parts of county, such as Calico, Newberry Cave, Jurupa, Dunes, Yucaipa Rancheria, etc. illustrating the pre-history of county.

THIS POINT OF HISTORICAL INTEREST IS NOT A STATE REGISTERED HISTORICAL LANDMARK.

Prior & continuing relationship with Alpha Lyman School

RECOMMENDED: Ruben S. Ayala
Signature—Chairman, County Board of Supervisors

APPROVED: K. Coke Wood
Signature—Chairman, Historical Landmarks Advisory Committee

Date JUN 30 1969

Date August 20, 1969

DPR-147 (4-66)

68355-768 4-66 5M TRIP ② OSP

CPM-1
D36-015135

T1SR5W SE/SW Sec 22
USGS FONTANA 7.5' QUAD

San Bernardino County Museum History

Dr. G. A. Smith

36-015135

Museum

My dream of a **museum** really started in the 1920's. I was going fishing with my Uncle near Chetopa, Kansas, and we stopped on a river gravel road on the bank of the Neosho River. As I got out of my Uncle's car, I noticed a small white rock among the reddish brown colored gravel. After I picked it up I discovered that it was a white flint arrowhead that some ancient Indian hunter had lost in the river when he had shot at some game. The river gravel including the white arrowhead had been scooped up by a construction crew and spread on the dirt roadbed.

My mother gave me some arrowheads she had found on her father's homestead in Western Kansas when she was a little girl and my father added some he had found on his father's farm in Arkansas. I started a collection of Indian artifacts.

My family soon thereafter moved to Redlands. While attending Redlands High School a classmate introduced me to the study of the archaeology of Southern California. By using my family's old model T Ford car, my friend and I discovered and explored many archaeological sites in Riverside and San Bernardino Counties. We assigned a number to each site which was also used for recording the artifacts recovered. The Yucaipa Archaeological Site was given number one, but we had no museum, only the dream of a museum. We had though soon accumulated a collection of artifacts worthy of being curated in a museum.

It was my good fortune to become acquainted with some of the people in the Redlands area that I thought of as being very old. Now with the passage of many years, I think of them as just young "senior citizens" like we are today. Those people I learned also had a desire to create a **museum** in San Bernardino County.

Some of you may remember some of these senior citizens as the list included O. J. Fisk, Rob Peters, Helen Meserve, A. B. Drake who had married into the Smiley Family, Paul Moore, the father of William and Frank Moore who published the Redlands Daily Facts Newspaper for so many years, Horace Williamson, Emma Jackson, Jerome Cavanaugh, who was the District Attorney, George W. Beattie and his wife Helen who wrote the history of San Bernardino Valley, Ritner Sayles, Wilson C. Hanna who was a noted collector of birds' eggs, and many more.

Several of these people were members of the San Bernardino County Historical Society. They had been instrumental in

persuading the San Bernardino Board of Supervisors to acquire the old Asistencia site on Barton Road near the Dr. Ben Barton House, and restore the ruins of the adobe buildings. Funding for this project came from S.E. R. A. and W.P.A. budgets with assistance from funds raised by the Historical Society. Horace Hinckley was the young engineer who supervised the restoration project. In this way San Bernardino County preserved its visible link with the fascinating Spanish Mission period of California History.

In time I was elected **curator** for the San Bernardino County Historical Society and assisted in arranging displays in the cases at the Asistencia. We began to accept gifts of items that would be appropriate for a museum. We dreamed of that location developing into a complete museum, but this never happened because of lack of funds and public support.

While I was a student at the University of Redlands, Professor Van Osdel started developing a **museum** in a vacant room on the second floor of the administration building. I contributed to this project, but soon World War II erupted and demands for more classroom space at the University ended this project. Items collected were stored in the attic and I was with the Navy in the Central Pacific.

When I returned to San Bernardino Valley after the war, I was a counselor at San Bernardino Valley College but soon became Superintendent of Schools in Bloomington. This was the location where I had first started teaching after graduating from the University of Redlands. This also was the location where Ritner Sayles and I had made a **museum display** in an empty classroom at the school in 1939. We named our display in the room **The San Bernardino County Museum.** Ritner Sayles had a small collection of Indian artifacts and I had added many items to my collection including many artifacts from an archaeological site I discovered on the old Crestmore Ranch in Bloomington. When the classroom space was required for students, we moved the museum display to **Ritner Sayles' old dairy barn** as he had discontinued the dairy business. There it stayed until I returned from military service.

In 1948, I was elected president of the San Bernardino County Historical Society, and persuaded Herman Ruhnau, a local architect, to develop a plot plan for a Natural History type museum at the Asistencia site. This plan, in addition to the Asistencia buildings, included the Dr. Ben Barton brick house which had been constructed in the 1860s, a portion of the zanja which had been constructed by the Spanish Mission authorities in the 1820s, the location of the Cram brother's furniture factory of the 1850s, and of course new buildings to be constructed east of the Asistencia with appropriate parking space. Development of this plan was never realized

because funds could never be obtained. Pleas to the City of Redlands, to the County Board of Supervisors, and to the citizens of San Bernardino County went unanswered. We did though still have our **San Bernardino County Museum in Ritner Sayles' old Dairy Barn** in Bloomington, and we had a small museum at the Asistencia in Redlands, where the Historical Society met each month with programs open to the public. We also continued with field work in both Riverside county and San Bernardino County adding to our collection of artifacts for a museum. O. J. Fisk, Rob Peters, George Klapp, Lloyd Martin, Ritner Sayles, and others were associated with me with these activities. Walter Schuiling, a teacher at Pacific High School came to one of the meetings, and I talked with him about the desire to establish a fine San Bernardino County Museum. We had two groups interested. One was the San Bernardino County Historical Society, and the other was the San Bernardino Pioneer Society. The Pioneer Society had the Pioneer Log Cabin in Pioneer Park in San Bernardino as their meeting place and museum, and our Historical Society had the Asistencia in Redlands as our meeting place and museum. Neither group was willing to combine into one group, and yet neither group was able to make much progress toward a complete San Bernardino County Museum. I asked Walter to give any suggestions which would help in reaching our goal of a fine complete natural history type museum. Walter sent me a two page letter on March 2, 1952, with suggestion that we form a museum organization.

In **1952**, I was still President of the San Bernardino County Historical Society, and George A. Klapp was one of the leaders in the San Bernardino Pioneer Society,and we arranged a meeting for Tuesday, **May 13th in the auditorium** of the new County Agriculture building in San Bernardino. The purpose of the meeting was to discuss the possibility of creating some new organization that could make the dream of a fine new County Museum a reality. All interested citizens were urged to attend.

Representatives from the Pioneer Society, Native Daughters, Native Sons, Art Associations, Historical Societies, San Bernardino Valley College, and various school districts were present and participated in the discussion. George A. Klapp passed a hat around to obtain funds for current expenses and the sum of **$9.93** was collected. O. J. Fisk, representing the San Bernardino Pioneer Society and I, representing the San Bernardino County Historical Society, each pledged $50.00 from our organizations to help create a San Bernardino County Museum Association. **L. Burr Belden made the motion** to form the Association and the vote was unanimous. The Chairman Pro-Tem, by vote, was instructed to appoint a nominating committee which had the responsibility to meet immediately and report on nominations for a president, seven vice-

presidents, and a secretary/treasurer. I, as Chairman, appointed a committee which met immediately and Helen Luce, the San Bernardino County Librarian, read the committee's nominations and the following were elected:

President: Gerald A. Smith -Representing the San Bernardino County Historical Society.
First V.P.: O.J. Fisk -- Representing the Pioneer Society.
Second V.P.:Mrs.Mildred Myer -Representing Native Daughters.
Third V.P. :Mrs Dorothy Bright-Representing Art Association.
Fourth V.P.:Paul Allen ------- Representing Valley College.
Fifth V.O. : Elmer Hoien ----- Representing Native Sons.
Sixth V.P. : George Klapp ---- Pioneer Historical Society.
Seventh V.P.:L. Burr Belden-Calif. Conf. of Historical Socs.
Secty/Treas.:Helen Luce - Representing San Bernardino County.

The President was instructed to appoint a committee to draft a constitution and set of By-Laws for the Organization. The committee I appointed consisted of **Judge Archie D. Mitchell**, Chairman, **George Klapp, Lloyd Martin, Walter Schuiling, and Judge Martin Coughlin.** The committee did its work well and the constitution and By-Laws developed were adopted and served the San Bernardino County Museum Association for more than thirty years until the Association was taken over by the County.

After the San Bernardino County Museum Association was formed meetings were conducted in various cities to try and find a suitable facility for a museum. No city was really very interested. After all, the **organization only had $100.00** and that would not be enough to build a museum. One other factor became apparent. The Board of Directors consisted of twenty one members, representing seven different communities, resulted in seven different opinions about where the museum should be located. Some of us were more concerned with the need to have a county museum, and the location was not really the most important issue. We really were not making much progress toward raising funds for a museum, so I tried another approach.

I was **superintendent** of schools in Bloomington. Our enrollment was increasing rapidly. Our elementary classes were on double session. There were no church facilities to rent for classrooms nor any commercial buildings, and we were desperate for educational space. A group of fathers of some of the students had been meeting with me on a regular basis to try and help solve our space problem and to also assist with other aspects of our educational program. At one of the meetings, I made the suggestion that we organize the group as Bloomington Dads Club with **California non-profit** Corporation status for the purpose of creating classrooms and other space needed for our children's' education. Written into the

constitution and by-laws of the **Bloomington Dads Club** was the provision that upon the dissolvent of the organization, all assets would accrue to the **San Bernardino County Museum Association** which was another non-profit organization. By this time the Association had worked with **attorney Thomas M. Eckhardt** of San Bernardino and the necessary documents were approved by The Secretary of State of California and The United States Treasury Department, Internal Revenue Service. The Dads Club had also received the approval of the state and federal agencies.

We still had no money! So some of us became beggars. We approached our friends for donations to help, and raised $1000.00. With this money we purchased a lot across the street from one of our Bloomington schools. We also located an old building that we **purchased for $40.00,** and moved this building onto our vacant lot. All the Dads brought their tools and we made this building usable for school purposes and rented it to the school district. We also learned that an adjoining school district was going to sell, by auction, four or five bungalow type buildings that they had been using for classrooms. I took **P.D. Cloud,** the President of our Bloomington School District, with me to the auction. He had a few dollars and I had an idea. With his money we bid on two of the buildings and bought them for **$150.00 each.** The Bloomington Dads Club had no money, and the San Bernardino County Museum Association had no money so it seemed appropriate to have a visit with our local banker. Because the Bloomington Dads Club was an organization with some property, remember the lot and the $40.00 building, the friendly banker loaned the Dads Club $4000.00, and I borrowed my **Mother's** savings of **$1500.00.** With this money, the Dads and volunteers made the buildings into suitable classrooms which then were rented to the school district. The program was a huge success! Then we learned that the corner lot next to our property was going to be sold. So we went back to our friendly banker and **borrowed $8000.** and bought the property. This corner lot had an old house on it which we converted into kindergarten classrooms and rented these to the school district. Again, the project was a success, but the school district still needed more space!

I served as **secretary** to the Bloomington Dads Club and asked an architect friend, **Hal Gogerty,** to plan a building that would enlarge our space and connect the two old classrooms together. His plan provided an attractive building with twice the amount of space, but we had to go visit our friendly banker again and **borrow $16,000.** At this time, my Board of Directors of the Dads Club became somewhat apprehensive. At our meeting members expressed concern because we were going deeper in debt each time we started a new building project. Fund raising activities, volunteer

labor, and donated materials were not enough. We still had to borrow money from the bank and members became alarmed with the thought that as members of the Board of Directors each would be financially responsible if we could not pay the bank. I tried to cheer them on to greater efforts and calm their fears by telling them how successful they had been. "Remember first we were able to borrow only $4000. Now we can borrow $16,000. Surely this must indicate great success! Partly satisfied, we went back to our banker and borrowed $32,000.00, and continued to expand our facilities. At this time, the bank gave the Bloomington Dads Club a line of credit of $50,000. We continued to solicit donations, sell cook books, and even established a "buck a brick" program to raise funds.

The voters in the school district passed a school bond election, and the State of California provided construction funds so soon we had five new schools and all the Bloomington Dads Club facilities were no longer required by the school district. At this time through cooperative action between the School Board, the Board of Directors of the San Bernardino County Museum Association, and the officers of the Bloomington Dads Club, some of the space became available for **The San Bernardino County Museum.**

From its beginning in 1952, the San Bernardino County Museum Association had as its primary goal the creation of a San Bernardino County Museum. This was not its only purpose. The by-laws stated that the object of the San Bernardino County Museum Association shall be to foster research and education and to create and maintain collections of art, archaeology, ethnology, history, and science, to preserve the relics and records of pioneer days, and to further a better understanding of science and the arts. The San Bernardino County Museum Association was organized and operated exclusively for **educational purposes.** At the dissolution of this Association all assets were to be given or inure to the County of San Bernardino.

The first Board of Directors of the Association consisted of twenty one members as follows:

From San Bernardino: (6)	L. Burr Belden	Arda Haenszel
	Dean Painter	Emily Knight
	George A. Klapp	Ruth Goodman
	Gerald A. Smith	Hermann Obrikat
From Bloomington: (4)	Bobbette Sipe	Ruth Harris
From Redlands: (3)	Ed. Fisher	Paul Allen
	Fred Gros	
From Upland: (1)	Gilbert Krebill	

From Colton:
(6) **Jane MacLin**, **Eugene Shepard**, **C.F.Schonberger**, **Ralph Binford**, **Wilson C. Hanna**, **Paul Young**, from (Co. Bd. Supervs) (our friendly banker)

From Bryn Mawr:
(1) **S. Wesley Break**, Ch. Co. Bd. Supervisors

In 1953, as President, I presented a **Report of Progress** which was published as the first Quarterly of the San Bernardino County Museum Association. Accomplishments included displays in various schools, at the National Orange Show, the San Bernardino County Fair in Victorville, the Courthouse, and at the Asistencia. The Bloomington School District provided space for storage of the collections the Association received. Because of the efforts of **Bobbette Sipe** and other teachers from the Bloomington School District excellent museum exhibits were prepared, and soon we had a Museum in operation.

The 1954-55 Board of Directors of the San Bernardino County Museum Association was as follows:

President----------Dr. Gerald A. Smith
First Vice Pres.----------L. Burr Belden
Second Vice Pres.----------Hon. Archie D. Mitchell
Third Vice Pres. Curator----------Dr. Walter C. Schuiling
Secretary-Treasurer----------George A. Klapp
Members of the Board----------

Paul F. Allen	**Jane E. MacLin**	**Ritner Sayles**
Carl Cambridge	**Dorothy Bright**	**S. Wesley Break**
Raymond Stockwell	**John Oakey**	**Woodrow Miller**
Elizabeth Dimock	**Ralph Miller**	**Arda Haenszel**
E. Q. Sullivan	**Lloyd Martin**	**Helen Luce**
Robert Bolinger	**Emily Knight**	**Dean Painter**
Jerome Kavanaugh	**Paul Young**	

The San Bernardino County Museum was dedicated on July 14, 1957, with a ceremony performed by the Native Sons of the Golden West. We continued receiving numerous collections of items and artifacts for the museum. The most significant was the Wilson C. Hanna collection of birds eggs which had first been given to the San Bernardino Valley College. The college had no space to exhibit the collection, and the cost of school construction to provide the necessary space was not approved. I requested that the collection be transferred to our museum in Bloomington and we would build space for the exhibit. My Brother-in Law, Harold Bailey, was a contractor and agreed to build for cost of the materials only. Mr. Hanna retired from the **California Portland Cement Company** after serving for more than fifty years, and the Company made a gift of $30,000. which with other funds we had enabled us to have cases built and a building constructed to provide

space for Mr. Hanna's collection, and also for a mammal collection which we received from John Belcher of Upland. We also received a fine collection of mounted bird specimens from Eugene and Bruce Cardiff. Bruce had been in my class and Eugene had been in my wife's when we first started teaching at the Bloomington School in 1937. I also was able to get Gail Stockton to donate the California Condor that he had displayed in his store in San Bernardino, to the Museum. The Condor had been acquired by Dale Gentry of San Bernardino when he had served on the State Fish and Game Commission.

Thousands of people began to visit our museum. Women from the **Bloomington Women's Club like Helen Loehr and Frances Rose** contributed hundreds of volunteer hours to keep the Museum open to the public. Ruth Kirkby, Eugene Shepard, Joanne Dean Lloyd Martin, Pauline Jillson were all among the dedicated volunteers. **Lois Headley** joined our Museum group about this time, and with her husband, **Richard,** provided excellent service to the Museum. Up to this time members of the **Woman's Club of Bloomington** had been providing most of the service time to keep the Museum open to the public. Lois was a most dedicated Museum volunteer and later an employee for many years.

We learned that the Sepulveda Adobe, the oldest building in San Bernardino County, was going to be demolished. We decided to try and save this building. The **Yucaipa Woman's Club,** under the leadership of **Caddie Cook** and **Edith Scherer** helped us raise funds and the San Bernardino County Museum Association purchased the property November 24,1957. It was later deeded to San Bernardino County. Now the County had not only the **Asistencia** which was the visible link with the mission period of California History, but the oldest residential building in the county. The **Sepulveda Adobe,** was our visible link with the Romantic Mexican Rancho period of California History. We still did not have County Board of Supervisors' action to operate a County Museum, nor did we have any county funds to help operate and maintain the museum. **Bob Anderson** and **Ralph Cumming** were two men who gave much devoted service to the Museum Project. Without their help it is doubtful if the Museum could have survived. **Walter Zimmerman** was another man who was supportive and provided funds in excess of $8000. to help the Museum Association continue to provide museum services.

On **June 16,1959,** the Board of Supervisors, by unanimous action, approved and adopted an **Ordinance** declaring the Board's intention to establish and maintain a **County Museum.** This ordinance did not obligate the Board to immediate action, but indicated that the Board of Supervisors was conscious of the need and desirability of establishing a museum at some future date.

I had served as **president** of the San Bernardino County Museum Association now for five years and had been elected to serve as **Museum Director** of our museum in Bloomington. Visitors came by the thousands to see the exhibits we had created in the Bloomington Dads Club facilities which had been used by the school district. All work involved had been accomplished by the many volunteers assisting the Association. We were successful, but realized that we needed county financial support as a partner so the museum could continue serving and expanding to meet the increasing demands of the public.

In **October of 1959,** the Board of Supervisors discussed the possible appointment of a **Museum Commission** to undertake a study of museum organization and facilities, and to make recommendations for further action. On **February 1, 1960** (and at a subsequent meeting) the Board appointed the following county citizens to the **San Bernardino County Museum Commission:**

Alvah G. Fessenden,	Lake Arrowhead
Floyd G. Yoder,	Barstow
Carlton R. Appleby,	Cucamonga
Ralph H. Miller,	Upland
Howard Hayes,	Redlands
Mrs Frank N. Fox,	Yucaipa
Wilson C. Hanna,	Colton
Gerald A. Smith,	Bloomington
William R. Coleman,	San Bernardino
Walter C. Schuiling,	San Bernardino

I was directed to call the initial meeting of the group. The primary function of this commission was one of fact finding for subsequent recommendations to the Board of Supervisors. The office of Administrative Services, with **Robert Covington** as the County Administrator, told the commission that there would be no tax monies available, and any recommendations should be made with this in mind.

At the first meeting of the Commission, I **was elected chairman** and Carl Appleby was elected secretary. Each member of the commission was assigned a specific responsibility. **Mr Yoder** was to meet with county counsel and obtain information in regard to ways in which the county could form or create a county museum. **Mr Hayes** agreed to make an inventory of the museums, historical shrines, or landmarks which the county maintained and operated, such as the Asistencia and Sepulveda Adobe. He also was to report on county owned property that could be made available for a county museum. **Mr Fessenden** agreed to compile information regarding the types of services which a county museum should provide to the public. **Roger Hughbanks,** who was part of our group until Dr. Coleman was appointed, agreed to secure information pertaining to the

actions of other counties in the state in regard to museums and historical sites. **Mr. Appleby** agreed to contact the state and secure information pertaining to the state operated museums and historical landmarks. **Mr. Hanna** agreed to make a list of city operated museums, obtaining information in regard to their organization, financial structure, and operation. **Dr. Schuiling** agreed to contact the County Superintendent of schools to determine the possibility of all school districts within the county through some type of joint action financing and supporting a county museum. **Mr. Miller** agreed to compile a list of the displays that the museum should provide. **Mrs. Fox** agreed to report on the historical sites, shrines, buildings, parks and nature centers in the county that should be considered for preservation as part of the County Museum Department responsibility.

The Commission worked quickly and on **September 1,1960,** I presented the Commission's report and recommendations to the County Board of Supervisors. The San Bernardino County Administrator Officer, **Robert Covington,** and his staff were helpful, and on **December 15,1960,** the Board of Supervisors unanimously approved his recommendations for the staffing of the museum. The staff included a director without salary, a secretary, and a custodian-maintenance man. All other museum positions were to be volunteers. The list included the following:

Director---------- --------Gerald A. Smith
Secretary----------Mary Polhegyi
Curator Archaeology--------Ritner Sayles
Curator Geology----------Ruth Kirkby
Curator Birds-Mammals------Eugene Cardiff
Historian----------Paul Allen
Artist-Preparator----------Bobbette Sipe
Photographer----------Marguerite Brown
Geologist----------Darwin Zimmerman
Field Chairman----------Eugene Shepard
Register----------Shirley Hill
Ornithologist----------Wilson C. Hanna
Historical Landmarks-------Arda M. Haenszel
Emily Knight
S. Wesley Break
Paul Young

On **January 9, 1961,** the Board of Supervisors by resolution created the office of **Museum Director for the County of San Bernardino. I was named the Director** and my salary was determined to be the sum of **$1.00 a year,** but after a conference with County Counsel it was learned that the county really did not have to pay the salary, so I lost my annual salary of $1.00 per year before I ever received it.

With the small staff and volunteer help, I kept the museum

open every day of the year except for Thanksgiving and Christmas. **There was no admission charge.** No one was excluded from helping to create the San Bernardino County Museum. No one was excluded from admission to the museum facilities and programs. Large and small contributions came from many hundreds of people. They gave, not to create another County Government Bureaucracy, but because they believed in the value of a museum. The desire was to place emphasis on telling the **San Bernardino County Story** of its diverse geology, natural history, prehistory, and history. Knowledge about the place where one lives, helps develop a feeling of belonging and having vested interest in the community, county, state, and nation. This results in the diversity of the population becoming more quickly unified in a common desire to be responsible citizens and make our place a better place in which to live. We had first asked the San Bernardino County Board of Supervisors to take over the museum in 1958, but the Board did not formally established the San Bernardino County Museum at Bloomington until **August 27, 1963.**

For ten years, I **served as Director of the San Bernardino County Museum without salary.** I also served as the **Executive Director** of the **San Bernardino County Museum Association** without salary. During this period, in addition to the museum operation which served more than 100,000, people each year without admission fees, we operated the two historic branch museum facilities, the Asistencia in Redlands and the Sepulveda Adobe in Yucaipa. We later also acquired and operated the following branch museums in the county:

In 1964, the Calico Early Man Archaeological Site.
In 1968, the gift of the Agua Mansa Pioneer Memorial Park
In 1970, the gift of the Mousley Museum of Natural History.
In 1971, the gift of the Yorba Slaughter Adobe in Chino.
In 1971, the historic John Rains House in Cucamonga.

The county had increased the annual museum budget from the start of less than $10,000., and the Museum Association with both financial and volunteer help provided great assistance. The Association provided the funding for the publication program which included **Newsletters, Quarterly, and Books** about the history, natural history, archaeology, and history of San Bernardino County. The Association also received numerous gifts of artifacts, items, land,etc. for use in accordance with its stated object as listed in the By-Laws approved by the State of California. We organized chapters of the Museum Association throughout the county to provide local branch museums. Some of the more successful chapters like the Victor Valley Museum Association, the Mojave River Museum Association in Barstow, the Rancho Cucamonga Group,the Upland Museum Group, the Rialto Group, the Lucerne Valley Group, etc. all became in time separate from and independent

from, the San Bernardino County Museum Association which continued providing its major support to the San Bernardino County Museum.

The San Bernardino County Museum in Bloomington continued to grow and expand with thousands of visitors coming from all over the world to see the exhibits, do research work, and enjoy the programs. International recognition was achieved because of the Wilson C. Hanna ornithological exhibit in the building we constructed to display his collection, and because of our work in the field of archaeology.

Ritner J. Sayles, the man who permitted his old dairy barn to be used for the first museum building, and I, discovered the **Calico Early Man Archaeological Site** near Yermo while on a search for old Indian campsites. By chance we met **Joel Hauser** and his boys in the Calico Mountains. Joel showed us some of the rocks he had collected to take home to cut and polish. I recognized that some of these rocks were artifacts made by Indians long ago, and asked him to direct us to the place where they had been collected. When we reached the location, it was evident that this was a vast quarry workshop of significance. Realizing the value of the site and our limitations, I employed **Ruth D. Simpson** who was working at the Southwest Museum in Los Angeles. Dee Simpson, I had known since I was **president of the Archaeological Survey Association of Southern California.** Dee had training in both geology and archaeology and wanted to move to a position where she could work in the field instead of the desk job she had at the Southwest Museum. I was Superintendent of schools as well as Director of the Museum and needed some qualified person to do field work in archaeology. Together we solicited the interest of the National Geographic Society and Dr. Louis Leakey. Dee took some of the specimens we had collected at Calico and went to London to meet with Leakey, and I went to Washington D. C. to meet with the President of the National Geographic Society. The result was that the National Geographic Society funded the archaeological work at the Calico Early Man Site for many years. Dee Simpson's salary was paid by the county. It was difficult to get the approval of the county for the employment of Dee because of her health problem, but we finally got a clearance from the Personnel Department. Later I added Robert Reynolds to our San Bernardino County Museum Staff. He was a student at the University of California at Riverside and had been collecting fossils from the Barstow Fossil Bed with another student who lived in Redlands. Now we had two professional staff members as part of our County Museum Budget. Before this time all had been volunteers. **Stuart Peck** in the field of archaeology and **Ruth Kirkby** in the field of geology had served as volunteers, but Stuart died and Ruth started her own museum in Riverside County on property the she and her husband, Sam,

owned.

The San Bernardino County Museum that first started in an empty classroom at the Bloomington School in 1939, and later existed in Ritner Sayles' old cow barn, had become much larger and much more demanding of my time. I begin to receive a very small token salary from the county, but soon two major problems developed. At this time I was now the **Superintendent of the Colton Joint Unified School District** with student enrollment of more than 13,000, and more than one thousand employees. One of the Board members demanded that I retire from the museum or retire from the school position. This took about a year to resolve and during that time I recommended that Robert Reynolds serve as acting Director. Dee could not because of her field work at Calico.

The second problem was even more serious because our San Bernardino Count Museum Site in Bloomington was about to have an unwelcome neighbor!

The Southern Pacific Railroad, with its main north south line adjacent to the north of the museum, decided to buy all the land north and east of the museum for a classified railroad yard. We realized that we could no longer expand at our current location and that the railroad classification yard would not be a desirable neighbor. It was time to move! The problem of course was how could this be done without a great amount of money. The Bloomington Dads Club had been dissolved, the Bloomington School District was now a part of Colton Joint Unified School District, the San Bernardino County Museum Association had no money, San Bernardino County Budget had no money for a museum. It was time for some very creative planning.

One day, when the **President of the Southern Pacific Railroad** was in Bloomington, I persuaded him and his staff to come with me on a visit to our Museum. Naturally I took him to the large five thousand square foot building where we had the display of Mr. Hanna's thousands of birds eggs. As he looked at the collection of the fragile egg shells, some from birds now extinct, I asked him if his company would rather buy the Bloomington San Bernardino County Museum Site now so we could move to a new site instead of buying an egg at a time as it might become damaged from his operation of the freight yard. You can imagine how frightened he was of my threat! He smiled as he looked at his lawyers and staff who were with him and said that he thought the county of San Bernardino should provide a better **building for the museum** than the present collection of buildings which started with a small forty dollar structure.

In 1971, I retired from the position of Superintendent of the

Colton Joint Unified School District. The work load at the Museum had increased to the point that a full time Director was needed, especially with the necessity of moving the Museum to another site. I believed that it was my responsibility to help get the museum located to another site, and for the County to assume greater responsibility for the continued operation of the County Museum. There was a great reduction in salary for me to move from the school district position to a position in County Government. The San Bernardino County Museum, with me as the Director, was placed under the County Administrative Office and I reported to Robert Covington, County Administrator and Robert Rigney, his assistant. Later, when the County made a revision of organization, the Museum was placed under the General Services Agency Administrator.

I recommended to **Robert Covington** and **Robert Rigney,** the county administrative officers, that we sell the present San Bernardino County Museum Site in Bloomington. I also told them of the funds the Museum Association would receive from the estate of O. J. and Della Fisk. Mr. Fisk had been the First Vice President of the Association when we organize in 1952. The San Bernardino County Board of Supervisors agreed to sell the County Museum Site in Bloomington, and the firm making the highest offer for the property was the Southern Pacific Railroad. I believe that was the only offer received.

The County Board of Supervisors requested the Museum Commission to make a study and **recommend a suitable site** for a new County Museum Building. I served as secretary for the Commission and we evaluated more than thirty sites located in various places in San Bernardino County. Finally we agreed on three sites to recommend to the County Board for its final selection. The three locations were the National Orange show Grounds, Secombe Lake Park in San Bernardino where we had first met to form the San Bernardino County Museum Association, and the third site was a portion of an orange grove along Interstate Freeway Ten at the California off-ramp in Redlands. The County Board of Supervisors selected the Redlands site because of three important reasons. The orange tree site provided the **best accessibility** for all the citizens of the county because of the freeway, the site provided the **best visibility** because of its freeway location, and third and perhaps most important to the Board, the site was **offered as a gift** to the county with some funds to help with the site development. The City of Redlands helped.

Earnest Larsen and his **wife Dorothy** owned the orange tree site. Dorothy was a teacher that I had employed while I was Superintendent of the Warm Springs School District, and the one I had left in charge of the school when I entered

military service during World War II. They were very good friends and wanted to help. They also wanted to help their son-in-law who had bought the Edwards Mansion in Redlands to move to the orange tree location and develop it into a restaurant. I believe the County Board of Supervisors made the right selection. Now we had a museum site free of cost to the county, we also had wonderful collections of items available for display in a museum that had been given by more than one thousand people free of cost to the County, and we had many volunteers ready to work for the County Museum at no cost to the County. We did not have a museum building, but we had a site and had provided the county with more than one million dollars toward a building. Funds from the sale of the Bloomington site, funds from the Fisk estate, and help from the Larsens and their son-in-law **Don Wilcott** made this possible.

It was now necessary to select an architect. The County Board of Supervisors invited three qualified firms to submit competitive plans for a museum building. The Board selected VTN Architectural Firm because of their most interesting concept with the geodesic dome and high wall to tower over the orange trees and be visible from the freeway. The towering landmark rises five stories above the orange trees that skirted busy Interstate Ten, which is elevated to pass over the city of Redlands. The structure's unusual dimensions quickly draw motorists' attention while its bold graphics against a wall of stucco identify its function. Unlike the mausoleum edifices of other museums, the San Bernardino County Museum is a collage of geometric forms---- sphere, triangle, and square-- each neatly molded into a sleek example of its young designer's imagination. The designer, **William D. Mitchell,** is a descendent of Jefferson Hunt, the Mormon Pioneer who led the Mormon Colonists into San Bernardino Valley more than one hundred forty years ago. Like his pioneer ancestor, Bill Mitchell also had a real challenge. To design a museum of approximately fifty thousand square feet within a cost estimate of one million dollars was no easy task. The light level of the air conditioned building had to remain low to protect the extensive ornithological collections. The landscaping had to include a rare cacti garden, and a steam locomotive from the Southern Pacific Railroad with a caboose from the Santa Fe Railroad which had to be transported from the Bloomington location to the new site. The basic desire was to create a timeless piece of architecture that people would notice and want to visit, not just a blocky warehouse filled with dead and lifeless antiques.

Through the work of **Robert Rigney,** a joint powers agreement was approved between the City of Redlands and the County of San Bernardino to expedite the permits and construction of

the new County Museum Building. It is probably correct to say that the County Museum is where it is and what it is because **Don Beckord** , the County Supervisor representing the Redlands area got two other County Supervisors to vote yes with him for the use of the funds the Association gave the county, plus some Federal Revenue Sharing Funds to meet the construction costs of the new County Museum. The total cost including displays ended up costing about three million.

The new San Bernardino County Museum Building was completed and the time came for moving all the displays and collections to the new site. The county provided only limited funding for this operation, and the moving of the steam locomotive and caboose cost all that was available. The other items, including the thousands of fragile birds eggs, were all moved with volunteers. Many people helped with their cars and some provided trucks. There was not enough room in the new museum for all the items at the Bloomington site. Some items were stored in various people's homes and many truck loads of items were hauled to the Association site in Cajon Pass and covered with plastic. The county had no storage space available, except for the books of historic deeds and records which the Museum had received from the Recorder's Office. These were taken to a county building in Yucaipa. Moving a Museum is a very difficult task! One that I would not want to undertake again.

The old San Bernardino County Museum in Bloomington was closed to the public July 31, 1974. It had served the public well for seventeen years, and had reached a yearly attendance record of nearly 200,000 visitors.

At that time there were nine paid County Museum employees. Gerald A. Smith was the Director. Bobbie Miller was the Secretary. Ruth D. Simpson was the Curator of Archaeology, but most of her time was involved with the Calico Early Man site in the Mojave Desert near Yermo. Robert Reynolds was Curator of Geology, and much of his time was devoted to field work. Eugene Cardiff was the Curator of Natural History and he gave much of his time to the Audubon Society and to the teaching of a class in the field study of birds at the University of California at Riverside. Anne Quinn was the new Museum Recorder. The Artist-Display Technician was Michael Cole. Bert Crandell was the Maintenance Mechanic, and Pete Jefferson was the Custodian. Volunteers and the members of the Board of Directors of the San Bernardino County Museum Association served in various positions. Most valuable were Lois Headley, who was the Treasurer of the Association and Bobbi Sipe who was the Secretary of the Association and assisted with displays in the Museum. There were also six Resident Caretakers at Satellite Historic Sites and Louis B. Mousley served as Curator-Director at the

Mousley Museum of Natural History. His salary, which was paid by the Museum Association, was the same as paid to each Museum Curator. The Residents at the Historical sites were each paid $65.00 every month in addition to receiving living space and all utilities. The list of sites included the:

Asistencia ---------- Carl Herman
Sepulveda Adobe ---------- Ralph Cumming
Agua Mansa Pioneer Memorial Park ---- Pauline Saunders
Yorba-Slaughter Adobe ---------- Orlie Scranton
John Rains House Cucamonga ---------- C. Gale Reeves
Daggett Old Stone Hotel ---------- Frank Strickler

There were also several presidents of Association Chapters at various locations in the county. This list included:

Lucerne Valley ---------- Janice Horst
Needles ---------- Maggie McShan
Rancho Cucamonga ---------- L. Gorczyca
Rim of the World ---------- R. Robinson
Redlands Historical Society---------- Roger Baty
Mojave River Valley ---------- Gordon Stricler

We moved into the new County Museum building and worked on the exhibits while allowing visitors to view the progress in April 1974. The first large community group to use the building was the Yucaipa Women's Club. Later a great many service clubs, and other county and community groups used the Museum facilities for special meetings and programs. Friday night, November 21,1975, the San Bernardino County Museum Association enjoyed a Dedication Dinner in the George A. Klapp Hall of History. The following day, **November** 22, 1975, the formal Dedication and grand opening for the public took place with more than 5000 people in attendance. Festivities included the Fort Mojave Indian Tribal Band, Bird Singers from various Southern California Indian Reservations, and even Martha Chacon from the San Manuel Indian Reservation in San Bernardino Valley came to prepare Indian foods in the Museum kitchen for the public to enjoy. Various people in Mormon Pioneer attire demonstrated weaving, spinning, and pottery making. Artists were at their easels working in many locations and men dressed as the historic Rocky Mountain Fur Trappers roamed the museum building and grounds.
Donald W. Jordan, Chairman of the San Bernardino County-Redlands Public Facilities Authority served as Master of Ceremonies.

The new San Bernardino County Museum was created by many people working together in peace and harmony over a long period of time toward a common objective. No one was excluded from helping to create the San Bernardino County Museum. Large and small contributions came from many thousands of people. It was created by live people for all people regardless of race, creed, ethnic background, economic level, or physical ability. It was to be open free for all

people just like public schools, public libraries, and public parks should be because our Nation was created on the concept that for our Democracy to succeed, there must exist an enlightened group of citizens. Museums have as their primary purpose that of providing education.

Very few people have ever had the opportunity to create an outstanding multimillion dollar public Museum. I was fortunate to be in the right place at the right time, with many friends to help, and so the **San Bernardino County Museum** was created.

During the twenty three years between 1952 and 1975, many people gave of their time, talent, and sometimes funds to make possible the Museum that was dedicated in 1975. Many had died along the way, and some of those had given much more than those of us serving at the time of Dedication of the new Museum Building. The following list includes the 1975 staff of elected County Officials, Museum Staff Employees, Members of the Board of Directors of the Association, Members of the Museum Commission appointed by the Board of Supervisors, and others:

San Bernardino County Board of Supervisors:

Dennis L. Hansberger, Chairman (**Donald C. Beckord** had served
Redlands Area when decision made for new Museum Building)

James L. Mayfield, Desert Area (**William A. Betterly** had served when decision made for new Museum Building)

Nancy E. Smith, San Bernardino Area
Daniel D. Mikesell Ontario Area
Robert O. Townsend Chino Area (**Ruben S. Ayala** had served when decision made for new Museum Building)

San Bernardino County Administrators
Robert A. Covington County Administrative Officer
Robert B. Rigney Assistant CAO and later CAO
Howard Littlefield General Services Agency Administrator

San Bernardino County Museum Commission

William J. Mann,Chairman(Desert)		**Eleanor K. Abbott**	Big Bear
Paul F. Allen	Redlands	**Donald C. Beckord**	Redlands
Wilson C. Hanna	Colton	**Gerald F. Litel**	Chino
Beatrice S. Riggs	Ontario	**Robert C. Robinson**	S.B. Mts.
Dr. Donald H. Rose	San Bdno.	**Isabel C. Whitney**	Upland

Dr. Gerald A. Smith, Secretary to the Commission

San Bernardino County Museum Association Board of Directors

Ruth O. Harris,	President	**Dr. Pauline A. Andrews**	
Dr. Joseph E. Hearn,	1st VP	**William E. Gifford, Jr.**	
Lynn A. Choate,	2nd VP	**Eugene A. Cardiff**	
Bernard W. Muffley	3rd VP	**Betty H. Greska**	

Bobbi J. Sipe, Secretary
Lois L. Headley Treasurer
Robert L. Leatherman
Arthur M. Miller
Dr. Walter C. Schuiling
Robert C. Robinson
Roland H. Wissler
Arda M. Haenszel
Emily M. Knight
Julian T. Lopez
Bernard S. Rest
Nelle R. Sherrod
Ruth D. Simpson
(Executive Director, Dr. G. Smith)
Directors Emeritus, L. Burr Belden and Ritner J. Sayles

San Bernardino County Museum Staff
Custodian, Pete Jefferson Maintenance, Bert Crandell
Artist, Michael Cole Registrar, Ann Quinn
Curator Archaeology, ----------Ruth D. Simpson
Curator Geology, ----------Robert Reynolds
Curator Natural History, ----------Eugene Cardiff
Secretary, Bobbie S. Miller Director, Dr. G. Smith

San Bernardino County Museum Resident Caretakers
Mousley Museum of Natural History------- Louis B. Mousley
Agua Mansa Pioneer Memorial Park ------ Pauline Saunders
(Later) Gerald Beardslee
Asistencia Redlands ---------- Carl Herman
Sepulveda Adobe Yucaipa ---------- Ralph Cumming
Yorba Slaughter Adobe Chino ---------- Orlie Scranton
Casa de Rancho Cucamonga Rains House --- C. Gale Reeves

San Bernardino County Museum Volunteer Positions
Wilson C. Hanna, Ornithologist
Steven Cardiff, Jr. Asst. Ornithologist
Robert Sanders, Curator Herpetology
Burneal McGowan, Curator of Dolls
Robert Leatherman, Nature Photographer
Winifred Stewart, Preparator
Terry Suss, Intern Curator of History

Group Representatives
Friends of Agua Mansa ---------- Marie Wood
Gates Cactus and Succulent Society -- Col. J. W. Dennison
Inland Empire Herpetology Society ---- Robert Sanders
San Bernardino Valley Audubon Society Don Reed

Chapter Presidents of San Bernardino County Museum Assn.
Ada Cooper, Casa de Rancho Cucamonga Historical Society
Roger Baty, Redlands Area Historical Society
Robert Robinson, Rim of the World Historical Society
Joseph Elincky, Lucerne Valley Chapter
Maggie McShan, Needles Chapter

After we moved into the new museum building, each Museum Staff member continued to recruit volunteers to assist with their particular area of responsibility. This was true even for clerical work, custodial work, maintenance work, but especially evident in each of the Curatorial sections of the Museum.

Ruth "Dee" Simpson, Curator of Archaeology, recruited the greatest number of volunteers to help. Probably because of public interest in the excavation of the Calico Early Man Site in the Mojave Desert, which was originally funded by the National Geographic Society and endorsed by Dr. Louis Leakey. Many of these volunteers were members of the Archaeological Survey Association of Southern California. During the year I was president of this organization I persuaded the members to become affiliated with our San Bernardino County Museum.

Robert Reynolds, Curator of Paleontology and Geology, had a cadre of volunteers to assist with field work and lab work at the Museum.

Eugene Cardiff, Curator of Natural History, recruited many volunteers to assist him in the field of Ornithology. He taught a class of Field Study of Birds at the University of California, Riverside, and served on the Board of Directors of the San Bernardino Valley Audubon Society from which he recruited many volunteers.

Ann Quinn, Curator of Educational Services, had a great many volunteers to serve as docents and teachers at the Museum and with the outreach program to many of the schools in the area. Many of these volunteers were retired school teachers.

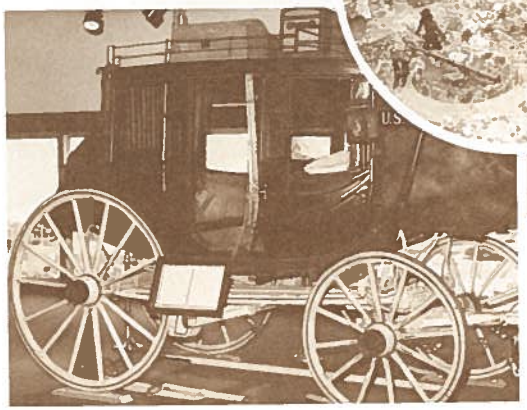
The volunteers developed intense loyalty to the individual Curator they worked with, and sometimes competition for thier services resulted in conflicts between curators. This was most evident between the Curator of Education and other Curators. The Curator of Education would solicit volunteers from the other Curators to serve as Docents or give talk to hundreds of classes that came to visit the Museum. Curators in the other sections resented seeing their volunteers give of their time to help the Curator of Education. As Director of the Museum, I approved the emphasis on education because I believed the primary purpose of a museum was to provide Education.

San Bernardino County Museum Guide

To the Hall of History

Please come with us

GEORGE C. KLAPP HALL OF HISTORY



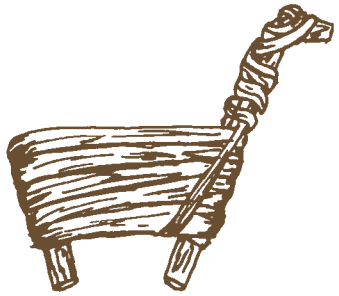
What do we see as we glance over the Hall? American Indians, Spanish priests, Mexican rancheros, pioneer farmers, lumbermen, and miners.

The exhibits tell the story of "Pioneers in San Bernardino County." Actually, the very first pioneers were the Indians. These hardy hunters discovered this continent perhaps 50,000 to 100,000 years ago. In the far part of the hall you will find a map showing the Bering Strait land bridge over which early Indians crossed to North America from Asia.

As they traveled from one area to another, the Indians left stone tools and other debris which archaeologists continue to discover. Over 3,000 years ago, Indians made models of game animals by twining split willow twigs. The small split twig figurines were ritually killed with miniature spears to guarantee success in hunting and were later carefully placed in caves, such as Newberry Cave, as part of a hunting ceremony.

Dr. Louis S.B. Leakey

Newberry Cave



Split twig figurine

The numerous examples of petroglyphs and pictographs found in southern California probably attest to other ceremonial activities of the Indians. Some of the petroglyphs (carvings in stone) and pictographs (paintings on stone)

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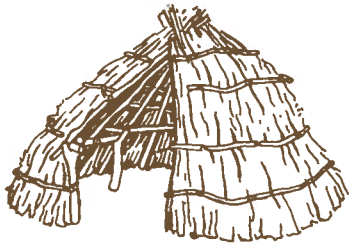
Petroglyph

may relate to hunting or gathering of food and some may pertain to the important time when a boy becomes a man and a girl becomes a woman as they took on the responsibilities of memberships in their societies.



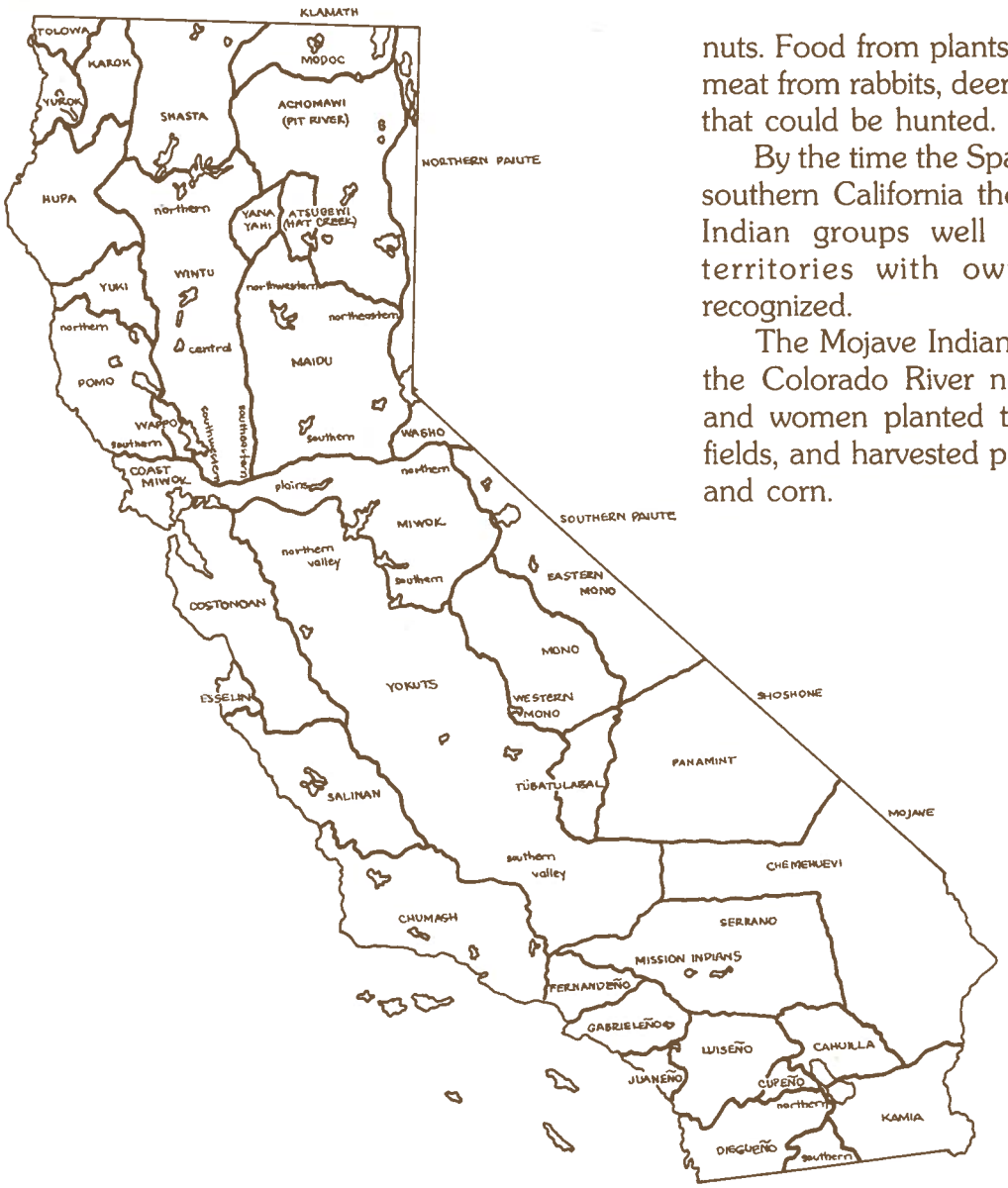
The Indians living in the mountains, valleys, and deserts of San Bernardino County were skilled craftsmen. They built homes, and made weapons, tools, clothing, pottery, and fine baskets.

Southern California Indians are especially known for the exquisite baskets which they made and used for many purposes. The baskets made of plant fibers were created both for utilitarian reasons and as works of art. From plant fibers the Indians made sandals and aprons to wear, string, nets for catching fish, birds, and mammals; and large containers for storing seeds. Seeds were a very important food source.

Baskets and Pottery

From selected clay, pottery vessels were made for cooking and for storing water and food items.

Plants provided the most important food items for the Indians. The oak trees produced the acorn, the mesquite tree produced mesquite beans, and from the scrub pine came the pine



nuts. Food from plants was supplemented with meat from rabbits, deer, sheep, and other game that could be hunted.

By the time the Spanish explorers arrived in southern California there were many different Indian groups well established in various territories with ownership of the land recognized.

The Mojave Indians farmed the land along the Colorado River near Needles. Both men and women planted the crops, cared for the fields, and harvested pumpkins, melons, beans, and corn.

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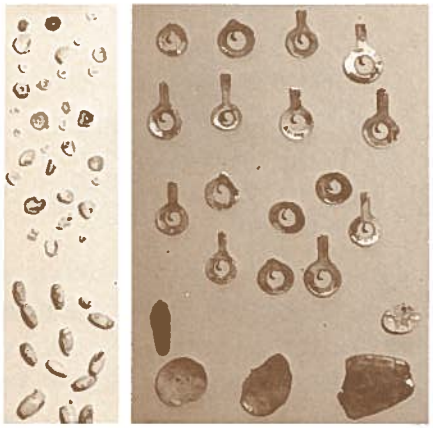
Mojave men owned their land which they could purchase and sell. The rich farm land was limited and boundaries were aggressively defended. Shell money and other items of exchange were used to purchase goods and property.



The Mojave Indians were noted for traveling throughout southern California, not only to trade, but also to learn about other people and places.

Marriage, among the Mojave, was a "living together," and man and wife separated if they could not get along with each other. In taking care of those who were sick, the Mojaves relied on many different medicines, and also supernatural power. The doctor, "shaman," used singing, "laying on of hands," blowing, and even conversation to make the patient well. Life for the shaman was not without danger. If too many of his patients died, his fellow tribesmen would execute him for malpractice.

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The Serrano

The Serrano were the Takhtam of the San Bernardino Mountains who communally owned the streams and land they used for hunting and gathering. The Serrano word Takhtam means "the people," but they were named Serrano, or "mountaineer," by the Spanish.

These gentle Indians made terra cotta pottery vessels which provided storage for seeds and water. A great many petroglyphs and pictographs are found in the area where the Serrano lived. The Serrano made baskets so finely woven they could serve as canteens.

The Chemehuevi

Chemehuevi Basket

The Chemehuevi Indians occupied the largest land area in San Bernardino County as they roamed the vast Mojave Desert. This area was not as desirable as the mountains and valleys which provided crops of acorns and pine nuts for food. The harsh desert with sparse vegetation and little water, presented a challenge for human survival.

The Chemehuevi, from long desert living experience, traveled over the desert from spring to spring gathering plant and animal resources to sustain life. The desert tortoise, chuckwalla, grasshoppers, cactus blossoms, and in fact, everything edible was utilized as food. They have been described as the fleetest on foot of any Indians in the Southwest.

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1443 of 1598

The Panamint

The Panamint life style was much like the Chemehuevi. Both groups made excellent baskets and moved throughout their territories seasonally to harvest tender plant leaves in the spring, flower petals, and fruit in late spring, and the various seeds from the plants in the fall. Many ceremonies were performed to insure successes in communal rabbit drives, antelope "round ups" or mountain sheep hunts.

A communal rabbit drive

The Cahuilla

The Cahuilla Indians were induced to move into San Bernardino Valley in the 1800's to provide protection for the Lugo cattle and horses. They previously lived in the lower desert and the San Jacinto Mountains. Those in the lower desert were the first people in California known to have dug wells to provide a permanent water supply. The life style and material culture of these Indians differed little from that of the Serrano.

An Indian well

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Talking, singing, dancing, and telling stories were a part of daily life for all the Indians. The coming of age and death were important events and ceremonies highlighted each occasion.

Like us, the Indians enjoyed playing games. Babies explored their world, chewed on tubers when teething, and played with other children. Swimming in rivers, springs, and streams was a favorite sport of young and old. Guessing games and competitive displays of skills, along with some team sports were common.

In the 1770's, many southern California Indians were visited by Father Francisco Garcés. He traveled from Sonora, Mexico and crossed the Gila and Colorado Rivers. Later, Father Garcés joined Juan Bautista de Anza in bringing a colony to southern California. With an Indian guide to lead him, Father Garcés traveled on foot up the Colorado River to Needles and crossed the Mojave Desert, San Bernardino Mountains, and the Valley en route to San Gabriel Mission.

Father Garcés kept a diary with vivid descriptions of the many Indian groups he encountered. He, of all the explorers, really cared about the Indians and they in turn treated him with respect.

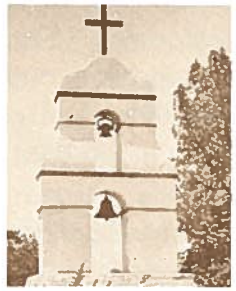
Gradually the Spanish settled the California coast and developed the missions. Before long the Catholic Church wanted mission outposts to

Father Garcés

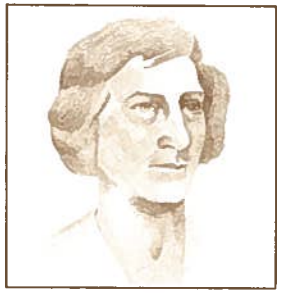
Father Dumetz

serve Indians living in the inland mountains and deserts. Father Dumetz was hunting for such a site when he celebrated Mass in this valley on May 20, 1810. On this date the Catholic Church honored St. Bernardino of Sienna and Father Dumetz thought it was appropriate to name the valley, San Bernardino.

In 1819, the San Gabriel Mission authorities established the San Bernardino Asistencia de San Gabriel Mission approximately one mile from the present San Bernardino County Museum.



San Bernardino Asistencia



Jedediah Smith

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After Mexico won freedom from Spain in 1822, the Mexican government stopped the expansion of the mission program. Part of the mission lands were to be turned over to the Indians, but as the mission system fell apart, large land areas were granted to Mexican citizens.

During the period of change from rule by Spain to rule by Mexico, Americans began to make contact with California.

In 1826, Jedediah Strong Smith crossed the Colorado River with the first beaver trapping expedition. He and his party had great difficulty crossing the deserts. Once, when trying to reach water, the trappers wore out. Indians carried water in the bladder of an antelope to the weary, thirsty men helping them survive in the heat. Animals and trappers were happy to reach the green valleys of the San Bernardino Mountains.

During the Mexican era great herds of cattle dotted the hills and valleys. Beautiful horses roamed the countryside. Large adobe homes were built on vast "ranchos" and the people identified themselves as "Californios." Salted, dried cattle hides and tallow rendered out of beef fat were major trade items. Hides had such great value they became known as "California bank notes."

In 1839, three brothers, José María, Vicente, and José del Carmen Lugo brought a small colony and four thousand head of cattle to the

San Bernardino Rancho

San Bernardino Valley. José Bermúdez and his energetic wife came with the Lugo colony.

María was thirty years younger than her husband. She and José planted vineyards and fields of produce in what is now San Timoteo Canyon. María dug a ditch to bring water for irrigation. She and her children carried their crops to Los Angeles in two-wheeled carretas drawn by

María Armenta Bermúdez

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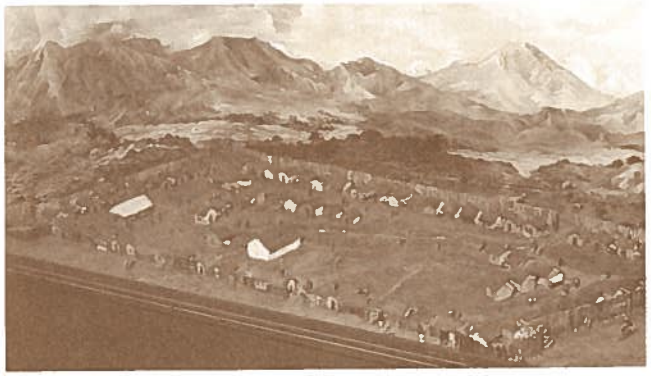
oxen. Before long, María had carved a road from San Bernardino Valley to Los Angeles.

Not only southern California Indians, but Indians all over the Southwest were becoming increasingly restless as non-Indian people settled the lands and invaded Indian territories. At one time Indians from Utah, with the help of lawless whites, rounded up three thousand horses and mules in what we know today as San Bernardino, Riverside, and Los Angeles counties. The horses were easily traded in New Mexico.

On September 9, 1850 California became a state. By that time most of the Lugo colonists had left and in 1851 the Lugo family sold the San Bernardino Rancho to Mormon colonists. Only five years after the Mormon people had reached Utah, many chose to move to California. The settlement in San Bernardino was the first step in creating a wagon route to the Pacific coast to insure supplies for the Mormon people in Utah.

Apostles Amasa M. Lyman and Charles C. Rich headed the Mormon colony. The Los Angeles *STAR* printed the following: "The Mormons are an industrious community, and will develop the resources of this country to an extent that will give it an importance second to no county in the State. It is said that the Mormons now located near Cajon Pass will raise enough wheat to supply the whole southern portion of California with flour . . . The mountains nearby are covered with pine sufficient to supply with lumber all southern California for years . . . We understand that a flouring mill and several sawmills will be erected there during the rainy season."

The Mormons did supply lumber, flour, fruit, and produce. They also provided protection from Indian raids, but the first year was spent living in a stockade 700 by 300 feet in size.



The Mormon "Fort San Bernardino"

Black families came with the Mormons. Grief Embers, affectionately called "Uncle Grief" acted as bugler for the Mormon Fort. His wife, Harriet Embers, served as a midwife for the community.

Lyman and Rich had difficulty obtaining funds for the purchase of the San Bernardino Rancho. They sold parcels of the land to individual families, built sawmills to provide lum-

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Mormon Pioneers

Pioneer Black Families

ber for homes, and ran a general merchandise store for the people. In 1857, the Mormon families were called back to Utah, but by that time they had set up schools, a library system, built the city of San Bernardino, elected a mayor, formed a county, and elected a representative to the state legislature.

At the same time the Mormons were settling San Bernardino the first stagecoach company was being organized by Phineas Banning and D.W. Alexander. Perhaps the most famous stagecoach line to operate in this area was the Butterfield Stage Route which stopped at the Chino Ranch.

The route entered California from Yuma, Arizona and followed almost the same route traveled by Juan Bautista de Anza in 1774. The stage station at Chino was at the Isaac Williams Chino Rancho. The stage road passed by the

On the Butterfield Stage Route

Yorba-Slaughter Adobe in Chino, which is now restored and open to the public as a County Museum.

People have been mining in this area for a very long time. In the Prehistoric times the Indians mined turquoise near Baker. During early historic times gold was hydraulically mined in

Yorba-Slaughter Adobe

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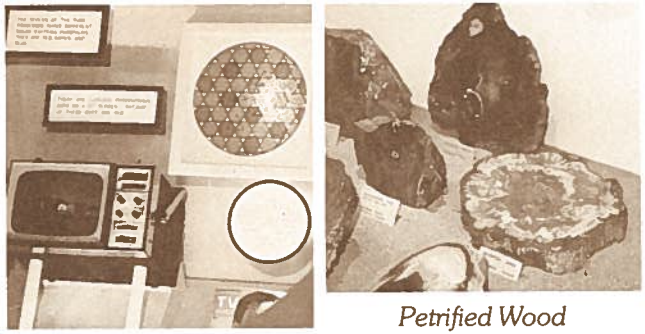
Lytle Creek Canyon. Today, rare earth minerals near Mountain Pass are mined to make possible television's color picture reception.

On our way upstairs to the Hall of Ornithology, we can stop and enjoy the petrified wood on display. One specimen has amethyst crystals in the center. The wood is silicified, or replaced, by quartz and other minerals.



Petrified Wood

Lepidodendron, black wood, is 300 million years old. Most of the wood from Arizona lived during the age of dinosaurs and is approximately 150 million years old. The silicified palm and *Sequoia langsdorfi* from California are only 15 million years old. They were living when three-toed horses roamed the county.

The only known dinosaur tracks in California are found in eastern San Bernardino County, in the Aztec sandstone near Clark Mountain. They were made by three-toed dinosaurs approximately 150,000,000 years ago.

Prehistoric Flying Creatures

In prehistoric times there were creatures that laid eggs, ground their food with gizzard stones, and left footprints in the mud and sand. Some had wings, and some later developed feathers. Items on display are gizzard stones of egg-laying dinosaurs from Utah, and replicas of fossil dinosaur eggs found in the Gobi Desert in the interior of China.

What makes a bird? Only birds have feathers. The feather probably evolved from the reptile's scale 155 million years ago. Vaned feathers shape and protect the bird and provide for flight. As insulation, the down feathers are so effective that birds can live in extremely cold climates, and also in extremely hot climates.

There are close to 9,000 species in the 173 families and 26 orders of birds. The Wilson C. Hanna Collection of bird eggs on display is one of the most complete in the world.

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WILSON C. HANNA HALL OF ORNITHOLOGY

One of the most striking examples of bird migration can be found in the story of the Arctic tern, whose round trip from its Arctic breeding grounds to its Antarctic wintering grounds covers 20,000 or more miles annually.

There is a tremendous variety of color, size, and shape in bird eggs, as well as wide variation in the number of eggs in a clutch. Why are some eggs speckled, such as the killdeer's? Killdeers lay their eggs on the ground, and because they are speckled, the protective coloration makes them more difficult for predators to find.

Why are some eggs white? Many eggs do not need protective coloration. For instance the woodpecker's eggs are placed in the bottom of a deep hole which protects the eggs.

Our displays include eggs collected from every continent, by many ornithologists and naturalists, including President Theodore Roosevelt. Many species of hummingbird eggs, the smallest eggs in the world, are on display. Also exhibited are very rare eggs of extinct birds, such as the passenger pigeon, the Guadalupe storm petrel, and the Carolina parakeet. All species of the rare New Zealand kiwis are represented.

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Different bird species are adapted to a great variety of habitats. Temperature and rainfall are the most important factors influenced by latitude and altitude. Displays of our county birds are organized according to their choices of habitat: open fields and grasslands, coastal sage and chaparral, riparian (streamside woodland), freshwater marsh, home and garden, mountains, the desert mountains, cliff and rocky areas, and desert birds.

Other birds and their habitats on display are those living in spruce forests, on the Arctic tundra, along the Bering Sea, open sea and offshore islands, Colorado River and Salton Sea, California coastal beaches and marshes, northern California, and neighboring Arizona and Mexico.

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FISK AUDITORIUM

Constantly changing art exhibits line the walls of the two auditoriums in the geodesic dome. Art works exhibited include oils, watercolors, graphics, fibers, mixed-medias, and sculptures.

Along the ramp down to the Hall of Mammals are beautiful displays of rocks and minerals.

Halite (Rock Salt)

Borax altering to Tincalconite

Historic mining operations of metallic and non-metallic ores, minerals, and rocks were developed during Spanish, Mexican, and American periods; and mining continues today as an important part of our economy. A large portion of the county is desert, which is rich in varied mineral resources.

San Bernardino County contains about one-fifth of the known copper locations in California. As yet, very little has been mined. Gold is the most widely distributed metal of commercial value. One of the earliest gold mines was the Rose Mine in the San Bernardino Mountains.

Iron, lead, silver, zinc, manganese, mercury, molybdenum, rare earth, tin, tungsten, uranium, and vanadium are the most widely mined metals. Non-metals being mined are asbestos, barite, clay, dimension stone, feldspar, fluorite, turquoise, graphite, limestone, magnesite, perlite, pumice, volcanic cinders, sand and gravel, silica, talc and salines.

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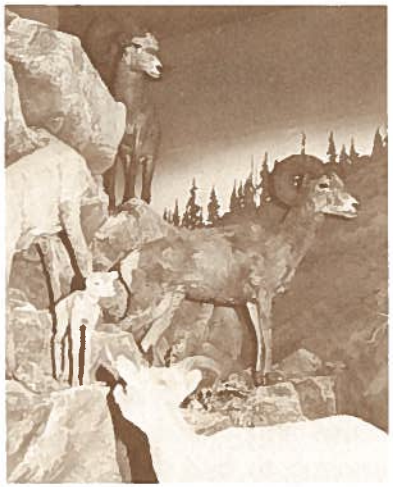
JOHN C. BELCHER HALL OF MAMMALS



People are the most advanced life form on earth, but we share this planet with an enormous number of other living things.

Human beings are a part of the mammal group of vertebrates. Mammals are different from other animals because they possess hair, nurse their young, and maintain a fairly stable body temperature while the temperature of their environment changes.

Mammals also possess intense vitality and have an intricate highly developed brain. They are divided into three main subclasses which include the egg-laying order, such as the platypus and spiny anteater; the marsupials, such as the opossum and kangaroo; and the placental group, which comprises most mammals including human beings.

The platypus and the spiny anteater are the only egg-laying mammals and they both live in Australasia. The museum has one specimen, of a platypus, on display, Marsupials live on various continents of the world, but in North America

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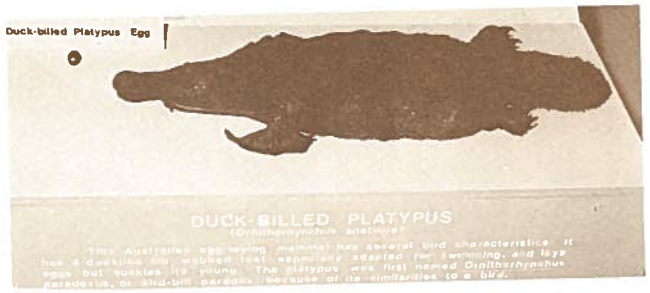

there is only one species, the opossum. The marsupials have nipples located inside a pouch. After birth the babies crawl into the pouch to nurse and live there until they are developed enough to find their own food.

The placental mammal group is the best known. All the mammals on display in the Hall of Mammals, except the opossum, belong to this group. Almost one half of all land mammals are rodents. One of the most interesting rodents is the flying squirrel from the San Bernardino Mountains.

Flying squirrels do not really fly, they spread flaps of skin which stretch from front and back limbs and glide from tree to tree as they travel through the forest. Only bats, which are also mammals, flap their wings and fly like birds.

There are about 5,000 species of mammals; all with a back bone made up of vertebrae. Fish, birds, and reptiles also have vertebrae. Reptiles, during the age of the dinosaurs, were the dominant animals on earth, but today they represent the smallest group.

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Reptiles

Reptiles have scales, breathe air, acclimate to outside temperatures, and generally lay eggs with shells; however, some reptiles have live babies. Most people think of eggs in conjunction with birds, but the first shelled eggs of vertebrates laid on land were reptilian.

Snakes shed their skins two to five times per year. At that time, the snake's skin takes on a dull appearance, the eyes cloud over, the snake loses its appetite, and is irritable. Often they soak themselves in water. Their bodies are dry since part of their body fluid is lost along with the old skin. Shedding begins when the snake rubs its mouth on a rough surface and loosens the skin around the lips. When this is accomplished, it proceeds to work the skin up over its head. As the snake moves through brush and rocks, the thin outside layer peels off like a glove. The entire process may take as little as half an hour.

Birds evolved 150 million years ago from reptiles. Of all the vertebrates, they are perhaps the most beautiful, and also the most numerous. They are a tremendous asset because they help control the rodent and insect populations.

Can you think of any place that is not home to at least one kind of insect? Insects surround people continually. They eat our food, clothes, and crops; puncture the unwary person's skin; and invade our homes.

These small animals have adapted and survived over a third of a billion years of evolution and they comprise approximately three times the number of all the other animal species on the earth combined.

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We hope you will return to visit the museum frequently and watch as the exhibits change and grow. Many people donating funds, artifacts, and service make the museum possible. These displays are tools for teaching about our cultural heritage and for encouraging people to respect all living things and the world in which we live.

Please come again!

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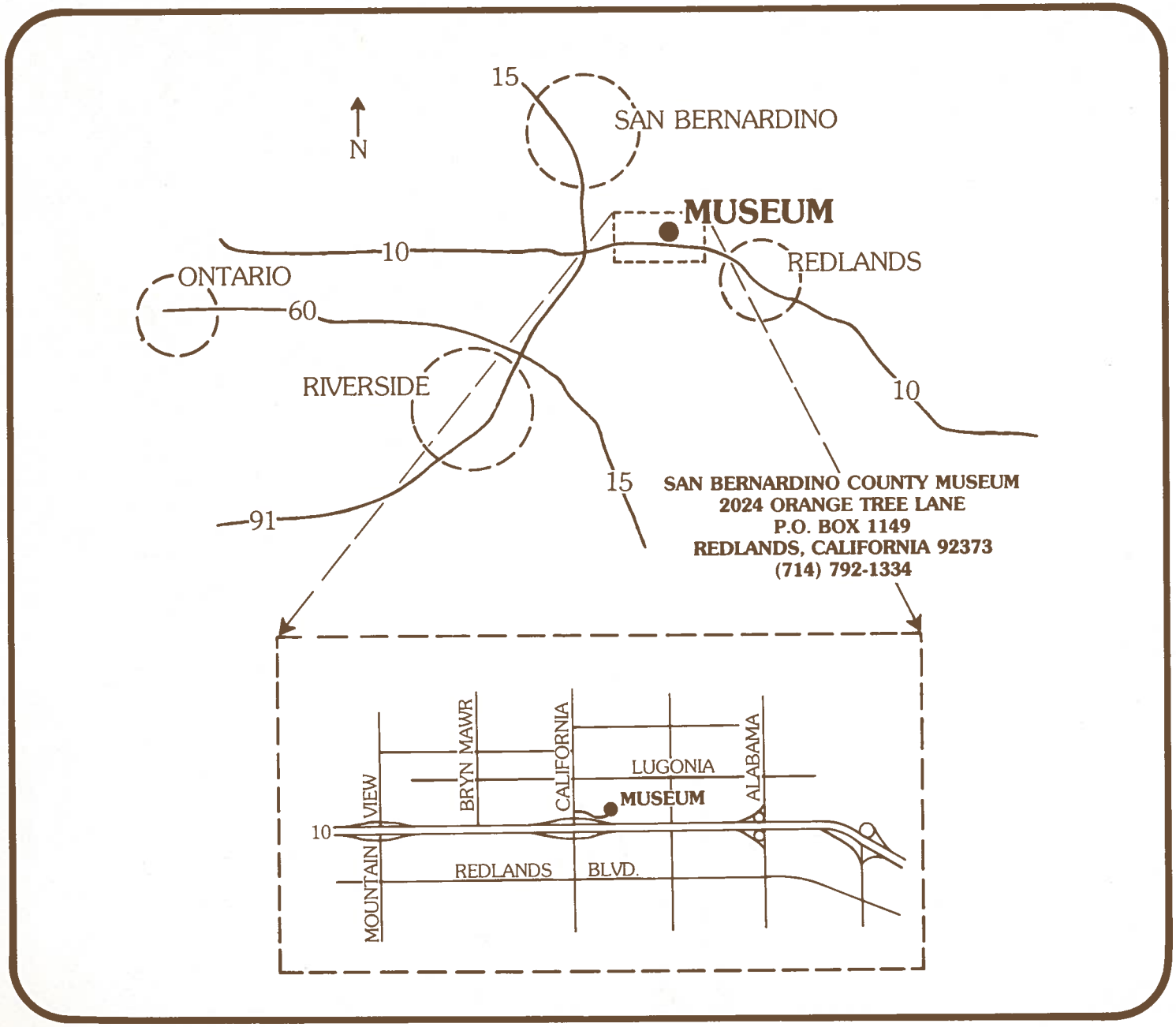
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SAN BERNARDINO
MUSEUM
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REDLANDS
ONTARIO
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RIVERSIDE
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SAN BERNARDINO COUNTY MUSEUM
2024 ORANGE TREE LANE
P.O. BOX 1149
REDLANDS, CALIFORNIA 92373
(714) 792-1334
VIEW
BRYN MAWR
CALIFORNIA
LUGONIA
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MUSEUM
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MOUNTAIN
REDLANDS
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State of California--The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary # 36-019921
HRI #
Trinomial
NRHP Status Code 3D
Other Listings
Review Code Reviewer Date

Page 1 of 3 *Resource Name or # (Assigned by recorder) 965-2H

P1. Other Identifier: Curtis Residence

*P2. Location: ___Not for Publication √ Unrestricted *a. County San Bernardino
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Redlands, Calif. Date 1967, photorevised 1985
T1S; R3W; S.B. B.M. Within the Rancho San Bernardino Land Grant. SE/NE Sec 30
Elevation: Ca. 1140 feet above mean sea level

c. Address 10684 California Street City Loma Linda Zip 92354

d. UTM: (Give more than one for large and/or linear resources) Zone 11; 479780 mE/ 3768550 mN
UTM Derivation: √ USGS Quad ___ GPS

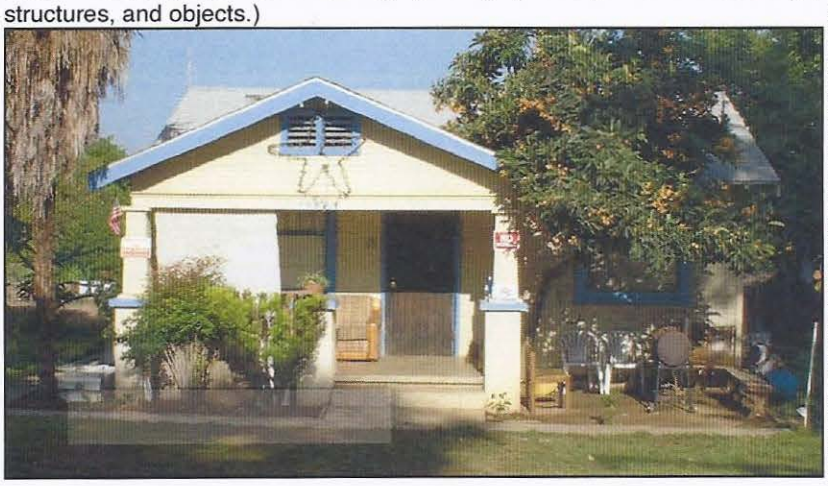
e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate) West side of California Street between Redlands Boulevard and Mission Road.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) Rectangular in plan, this one-story wood-frame single-family dwelling has an asymmetrical façade and a medium-pitched, cross-gabled composition roof and is clad in horizontal wood siding. The asymmetrical façade features wood-framed windows on either side of the entry and an off-centered, gable-roofed porch supported by slightly battered posts resting on concrete piers. The residence appears to be relatively unaltered and retains most of the character-defining elements of its California Bungalow design.

*P3b. Resource Attributes: (List attributes and codes) HP2—Single family property

*P4. Resources Present: √ Building ___ Structure ___ Object ___ Site ___ District √ Element of District ___ Other (isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



P5b. Description of Photo: (view, date, accession #) Photo taken on May 20, 2003; view to the west.

*P6. Date Constructed/Age of Sources:
√ Historic ___ Prehistoric ___ Both
Ca. 1920 (see Items B6 and B12 for detail)

*P7. Owner and Address:
James Findley
97 San Marino Drive
San Rafael, CA 94901

*P8. Recorded by: (Name, affiliation, and address)
Casey Tibbet, CRM TECH
4472 Orange Street
Riverside, CA 92501

*P9. Date Recorded: July 2003

*P10. Survey Type: Intensive-level CEQA-compliance survey

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Bai "Tom" Tang, Michael Hogan, Mariam Dahdul, Casey Tibbet, and Daniel Ballester (2003): Historical/Archaeological Resources Survey: Orchard Park Project, City of Loma Linda, San Bernardino County, California. On file, Archaeological Information Center, San Bernardino County Museum, Redlands.

*Attachments: ___None ___Location Map ___Continuation Sheet √ Building, Structure, and Object Record
___Archaeological Record ___District Record ___Linear Resource Record ___Milling Station Record
___Rock Art Record ___Artifact Record ___Photograph Record ___Other (List):

DPR 523B (1/95) *Required information

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

Primary # 36-019921
HRI #

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code 3D
*Resource Name or # (Assigned by recorder) 965-2H

B1. Historic Name: Curtis Residence
B2. Common Name: Curtis Residence
B3. Original Use: Single family residence B4. Present Use: Single-family residence
*B5. Architectural Style: California Bungalow

*B6. Construction History: (Construction date, alterations, and date of alterations) A search of available historical sources yielded no specific information regarding the construction date of this house, which nevertheless has been estimated at around 1920. According to archival property records, the Curtis family was property owners from at least the 1890s to the 1950s. Having arrived in the area in 1861, they were among the earliest settlers and orange-growers in the Old San Bernardino area, farming large tracts of land on both sides of today's California Street. Patriarch William Curtis was a prominent figure county politics around the turn of the century. Curtis, who died in 1912, had eight children, many of whom continued to live in the area and possibly the house through at least the 1950s.

*B7. Moved? √ No ____ Yes ____ Unknown Date: _____ Original Location: _____
*B8. Related Features: See Item P3a on p. 1.
B9a. Architect: Unknown b. Builder: Unknown
*B10. Significance: Theme N/A Area N/A
Period of Significance N/A Property Type N/A Applicable Criteria N/A
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) The Curtis Residence dates to the early 20th century, is associated with members of prominent pioneer families in Old San Bernardino, and retains excellent historic integrity to relate to its period of origin. As such, this residence is considered a primary contributor to the Mission Road Historic District and falls within the district's most tangible period of significance, namely the 1870s-1930s.
B11. Additional Resource Attributes: (List attributes and codes) None
*B12. References Riverside City and County directories; John Brown, Jr., and James Boyd (1922): *History of San Bernardino and Riverside Counties.* The Western Historical Association, Madison, Wisconsin.

(*Continued on p. 3*)

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

Primary # 36-019921
HRI #

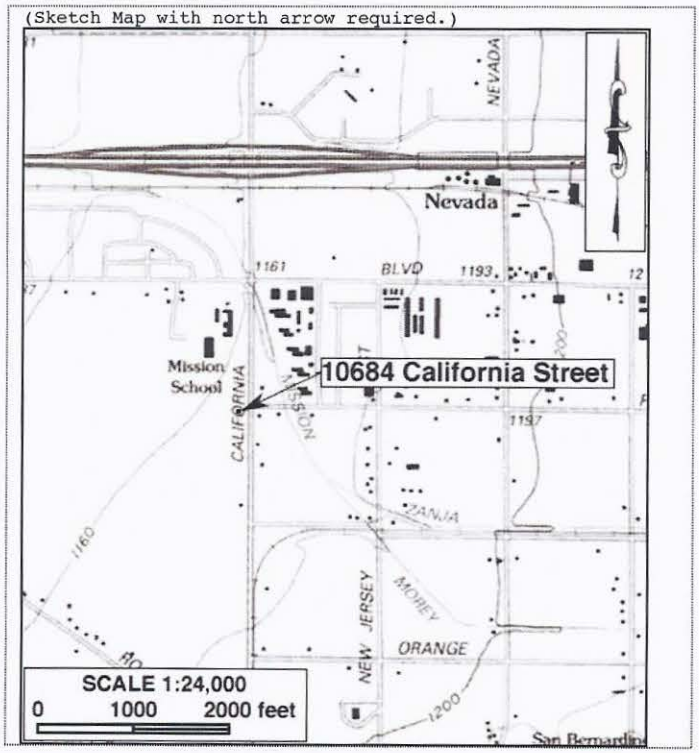
BUILDING, STRUCTURE, AND OBJECT RECORD (Continued)

Page 3 of 3 *NRHP Status Code 3D

B13. Remarks:
*B14. Evaluator: Bai "Tom" Tang
*Date of Evaluation: July 2003

(This space reserved for official comments.)

(Sketch Map with north arrow required.)



DPR 523B (1/95)

*Required information

5/09

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

PRIMARY RECORD

Primary # 36-019922
HRI # A
Trinomial
NRHP Status Code 3D
Other Listings
Review Code Reviewer Date

*Resource Name or # (Assigned by recorder) 965-3H

P1. Other Identifier: Raymond Curtis House

*P2. Location: ___ Not for Publication √ Unrestricted *a. County San Bernardino

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Redlands, Calif. Date 1967, photorevised 1985

T1S; R3W; S.B. B.M. Within the Rancho San Bernardino Land Grant. SE/4 SE/4 Sec 30

Elevation: Ca. 1140 feet above mean sea level

c. Address 10852 California City Loma Linda Zip 92354

d. UTM: (Give more than one for large and/or linear resources) Zone 11; 479780 mE/ 3766020 mN

UTM Derivation: √ USGS Quad ___ GPS

e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate) Located on the west side of California Street, in between Redlands Boulevard and Mission Road.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) This property consists of a single-family residence, a large rear ancillary building, and other related structures. The ancillary building, which includes a garage, secondary residential quarters, and a storage shed, appears oldest of the group. The one-story, Ranch-style residence of stucco is rectangular in plan with a medium-pitched, side-gabled, wood-shingle roof. The front entrance opens to the side of a small, recessed entry porch, and is accompanied in the asymmetrical façade by wood-framed windows with patterned panels, mostly double-hung. A side entrance is centered under the south-facing gable and is flanked by two windows, all sheltered under awnings.

The Bungalow-influenced ancillary building is a one-story, wood-frame structure built on a rectangular plan and surmounted by a medium-pitched front-gable roof sheathed with corrugated metal panels. The exterior walls are clad in horizontal flush boards and fenestrated with wood-framed casement and double-hung windows. The asymmetrical façade features a secondary gable supported by wooden brackets and a metal-framed mesh canopy, both sheltering a tilted bin that serves as a fruit stand. A rustic split-log fence lines the front and side of the structure. These buildings retain a high level of architectural, visual and design integrity.

*P3b. Resource Attributes: (List attributes and codes) HP2—Single family property

*P4. Resources Present: √ Building ___ Structure ___ Object ___ Site ___ District √ Element of District ___ Other (isolates, etc.)

(Continued on pg. 2)

State of California--The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Primary # 36-019922
HRI #
Trinomial

PRIMARY RECORD (Continued)

*Resource Name or # (Assigned by recorder) 965-3H

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

P5b. Description of Photo: (view, date, accession #) Photo taken on May 20, 2003; view to the northwest.

***P6. Date Constructed/Age of Sources:**
√ Historic ___ Prehistoric ___ Both
Ca. 1950s (see Items B6 and B12 for detail)

***P7. Owner and Address:**
J. J. and Amelia Ramirez Trust
P.O. Box 205
Bryn Mawr, CA 92318

***P8. Recorded by:** (Name, affiliation, and address)
Casey Tibbet, CRM TECH
4472 Orange Street
Riverside, CA 92501

***P9. Date Recorded:** July 2003

***P10. Survey Type:** Intensive-level CEQA-compliance survey

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") Bai "Tom" Tang, Michael Hogan, Mariam Dahdul, Casey Tibbet, and Daniel Ballester (2003): Historical/Archaeological Resources Survey: Orchard Park Project, City of Loma Linda, San Bernardino County, California. On file, Archaeological Information Center, San Bernardino County Museum, Redlands.

***Attachments:** ___ None ___ Location Map ___ Continuation Sheet √ Building, Structure, and Object Record
___ Archaeological Record ___ District Record ___ Linear Resource Record ___ Milling Station Record
___ Rock Art Record ___ Artifact Record ___ Photograph Record ___ Other (List):

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

Primary # 36-019922
HRI #

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 3 of 3

*NRHP Status Code 3D
*Resource Name or # (Assigned by recorder) 965-3H

B1. Historic Name: None
B2. Common Name: Raymond Curtis House
B3. Original Use: Single family residence B4. Present Use: Single family residence
*B5. Architectural Style: Ranch
*B6. Construction History: (Construction date, alterations, and date of alterations) No permits for the construction of these buildings were found on file, however, a long-time area resident places the ancillary building as early as 1920, and the residence as being built in the 1950s by Raymond Curtis. Directories indicate that Gloria and Robert E. Curtis, a student and later a rancher, lived at this location in 1952-1954 In 1958, Raymond T. Curtis, an orange and persimmon grower, and his wife Myrtle may have occupied the house.
*B7. Moved? √ No ___ Yes ___ Unknown Date: ___ Original Location: ___
*B8. Related Features: See Item P3a on p. 1.
B9a. Architect: Unknown b. Builder: Raymond Curtis
*B10. Significance: Theme N/A Area N/A
Period of Significance N/A Property Type N/A Applicable Criteria N/A
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) This building does not appear to meet any of the criteria for listing in the National Register of Historic Places or the California Register of Historical Resources, but contributes to the significance and overall historic integrity of the Mission Road Historic District as designated by the City of Loma Linda. Dating only to the post-WWII period, a less significant era in the district's history, this building is determined to be a secondary contributor to the Mission Road Historic District.
B11. Additional Resource Attributes: (List attributes and codes) HP4—Ancillary buildings
*B12. References: Riverside City and County Directories; Hale Paxton, Personal communication.
B13. Remarks:
*B14. Evaluator: Bai "Tom" Tang
*Date of Evaluation: July 2003

(Sketch Map with north arrow required.)

(This space reserved for official comments.)

DPR 523B (1/95)

*Required information

As of April 2015, this structure was no longer standing. The house, a 1943 vernacular adobe single-family residence, has been demolished and cleared. Aerial photography indicates the foundation is still present, but presence of other features or artifacts is unknown.

Report reference:
Mengers, Doug (2016) *Cultural Resources Survey of Site Boundary Conflicts within the APE of the Southern California Edison Company's West of Devers Upgrade Project (WODUP), Riverside and San Bernardino Counties, California*. Report on file at the California Historical Resources Information System, Eastern Information Center, University of California, Riverside.

Figure 1. P36-019923 location, facing south (Google Maps)

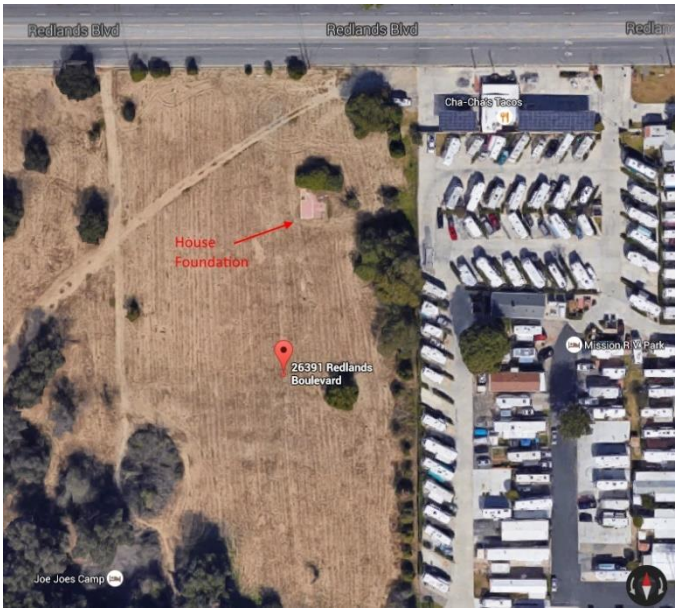


Figure 2. P36-019923 location (Google Maps)

5/09

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

PRIMARY RECORD

Primary # 36-019923
HRI # H
Trinomial
NRHP Status Code 6Z
Other Listings
Review Code Reviewer Date

Page 1 of 2 *Resource Name or # (Assigned by recorder) 965-5H

P1. Other Identifier: Burned Adobe Residence

*P2. Location: Not for Publication √ Unrestricted *a. County San Bernardino
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Redlands, Calif. Date 1967, photorevised 1985
T1S; R3W; S.B. B.M. Within the Rancho San Bernardino Land Grant. DE/NE See 30
Elevation: Ca. 1140 feet above mean sea level

c. Address 26391 Redlands Boulevard City Loma Linda Zip 92354

d. UTM: (Give more than one for large and/or linear resources) Zone 11; 478880 mE/ 3768960 mN
UTM Derivation: √ USGS Quad GPS

e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate) This residence is located on the south side of Redlands Boulevard, between Mountain View Avenue and California Street.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) This adobe residence, now burned and boarded up, was previously documented during the 1998 study as being constructed of adobe bricks with cement/concrete mortar, dimensional lumber, and concrete bond beams.

*P3b. Resource Attributes: (List attributes and codes) HP2—Single family property

*P4. Resources Present: √ Building Structure Object Site District Element of District
Other (isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

P5b. Description of Photo: (view, date, accession #) Photo taken on May 20 2003; view to the north.

*P6. Date Constructed/Age of Sources:
√ Historic Prehistoric Both
Ca. 1943 (see Items B6 and B12 for detail)

*P7. Owner and Address:
Unknown

*P8. Recorded by: (Name, affiliation, and address)
Casey Tibbet, CRM TECH
4472 Orange Street
Riverside, CA 92501

*P9. Date Recorded: July 2003

*P10. Survey Type: Intensive-level CEQA-compliance survey

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Bai "Tom" Tang, Michael Hogan, Mariam Dahdul, Casey Tibbet, and Daniel Ballester (2003): Historical/Archaeological Resources Survey: Orchard Park Project, City of Loma Linda, San Bernardino County, California. On file, Archaeological Information Center, San Bernardino County Museum, Redlands.

*Attachments: None Location Map Continuation Sheet √ Building, Structure, and Object Record
Archaeological Record District Record Linear Resource Record Milling Station Record
Rock Art Record Artifact Record Photograph Record Other (List):

DPR 523B (1/95) *Required information

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

Primary # 36-019423
HRI #

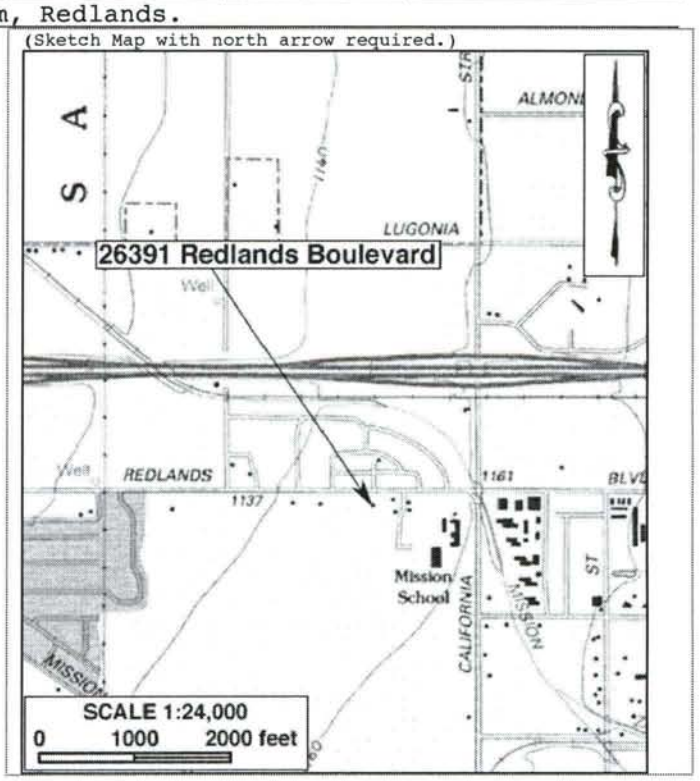
BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 2

*NRHP Status Code 6Z
*Resource Name or # (Assigned by recorder) 965-5H

B1. Historic Name: None
B2. Common Name: None
B3. Original Use: Single-family residence B4. Present Use: Vacant
*B5. Architectural Style: None
*B6. Construction History: (Construction date, alterations, and date of alterations) Although a tenant at the time asserted that the house was constructed over 100 years ago, the construction methods and historical data indicate it was most likely constructed around 1943.
*B7. Moved? √ No ___ Yes ___ Unknown Date: ___ Original Location: ___
*B8. Related Features: See Item P3a on p. 1.
B9a. Architect: Unknown b. Builder: Unknown
*B10. Significance: Theme N/A Area N/A
Period of Significance N/A Property Type N/A Applicable Criteria N/A
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) This building does not appear to meet any of the criteria for listing in the National Register of Historic Places or the California Register of Historical Resources, nor does it contribute to the significance and overall historic integrity of the Mission Road Historical District as designated by the City of Loma Linda.
B11. Additional Resource Attributes: (List attributes and codes) None
*B12. References: Roger G. Hathaway (1988): A Windshield Survey and Preliminary Architectural/Historical Inventory of Loma Linda, California. Report prepared for the City of Loma Linda Department of Community Development by Hathaway and McKenna, Mission Viejo. On file, Archaeological Information Center, San Bernardino County Museum, Redlands.
B13. Remarks:
*B14. Evaluator: Bai "Tom" Tang
*Date of Evaluation: July 2003

(Sketch Map with north arrow required.)



(This space reserved for official comments.)

DPR 523B (1/95)

*Required information

5/09

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

PRIMARY RECORD

Primary # 36-019924
HRI # #
Trinomial
NRHP Status Code 6Z
Other Listings
Review Code Reviewer Date

Page 1 of 2 *Resource Name or # (Assigned by recorder) 965-6H

P1. Other Identifier: Cha Cha's Restaurant

*P2. Location: ____Not for Publication √ Unrestricted *a. County San Bernardino
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Redlands, Calif. Date 1967, photorevised 1985
T1S; R3W; S.B. B.M. Within the Rancho San Bernardino Land Grant.
Elevation: Ca. 1140 feet above mean sea level

c. Address 26393 Redlands Boulevard City Loma Linda Zip 92354

d. UTM: (Give more than one for large and/or linear resources) Zone 11; 478940 mE/ 3768980 mN
UTM Derivation: √ USGS Quad ____ GPS

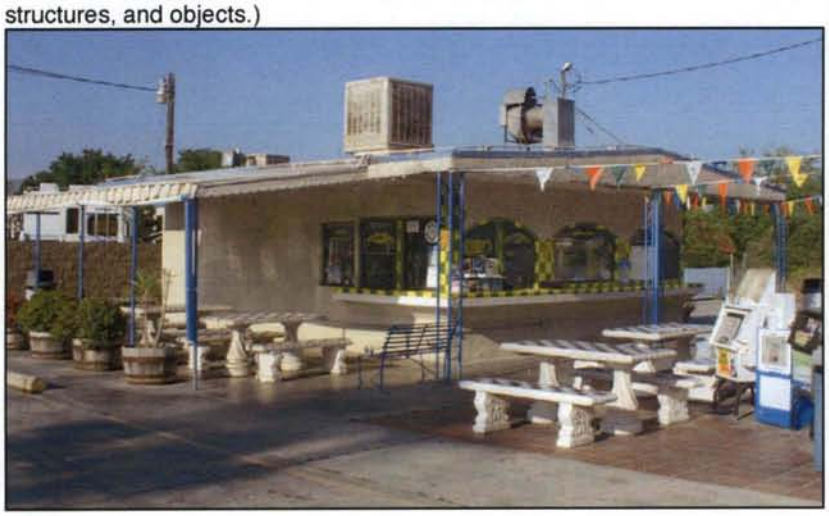
e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate) South side of Redlands Boulevard in between Mountain View Avenue and California Street.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) This one-story roadside restaurant is roughly rectangular plan with exterior walls of stucco and a low-pitched front-gable roof covered with corrugated metal sheets ending in wide overhanging eaves supported by decorative wrought-iron posts. The façade features three metal-framed, arched plate-glass service windows with green and yellow ceramic tiles along the customer counter. A patio adjoining the east side is sheltered by a shed-roof. Exhibiting no definitive architectural style, the stucco walls, decorative tiles, and arched windows nevertheless lend a Spanish flavor.

*P3b. Resource Attributes: (List attributes and codes) HP6—1-3 story commercial building

*P4. Resources Present: √ Building ____ Structure ____ Object ____ Site ____ District ____ Element of District
Other (isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



P5b. Description of Photo: (view, date, accession #) Photo taken on May 20, 2003; view to the southwest.

*P6. Date Constructed/Age of Sources:
√ Historic ____ Prehistoric ____ Both
Ca. late 1950's (see Items B6 and B12 for detail)

*P7. Owner and Address:
Gustavo Saavedra
26393 Redlands Boulevard
Redlands, CA 92373

*P8. Recorded by: (Name, affiliation, and address) Casey Tibbet, CRM TECH
4472 Orange Street
Riverside, CA 92501

*P9. Date Recorded: July 2003

*P10. Survey Type: Intensive-level CEQA-compliance survey

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Bai "Tom" Tang, Michael Hogan, Mariam Dahdul, Casey Tibbet, and Daniel Ballester (2003): Historical/Archaeological Resources Survey; Orchard Park Project, City of Loma Linda, San Bernardino County, California. On file, Archaeological Information Center, San Bernardino County Museum, Redlands.

Attachments: ____None ____Location Map ____Continuation Sheet √ Building, Structure, and Object Record
____Archaeological Record ____District Record ____Linear Resource Record ____Milling Station Record
____Rock Art Record ____Artifact Record ____Photograph Record ____Other (List):

DPR 523B (1/95) *Required information

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

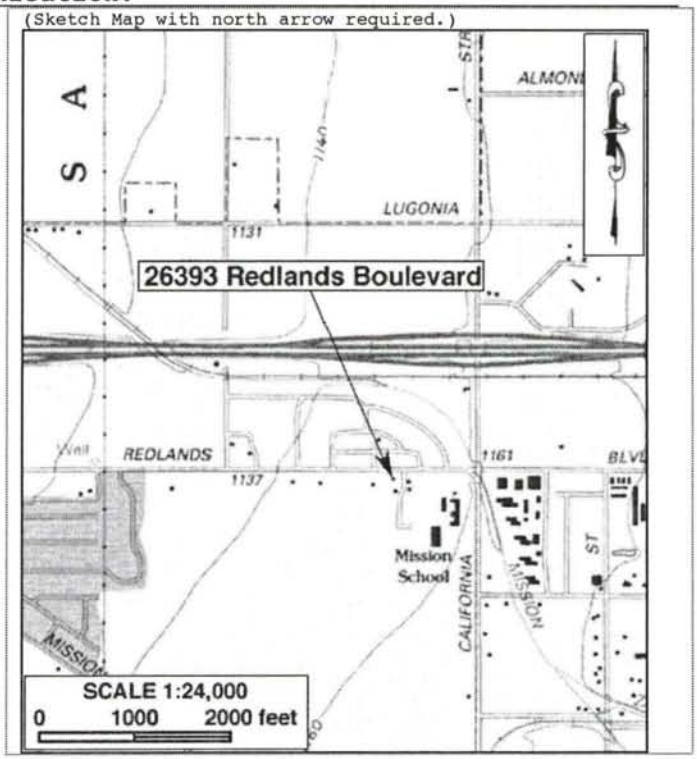
Primary # 36-019924
HRI #

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code 6Z
*Resource Name or # (Assigned by recorder) 965-6H

B1. Historic Name: None
B2. Common Name: Cha Cha's Restaurant
B3. Original Use: Restaurant B4. Present Use: Restaurant
*B5. Architectural Style: None
*B6. Construction History: (Construction date, alterations, and date of alterations) Aerial photos suggest this building likely was constructed between the late 1950s to mid-1960s. Alterations include renovations in 1981, a "walk-in box," added in 1982, and the addition of a refuse storage bin in 1983.
*B7. Moved? √ No ___ Yes ___ Unknown Date: ___ Original Location: ___
*B8. Related Features: See Item P3a on p. 1.
B9a. Architect: Unknown b. Builder: Unknown
*B10. Significance: Theme N/A Area N/A
Period of Significance N/A Property Type N/A Applicable Criteria N/A
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) This building does not appear to meet any of the criteria for listing in the National Register of Historic Places or the California Register of Historical Resources, nor does it contribute to the significance and overall historic integrity of the Mission Road Historic District as designated by the City of Loma.
B11. Additional Resource Attributes: (List attributes and codes) None
*B12. References: Roger G. Hathaway (1998): Determination of Eligibility Report for the Mission School and the Cole Ranch Residence and a Cultural Resource Mitigation Plan for a Proposed "Commercial Project" Located at the Southwest Corner of Redlands Boulevard and California Street, on file RBF Consulting, Irvine; Hale Paxton, Personal communication.
B13. Remarks:
*B14. Evaluator: Bai "Tom" Tang
*Date of Evaluation: July 2003

(Sketch Map with north arrow required.)



(This space reserved for official comments.)

DPR 523B (1/95)

*Required information

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

PRIMARY RECORD

Primary # 36-019925 5/69 #
HRI #
Trinomial
NRHP Status Code 6Z
Other Listings
Review Code Reviewer Date

Page 1 of 2 *Resource Name or # (Assigned by recorder) 965-7H

P1. Other Identifier: Mission Mobile Park Office and Manager's residence

***P2.** Location: ____Not for Publication √ Unrestricted *a. County San Bernardino
and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad Redlands, Calif. Date 1967, photorevised 1985
T1S; R3W; S.B. B.M. Within the Rancho San Bernardino Land Grant. NE/NE Sec 30
Elevation: Ca. 1140 feet above mean sea level

c. Address 26397 Redlands Boulevard City Loma Linda Zip 92354

d. UTM: (Give more than one for large and/or linear resources) Zone 11; 479000 mE/ 3768940 mN
UTM Derivation: √ USGS Quad ____ GPS

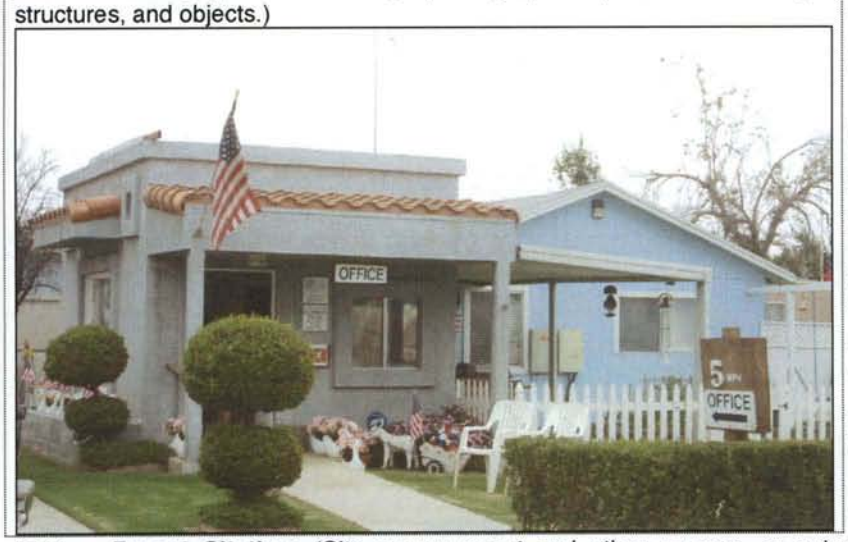
e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate) On the south side of Redlands Boulevard, between Mountain View Avenue and California Street.

***P3a.** Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) This recreational vehicle and trailer park includes a one-story stucco office that is rectangular in plan with a flat-roof accented with ceramic tiles over the porch roof and a pent roof over a large plate-glass window. The porch roof is supported by two stuccoed posts and shelters the entrance and an aluminum-framed sliding window. Behind the office is a manager's residence, a one-story, wood-framed structure with a low-pitched front-gable roof covered with composition shingles, with exterior walls clad with plywood panels. The visible windows are aluminum-framed sliders.

***P3b.** Resource Attributes: (List attributes and codes) HP6 1-3 story commercial property

***P4.** Resources Present: √ Building ____ Structure ____ Object ____ Site ____ District ____ Element of District
Other (isolates, etc.)

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)



P5b. Description of Photo: (view, date, accession #) Photo taken on May 20, 2003; view to the east.

***P6. Date Constructed/Age of Sources:**
√ Historic ____ Prehistoric ____ Both
Ca. 1947 (see Items B6 and B12 for detail)

***P7. Owner and Address:**
Mission Mobile Park
5353 East 2nd Street, Ste. 205
Long Beach, CA 90803

***P8. Recorded by:** (Name, affiliation, and address)
Casey Tibbet, CRM TECH
4472 Orange Street
Riverside, CA 92501

***P9. Date Recorded:** July 2003

***P10. Survey Type:** Intensive-level CEQA-compliance survey

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") Bai "Tom" Tang, Michael Hogan, Mariam Dahdul, Casey Tibbet, and Daniel Ballester (2003): Historical/Archaeological Resources Survey; Orchard Park Project, City of Loma Linda, San Bernardino County, California. On file, Archaeological Information Center, San Bernardino County Museum, Redlands.

Attachments: ____None ____Location Map ____Continuation Sheet √ Building, Structure, and Object Record
____Archaeological Record ____District Record ____Linear Resource Record ____Milling Station Record
____Rock Art Record ____Artifact Record ____Photograph Record ____Other (List):

DPR 523B (1/95) ***Required information**

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

Primary # 36-019925
HRI #

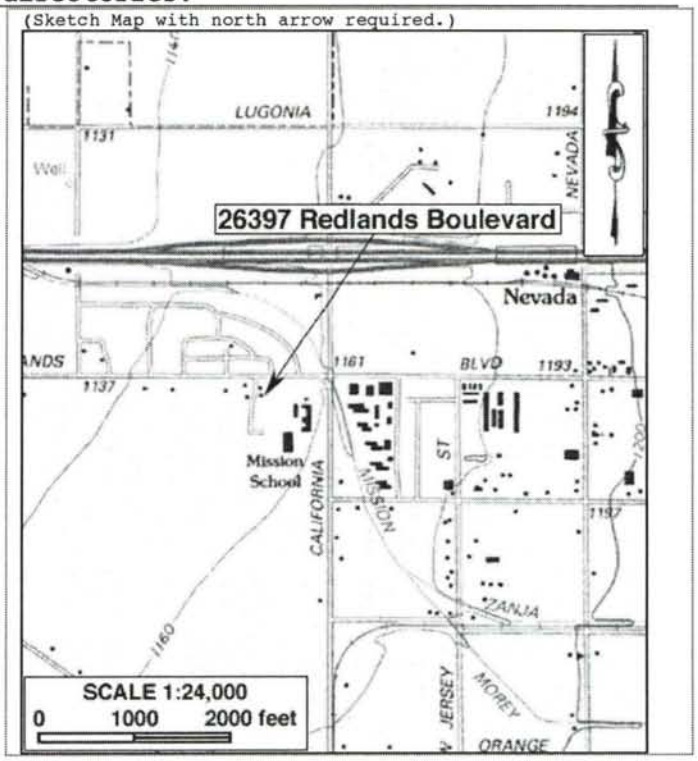
BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 2

*NRHP Status Code 6Z
*Resource Name or # (Assigned by recorder) 965-7H

B1. Historic Name: None
B2. Common Name: Mission Mobile Park
B3. Original Use: Mobile Home Park B4. Present Use: Mobil Home Park
*B5. Architectural Style: None
*B6. Construction History: (Construction date, alterations, and date of alterations) The Mission Trailer Park at this location first appears in city directories in 1947, when it was operated by Luther and Johanna Polder, the property owners from around 1942 to 1952. Permits issued to L. Polder include one for two wood-frame motel units in 1949, a wood-frame, stucco office addition to a residence in 1950, fire damage repairs in 1951, and a trailer shelter in 1952. Additional permits were issued in 1986 for the demolition of four buildings, a pool, and a concrete slab, and in 1991 for a front porch and windows. The property is currently owned by Mission Mobile Park.
*B7. Moved? √ No ___ Yes ___ Unknown Date: _____ Original Location: _____
*B8. Related Features: See Item P3a on p. 1.
B9a. Architect: Unknown b. Builder: Unknown
*B10. Significance: Theme N/A Area N/A
Period of Significance N/A Property Type N/A Applicable Criteria N/A
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) These buildings do not appear to meet any of the criteria for listing in the National Register of Historic Places or the California Register of Historical Resources, nor do they contribute to the significance and overall historic integrity of the Mission Road Historical District as designated by the City of Loma Linda.
B11. Additional Resource Attributes: (List attributes and codes) HP4 Ancillary buildings
*B12. References: Riverside City and County directories.
B13. Remarks:
*B14. Evaluator: Bai "Tom" Tang
*Date of Evaluation: July 2003

(Sketch Map with north arrow required.)



(This space reserved for official comments.)

DPR 523B (1/95)

*Required information

State of California
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial CA-SBR-17212H

Other Listings:

Review Code: 6Z Reviewer: Jeanette A. McKenna Date: 8/20/15

Page 1 of 6 *Resource Name or # (assigned by recorder) Citrus Avenue Alignment

P1. Other Identifier: Citrus Avenue

*P2. Location Not for Publication X Unrestricted

*P2a. County: San Bernardino

P2b. USGS 7.5' Quad: Redlands Date: 1996 T1S; R3W; NW ¼ of SW ¼ of Sec. 29 S.B.B.M.
;

P2c. Address: Not Applicable City: (unincorporated SB Co.) Zip: 92373

P2d. UTMs: Zone: 11 See Below mE See Below mN

P2e. Other Locational Data: (e.g.: parcel #, directions to resource, elevation, etc., as appropriate) Segment of roadway between California Street and New Jersey Street. UTMs (NAD 83) = Western Point = 479209 Easting/3768384 Northing (at California Street and Citrus Avenue); Eastern Point = 479613 Easting/ 3768387 (at Citrus Ave. and New Jersey St.). Road continues to east and continues into Redlands.

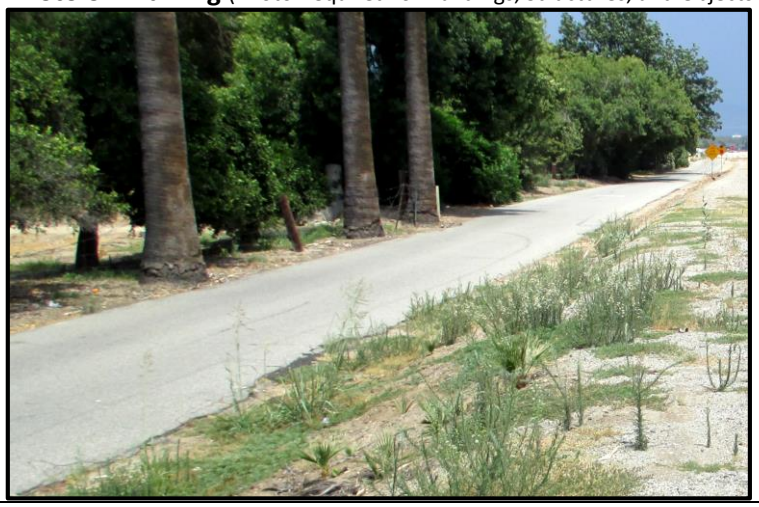
*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries.) Asphalt roadway, approximately25 feet wide with no curbs or sidewalks; palm trees along portions of the alignment; no center line (slightly wider than standard one lane road). No evidence of historic roadway.

P3b. Resource Attributes: (List attributes and codes.) AH-7 (Road)

*P4. Resources Present: ☐ Building X Structure ☐ Object ☐ Site

☐ District ☐ Element of District ☐ Others (Isolate, etc.)

P5a. Photo or Drawing (Photo Required for Buildings, Structures, and Objects.)



P5b: Description of Photo: ENE (7/4/4)

*P6. Date of Construction/Age

X Historic ☐ Prehistoric ☐ Both

*P7. Owner and Address:
San Bernardino County
825 E. Third Street
San Bernardino, CA 92415

*P8. Recorded by: McKenna et al.
Jeanette A. McKenna
6008 Friends Avenue
Whittier, CA 90601-3724

*P9. Date Recorded: 8/18/14

*P10. Survey Type: Phase I CEQA

*P11. Report Citation: (Cite survey report and other sources, or enter "None.") McKenna, Jeanette A. (2014) – A Phase I Cultural Resources Investigation of Citrus Lane Property Area, Assessor Parcel No. 0292-161-01-0000, City of Loma Linda, San Bernardino County, California. On file, McKenna et al., Whittier, CA.

*Attachments ☐ NONE X Location Map X Sketch Map X Continuation Sheet ☐ BSO Record

☐ Archaeological Record ☐ District Record X Linear Feature Record ☐ Milling Station Record

☐ Rock Art Record ☐ Artifact Record ☐ Photographic Record X Other (List): Photos

State of California
DEPARTMENT OF PARKS AND RECREATION

LINEAR FEATURE RECORD

Primary #
HRI #
Trinomial

 *Resource Name or # (assigned by recorder) Citrus Avenue Alignment

L1. Historic and/or Common Name: Citrus Avenue (est. 1887)

L2a. Portion Described: ☐ Entire Resource **X** Segment ☐ Point Observation **Designation:**

L2b. Location of Point or Segment: (Provide UTM Coordinates, legal description, and any other useful locational data. Show the area that has been field inspected on the Location Map.) **See Continuation Sheet**

L3. Description: (Describe construction details, materials, and artifacts found at this segment/point. Provide plans/ sections, as appropriate.) **Single lane road (slightly wider than a standard single land alignment) extending from California Street (west) to New Jersey Street ((east), with unrecorded extensions to the east and west. Segment recorded here runs from California Street to New Jersey Street, only. Approximately 25 feet wide, no curbs or sidewalks. Palm trees line portions of segment recorded.**

L4a. Dimensions: (In feet for historic features and meters for prehistoric features)

a. **Top Width: 25 ft.**
b. **Bottom Width: NA**
c. **Height or Depth: NA**
d. **Length of Segment: ¼ mile (recorded)**

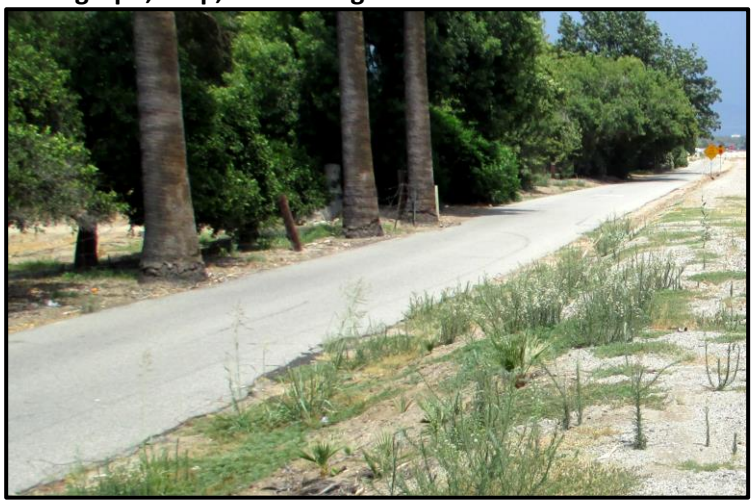
L5. Associated Resources: Historic Curtis Ranch Properties on either side of alignment

L4b. Sketch of Cross-Section (include scale) **Facing:**

L6. Setting: (Describe natural features, landscape characteristics, slope, etc., as appropriate) **Currently located between the cities of Loma Linda and Redlands – soon to be annexed into the City of Loma Linda.**

L7. Integrity Considerations: No physical evidence of the historic alignment; roadway has been repaved and maintained by the County. Established in ca. 1887 as a dirt access road and providing access to the adjacent properties. This particular segment was moved north to accommodate the Redlands Central Railway alignment.

L8a. Photograph, Map, or Drawing



L8b. Description of Photo, Map, or Drawing: (View, Scale, etc.)
July 4, 2014 (NE)

L9. Remarks: Road will likely be improved as a result of a pend- residential development on the south side of Citrus Avenue.

L10. Form Prepared by:
McKenna et al.
Jeanette A. McKenna
6008 Friends Avenue
Whittier, California 90601

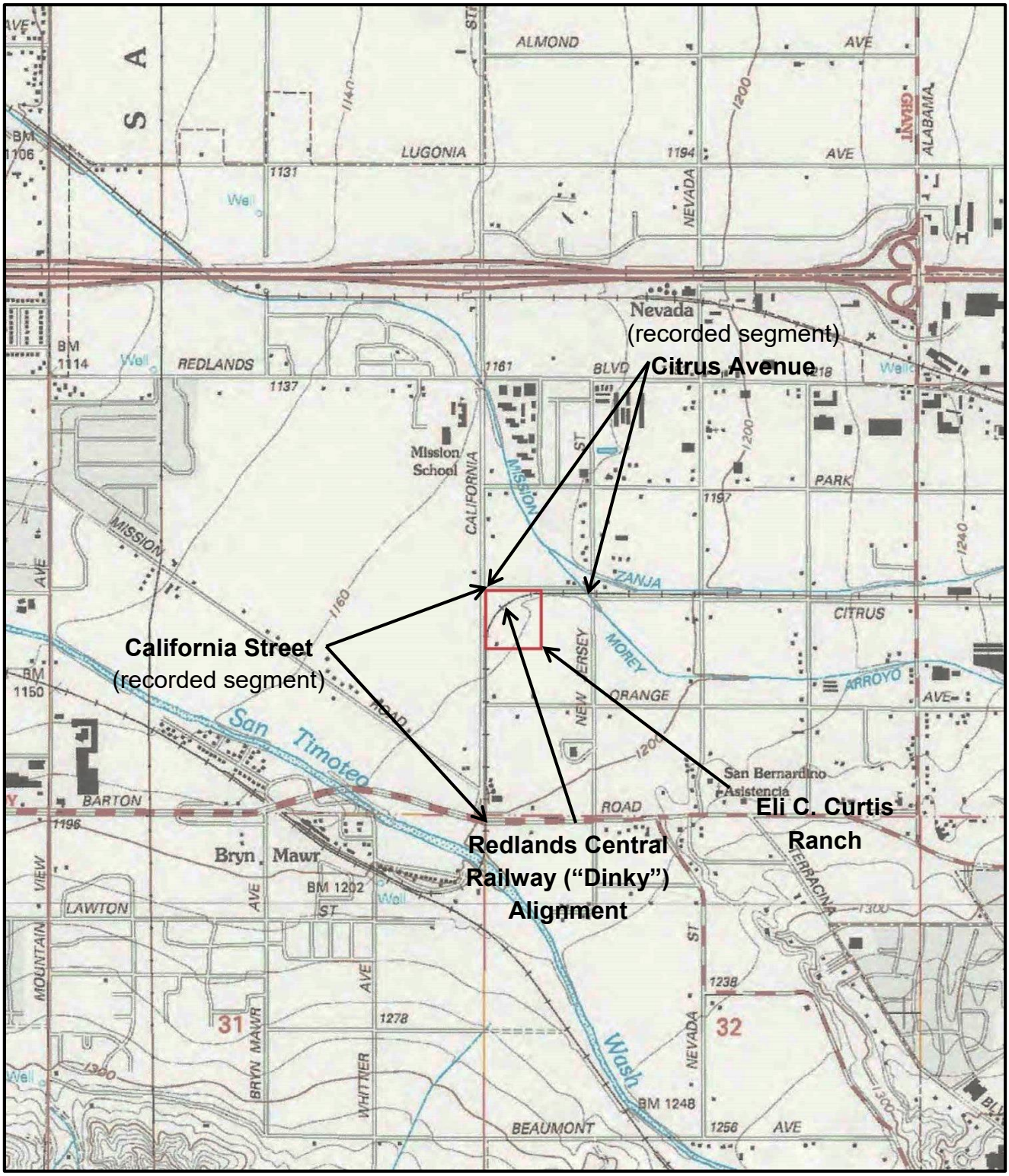
L11. Date: August 18, 2014

State of California
DEPARTMENT OF PARKS AND RECREATION

LOCATION MAP

Primary #
HRI #
Trinomial

Page 3 of 6 ***Resource Name or # (assigned by recorder) Citrus Avenue Alignment**
***Map Name: USGS Redlands Quadrangle** ***Scale 1:24000** ***Date of Map 1996**



State of California
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 4 of 6 *Resource Name or # (assigned by recorder) Citrus Avenue Alignment
Recorded by: Jeanette A. McKenna *Date August 20, 2015 X Continuation Update

Citrus Avenue Alignment (Historic Road)

Citrus Avenue was established within the community of Redlands prior to the subdivision of Barton Ranch and extended west, through the subdivision at about the same time the "Redlands Dinky" rail line was established. As noted earlier, the maps provided by Haenszel (n.d.) and Lerch and Haenszel (1981) illustrate the alignment of the rail line along the north side of Citrus Avenue. The recent field investigation resulted in identifying the alignment on the south side of Citrus Avenue (see later discussion). At the time of this study, Citrus Avenue was identified as a narrow street (slightly wider than one lane) with an asphalt pavement and no curbing or sidewalks. The north side of the road was lined with citrus treed and some palm trees. The south side was lined, in part, by mature palm trees and the berm associated with the abandoned railway alignment.

These palm trees are similar to those recorded by Tang and Eddy (2004) as a rural landscape. According to Tang and Eddy, mature "California Fan Palms" have been present in this general area since ca. 1938 and can date as early as 1927. These palms were often used as property boundary markers and windbreaks.

In this case, the palms mark the northern extent of the Eli C. Curtis property, but were more likely planted after his death in 1926 (and after the abandonment of the Redlands Central Railway in ca. 1916). The original roadway was a dirt road and no physical evidence of its alignment was noted during this investigation.

State of California
DEPARTMENT OF PARKS AND RECREATION

CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 5 of 6 *Resource Name or # (assigned by recorder) Citrus Avenue Alignment (facing East)

Recorded by: Jeanette A. McKenna, McKenna et al., Whittier, CA *Date August 20, 2015 X Continuation Update

State of California
DEPARTMENT OF PARKS AND RECREATION

CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 6 of 6 *Resource Name or # (assigned by recorder) Citrus Avenue Alignment (facing West)

Recorded by: Jeanette A. McKenna, McKenna et al., Whittier, CA *Date August 20, 2015 X Continuation Update

State of California
DEPARTMENT OF PARKS AND RECREATION

PRIMARY RECORD

Primary #
HRI #
Trinomial

Other Listings:

Review Code: 6Z Reviewer: Jeanette A. McKenna Date: 8/20/15

 *Resource Name or # (assigned by recorder) County Flood Control Channel

P1. Other Identifier: Morey Ditch/Morey Arroyo

*P2. Location Not for Publication X Unrestricted

*P2a. County: San Bernardino

P2b. USGS 7.5' Quad: Redlands Date: 1996 T1S; R3W; NW ¼ of SW ¼ of Sec. 29 ; S.B.B.M.

P2c. Address: Not Applicable City: (unincorporated SB Co.) Zip: 92373

P2d. UTMs: Zone: 11 See Below mE See Below mN

P2e. Other Locational Data: (e.g.: parcel #, directions to resource, elevation, etc., as appropriate) Segment of The County Flood Control Channel identified with the northwestern quarter of the Barton Ranch Subdivision Lot 6. This segment runs southeast to northwest, eventually joining the larger system associated with the Mission zanja. UTMs coordinates are presented in the attached Continuation Sheet.

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries.) See Continuation Sheet

P3b. Resource Attributes: (List attributes and codes.) AH-6 (Water Conveyance System)

*P4. Resources Present: ☐ Building X Structure ☐ Object ☐ Site

☐ District ☐ Element of District ☐ Others (Isolate, etc.)

P5a. Photo or Drawing (Photo Required for Buildings, Structures, and Objects.)

P5b: Description of Photo: ESE (8/6/15)

*P6. Date of Construction/Age

X Historic ☐ Prehistoric ☐ Both

*P7. Owner and Address:
San Bernardino County
825 E. Third Street
San Bernardino, CA 92415

*P8. Recorded by: McKenna et al.
Jeanette A. McKenna
6008 Friends Avenue
Whittier, CA 90601-3724

*P9. Date Recorded: 8/18/14

*P10. Survey Type: Phase I CEQA

*P11. Report Citation: (Cite survey report and other sources, or enter "None.") McKenna, Jeanette A. (2015) – A Phase I Cultural Resources Investigation of the Orchard Heights Development, Assessor Parcels 0292-161-02, 0292-161-03, and 0292-063-08, Located in the City of Loma Linda, San Bernardino County, California. On file, McKenna et al., Whittier, CA.

*Attachments ☐ NONE X Location Map X Sketch Map X Continuation Sheet ☐ BSO Record

☐ Archaeological Record ☐ District Record X Linear Feature Record ☐ Milling Station Record

☐ Rock Art Record ☐ Artifact Record ☐ Photographic Record X Other (List): Photos

State of California
DEPARTMENT OF PARKS AND RECREATION

LINEAR FEATURE RECORD

Primary #
HRI #
Trinomial

 *Resource Name or # (assigned by recorder) County Flood Control Channel

L1. Historic and/or Common Name: Morey Ditch/Morey Arroyo (est. 1923)

L2a. Portion Described: ☐ Entire Resource **X** Segment ☐ Point Observation Designation:

L2b. Location of Point or Segment: (Provide UTM Coordinates, legal description, and any other useful locational data. Show the area that has been field inspected on the Location Map.) **See Continuation Sheet**

L3. Description: (Describe construction details, materials, and artifacts found at this segment/point. Provide plans/ sections, as appropriate.) **25 feet wide and 10 feet deep; drainage channel established within a natural arroyo; includes culverts/bridges at road crossings – New Jersey Street and Citrus Avenue within the current project area. Alignment has been maintained and improved over the years, with the addition of signage, railings, and periodic dredging.**

L4a. Dimensions: (In feet for historic features and meters for prehistoric features)

a. **Top Width: 25 ft.**
b. **Bottom Width: 25 ft.**
c. **Height or Depth: 10 ft.**
d. **Length of Segment: ¼ mile (recorded)**

L5. Associated Resources: Curtis Ranch; Furney/Yount Properties (orchards); Citrus Avenue, New Jersey Street; Redlands "Dinky" Railroad

L4b. Sketch of Cross-Section (include scale) **Facing:**

See Attached Photos

L6. Setting: (Describe natural features, landscape characteristics, slope, etc., as appropriate) **Currently located between the cities of Loma Linda and Redlands – soon to be annexed into the City of Loma Linda and within an area scheduled for redevelopment as a residential community.**

L7. Integrity Considerations: Intact and functioning; mostly reflecting as-built, but with some modern improvements and maintenance. Established in ca. 1923, when County claimed drainage for flood control.

L8a. Photograph, Map, or Drawing

L8b. Description of Photo, Map, or Drawing: (View, Scale, etc.)
Aug. 6, 2015 (ENE)

L9. Remarks: No impacts to drainage/channel are expected with proposed development.

L10. Form Prepared by:
McKenna et al.
Jeanette A. McKenna
6008 Friends Avenue
Whittier, California 90601

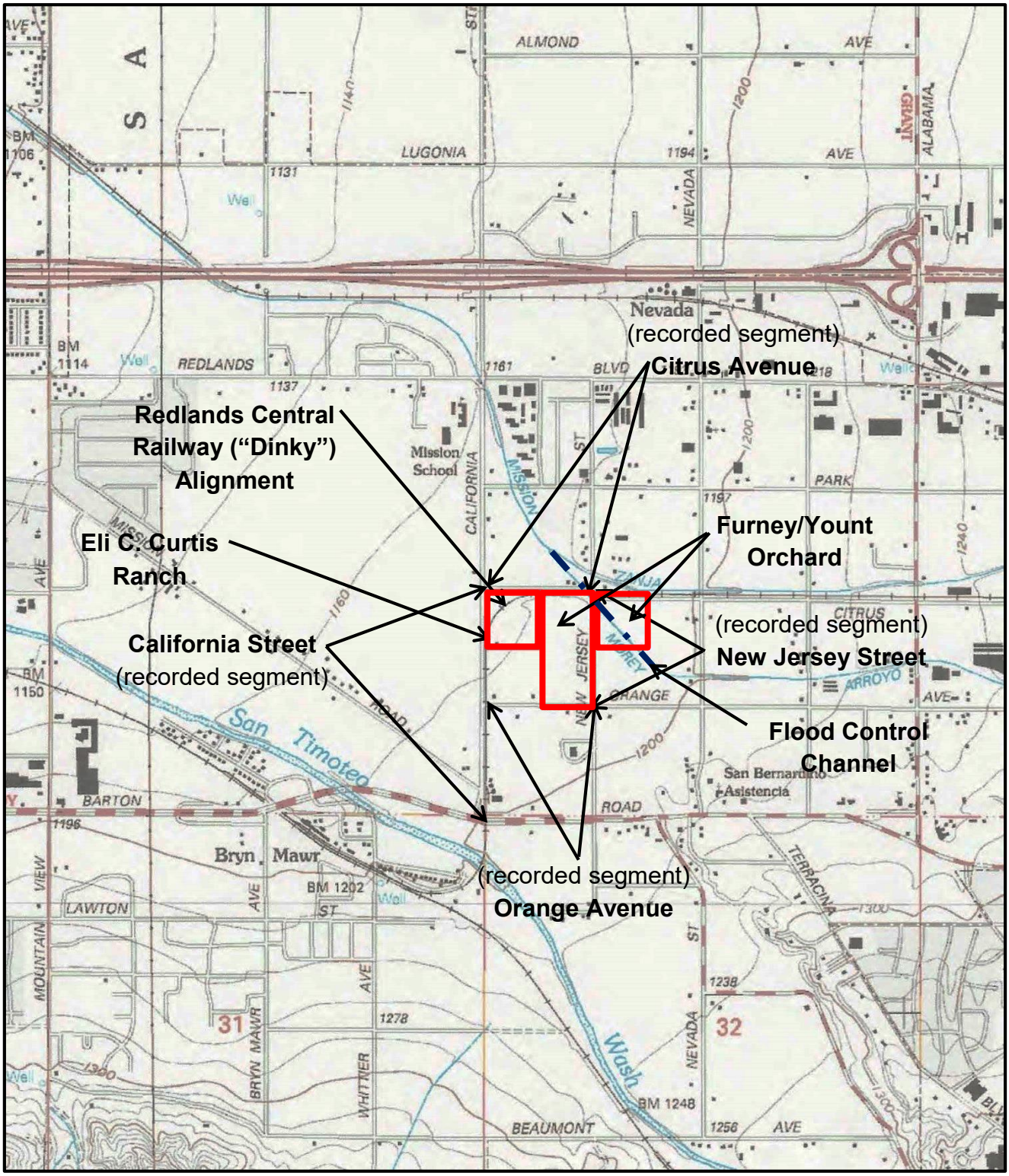
L11. Date: August 20, 2015

State of California
DEPARTMENT OF PARKS AND RECREATION

LOCATION MAP

Primary #
HRI #
Trinomial

Page 3 of 9 *Resource Name or # (assigned by recorder) County Flood Control Channel (Morey Ditch)
*Map Name: USGS Redlands Quadrangle *Scale 1:24000 *Date of Map 1996



State of California
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

The Bridge(s) at Citrus Avenue and New Jersey Street

Two bridges were identified during the course of the recent survey. One is on Citrus Avenue, just west of New Jersey Street, and crosses the flood control channel as part of Citrus Avenue. The other is on New Jersey Street, just south of Citrus Avenue, and crosses the flood control channel as part of New Jersey Street. Both of these crossings date to ca. 1923, when the City of Redlands and the San Bernardino County Flood Control District channelized the natural drainage. These crossing replaced the earlier structures associated with the "Dinky" railroad crossing and the alignments of Citrus Avenue. Although considered two separate structures, these bridges are actually culverts representing a single system developed along the flood control channel.

The flood control channel was established within a natural drainage that extends from eastern Redlands, through the Furney/Yount properties, and continues to the Santa Ana River west/northwest of Loma Linda. Referred to locally as the "Morey Ditch" or "Morey Arroyo," references to the Moreys is erroneous, as the ditch/arroyo was historically limited to areas east of Brookside Avenue (in Redlands). While the natural drainage certainly pre-dates 1923, it was only formally channeled in 1923, when the City and County claimed the drainage, removed the respective acreage from the private property descriptions, and constructed the concrete lined alignments. The crossings on New Jersey Street and Citrus Avenue were part of these improvements and discussed below.

The Flood Control Channel (aka Morey Ditch)

As noted above, the County Flood Control Channel crossing the project area was established in a previously unnamed natural drainage and generically (erroneously) referred to as the Morey Ditch. Until ca. 1923, the alignment within the project area was considered to be privately owned. When the Barton Ranch was subdivided, this segment of the drainage was within the northwestern quarter of Lot 6, a ten acre property sold as a ten acre property. In 1923, the drainage was removed from the property description and the drainage became the property of the County Flood Control District, working with the City of Redlands to lessen flooding issues. Prior to 1923, the drainage was essentially in its natural state, with the exception of a crossing at the "Dinky" railroad alignment at New Jersey Street and Citrus Avenue. It is noted, the "Dinky" railroad ran along the south side of Citrus Avenue when west of New Jersey Street and north of Citrus Avenue east of New Jersey Avenue. The railroad alignment was a straight alignment. Citrus Avenue as established around the alignment, not immediately allowing vehicular traffic until after 1923.

State of California
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Recorded by: Jeanette A. McKenna *Date August 20, 2015 X Continuation Update

The two bridge crossings at the intersection consist of poured concrete exhibiting scarring from the wood framing. In some areas along the drainage, the concrete lining is "U" shaped. In the area of the bridges, the drainage is squared with an average width of 25 feet and a depth of 10 feet. The concrete surfaces on the roadways are supported by reinforcing steel "I" beams marked "CARNEGIE^{H} USA." Research suggests this beam was manufactured between 1925 and 1934 and likely dates closer to 1925, as this was the period consistent with the channeling of the drainage. No "I" beams were identified under the railroad crossing, indicating a separate period of construction.

Subsequent to the construction of these crossings, railings were added to protect vehicles from falling into the drainage and pipelines are attached to the sides of the bridges. Signage (stop signs) were placed at the intersection, and New Jersey Street was improved to provide a connection for Citrus Avenue across the drainage.

There is nothing unique or impressive with respect to these two crossings and/or the channeling of the drainage. The materials as quite standard (reinforced concrete and steel "I" beams, and the design is simple and standard. They serve a basic purpose, but are not historically significant. Both crossings are in fair condition, but if either was renovated or replaced, no adverse environmental impact would result.

NAD 27 UTM coordinates = South End 479781 Easting/3767951 Northing
North End 479599 Easting/3768158 Northing

NAD 83 UTM Coordinated = South End 479700 Easting/3768147 Northing
North End 479518 Easting/3768354 Northing

State of California
DEPARTMENT OF PARKS AND RECREATION

CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 6 of 9 *Resource Name or # (assigned by recorder) County Flood Control Channel (Aerial)

Recorded by: Jeanette A. McKenna, McKenna et al., Whittier, CA *Date August 20, 2015 X Continuation Update

36-029388

* Required Information

State of California
DEPARTMENT OF PARKS AND RECREATION

CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 7 of 9 *Resource Name or # (assigned by recorder) County Flood Control Channel

Recorded by: Jeanette A. McKenna, McKenna et al., Whittier, CA *Date August 20, 2015 X Continuation Update

State of California
DEPARTMENT OF PARKS AND RECREATION

CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 8 of 9 *Resource Name or # (assigned by recorder) County Flood Control Channel (Aerial)
Recorded by: Jeanette A. McKenna, McKenna et al., Whittier, CA *Date August 20, 2015 X Continuation Update

State of California
DEPARTMENT OF PARKS AND RECREATION

CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 9 of 9 *Resource Name or # (assigned by recorder) County Flood Control Channel (Aerial)
Recorded by: Jeanette A. McKenna, McKenna et al., Whittier, CA *Date August 20, 2015 X Continuation Update

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code
Other Listings
Review Code | Reviewer | Date

***Resource Name or #:** (Assigned by recorder) C-0150-001-ISO

P1. Other Identifier:

***P2. Location:** ☒ Not for Publication □ Unrestricted

***a. County** San Bernardino

***b. USGS 7.5′ Quad** *Redlands, Calif.* **Date**1967, Photo Revised 1988 **T** 1S**; R** 3W**; ¼ of ¼ of Sec** Unsectioned**;** S.B.**B.M.**

c. Address: **City** **Zip**

d. Zone 11S 478774 **mE/** 3768832 **mN** NAD 83

e. Other Locational Data (e.g., parcel #, legal description, directions to resource, additional UTMs, etc., when appropriate): From the intersection of Interstate 10 and California Street in Redlands, CA, travel south on California Street for 0.24 miles to the intersection of California Street and Redlands Boulevard. Turn right and travel west on Redlands Boulevard for .5 miles Bryn Mawr Avenue, turn left and travel south on Bryn Mawr Avenue for .25 miles. From this point travel, 263 meters due east (90°) to the location of the C-0150-001-ISO to the UTM coordinates above.

***P3a. Description** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries): C-0150-001-ISO consists of a granite mano with bifacial use and pecked margins which measures 13.0 cm (l) x 10.5 cm (w) x 5.1 cm (t). It was discovered during construction monitoring and was likely damaged by heavy equipment due to the presence of a recent two scars. The mano was discovered within the vicinity of the San Bernardino Asistencia which was constructed in approximately 1830, California State Historic Landmark #42. In the 1840's the area was used by Jose del Carmen Lugo in his land grant and later by Mormons Bishop Tenny and Dr. Benjamin Barton after being sold in the 1850's and the 1860's respectively. In the 20th century the area that was utilized for citrus orchards. In general, isolates are not considered significant and as their data potential is exhausted by the initial recordation. C-0150-001-ISO is also not a historical resource under CEQA, nor is it eligible for listing on the NRHP.

***P3b. Resource Attributes** (List all attributes and codes): AP2: Lithic Scatter

***P4. Resources Present:** □ Building □ Structure □ Object □ Site □ District □ Element of District ☒ Other: Isolate

P5b. Description of Photo: (view, date, asccesion #) 7.1.14.to.7.15.14.NHearth.Photos.C-0150, Frames 14-17. Frame 16 below, view down, mano in plan view.

***P6. Date Constructed/Age and Source:** ☒ Prehistoric □ Historic □ Both

***P7. Owner and Address:**

***P8. Recorded by** (Name, affiliation, address): Vanessa Brierty and Nicholas F. Hearth, M.A., RPA, Duke CRM, 20371 Lake Forest Drive, Suite A2, Lake Forest, California 92688

***P9. Date Recorded:** 7/11/14 and 5/6/16

***P10. Type of Survey:** □ Intensive □ Reconnaissance ☒ Other
Describe: Discovered during construction monitoring.

***P11. Report Citation** (Provide full citation or enter "none"): Duke, Curt (2016) *Native American, Archaeological and Paleontological Monitoring Results, Bryn Mawr Avenue Extension Project, City of Loma Linda, California, DUKE CRM Project No. C-150*. Duke CRM, Lake Forest, CA.

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code | Reviewer | Date

***Resource Name or #:** (Assigned by recorder) C-0150-001-ISO

P5a Photograph or Drawing (Photograph required for buildings, structures, and objects.)

***Attachments:** □ None ☒ Location Map □ Site Map □ Continuation Sheet □ Building, Structure, and Object Record □ Archaeological Record □ District Record □ Linear Feature Record □ Milling Station Record □ Rock Art Record □ Artifact Record □ Photograph Record Other:

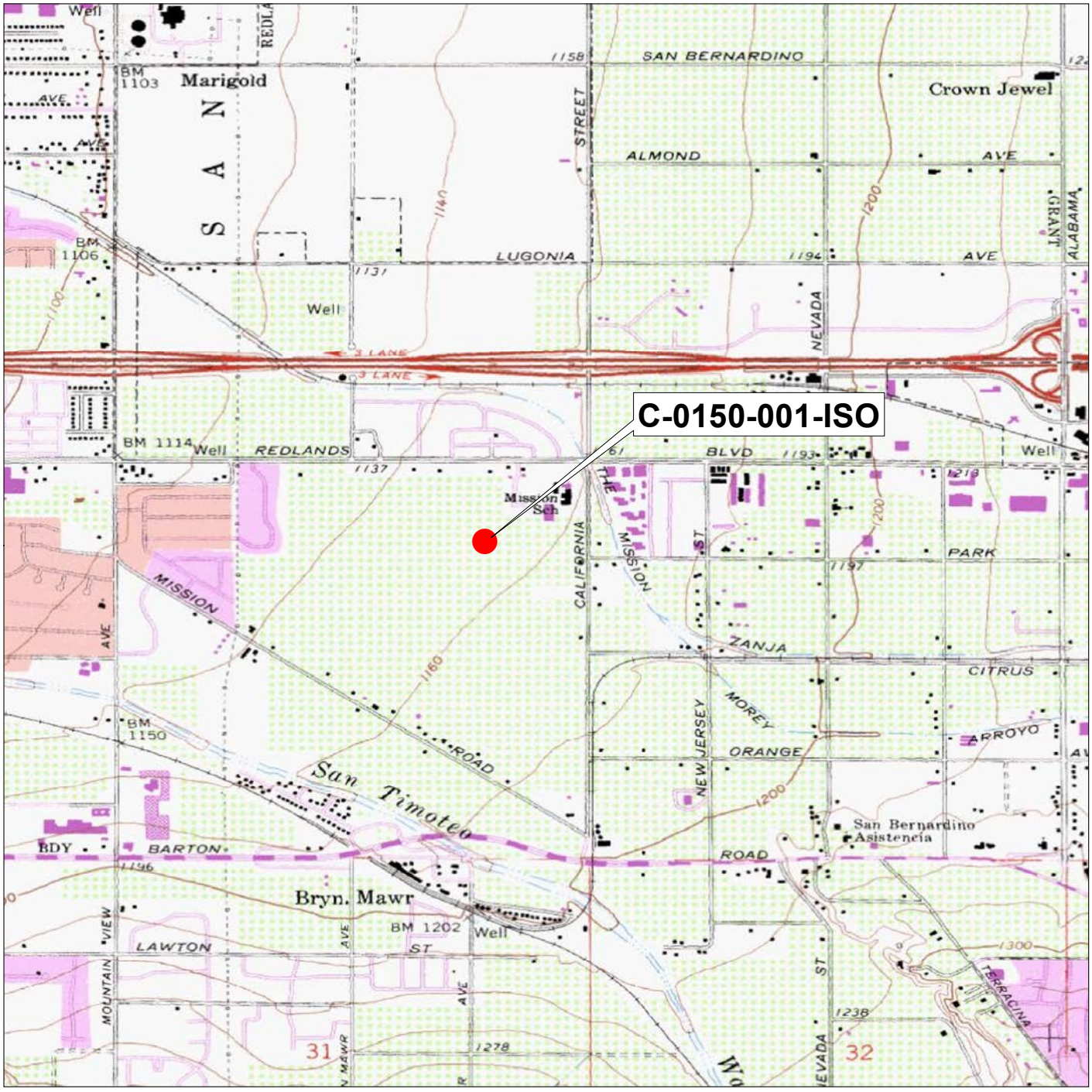
State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

LOCATION MAP

Primary #
HRI#
Trinomial

Page 3 of 3 ***Resource Name or #:** (Assigned by Recorder) C-0150-001-ISO ***Scale:** 1:24,000

*** Map Name:** Redlands, CA USGS 7.5' Quadrangle ***Date:** 1967 (P.R. 1988)



N

0 0.25 0.5 0.75 1 Miles

0 1,000 2,000 3,000 4,000 5,000 Feet

State of California--The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI # NA
Trinomial
NRHP Status Code
Other Listings
Review Code Reviewer Date

 Resource Name or # Redlands Blvd.

P1. Other Identifier: Redlands Blvd.

P2. Location: a. County San Bernardino, CA ☐ Not for Publication ☒ Unrestricted

b. USGS 7.5′ Quad Redlands, CA Date: 1967 (P.R. 1988)
USGS 7.5′ Quad San Bernardino South, CA Date: 1967 (P.R. 1980)
Section; Unsectioned T 1 S, R 3 W S.B.B.M. Unsectioned T 1 S, R 4 W S.B.B.M.

c. Address: City: Redlands Zip: 92373
City: Loma Linda Zip: 92354
City: San Bernardino Zip: 92408

d. Zone 11S; NAD83; **East end of recorded segment:** 479108 **mE** / 3769172 **mN**
West end of recorded segment: 473475 **mE** / 3769187 **mN**

e. Other Locational Data: An approximately 3.5-mile segment of Redlands Boulevard extending from California Street in Redlands, CA, to South Hunts Lane in San Bernardino, CA

P3a. Description: The recorded segment of Redlands Boulevard is a four-lane asphalt-paved road that measures 75 feet wide and 18,482 ft. (3.5 mi.) long. It spans portions of the cities of Redlands, Loma Linda, and San Bernardino, California. The recorded segment extends from California Street, in Redlands to South Hunts Lane in San Bernardino. Although it follows a historic road alignment established prior to 1901, the current road is of thoroughly modern design and standardized construction. This includes four lanes 12 feet wide, a curbed dividing median 14 feet wide except where narrowed by left turn lanes, and expanded paved shoulders to allow for bicycle traffic and right turn lanes. Several high-flow intersections are up to 82 feet wide to allow for additional turn lanes. The entire length of the segment is bounded by concrete curbs and most of each shoulder includes concrete sidewalks. The recorded segment is primarily commercial development with intermittent residential areas and vacant lots.

P3b. Resource Attributes: HP37. Highway/ trail, road

P4. Resources Present: ☐ Building ☒ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other:

P5a. Photograph or Drawing: See attached Continuation sheets for photographs

P5b. Description of Photo: All photographs were taken on August 18, 2017

P6. Date Constructed/Age of Sources: ☐ Prehistoric ☒ Historic ☐ Both

P7. Owner and Address: Unknown

P8. Recorded by: Applied EarthWorks, Inc., 3550 E. Florida Avenue, Suite A, Hemet, CA 92544

P9. Date Recorded: September 2017

P10. Type of Survey: ☐ Intensive ☒ Reconnaissance ☐ Other

Describe: Intensive-level survey for CEQA and Section 106 compliance purposes

P11. Report Citation Roberta Thomas and Justin Castells (2017): *Phase I Cultural Resource Assessment for the Beaumont Wastewater Treatment Plant Upgrade / Expansion and Brine Pipeline Project, Riverside and San Bernardino Counties, California.* Prepared by Applied EarthWorks for Albert A. Webb Associates.

Attachments: ☐ None ☒ Location Map ☒ Sketch Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record ☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record ☐ Artifact Record ☐ Photograph Record Other:

State of California--The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Primary #
HRI #

BUILDING, STRUCTURE, OBJECT RECORD

NRHP Status Code
Resource Name or # Redlands Blvd.

B1. Historic Name: US Highway 70/99
B2. Common Name: Redlands Blvd.
B3. Original Use: Transcontinental Highway
B4. Present Use: Automobile road

B5. Architectural Style: Automobile road

B6. Construction History: The recorded segment of Redlands Blvd. first appears on a USG map from 1901 (USGS 1901). By 1938 the road is depicted as US Highway 70/90 (USGS 1938). The 1967 USGS map depicts the road as Redlands Blvd (USGS 1967).

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: Original Location:

B8. Related Features:

B9a. Architect: unknown
b. Builder: unknown

B10. Significance:
Theme: Twentieth-century automobile roads
Area: San Bernardino, CA
Period of Significance: 1926-1956
Property Type: Automobile road
Applicable Criteria: A/1

In 1774, Captain Juan Bautista de Anza crossed the San Jacinto plains with a small party of soldiers and servants. Anza's expeditionary force crossed the Cahuilla Valley, skirted the Santa Rosa Mountains, made their way up through Coyote Canyon, descended into the San Jacinto Valley via Bautista Creek, and trekked northwest across the San Jacinto Valley into Moreno Valley. From there, the expedition passed through the Riverside area and crossed the Santa Ana River near present-day Jurupa, then continued on northwest to reach the mission at San Gabriel.

Riverside County lacked a mission proper, but remained connected to the California presidio and mission system through Franciscan outposts known as ranchos and asistencias. The Riverside area was considered to be a part of the San Diego District, a military designation associated with the San Diego presidio; most of the territory fell under the authority of the Mission San Luis Rey. Founded in 1798, Mission San Luis Rey was the 18th of California's 21 missions. During much of the Spanish Period, European settlement in Riverside County was slow and sporadic. By the end of the Spanish Period, few Europeans had settled permanently within the region. The cattle grazing lands associated with Mission San Luis Rey encompassed most of the San Jacinto Valley. The broad grasslands of these areas were used to graze the Mission's livestock.

Following the Secularization Act of 1833, which called for the immediate privatization of Franciscan lands, the Mexican government secularized all of the California missions. During the two-year period of 1834 to 1836, this radical process quickly and effectively reduced the missions to parish churches. Although the original secularization schemes called for redistribution of mission lands to those Native Americans who were responsible for the physical construction of the mission empire, the vast mission land, and livestock holdings were redistributed by the Mexican government into several hundred land grants privately owned by Mexican citizens (Langum 1987:15–18). These landowners subsequently released their neophyte Native American "workers" to fend for themselves. During the resultant Mexican Rancho Period (1834–1848), livestock and horticulture dominated the economics of Southern California. Ranchos were predominately devoted to the cattle industry and large tracts of land were used for grazing.

The city of Beaumont was never part of any Mexican Rancho; the nearest occurrence of these Rancho lands was at nearby San Timoteo Canyon and in the San Jacinto Valley; the San Gorgonio Pass area was never claimed under Mexican rule. The vast grazing lands of the Mission San Luis Rey, comprising over 133,000 ac covering the San Jacinto Valley and beyond, were divided among members of the Estudillo family into three Mexican Ranchos: Rancho San Jacinto Viejo was granted to José Antonio Estudillo in 1842; Rancho San Jacinto Sobrante to his daughter, María del Rosario Estudillo, in 1846; and Rancho San Jacinto Nuevo y Potrero to his son-in-law, Miguel Pedrorena, in 1846

(Robinson 1997:143–161). With the signing of the Treaty of Guadalupe Hidalgo in 1848, which ended the Mexican-American War, California entered into the American Period and, in 1850, became a recognized state in the United States. During the late 1840s, there began the decline of old California's cattle ranching industry, which for over half a century represented the currency and staple of the rancho system. By the 1850s to 1860s, cattle ranching in the general region had greatly declined, and ranchos changed ownership regularly. Through the years, settlement continued to develop across the inland valleys of what would eventually become western Riverside County. With the influx of new settlers and decline of the cattle industry, some of the larger ranchos were subsequently subdivided into smaller parcels. In 1852, San Diego organized into a county; in 1853, San Bernardino followed suit. Riverside County would be formed in 1893, carved out of portions of San Bernardino and San Diego counties.

Redlands was the shared dream of Frank E. Brown, a civil engineer and Yale graduate, and E. G. Judson, a New York stockbroker, who met in Southern California in late 1870's. Naming their Redlands colony for the color of the adobe soil, the two busily laid out a city, brought water from the mountains to the community, introduced the newly discovered Washington navel orange, and recruited settlers. Redlands was incorporated in 1888. Redlands' population grew from 1,904 in 1890 to 4,797 in 1900; by 1910, it had more than doubled to 10,499 residents. Everything changed in early January 1913, when a three-day long cold spell referred to simply as the Freeze devastated most of the area's citrus groves. Almost the season's orange crop was ruined. Recovery from the Freeze was slow between 1913 and 1918. The U.S. entry into World War I in 1917 brought some measure of economic relief to Redlands, as it caused an increase in prices of agricultural products and oranges in particular. The 1918 end of World War I meant the resurgence of development across Southern California, and with its citrus groves largely recovered from the Freeze, Redlands saw a resurgence as well. By 1927, Redlands' population exceeded 14,000 and hundreds of new homes had been built. The stock market crash of 1929 plunged the United States into the massive economic collapse known as the Great Depression, and Redlands went with it. The Redlands economic situation saw improvement as World War II loomed; in November 1941, it was announced that a new Army Air Corps supply depot would be established at the site of the county airport in San Bernardino County. This depot was projected to provide employment for 2,500 to 4,000 civilians as well as enlistees, to the benefit of all the cities of the region. All of Southern California saw a massive population and development boom during the post-World War II period, and Redlands was no exception. New residents, including veterans, poured into California in search of jobs in the new industries that evolved from wartime defense work, new houses made possible by Veterans Administration (VA) loans, and GI Bill- funded education. Redlands offered all these things and more thanks to the nearby military installation, the University of Redlands, and the ample, increasingly unprofitable orange groves awaiting development into neighborhoods of single-family homes. The city's population increased from 14,300 in 1940, to 18,400 in 1950, to 27,000 in 1960, to 36,000 in 1970, to 43,000 in 1980 (Architectural Resources Group 2017).

On April 26, 1853, San Bernardino County was created from parts of Los Angeles, San Diego, and Mariposa Counties. In 1854 the city of San Bernardino was incorporated as the county seat with a population of 1,200. Gold was discovered in Holcomb Valley in 1860 and men poured into the mountains through San Bernardino to try their luck at panning. The prospectors did not stay in the region long, and it was not until the coming of the railroad in in the late nineteenth century that San Bernardino began to grow. The Santa Fe, the Union Pacific and the Southern Pacific railroads all converged on the city, making it the hub of their Southern California operations and the population of San Bernardino began to grow. The presence of the railroads contributed to San Bernardino's continued growth into the twentieth century (City of San Bernardino 2017).

In 1886, a Riverside syndicate purchased 260 acres (including a "mound") from H.E. Hills for $31,500. The Mound City Land and Water Company plotted a city of 200 acres and constructed houses, stores and shops. A hotel, constructed on the remaining 60 acres, was completed in late 1887. The new development was named "Mound City." Mound City developers built cottages, shops, and the Mound City Hotel, but to community failed to attract much attention from settlers and tourists alike. The hotel was purchased by a group of Los Angeles businessmen and physicians reopened it as a health resort and convalescent home called Loma Linda, the Spanish words meaning "pretty hill." The Loma Linda Hotel closed again in 1904. However, in 1905, the Seventh-day Adventist Church, through the efforts of prominent author, Ellen G. White purchased the former resort property and established a sanitarium and a nursing school. A school of medicine was opened in 1909. White envisioned a school where

medical missionaries including physicians, could be trained. Her plan was that the Loma Linda facility would be the principal training school on the West Coast. Nursing instruction commenced in 1906 and the first class of nurses graduated in 1907. The Loma Linda Medical College opened on September 23, 1910, and the first class of physicians graduated in 1914. The school evolved into the Loma Linda University and Loma Linda University Medical Center. Loma Linda became an incorporated city in 1970, and today is a thriving community with a population of around 22,000.

With the development of the first affordable, mass-produced automobile by the Ford Motor Company in 1908, the United States quickly entered the era of the automobile. As the popularity of automobiles grew, so did the demand for drivable roads. In 1909, the California legislature provided $18 million for construction and acquisition of a State Highway System. This was the basis of the Legislative Route Number (LRN) system and the first large expansion of California state roads. Gaps in funding required several state bonds issued during the 1910s, and a new gasoline tax enacted to pay for the required construction. A provision of the 1909 State Highways Act created the State of California Highway Commission, who adopted the standards for road building from nation-wide studies of successes and failures. The Federal-Aid Road Act, approved July 11, 1916, provided federal funding for road improvement and extended the country's road system. While the Federal-Aid Road Act of 1916 resulted in much-needed funds to improve the nation's roads, the continued rise of automobile use and the demand for more convenient and safer routes led Congress to adopt the Federal Highway Act of 1921. The intent of the Federal-Aid Highway Act of 1921, successor to the earlier highway appropriations legislation of 1916, was to create a coherent highway network by requiring that Federal aid is concentrated on projects that would expedite completion of an adequate and connected system of interstate highways. A minimum of 60% of Federal funds was to be spent on what was designated the primary or interstate network. Among the earliest of these highways to reach southern California was the Atlantic & Pacific Highway/U.S. 60 which extends from New York to Los Angeles and U.S. 99 extending from Mexico to Canada. U.S. 99 was designated within the U.S. Highway System in November 1926, following this southerly route between San Bernardino, Indio, and El Centro. U.S. 99 was one of the first transcontinental highways to reach Southern California, and a principal highway running north-to-south across the Western states of California, Oregon, and Washington, spanning from Mexico to Canada. Around 1956, U.S. 70/99 was realigned as a four-lane expressway, which was later designated as Interstate 10 (Castells 2017). The former highway alignment was relegated to a local road and named Redlands Blvd.

NRHP/CRHR Evaluation

NRHP Criterion A / CRHR Criterion 1: The recorded segment of Redlands Blvd. does appear to meet NRHP Criterion A or CRHR Criterion 1 for association with events that have made a significant contribution to the broad patterns of California's history and cultural heritage as a segment of one of the earliest transcontinental highway in the United States. US 70/99 served as an important commercial and tourist route from the 1920s to the mid-1950s. Therefore, the recorded segment of Redlands Blvd. does appear eligible for the NRHP under Criterion A or CRHR under Criterion 1. While Redlands Blvd. Does appear to be eligible under Criterion A/ Criterion 1, loss of historic integrity has compromised the ability of this resource to convey its significance.

NRHP Criterion C / CRHR Criterion 3: The recorded segment of Redlands Blvd. does not appear to meet NRHP Criterion C or CRHR Criterion 3 for embodying the distinctive characteristics of a type, period, and method of construction, or as the work of an important creative individual, or as having high artistic value. It has been continuously modified over time due to use and maintenance and is essentially similar to most modern roads. It does not appear to be a major departure from road construction or an impressive or unique feat of engineering. Therefore, the recorded segment of Redlands Blvd. does not appear eligible for the NRHP under Criterion C or CRHR under Criterion 3.

NRHP Criterion D / CRHR Criterion 4: The recorded segment of Redlands Blvd. does not appear to meet NRHP Criterion D or CRHR Criterion 4 since it is unlikely to yield information important to prehistory or history. Therefore, the recorded segment of Redlands Blvd. does not appear eligible for the NRHP under Criterion D or CRHR under Criterion 4.

State of California--The Resources Agency DEPARTMENT OF PARKS AND RECREATION CONTINUATION SHEET	Primary # HRI # Trinomial
Page 5 of 8	Resource Name or #Redlands Blvd.

Recorded by: Applied Earthworks Date September 2017 ☒ Continuation ☐ Update

Integrity Evaluation

Integrity is the ability of a property to convey its historic significance. To be listed in the NRHP or the CRHR, a property must not only be shown to be significant under the NRHP or the CRHR criteria, but it also must have integrity. The seven aspects of integrity are location, design, setting, materials, workmanship, feeling, and association. The recorded segment of Redlands Blvd. retains the integrity of location, since the location has not changed. The recorded segment of Redlands Blvd. no longer retains the integrity of feeling, association, design, materials, workmanship, or setting due to alterations made to the road including repaving over time and the changes due to new construction in the surrounding area. It no longer conveys significance as a transcontinental highway and is essentially similar to other local roads throughout the United States.

B11. Additional Resource Attributes: None

B12. References:

Architectural Resources Group
2017 Draft City of Redlands Citywide Historic Context Statement. Architectural Resources Group; Pasadena, CA.

Castells, Justin
2017 *Historic American Engineering Record Varner Road/Former U.S. Highway 60/70/9.* Applied Earthworks: Hemet, CA.

City of Loma Linda
2017 "Our History." http://www.lomalinda-ca.gov/our_city/our_history. Accessed 9.8.17

City of San Bernardino
2017 History of San Bernardino. https://www.ci.san-bernardino.ca.us/about/history/history_of_san_bernardino_(short_version).asp. Accessed 9.8.17

Gunther, Jane Davies
1984 Riverside County, California, Place Names: Their Origins and Their Stories. Rubidoux Printing Co., Riverside, California.

Langum, David J.
1987 Law and Community on the Mexican California Frontier: Anglo-American Expatriates and the Clash of Legal Traditions, 1821–1846. University of Oklahoma Press, Norman, Oklahoma.

Robinson, William W.
1957 The Story of Riverside County. Title Insurance and Trust Company, Los Angeles, California.

USGS
1901 Southern California USGS 1:250000 Scale Quadrangle Map
1938 Colton, CA USGS 1:250000 Scale Quadrangle Map
1967 San Bernardino, CA USGS 1:250000 Scale Quadrangle Map

B13. Remarks:

B14. Evaluator: Applied Earthworks Date of Evaluation: September 2017

State of California--The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI #
Trinomial

Page 6 of 8

Resource Name or #Redlands Blvd.

Recorded by: Applied Earthworks Date September 2017

☒ Continuation ☐ Update

Figure 1. Representative View of Redlands Blvd. (view to the east).

36-032482

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
SKETCH MAP

Primary #
HRI#
Trinomial

Page 7 **of** 8

***Resource Name or #:** (Assigned by recorder) Redlands Blvd.

***Drawn by:** J. Castells, K. Moslak

***Scale:** 1 inch equals 1,500 feet

***Date of map:** September 2017

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
LOCATION MAP

Primary #
HRI#
Trinomial

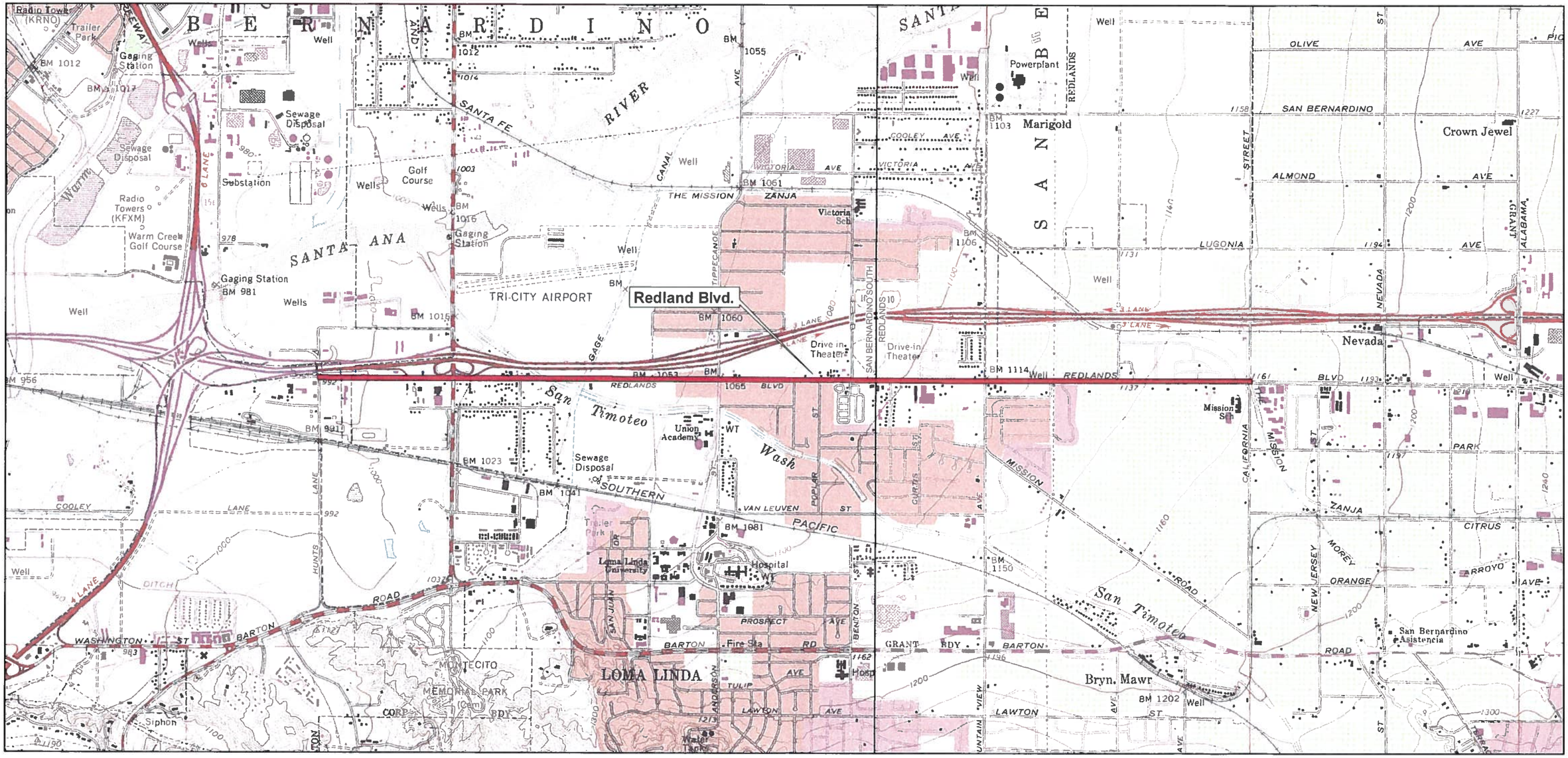
Page 8 of 8

Resource Name or #: Redlands Blvd.

Scale: 1:24,000

Map Name: San Bernardino South (1967, photorevised 1980) and Redlands (1967, photorevised 1980), CA, USGS 7.5' quadrangles

Date: 2017



SCALE 1:24,000

1 0.5 0 1 Miles

1,000 0 1,000 2,000 3,000 4,000 5,000 6,000 7,000 Feet

1 0.5 0 1 Kilometers

TRUE NORTH

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial CA-SBR-32950H
NRHP Status Code

Other Listings
Review Code | Reviewer | Date

 *Resource Name or #: MC-001

P1. Other Identifier: None

***P2. Location:** ☒ Not for Publication ☐ Unrestricted **and** (P2b and P2c or P2d. Attach a Location Map as necessary.)

***a. County:** San Bernardino

***b. USGS 7.5' Quad:** Redlands 1996 **Date:** 07/11/2018 **T**1S; **R**3W; Unsectioned portion of the Rancho San Bernardino Land Grant; San Bernardino**B.M.**

c. Address: N/A City: Loma Linda Zip: 92373

d. UTM: NAD 83 Zone: 11S ; 479130 mE/ 3769111 mN

e. Other Locational Data: Elevation: 1,158 feet above mean sea level (AMSL) Project located at intersection of Redlands Boulevard and California Street in the City of Loma Linda, CA

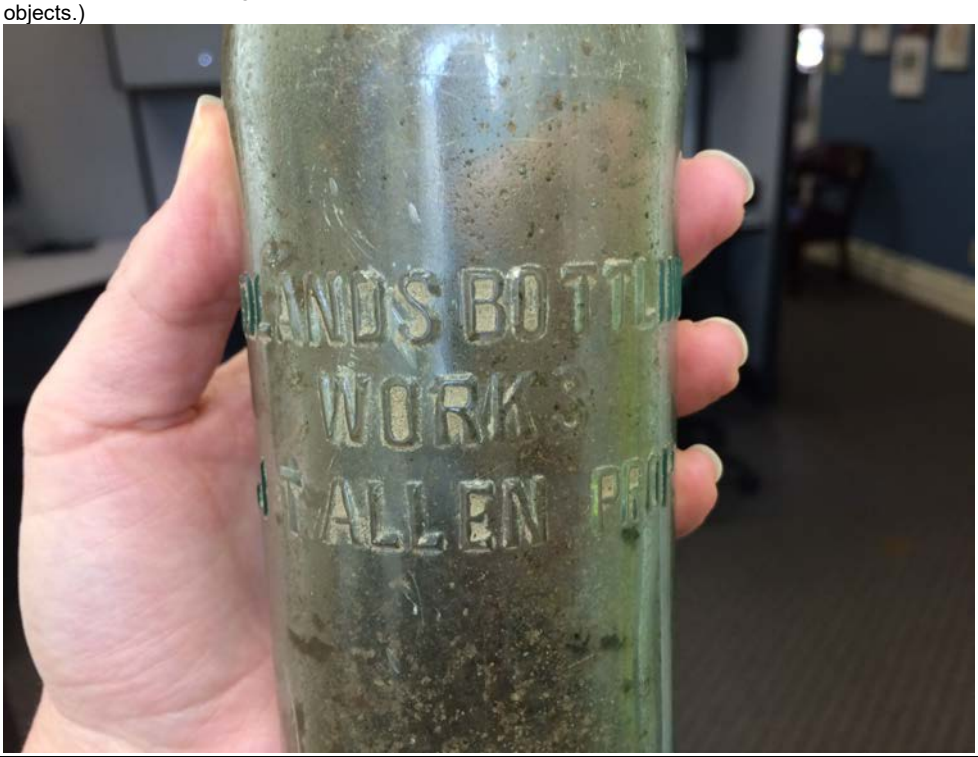
***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The resource is comprised of seven historic-age bottles identified during construction activities associated with the removal of a retaining wall in the Mission Channel. The artifacts include two historic-age bottles from Redlands Bottling Works that appear to date to between 1900 and 1910 based on the materials, mold types, finish types, and markings. Several additional historic-age bottles were in the vicinity and appear to have consisted of common household items. All artifacts were found in disturbed fill behind the retaining wall and do not appear to be *in situ*. The fill appears to be a secondary deposition, and the fill contained a mix of both historic-age materials and modern materials from a range of time periods in no discernible stratigraphic sequence. This would suggest the site as not eligible for the CRHR.

***P3b. Resource Attributes:** (List attributes and codes) AH4 Privy pits/trash scatters/dump

***P4. Resources Present:** ☐Building ☐Structure ☐Object ☒Site ☐District ☐Element of District ☐Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)



P5b. Description of Photo: (View, date, accession #)

***P6. Date Constructed/Age and Sources:** ☒ Historic ☐Prehistoric ☐Both

***P7. Owner and Address:**
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

***P8. Recorded by:** (Name, affiliation, and address)
R. Cunningham, S. Brierty, V. Brierty
ECORP Consulting, Inc.
215 North 5th Street
Redlands, CA 95677

***P9. Date Recorded:** 07/11/2018

***P10. Survey Type:** (Describe)
Construction monitoring

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.")

Blumel, Wendy
2018 Cultural Monitoring for the Redlands Boulevard and Califoria Street Intersection Improvement Project, City of Loma Linda, San Bernardino County, California. Prepared for the City of Loma Linda.

***Attachments:** ☐NONE ☒Location Map ☐Sketch Map ☐Continuation Sheet ☐Building, Structure, and Object Record ☐Archaeological Record ☐District Record ☐Linear Feature Record ☐Milling Station Record ☐Rock Art Record ☐Artifact Record ☐Photograph Record ☐ Other (List):

DPR 523A (1/95) ***Required information**

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Primary #
Trinomial

ARCHAEOLOGICAL SITE RECORD

 ***Resource Name or #:** MC-001

***A1. Dimensions: a. Length:** 152 feet/46 meters (north-south) × **b. Width:** 17 feet/5 meters (east-west)
Method of Measurement: ☐ Paced ☐ Taped ☐ Visual estimate ☒ Other: GPS
Method of Determination (Check any that apply.): ☒ Artifacts ☐ Features ☐ Soil ☐ Vegetation ☐ Topography
☐ Cut bank ☐ Animal burrow ☐ Excavation ☐ Property boundary ☐ Other (Explain):

Reliability of Determination: ☒ High ☐ Medium ☐ Low Explain:

Limitations (Check any that apply): ☐ Restricted access ☐ Paved/built over ☐ Site limits incompletely defined
☒ Disturbances ☐ Vegetation ☒ Other (Explain): Artifacts were found within imported fill soil.

A2. Depth: 2 feet to 10 feet below ground surface ☐ None ☐ Unknown Method of Determination: visual estimate

***A3. Human Remains:** ☐ Present ☒ Absent ☐ Possible ☐ Unknown (Explain):
***A4. Features**: None.

***A5. Cultural Constituents**: The site consists of seven subsurface historic-period bottles. All artifacts represent historic-period refuse located within modern fill soil behind a retaining wall. Diagnostic bottles consist of two amber glass Purex bottles, one colorless glass bottle with a Glass Containers Co. maker's mark, and two bottles embossed with REDLANDS BOTTLING/WORKS/J.T. ALLEN PROP. on the side and an A maker's mark on the bottle base.

***A6. Were Specimens Collected?** ☐ No ☒ Yes Two Redlands Bottleworks bottles were collected.
***A7. Site Condition:** ☐ Good ☐ Fair ☒ Poor (Describe disturbances.): The site was found in imported fill soil.
***A8. Nearest Water:** The site is located near the west bank of the Mission Channel.
***A9. Elevation:** 1,158 AMSL
A10. Environmental Setting**:** The site is located in a urban area.
A11. Historical Information: None

***A12. Age:** ☐ Prehistoric ☐ Protohistoric ☐ 1542-1769 ☐ 1769-1848 ☐ 1848-1880 ☒ 1880-1914 ☐ 1914-1945
☒ Post 1945 ☐ Undetermined **Describe position in regional prehistoric chronology or factual historic dates if known:** *The American Bottler* from 1911 mentions that J.T. Allen, the former owner of Diamond Soda Works in Tuscon, had opened a new bottling plant in Redlands, CA (The American Bottler 1911).
A13. Interpretations: This site represents secondary deposition of artifacts in modern fill.
A14. Remarks: MC-001 consists of seven subsurface historic-period bottles. All artifacts represent historic-period refuse located within modern fill soil behind a retaining wall. Two of the bottles bore the wording REDLANDS BOTTLING/WORKS/J.T. ALLEN PROP. on the side and an A maker's mark on the bottom. These bottles are associated with early 20th century manufacturing in Redlands and Loma Linda, and the bottles appear to date to between 1900 and 1910 due to the materials, mold types, finish types, and markings. These bottles hold historic value in relation to the early years of Redlands and Loma Linda. However, due to the disturbed context in which they were found, the site lacks integrity of location and, therefore, cannot convey the significance of that association. As such, site MC-001 is recommended as not eligible for the CRHR under Criteria 1. still suggests the location as ineligible for CRHR and NRHP inclusion.

As an informal refuse deposit located within displaced fill soil from an unknown location, it is not possible to determine who deposited the refuse. As no clear association can be established between this site and persons significant to local or regional history, the site is recommended as not eligible for inclusion in the CRHR under Criterion 2.

CRHR Criterion 3 does not apply because this site does not contain standing structures or other built features with distinctive characteristics or that represent the work of a master. The site is, therefore, not eligible for inclusion under Criterion 3 of the CRHR.

The site is a sparse, subsurface refuse deposit located within imported fill soil. Although the full scope of the site was not identified during construction activities, the artifact assemblage identified within the construction trench contains domestic refuse items commonly found throughout the region. Refuse deposits have the potential to provide important information if questions about socio-economic status and composition of a specific household can be addressed. As the origin of the fill soil cannot be determined, this deposit cannot be associated with any specific individuals or households. Therefore, the site is unlikely to yield any significant data that would contribute to our understanding of local or regional history beyond what is already known. As such, the site is not eligible for inclusion in the CRHR under Criterion 4. Therefore, site MC-001 is evaluated and recommended as not eligible for inclusion in the CRHR under any criteria.

A15. References (Documents, informants, maps, and other references):
The American Bottler
1911 With the Bottler in the Golden West. in The American Bottler 31: 49. The American Bottlers Publishing Co. New York.

A16. Photographs (List subjects, direction of view, and accession numbers or attach a Photograph Record.):

Original Media/Negatives Kept at: ECORP Consulting, Inc., 215 N. 5th Street, Redlands, CA 92373

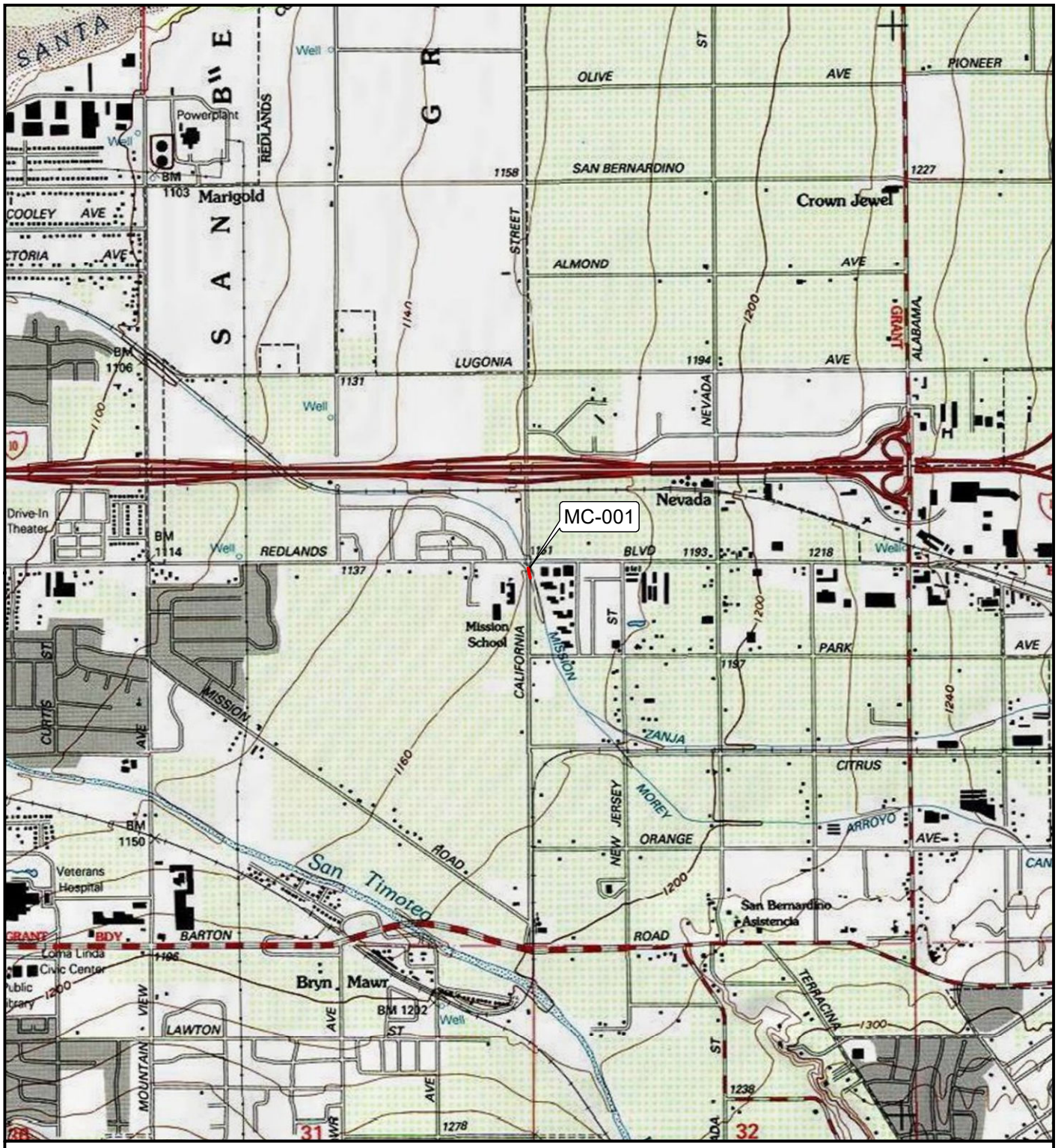
***A17. Form Prepared by:** Robert Cunningham **Date:** 9/19/2018
Affiliation and Address: ECORP Consulting, Inc., 215 N. 5th Street, Redlands, CA 9237

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
LOCATION MAP

Primary #
HRI #
Trinomial

Page 3 **of** 3 ***Resource Name or #:** MC-001

***Map Name:** Redlands, CA ***Scale:** 1:24,000 ***Date of Map:** 1988 (P.R. 1996)



Location: N:\2018\2018-092 California Street and Redlands Boulevard\MAPS\Cultural_Resources\DPR_Location_Maps\CSRB_MC001_DPRLocation_20180925.mxd (l-amyers 9/25/2018

***Required Information**

DPR 523J (1/95)

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

State of California — The Resources Agency **Primary #**
DEPARTMENT OF PARKS AND RECREATION **HRI #**
PRIMARY RECORD **Trinomial**
NRHP Status Code

Other Listings
Review Code **Reviewer** **Date**

P1. Other Identifier: Iso-1
***P2. Location:** ☑ **Not for Publication** ☐ **Unrestricted** ***a. County:** San Bernardino County
and (P2b and P2c or P2d. Attach a Location Map as necessary.)
***b. USGS 7.5' Quad:** Redlands **Date:** Digital n.d. **T** 1S; **R** 3W; unsectioned Rancho San Bernardino Land Grant; S.B.B.M.
c. Address: Citrus Trails Development City: Loma Linda Zip: 92354
d. UTM: Zone: 11; 478837.33 mE/ 3768956.60 mN (G.P.S.)
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: 1,180 feet AMSL

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

Brian F. Smith and Associates, Inc. (BFSA) conducted archaeological and historical monitoring for the Citrus Trails Project (Tract 18990) between April 30, 2018 through April 1, 2019. Most of the property was agricultural and utilized throughout the twentieth century for citrus, mainly orange groves. During the archaeological monitoring, an isolated irrigation feature was identified along the northern boundary of the project area. The feature was identified approximately one foot below the surface and represents the subsurface element of a concrete standpipe. The standpipe would have been utilized throughout the twentieth century for irrigation of the orange groves. Consisting of a circular concrete-lined brick tube, the irrigation feature would have been connected to other standpipes throughout the orchards by a series of concrete lined canals. No associated artifacts were identified with the feature. The remnant feature is not considered significant under California Environmental Quality Act criteria, as it is isolated and a common type of irrigation feature found throughout the region. However, as the feature provides further documentation to the agricultural history of the property, it has been recorded within this form.

***P3b. Resource Attributes:** (List attributes and codes) AH6
***P4. Resources Present:** ☐Building ☐Structure ☑Object ☐Site ☐District ☐Element of District ☐Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)

P5b. Description of Photo: (View, date, accession #)
Iso-1 facing north

***P6. Date Constructed/Age and Sources:** ☑Historic ☐Prehistoric ☐Both

***P7. Owner and Address:**
Lennar Homes – Inland Empire
980 Montecito Drive, Suite 300
Corona, California 92879

***P8. Recorded by:** (Name, affiliation, and address)
Andrew Garrison
Brian F. Smith and Associates, Inc
14010 Poway Road, Suite A;
Poway, California 92064

***P9. Date Recorded:** 5/6/2019

***P10. Survey Type:** (Describe)
Archaeological monitoring

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.") Results of Archaeological Monitoring for the Citrus Trails Project (Tract 18990), City of Loma Linda, San Bernardino County, California

***Attachments:** ☐NONE ☑Location Map ☑Sketch Map ☐Continuation Sheet ☐Building, Structure, and Object Record ☐Archaeological Record ☐District Record ☐Linear Feature Record ☐Milling Station Record ☐Rock Art Record ☐Artifact Record ☐Photograph Record ☐ Other (List):

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
LOCATION MAP

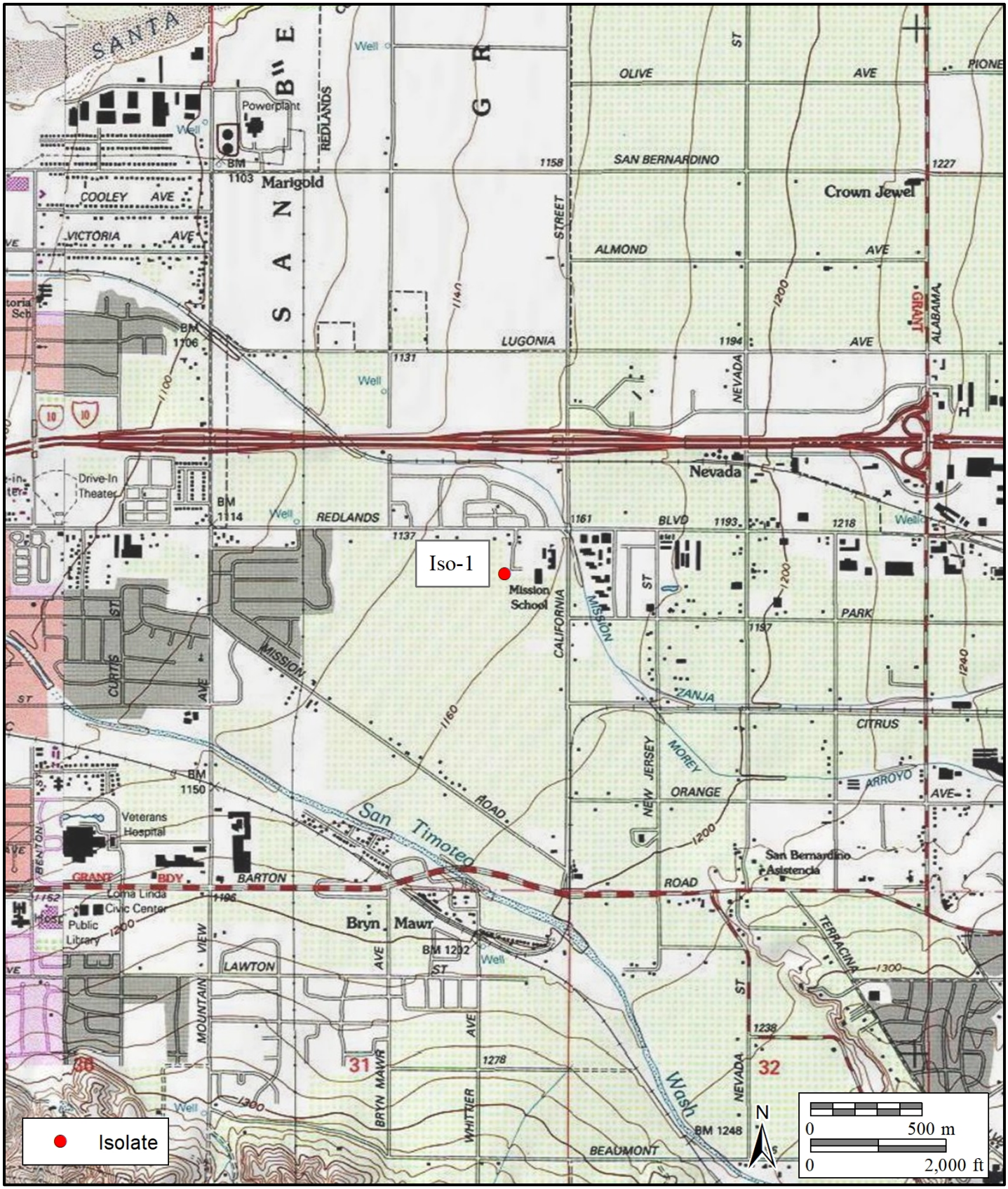
Primary #
HRI#
Trinomial

***Resource Name or #:** Iso-1

***Map Name:** USGS *Redlands, California* quadrangle

***Scale:** 1:24,000

***Date of Map:** N.d., digital



State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
SKETCH MAP

Primary #
HRI#
Trinomial

Page 3 **of** 3
***Drawn by:** Carrie Kubacki

***Resource Name or #** (Assigned by recorder) Iso-1
***Date of map:** May 6, 2019

NOTE: Include bar scale and north arrow.

SUBSURFACE SOILS INVESTIGATION
CALIFORNIA STREET AND REDLANDS BOULEVARD WIDENING PROJECT
REDLANDS, CALIFORNIA

PROJECT NO. 63878.1
FEBRUARY 27, 2023

Prepared for:

CASC Engineering & Consulting
21470 Cooley Drive
Colton, California 92324

Attention: Mr. Patrick Flanagan

February 27, 2023

CASC Engineering & Consulting
21470 Cooley Drive
Colton, California 92324

Project No. 63878.1

Attention: Mr. Patrick Flanagan

Subject: Subsurface Soils Investigation, California Street and Redlands Boulevard Intersection Widening Project, Redlands, California.

LOR Geotechnical Group, Inc., is pleased to present this report of our geotechnical investigation for the subject project. In summary, it is our opinion that the proposed street improvements are feasible from a geotechnical perspective, provided the recommendations presented in the attached report are incorporated into design and construction. However, the contents of this summary should not be solely relied upon.

This report was based upon a scope of services generally outlined in our Proposal dated August 15, 2022 and other written and verbal communications with you.

The native materials should provide adequate support for the proposed culvert boxes within the project alignment. Geotechnical parameters for design and construction of the various project elements are provided within the attached report.

LOR Geotechnical Group, Inc.

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INTRODUCTION

During February of 2023, a Subsurface Soils Investigation was performed by LOR Geotechnical Group, Inc., for the California Street and Redlands Boulevard Intersection Widening Project, Redlands, California. The purpose of this investigation was to evaluate the subsurface conditions encountered in our exploratory borings and to provide geotechnical design recommendations for the proposed box culverts/transition structures and pavement sections to be utilized. The scope of our services included: 1) A subsurface field investigation; 2) Laboratory testing of selected soil samples obtained during the field investigation; 3) Development of geotechnical recommendations for excavation and construction of the proposed improvements, and, 4) Preparation of this report.

The findings of our investigation, as well as our conclusions and recommendations, are presented in the following sections of this report.

PROJECT CONSIDERATIONS

The project will consist of improvements to the existing Mission Channel located at the northwest corner of California Street and Redlands Boulevard. This will include new box culverts, transition structures, and new pavement sections. Invert depths of approximately 32 feet below the adjacent roadways were provided for the proposed culverts.

The approximate location of the project area within its regional setting is presented on Enclosure A-1, within Appendix A. The approximate location of our exploratory borings, is shown on the enclosed Boring Location Map, Enclosure A-2, within Appendix A.

FIELD INVESTIGATION

Our field exploration program was conducted on February 3, 2023 and consisted of drilling a total of 3 exploratory borings with a truck-mounted CME-75 drill rig equipped with 8-inch diameter hollow stem augers. The borings were drilled to depths of approximately 41.5 to 51.5 feet below the existing ground surface. The approximate locations of the borings are presented on the enclosed Site Plan, Enclosure A-2, within Appendix A.

A log of the subsurface conditions encountered in the exploratory borings was created by a geologist from this firm. Relatively undisturbed and bulk samples were obtained within the borings at a maximum depth interval of 5 feet. Observations for the borings are presented on Enclosures B-1 through B-3, along with a detailed description of the field exploration program, within Appendix B.

The relatively undisturbed soil samples and subgrade soil samples were placed in sealed containers and returned to our geotechnical laboratory for further testing and evaluation.

LABORATORY TESTING PROGRAM

Selected soil samples obtained during the field investigation were subjected to laboratory testing to evaluate their physical and engineering properties. Laboratory testing included in-place moisture content and dry density, laboratory compaction characteristics, direct shear, sieve analysis, sand equivalent, and R-value. Physical testing was conducted in our geotechnical laboratory and chemical testing was conducted by our subconsultant, Project X Corrosion Engineering. A detailed description of our geotechnical laboratory testing program, test results and the Project X Report are presented within Appendix C.

GEOLOGIC CONDITIONS

Regional Geologic Setting

The project area is situated near the southern end of an alluviated valley which lies between the San Bernardino Mountains to the northeast and the hills of the Redlands area to the south. This valley makes up the far northeastern portion of the Peninsular Ranges Geomorphic Province of southern California. The Peninsular Ranges Geomorphic Province incorporates the vast region extending from the San Gabriel and San Bernardino Mountains south into the Baja California Peninsula. This region is characterized by a series of northwest trending small mountain ranges. The San Bernardino Valley is underlain by units of younger alluvium, consisting of unconsolidated alluvium. The dominate drainage system in of the region is the Santa Ana River which lies approximately 1.75 miles north of the site. Erosion of the surrounding highlands and the subsequent deposition in the lower regions by the Santa Ana River and its watershed tributaries, such as the San Timoteo Wash, has resulted in the deposition of these relatively unconsolidated alluvial units over the valley floor. The subject site is located within the depositional plain of the San Timoteo Wash, which exits from the hills of the Badlands area approximately 1 mile to the south-southwest. While the flow of this wash is now relatively controlled and directed southwest of the site, in the past periodic flood events have deposited thick layers of sand and silt across the site. The depth of these units at the site was not determined during this study, but is considered to be on the order of several hundred feet or more to the older sedimentary bedrock and crystalline bedrock which underlies the valley floor.

The nearest known, active earthquake fault is the San Jacinto fault which is located approximately 3.4 kilometers (2.0 miles) to the southwest. While the Banning fault is shown as crossing approximately 0.75 kilometers (0.5 miles) southwest of the site, this fault is generally considered to be inactive (Matti et al, 2003). The Redlands fault of the Crafton Hills Fault complex is located approximately 4.8 kilometers (3.0 miles) to the south. However, the activity rating of this fault is not known. Other known, active earthquake faults in the region include the San Andreas fault located approximately 8.7 kilometers (5.4 miles) to the northeast and the Cucamonga fault located approximately 24.2 kilometers (15.0 miles) to the northwest.

The geologic conditions of the site and immediate surrounding region as mapped by the U.S.G.S. are shown on Enclosure A-3, within Appendix A. A partial legend is shown on Enclosure A-4, within Appendix A.

Site Geologic Conditions

As observed during this investigation, the subject site is underlain by fill/topsoil overlying native alluvial materials. These units are described in further detail in the following sections:

Surficial Deposits

Fill: The surface of the site contained a layer of fill materials. These materials were noted to generally consist of silty sand with gravel to well graded sand with gravel which was brown to gray, damp, and in a loose to medium dense state. These units were noted to be approximately 2 to 15 feet in thickness.

Alluvium: Underlying the surficial materials, natural units of alluvium were encountered. These units typically consisted of poorly graded sand, well graded sand, and silty sand with minor units of sandy silt/silty sand and lean clay with sand. Typically, the finer grained soils were tan to brown in color, and moist, while the coarser grained materials tended to be brown to white in color and damp. Based on the results of in-situ density tests and equivalent SPT blow counts, it was noted that the upper 2 to 7 feet of the alluvial units were typically in a loose/medium state becoming more stiff/dense with depth.

A detailed description of the subsurface soil conditions as encountered within our exploratory borings is presented on the Boring Logs within Appendix B.

A more detailed description of the subsurface conditions, as encountered within our exploratory borings is presented on the attached Boring Logs within Appendix B. A detailed description of the laboratory testing program and the test results are presented in Appendix C.

Groundwater Hydrology

Groundwater was not encountered in any of our excavations at the site. In order to estimate the approximate depth to groundwater in this area, a search was conducted for local municipal water wells on the Cooperative Well Measuring Program, Fall 2022 and State of California Department of Water Resources online water data library. The closest well found was listed as the 01S03W20P001S located to the northwest, approximately 0.75 kilometers (0.5 miles). In this well, groundwater measurements were available from 1985 to 1988. Groundwater fluctuated slightly at depths of approximately 110 to 139 feet during that time period. Elevation for the well was listed as 1,198 feet above mean sea level.

The elevation of the subject site is approximately 1,150 feet above mean sea level. Based on the information above, groundwater at the site appears to be at depths on the order of 60 feet.

Mass Movement

The majority of the site lies on a relatively flat surface. The occurrence of mass movement failures such as landslides, rockfalls or debris flows within such areas is generally not considered common and no evidence of mass movement was observed on the site.

Faulting

No active or potentially active faults are known to exist at the subject site. In addition, the subject site does not lie within a current State of California Earthquake Fault Zone (Hart and Bryant, 1997). No evidence of faulting projecting into or crossing the site was noted during our aerial photograph review or our review of published geologic maps. The site does not lie within a County of San Bernardino fault zone.

The closest known mapped fault is also associated with the San Jacinto fault, and lies approximately 3.4 kilometers (2.0 miles) to the southwest. Other active earthquake faults in the region include the San Andreas fault located approximately 8.7 kilometers (5.4 miles)

to the northeast and the Cucamonga fault located approximately 24.2 kilometers (15.0 miles) to the north-northwest

The San Jacinto fault zone is a sub-parallel branch of the San Andreas fault zone, extending from the northwestern San Bernardino area, southward into the El Centro region. This fault has been active in recent times with several large magnitude events. It is believed that the San Jacinto fault is capable of producing an earthquake magnitude on the order of 6.5 or larger.

The Cucamonga fault is considered to be part of the Sierra Madre fault system which marks the southern boundary of the San Gabriel Mountains. This is a north dipping thrust fault which is believed to be responsible for the uplift of the San Gabriel Mountains. It is believed that the Cucamonga fault is capable of producing an earthquake magnitude on the order of 7.0.

The San Andreas fault is considered to be the major tectonic feature of California, separating the Pacific Plate and the North American Plate. While estimates vary, the San Andreas fault is generally thought to have an average slip rate on the order of 24mm/yr and capable of generating large magnitude events on the order of 7.5.

Current standards of practice often include a discussion of all potential earthquake sources within a 100 kilometer (62 mile) radius. However, while there are other large earthquake faults within a 100 kilometer (62 mile) radius of the site, none of these are considered as relevant to the site as the faults described above, due to their greater distance and smaller anticipated magnitudes.

Historical Seismicity

In order to obtain a general perspective of the historical seismicity of the site and surrounding region a search was conducted for seismic events at and around the area within various radii. This search was conducted utilizing the historical seismic search website of the U.S.G.S. (2023). This website conducts a search of a user selected cataloged seismic events database, within a specified radius and selected magnitudes, and then plots the events onto a map. At the time of our search, the database contained data from January 1, 1932 through February 24, 2023.

In our first search, the general seismicity of the region was analyzed by selecting an epicenter map listing all events of magnitude 4.0 and greater, recorded since 1932, within a 100 kilometer (62 mile) radius of the site, in accordance with guidelines of the California

Division of Mines and Geology. This map illustrates the regional seismic history of moderate to large events. As depicted on Enclosure A-4, within Appendix A, the site lies within a relatively active region mainly associated with the San Jacinto fault and the faults of the desert region.

In the second search, the micro seismicity of the area lying within a 10 kilometer (6.2 miles) radius of the site was examined by selecting an epicenter map listing events on the order of 2.0 and greater since 1978. The results of this search is a map that presents the seismic history around the area of the site with much greater detail, not permitted on the larger map. The reason for limiting the time period for the events on the detail map is to enhance the accuracy of the map. Events recorded prior to the mid to late1970's are generally considered to be less accurate due to advancements in technology. As depicted on this map, Enclosure A-5, numerous small events have taken place in the general location of the San Jacinto fault.

In summary, the historical seismicity of the site entails numerous small to medium magnitude earthquake events occurring in the region around the subject site. Any future developments at the subject site should anticipate that moderate to large seismic events could occur very near the site.

Secondary Seismic Hazards

Other secondary seismic hazards generally associated with severe ground shaking during an earthquake include liquefaction, seismic-induced settlement, seiches and tsunamis, earthquake induced flooding, landsliding, and rockfalls.

Liquefaction: The potential for liquefaction generally occurs during strong ground shaking within granular loose sediments where the groundwater is usually less than 50 feet below the ground surface. Because groundwater is believed to lie at a depth in excess of 50 feet beneath the site and the site is underlain by relatively dense alluvial materials, the possibility of liquefaction at the site is considered very low.

Seiches/Tsunamis: The potential for the site to be affected by a seiche or tsunami (earthquake generated wave) is considered nil due to absence of any large bodies of water near the site.

Flooding (Water Storage Facility Failure): There are no large water storage facilities located on or near the site which could possibly rupture during in earthquake and affect the site by flooding.

Seismically-Induced Landsliding: Due to the low relief of the site and surrounding region, the potential for landslides to occur at the site is considered nil.

Rockfalls: No large, exposed, loose or unrooted boulders are present above the site that could affect the integrity of the site.

Seismically-Induced Settlement: Settlement generally occurs within areas of loose, granular soils with relatively low density. Since the site is underlain by relatively dense alluvial materials, the potential for settlement is considered very low. In addition, the recommended earthwork operations to be conducted during the development of the site should mitigate any near surface loose soil conditions.

SOILS AND SEISMIC DESIGN CRITERIA (California Building Code 2022)

Design requirements for structures can be found within Chapter 16 of the 2022 California Building Code (CBC) based on building type, use, and/or occupancy. The classification of use and occupancy of all proposed structures at the site, shall be the responsibility of the building official.

Site Classification

Chapter 20 of the ASCE 7-16 defines six possible site classes for earth materials that underlie any given site. Bedrock is assigned one of three of these six site classes and these are: A, B, or C. Soil is assigned as C, D, E, or F. Per ASCE 7-16, Site Class A and Site Class B shall be measured on-site or estimated by a geotechnical engineer, engineering geologist or seismologist for competent rock with moderate fracturing and weathering. Site Class A and Site Class B shall not be used if more than 10 feet of soil is between the rock surface and bottom of the spread footing or mat foundation. Site Class C can be used for very dense soil and soft rock with Ñ values greater than 50 blows per foot. Site Class D can be used for stiff soil with Ñ values ranging from 15 to 50 blows per foot. Site Class E is for soft clay soils with Ñ values less than 15 blows per foot. Our investigation, mapping by others, and our experience in the site region indicates that the materials beneath the site are considered Site Class D stiff soils.

CBC Earthquake Design Summary

Earthquake design criteria have been formulated in accordance with the 2022 CBC and ASCE 7-16 for the site based on the results of our investigation to determine the Site Class and an assumed Risk Category II. However, these values should be reviewed and the final

design should be performed by a qualified structural engineer familiar with the region. In addition, the building official should confirm the Risk Category utilized in our design (Risk Category II). Our design values are provided within Appendix D.

CONCLUSIONS

The subsurface conditions encountered in our exploratory borings are indicative of the location explored. It is not to be construed that these conditions are present the same throughout the project alignment.

On the basis of our limited field investigation and testing program, it is the opinion of LOR Geotechnical Group, Inc., that the proposed improvements are feasible from a soil engineering standpoint, provided that the following recommendations are incorporated into design and implemented during construction.

Due to the coarse grained composition of the native soils, caving of the site excavations should be anticipated. Thus, proper construction techniques such as safe sloped excavations and/or shored excavations should be used.

Preliminary alternatives for support of the excavations for the culverts include a steel sheet pile wall or a soldier pile wall consisting of H piles and timber lagging. We believe that sheet piling is not a practical choice in many of the areas investigated due to the various amounts of oversized materials (cobbles and possible occasional boulders) in the alluvium which may hinder the desired penetration of the pilings or may damage the pilings. A more suitable alternative for hard driving conditions is a soldier pile wall with H piles because of the high strength and moment of inertia of the H piles. However, if large cobbles and boulders are found blocking the pile driving, driving operations may need to be supplemented by pre-drilling to install the pile to the required depth.

The site soils should provide adequate quality fill material, excluding pipe zones provided they are free from organic matter and other deleterious materials. However, they will require the removal of rocks or similar irreducible materials with a maximum dimension greater than 6 inches from the fills in order to facilitate the compaction of the soils and/or placement of the proposed culverts. For fills placed directly against concrete elements the rock size should be further reduced to 3 inches.

On the basis of our exploratory boring and testing program, the native materials should provide adequate support for the proposed culverts within the project alignment.

Details for geotechnical parameters for project design and construction are provided in the **RECOMMENDATIONS** section of this report.

Because the site is not located within an Earthquake Fault Zone and no known active faults are known to traverse the site, the potential for fault rupture hazards appears to be low.

Corrosion Screening

Select representative samples from our borings were taken to Project X Corrosion Engineering for full corrosion series testing. Results from soil corrosivity testing completed by Project X Corrosion Engineering are presented within Appendix C.

The corrosivity test results indicate that soluble sulfate concentrations in the samples was less than 0.10 percent by weight. These concentrations indicate an exposure class S0 for sulfate (ACI 318). No special mitigation methods are considered necessary.

The corrosivity test results indicate that chloride concentrations were below 500 ppm. This concentration indicates an exposure class C1 for chloride (ACI 318). Special mitigation measures are not considered necessary.

Soil pH for the samples was 8.4 to 8.5, slightly basic. Therefore, the need for specialized design is not anticipated.

Concentrations of ammonium and nitrate indicate the soil may be aggressive towards copper.

Resistivity results for the samples indicate the soils tested are mildly corrosive to ferrous metals.

LOR Geotechnical does not practice corrosion engineering. If further information concerning the corrosion characteristics, or interpretation of the results submitted herein, is required, then a competent corrosion engineer could be consulted.

RECOMMENDATIONS

Excavations

Standard equipment should be suitable for the excavation for the proposed improvements. Excavation safety and precautions, including safe slope excavation inclinations, should be implemented and are the responsibility of the contractor.

Following the California Occupational Safety and Health Act (CAL-OSHA) requirements, excavations 5 feet deep and greater should be sloped or shored. All excavations and shoring should conform to CAL-OSHA requirements.

Short-term excavations of 5 feet deep and greater shall conform to Title 8 of the California Code of Regulations, Construction Safety Orders, Section 1504 and 1539 through 1547. Based on our exploratory borings, it appears that Type C soil is the predominant type of soil material on the project and all short-term excavations should be based on this type of soil material. In accordance with Title 8 of the California Code of Regulations, simple slope excavations up to 20 feet in depth made in Type C soil material should have maximum allowable slopes of 1.5 horizontal to 1 vertical. However, due to the granular, cohesionless state of the natural soils, extreme care should be taken in the construction and maintenance of short term excavating within such soils as they tend to be less stable. Deviation from the standard short term slopes are permitted using option 4, Design by a Registered Professional Engineer (Section 1541.1).

It should be stated that, depending on the proximity of the excavations relative to any other nearby existing utility trenches, short-term excavations may expose the existing old trench backfill materials. The compaction characteristics and shear strength properties of the existing trench backfills is unknown. Typically, excavations exposing trench backfill are potentially unstable.

The construction and maintenance of short-term excavations is the responsibility of the contractor and should be a consideration of his methods of operation and the actual soil conditions encountered.

Shoring Design Parameters

General: Shoring placed below grade that is restrained against free movement at the top should be designed to resist a lateral earth pressure between active and at rest conditions. For this condition we recommend a uniform lateral earth pressure, rectangular distribution

of 20H pounds per square foot (psf). Additional surcharge loads (i.e. equipment, excavation spoil, etc.) placed within a horizontal distance equal to the height of the excavation should be added to the above recommended pressure at a rate of 0.40 times the surcharge load.

Culvert Areas

To facilitate the construction of box culverts and retaining walls, a soldier pile shoring system appears to be the most practical method for support of the culvert excavations. The system will likely include H piles and wooden lagging.

The construction sequence for the subject culvert excavations will probably involve the driving or drilling of the soldier piles first, then placing the timber lagging between the soldier piles for soil retention, as the excavation proceeds. The soldier piles will be probably left in place after construction and backfilling of the culvert.

The soldier pile shoring should be designed to resist a lateral active earth pressure. For this condition, we recommend using an equivalent fluid density of 35 pounds per cubic foot (pcf). Passive pressures below the base of the excavation should be calculated using an equivalent fluid density of 300 pcf. The passive pressure should be ignored for a distance of 1.5 times the effective width of the pile below the depth of the excavation. Additional surcharge loads (i.e. equipment, excavation spoil, etc.) placed within a horizontal distance equal to the height of the excavation should be added to the above recommended pressure at a rate of 0.40 times the surcharge load.

The soldier piles should be embedded below the bottom of the excavation a sufficient distance to prevent lateral movement of the piles.

As shown in the attached boring logs, the subject culvert locations are underlain by granular soils of silty to well graded sand with gravel to the maximum depths explored. Thus, pile driving may encounter some difficulty. A hardened steel point at the tip of the pile is recommended to facilitate the pile installation and to protect the end of the pile. The selected pile section should be able to resist not only the bending moments of the system but also to withstand the driving stresses.

Preparation of Box Culvert and Retaining Wall Areas

Upon excavation of the proposed box culvert and retaining wall areas to the planned line and grade, observations and in-place density testing should be conducted to ensure that

no loose materials are present. Where feasible, the bottom of the excavation should be scarified to a depth of at least 6 inches. The scarified soil should be brought to near optimum moisture content and recompacted to a minimum of 90 percent of the maximum dry density as determined by ASTM D 1557.

After construction of the cast-in-place reinforced concrete box culvert, or retaining walls backfill materials should then be placed around the box wall in accordance with the recommendations given in the Engineered Compacted Fill section of this report. Standard backfill placement will most likely be feasible for the culverts' walls, where open, sloped excavations will be performed. However, for culverts walls built against the soldier pile wall, backfill placement will not be necessary. In the event that gaps between the soldier pile wall and the box wall are created during construction a backfill of sand/slurry should be applied to fill in the void.

Culvert Box and Retaining Wall Design

Provided that the box culvert and retaining wall areas are prepared as recommended, the proposed cast-in-place concrete box and wall may be designed using a maximum soil bearing pressure of 2,000 pounds per square foot for foundation 1 foot deep by 1 foot wide. For each additional foot of depth or width, an increase of 500 psf can be used up to a maximum of 4,000 psf. For design of retaining wall footings, the resultant of the applied loads should act in the middle one third of the footing, and the maximum edge pressure should not exceed the basic allowable value without increase.

A coefficient of subgrade reaction of 200 psi/in may be used in the design of the box culvert and retaining wall foundations.

Total settlement of box culvert and retaining wall foundations will vary depending on the width of the foundation and the actual load supported. Maximum settlement of foundations designed and constructed in accordance with the preceding recommendations are estimated to be on the order of 1.0 inch. Differential settlement should be about one-half of the total settlement. Settlement of all foundations is expected to occur rapidly, primarily as a result of elastic compression of supporting soils as the loads are applied, and should be essentially completed shortly after initial application of the loads.

The vertical walls of boxes, retaining compacted native soil backfill, should be designed to resist a lateral earth pressure between active and at-rest conditions. For this condition, we recommend an equivalent fluid density of 45 pcf be used above. A pseudostatic lateral

earth pressure of 25 psf/ft should be added to the design. The loading is triangular with the resultant load acting 1/3 H from the bottom for both cases.

For design of retaining walls unrestrained against movement at the top, we recommend an active pressure of 35 psf per foot of depth be used. A pseudostatic lateral earth pressure developed at a rate of 15 psf/ft should be added to the design. The loading is triangular with the resultant load acting 1/3H from the bottom in both cases. In the areas of the retaining wall braced against movement vertically, the earth pressures and pseudostatic static lateral earth pressure values for boxes given above should be used. This loading should be considered for the length of wall equal to the height of the vertical bracing extending from the bracing.

The above assumes level backfill consisting of compacted, non-expansive, soils placed against the structures and with the backcut slope extending upward from the base of the stem at 35 degrees from the vertical or flatter. To avoid overstressing or excessive tilting during placement of backfill behind walls, heavy compaction equipment should not be allowed within the zone delineated by a 45 degree line extending from the base of the wall to the fill surface. The backfill directly behind the walls should be compacted using light equipment such as hand operated vibrating plates and rollers. No material larger than 3-inches in diameter should be placed in direct contact with the wall. Import material, if required, should have an angle of internal friction of at least 30 degrees. Import materials, if required, should be tested for their shear strength to confirm the use of the assumed design values above.

Resistance to lateral loads will be provided by passive earth pressure and base friction. For footings bearing against compacted fill, passive earth pressure may be considered to be developed at a rate of 300 psf per foot of depth. Base friction may be computed at 0.30 times the normal load. Base friction and passive earth pressure may be combined without reduction. The lateral passive earth pressure and base friction values recommended include factors of safety of 1.25.

The soils encountered throughout the channel alignment were granular and are considered free draining. Therefore, standard drainage of the box culvert and retaining walls may be used.

A unit weight of 125 pcf may be used for compacted fill.

Wall pressures should be verified prior to construction, when the actual backfill materials and conditions have been determined. Recommended pressures are applicable only to non-expansive, properly drained backfill, and with no additional surcharge loadings.

Engineered Compacted Fill

The majority of the soils along the project alignment are clean, free-draining, granular soils (well graded sand and with gravel and poorly graded sand).

The site soils are generally suitable for use as backfills and fills. However, all rocks or similar irreducible materials with a maximum dimension greater than 6 inches should not be buried or placed in fills without prior approval by the geotechnical engineer. For fill placed in direct contact with concrete elements the rock size should be less than 3 inches. In addition, prior to the mechanical compaction of the fills, the materials will need to be moisture conditioned in order to achieve the desired optimum moisture content.

Import fill, if required, should be inorganic, non-expansive, granular soils free from rocks or lumps greater than 3 to 6 inches in maximum dimension. Sources for import fill should be approved by the geotechnical engineer prior to their use.

Backfill and fill materials should be free from organic material, trash, debris, and other objectionable materials. Backfill should be mechanically compacted to at least 90 percent relative compaction (ASTM D 1557) to at or near optimum moisture content. The upper 12 inches of subgrade materials that are to be paved should be compacted to at least 95 percent relative compaction (ASTM D 1557).

Preliminary Pavement Design

Testing and design for preliminary pavement of the subject channel access road and associated reconstruction of existing roadway was conducted in accordance with the California Highway Design Manual. Based upon our preliminary sampling and testing, and upon assumed Traffic Indices, it appears that the structural section tabulated below should provide satisfactory pavements for the subject improvement:

AREA	T.I.*	DESIGN R-VALUE	PRELIMINARY SECTION
Channel Access Road	5.0	50	0.25'AC/0.35'AB or 0.35'AC/Native
Various Public Roadways	8.0	50	0.40' AC/0.45' AB or 0.65' AC/Compacted Native
	9.0	50	0.45' AC/0.55' AB or 0.75' AC/Compacted Native
	10.0	50	0.50' AC/0.65' AB or 0.85' AC/Compacted Native

* to be determined by project engineer
AC - Asphalt Concrete
AB - Aggregate Base, Class 2 or equivalent

The above structural sections are predicated upon 90 percent relative compaction (ASTM D 1557) of all utility trench backfills and 95 percent relative compaction (ASTM D 1557) of the upper 12 inches of pavement subgrade soils and of any aggregate base utilized.

In addition, the aggregate base should meet Caltrans specifications for Class 2 Aggregate Base.

The above pavement design was based upon the results of preliminary sampling and testing, and should be verified by additional sampling and testing when the actual subgrade soils are exposed.

Corrosion Protection

Based on the test results, this soil is classified as mildly corrosive to ferrous metals and potentially aggressive towards copper. The laboratory data above should be reviewed and corrosion design should be completed by a qualified corrosion engineer.

In lieu of corrosion design for metal piping, ABS/PVC may be used. Soil corrosion is not considered a factor with ABS/PVC materials. ABS/PVC is considered suitable for use due to the corrosion potential of the on-site soils with respect to metals.

LOR Geotechnical does not practice corrosion engineering. If further information concerning the corrosion characteristics, or interpretation of the results submitted herein, is required, then a competent corrosion engineer could be consulted.

Construction Monitoring

Post investigative services are an important and necessary continuation of this investigation. Project plans and specifications should be reviewed by the project geotechnical consultant prior to construction to confirm that the intent of the recommendations presented in this report have been incorporated into the design. Additional R-value, expansion, and corrosion testing may be needed after/during site rough grading.

During construction, sufficient and timely geotechnical observation and testing should be provided to correlate the findings of this investigation with the actual subsurface conditions exposed during construction. Items requiring observation and testing include, but are not necessarily limited to, the following:

1. Site preparation-stripping and removals.

2. Excavations, including approval of the bottom of excavations prior to the processing and preparation of the bottom areas for fill placement.

3. Scarifying and recompacting prior to fill placement.

4. Foundation excavations.

5. Subgrade preparation for pavements.

6. Placement of engineered compacted fill and backfill, including approval of fill materials and the performance of sufficient density tests to evaluate the degree of compaction being achieved.

LIMITATIONS

This report contains geotechnical conclusions and recommendations developed solely for use by CASC Engineering & Consulting, and their sub-consultants, for the purposes described earlier. It may not contain sufficient information for other uses or the purposes of other parties. The contents should not be extrapolated to other areas or used for other facilities without consulting LOR Geotechnical Group, Inc.

The recommendations are based on interpretations of the subsurface conditions concluded from information gained from subsurface explorations. The interpretations may differ from actual subsurface conditions, which can vary horizontally and vertically across the site. If conditions are encountered during the construction of the project, which differ significantly from those presented in this report, this firm should be notified immediately so we may assess the impact to the recommendations provided. Due to possible subsurface variations, all aspects of field construction addressed in this report should be observed and tested by the project geotechnical consultant.

The report was prepared using generally accepted geotechnical engineering practices under the direction of a state licensed geotechnical engineer. No warranty, expressed or implied, is made as to conclusions and professional advice included in this report. Any persons using this report for bidding or construction purposes should perform such independent investigations as deemed necessary to satisfy themselves as to the surface and subsurface conditions to be encountered and the procedures to be used in the performance of work on this project.

TIME LIMITATIONS

The findings of this report are valid as of this date. Changes in the condition of a property can, however, occur with the passage of time, whether they be due to natural processes or the work of man on this or adjacent properties. In addition, changes in the Standards-of-Practice and/or Governmental Codes may occur. Due to such changes, the findings of this report may be invalidated wholly or in part by changes beyond our control. Therefore, this report should not be relied upon after a significant amount of time without a review by LOR Geotechnical Group, Inc., verifying the suitability of the conclusions and recommendations.

CLOSURE

It has been a pleasure to assist you with this project. We look forward to being of further assistance to you as construction begins. Should conditions be encountered during construction that appear to be different than indicated by this report, please contact this office immediately in order that we might evaluate their effect.

Should you have any questions regarding this report, please do not hesitate to contact this office at your convenience.

Respectfully submitted,
LOR Geotechnical Group, Inc.

Andrew A. Tardie, PG 10144
Vice President

John P. Leuer, GE 2030
President

AAT:JPL:ss

Distribution: Addressee (2) and via email pflanagan@cascinc.com

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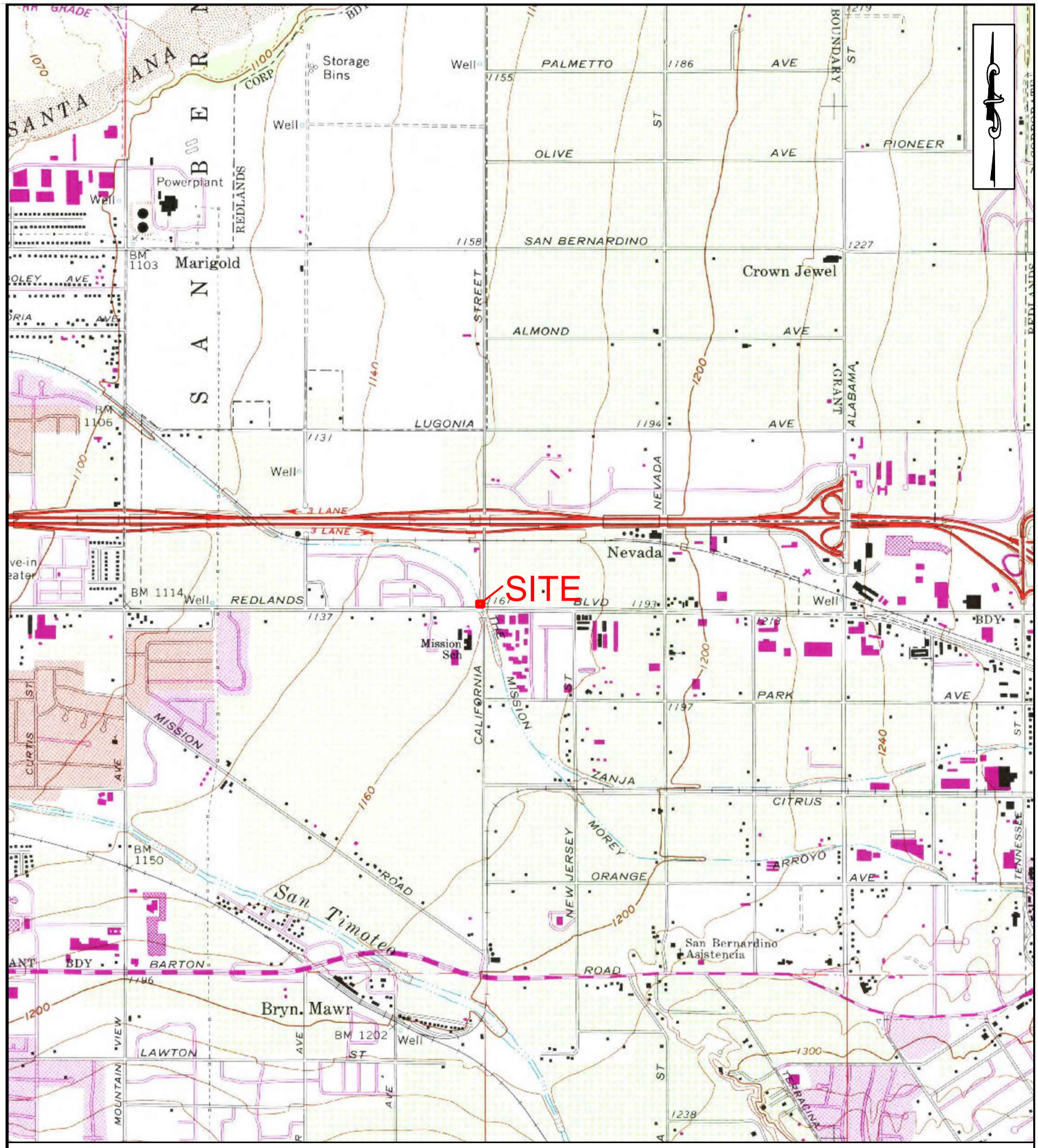
APPENDIX A

Index Map, Geotechnical Map, Regional Geologic Map, and Historical Seismicity Maps



INDEX MAP

PROJECT:	California St. & Redlands Blvd. Intersection Widening, Redlands, California	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering and Consulting	**ENCLOSURE:**	A-1
LOR GEOTECHNICAL GROUP, INC.		**DATE:**	February 2023
		SCALE:	1" ≈ 2,000'

Legend

(Locations Approximate)

Map Symbols

B-3 - Exploratory Boring

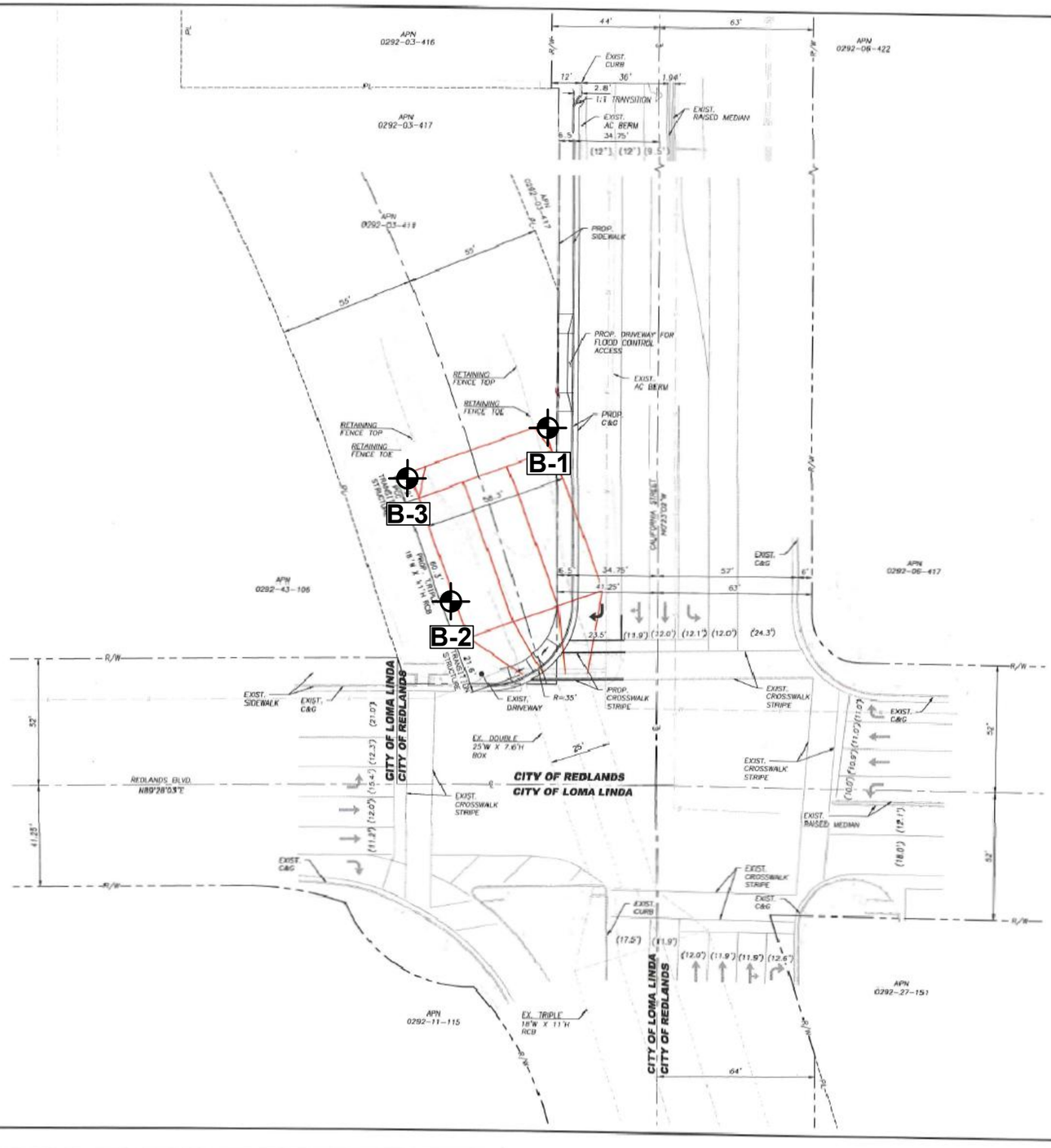


EXHIBIT
CA STREET WIDENING

CASC
Engineering and Consulting
1470 EAST COOLEY DRIVE, COLTON, CA 92324
PH. (909) 783-0101 FAX (909) 783-0108
www.cascinc.com

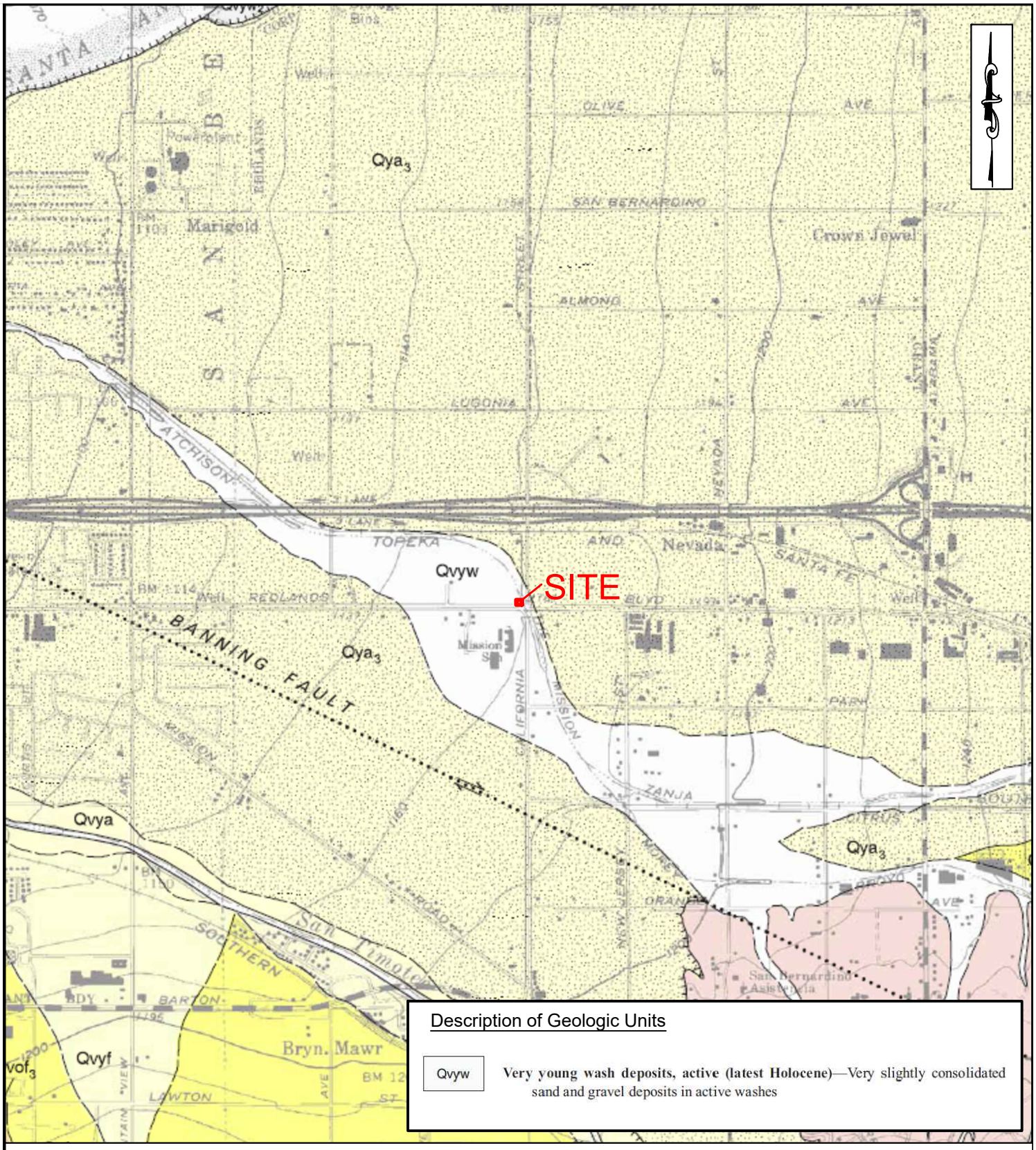
SITE PLAN

PROJECT NO.:	63878.1
ENCLOSURE:	A-2
DATE:	February 2023
SCALE:	1" ≈ 50'

PROJECT: California St. & Redlands Blvd. Intersection Widening, Redlands, California

CLIENT: CASC Engineering and Consulting

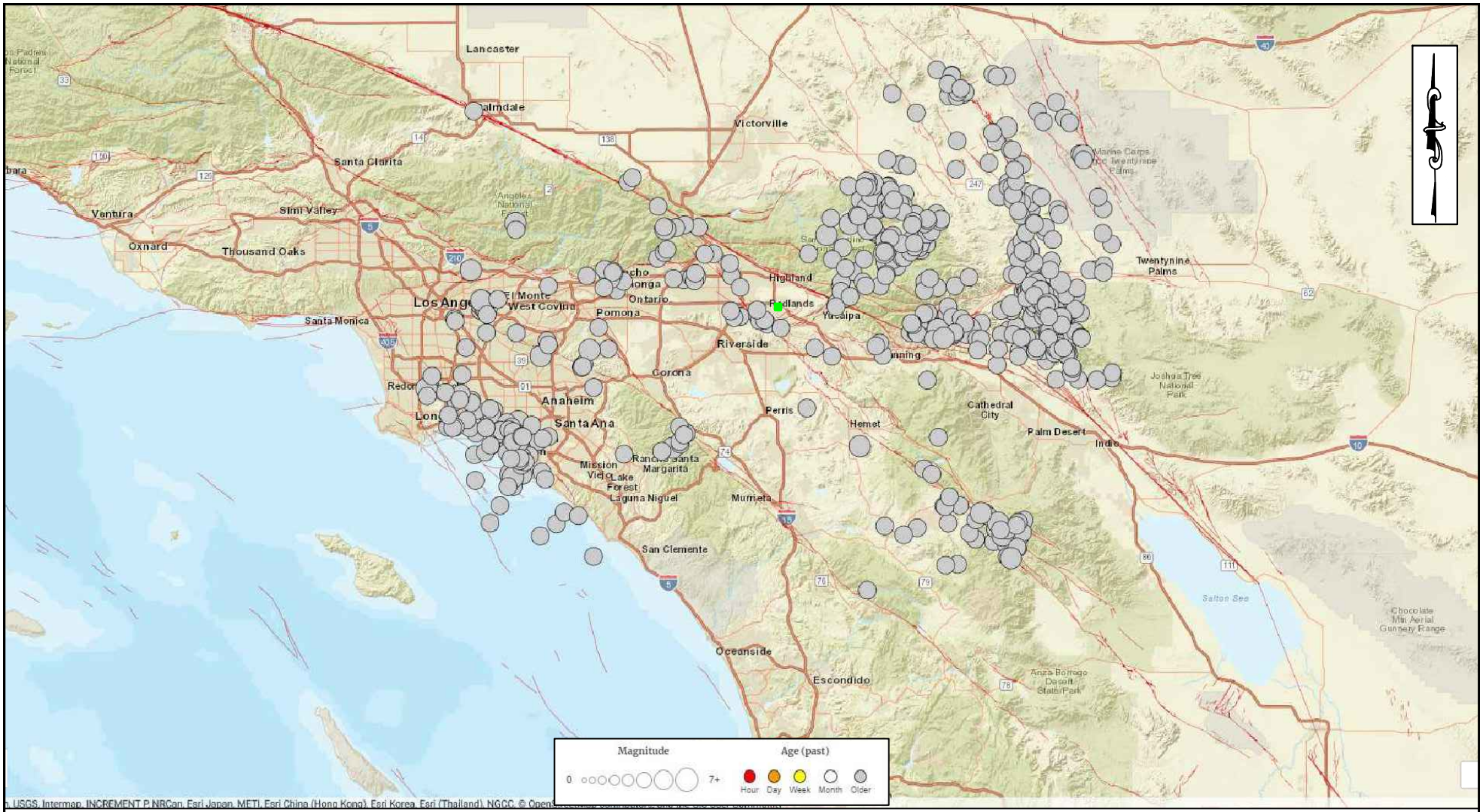
LOR GEOTECHNICAL GROUP, INC.



REGIONAL GEOLOGIC MAP

(Matti, et al, 2003)

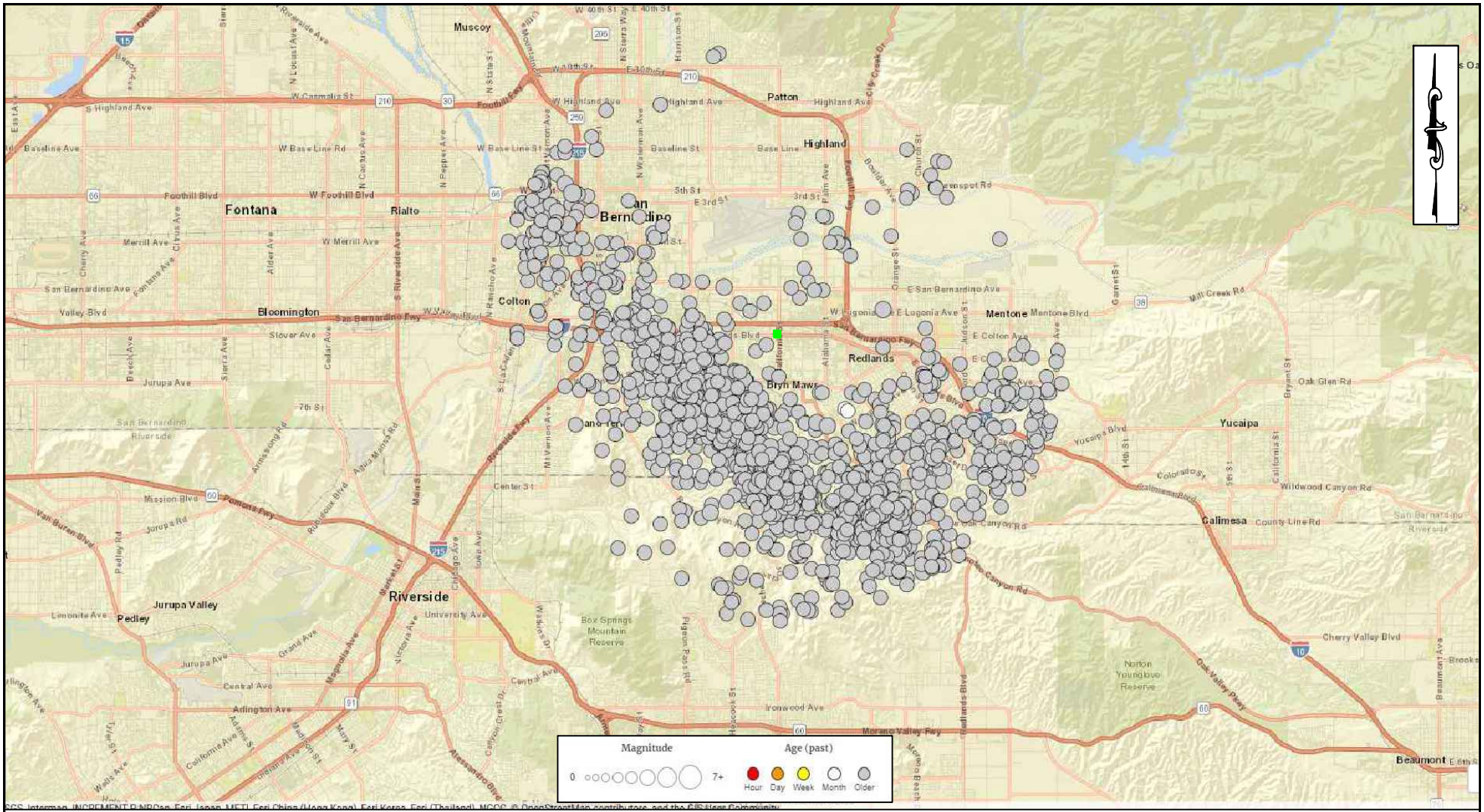
PROJECT:	California St. & Redlands Blvd. Intersection Widening, Redlands, California	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering and Consulting	**ENCLOSURE:**	A-3
LOR GEOTECHNICAL GROUP, INC.		**DATE:**	February 2023
Redlands Regular Meeting of 12-17-2024		**SCALE:**	1" ≈ 2,000'



U.S. Geologic Survey (2023) real-time earthquake epicenter map. Plotted are 541 epicenters of instrument-recorded events from 01/01/32 to present (02/24/23) of local magnitude 4+ within a radius of ~62 miles (100 kilometers) of the site. Location accuracy varies. The site is indicated by the green square (■). The selected magnitude corresponds to a threshold intensity value where very light damage potential begins. These events are also generally widely felt by persons. Red lines mark the surface traces of known Quaternary-age faults.

HISTORICAL SEISMICITY MAP - 100km Radius

PROJECT:	California St. & Redlands Blvd. Intersection Widening, Redlands, California	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering and Consulting	**ENCLOSURE:**	A-4
LOR **GEOTECHNICAL GROUP, INC.**		**DATE:**	February 2023
		SCALE:	1" ≈ 40km



U.S. Geologic Survey (2023) real-time earthquake epicenter map. Plotted are 1,431 epicenters of instrument-recorded events from 01/01/78 to present (02/24/23) of local magnitude 2+ within a radius of ~9.2 miles (10 kilometers) of the site. Location accuracy varies. The site is indicated by the green square (■). The selected magnitude corresponds to a threshold intensity value where very light damage potential begins. These events are also generally widely felt by persons. Red lines mark the surface traces of known Quaternary-age faults.

HISTORICAL SEISMICITY MAP - 10km Radius

PROJECT:	California St. & Redlands Blvd. Intersection Widening, Redlands, California	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering and Consulting	**ENCLOSURE:**	A-5
LOR GEOTECHNICAL GROUP, INC.		**DATE:**	February 2023
		SCALE:	1" ≈ 10km

APPENDIX B

Field Investigation Program and Boring Logs

APPENDIX B
FIELD INVESTIGATION

Subsurface Exploration

The site was investigated on February 3, 2023 and consisted of advancing 3 exploratory borings to depths of approximately 41.5 t0 51.5 feet below the existing ground surface within the areas requested. The approximate locations of the borings are shown on Enclosure A-2, within Appendix A.

The boring exploration was conducted using a CME-75 drill rig equipped with 8-inch diameter hollow stem augers. The soils were continuously logged by our geologist who inspected the site, created detailed logs of the borings, obtained undisturbed, as well as disturbed, soil samples for evaluation and testing, and classified the soils by visual examination in accordance with the Unified Soil Classification System.

Relatively undisturbed samples of the subsurface soils were obtained at a maximum interval of 5 feet. The samples were recovered by using a California split barrel sampler of 2.40-inch inside diameter and 3.25-inch outside diameter. The samplers were driven by a 140-pound automatic trip hammer dropped from a height of 30 inches. The number of hammer blows required to drive the sampler into the ground the final 12 inches were recorded and further converted to an equivalent SPT-value. Factors such as efficiency of the automatic trip hammer used during this investigation (80%), inner diameter of the hollow-stem auger (3.75 inches), and rod lengths at the test depth were considered for further computing of equivalent SPT-values corrected for field procedures ($\approx N_{60}$) which are included in the boring logs. The soil samples were retained in brass sample rings of 2.41 inches in diameter and 1.00 inch in height, and placed in sealed plastic containers. Disturbed soil samples were obtained at selected levels within the boring and placed in sealed containers for transport to our geotechnical laboratory.

All samples obtained were taken to our geotechnical laboratory for storage and testing. Detailed logs of the borings are presented on the attached Boring Logs, Enclosures B-1 through B-3. Our Boring Log Legend and Soil Classification Chart are presented as Enclosures B-i and B-ii, respectively.

CONSISTENCY OF SOIL

SANDS

SPT BLOWS	CONSISTENCY
0-4	Very Loose
4-10	Loose
10-30	Medium Dense
30-50	Dense
Over 50	Very Dense

COHESIVE SOILS

SPT BLOWS	CONSISTENCY
0-2	Very Soft
2-4	Soft
4-8	Medium
8-15	Stiff
15-30	Very Stiff
30-60	Hard
Over 60	Very Hard

SAMPLE KEY

Symbol	Description
	INDICATES CALIFORNIA SPLIT SPOON SOIL SAMPLE INDICATES BULK SAMPLE INDICATES SAND CONE OR NUCLEAR DENSITY TEST INDICATES STANDARD PENETRATION TEST (SPT) SOIL SAMPLE

TYPES OF LABORATORY TESTS

1	Atterberg Limits
2	Consolidation
3	Direct Shear (undisturbed or remolded)
4	Expansion Index
5	Hydrometer
6	Organic Content
7	Proctor (4", 6", or Cal216)
8	R-value
9	Sand Equivalent
10	Sieve Analysis
11	Soluble Sulfate Content
12	Swell
13	Wash 200 Sieve

BORING LOG LEGEND

PROJECT:	California St. & Redlands Blvd. Intersection Widening, Redlands, California	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering & Consulting	**ENCLOSURE:**	B-i
LOR **GEOTECHNICAL GROUP, INC.**		**DATE:**	February 2023

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SAND AND SANDY SOILS	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION PASSING NO. 4 SIEVE	SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO.200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

PARTICLE SIZE LIMITS

BOULDERS	COBBLES	GRAVEL		SAND			SILT OR CLAY
		COARSE	FINE	COARSE	MEDIUM	FINE	
12"	3"	3/4"	No . 4	No. 10	No. 40	200	

(U.S. STANDARD SIEVE SIZE)

SOIL CLASSIFICATION CHART

PROJECT:	California St. & Redlands Blvd. Intersection Widening, Redlands, California	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering & Consulting	**ENCLOSURE:**	B-ii
LOR GEOTECHNICAL GROUP, INC.		**DATE:**	February 2023

LOG OF BORING B-1

DEPTH IN FEET	SPT BLOW COUNTS	LABORATORY TESTS	MOISTURE CONTENT (%)		DRY DENSITY (PCF)	SAMPLE TYPE	LITHOLOGY	U.S.C.S.	DESCRIPTION
0	15	7, 8, 9, 10	6.1		105.6			SM	@ 0 feet, FILL: SILTY SAND, approximately 15 gravel to 1.5", 5% coarse grained sand, 15% medium grained sand, 30% fine grained sand, 30% silty fines, brown, dry.
5	10		6.8		139.0				@ 2 feet, ALLUVIUM: SILTY SAND, approximately 5% coarse grained sand, 30% medium grained sand, 50% fine grained sand, 15% silty fines, brown, damp, some pinhole porosity.
	8	3	7.4		97.5				@ 5 feet, slightly finer grained, tan.
10	13		7.9		102.7				@ 7 feet, SILTY SAND, approximately 10% medium grained sand, 70% fine grained sand, 20% silty fines, strong brown, damp.
	14		3.6		99.2			SP	@ 10 feet, SILTY SAND, approximately 85% fine grained sand, 15% silty fines, gray brown, damp.
15	19		2.0		106.9			SW	@ 12 feet, POORLY GRADED SAND, approximately 40% medium grained sand, 55% fine grained sand, 5% silty fines, gray, damp.
									@ 15 feet, WELL GRADED SAND, approximately 25% coarse grained sand, 35% medium grained sand, 35% fine grained sand, 5% silty fines, gray, dry.
20	16		8.5		100.8				@ 20 feet, becomes damp.
25	34		18.4		91.2			ML SM	@ 25 feet, SANDY SILT/SILTY SAND, approximately 50% fine grained sand, 50% silty fines, brown, moist.
30	52		6.1		104.6			SW	@ 30 feet, WELL GRADED SAND, approximately 35% coarse grained sand, 35% medium grained sand, 35% fine grained sand, 5% silty fines, white, damp.
35	60	3	4.7		108.9				@ 35 feet, slightly finer grained, some 1 to 2" thick SILT layers.
40	32		7.5					SP	@ 40 feet, POORLY GRADED SAND, approximately 15% coarse grained sand, 35% medium grained sand, 45% fine grained sand, 5% silty fines, gray brown, damp.
45	34		7.7						
50	32		18.6						@ 50 feet, becomes moist.
									END OF BORING @ 51.5'
55									Fill to 2' No groundwater No bedrock

TEST DATA

PROJECT:	California St & Redlands Blvd Widening	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering & Consulting	**ELEVATION:**	--
		DATE DRILLED:	February 3, 2023
LOR GEOTECHNICAL GROUP, INC.		**EQUIPMENT:**	CME-75
		HOLE DIA.: 8"	**ENCLOSURE:** B-1

LOG OF BORING B-2

DEPTH IN FEET	SPT BLOW COUNTS	LABORATORY TESTS	MOISTURE CONTENT (%)		DRY DENSITY (PCF)	SAMPLE TYPE	LITHOLOGY	U.S.C.S.	DESCRIPTION
									TEST DATA
0								SM	@ 0 feet, FILL: SILTY SAND, approximately 10% gravel to 1/2", 20% coarse grained sand, 25% medium grained sand, 25% fine grained sand, 20% silty fines with trace clay, brown, dry.
	10		3.3			■		SW SM	@ 1 foot, WELL GRADED SAND with GRAVEL, approximately 30% gravel to 2", 20% coarse grained sand, 20% medium grained sand, 25% fine grained sand, 5 silty fines, gray, brown, dry.
5	9		7.0		100.0	■			
	6		6.3		102.0	■		SP SM SM	@ 2 feet, SILTY SAND, approximately 70% fine grained sand, 30% silty fines, red brown, some metal debris, damp, rings disturbed.
10	13		3.9		49.8	■		SP	@ 6 feet, ALLUVIUM: POORLY GRADED SAND with SILT, approximately 90% fine grained sand, 10% silty fines, red brown, damp.
	10		13.6		99.5	■			@ 8 feet, SILTY SAND, approximately 5% coarse grained sand, 10% medium grained sand, 65% fine grained sand, 20% silty fines, gray brown, damp.
15	16	3	25.0		92.6	■		CL	@ 10 feet, POORLY GRADED SAND, approximately 20% fine grained sand, 65% fine grained sand, 15% silty fines, gray, damp. @ 12 feet, becomes moist. @ 15 feet, LEAN CLAY with SAND, approximately 5% medium grained sand, 15% fine grained sand, 80% clayey fines of low plasticity, tan to brown, moist.
20	17		4.0		96.6	■		SP	@ 20 feet, POORLY GRADED SAND, approximately 10% coarse grained sand, 35% medium grained sand, 50% fine grained sand, 5% silty fines, gray, damp.
25	16	3	23.7		94.7	■			@ 25 feet, becomes slightly coarser grained, brown, moist.
30	64		7.0		116.2	■		SW	@ 30 feet, WELL GRADED SAND, approximately 25% coarse grained sand, 30% medium grained sand, 40% fine grained sand, 5% silty fines, gray, damp.
35	60		7.3		103.1	■			
40	40		7.2			▒		CL SP	@ 39.5 feet, LEAN CLAY with SAND, approximately 15% fine grained sand, 85% clayey fines of low plasticity, brown, moist to wet. @ 40 feet, POORLY GRADED SAND, approximately 15% coarse grained sand, 30% medium grained sand, 50% fine grained sand, 5% silty fines, gray, damp.
45									END OF BORING @ 41.5'

Fill to 6'
No groundwater
No bedrock

PROJECT:	California St & Redlands Blvd Widening	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering & Consulting	**ELEVATION:**	--
		DATE DRILLED:	February 3, 2023
LOR GEOTECHNICAL GROUP, INC.		**EQUIPMENT:**	CME-75
		HOLE DIA.: 8"	**ENCLOSURE:** B-2

LOG OF BORING B-3

DEPTH IN FEET	SPT BLOW COUNTS	LABORATORY TESTS	MOISTURE CONTENT (%)		DRY DENSITY (PCF)	SAMPLE TYPE	LITHOLOGY	U.S.C.S.	DESCRIPTION
0		9, 10						SM	@ 0 feet, FILL: SILTY SAND, approximately 20% gravel to 1/2", 5% coarse grained sand, 20% medium grained sand, 30% fine grained sand, 25% silty fines, brown, dry.
	22		3.7		115.2			SW	@ 2 feet, WELL GRADED SAND with GRAVEL, approximately 25% gravel to 2", 20% coarse grained sand, 25% medium grained sand, 25% fine grained sand, 5% silty fines, gray, damp.
5	30								@ 5 feet, rig chatter, no recovery, some angular gravel to 3".
	9		3.6		99.6			SM	@ 7 feet, SILTY SAND with GRAVEL, approximately 20% angular gravel to 2", 15% coarse grained sand, 25% medium grained sand, 25% fine grained sand, 15% silty fines, brown, damp.
10	30		3.7						@ 10 feet, rings disturbed, cobble in tip of sampler.
15	11		14.4		100.7				@ 15 feet, ALLUVIUM: SILTY SAND, approximately 10% medium grained sand, 55% fine grained sand, 35% silty fines, brown, moist.
20	22		8.8		99.3			SP	@ 20 feet, POORLY GRADED SAND, approximately 5% coarse grained sand, 30% medium grained sand, 60% fine grained sand, 5% silty fines, gray, moist.
25	30		6.2		105.1			SW	@ 25 feet, WELL GRADED SAND, approximately 25% coarse grained sand, 30% medium grained sand, 40% fine grained, 5% silty fines, gray, damp.
30	61		5.5		109.9				@ 30 feet, contains approximately 5% gravel to 1/2".
35	64		6.9		104.4				
40	32		11.9		115.6			SM	@ 40 feet, SILTY SAND, approximately 10% coarse grained sand, 35% medium grained sand, 40% fine grained sand, 15% silty fines, gray, moist.
45									END OF BORING @ 41.5'

Fill to 15'
No groundwater
No bedrock

PROJECT:	California St & Redlands Blvd Widening	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering & Consulting	**ELEVATION:**	--
LOR GEOTECHNICAL GROUP, INC.		**DATE DRILLED:**	February 3, 2023
		EQUIPMENT:	CME-75
		HOLE DIA.: 8"	**ENCLOSURE:** B-3

APPENDIX C

Laboratory Testing Program and Test Results

APPENDIX C
LABORATORY TESTING

General

Selected soil samples obtained from the borings were tested in our geotechnical laboratory to evaluate their physical and engineering properties. The laboratory testing program performed in conjunction with our investigation included in-place moisture content and dry density, laboratory compaction characteristic, direct shear, sieve analysis, sand equivalent, R-value, and corrosion. Descriptions of the laboratory tests are presented in the following paragraphs:

Moisture-Density Tests

The moisture content and dry density information provides an indirect measure of soil consistency for each stratum, and can also provide a correlation between soils on this site. The dry unit weight and field moisture content were determined in accordance with ASTM D 2937 and 2216, respectively, for selected undisturbed samples, and the results are shown on the boring logs, Enclosures B-1 through B-3, within Appendix B, for convenient correlation with the soil profile.

Laboratory Compaction

A selected soil sample was tested in the laboratory to determine compaction characteristics using the ASTM D 1557 compaction test method. The results are presented in the following table:

LABORATORY COMPACTION				
Boring Number	**Sample Depth (feet)**	**Soil Description (U.S.C.S.)**	**Maximum Dry Density (pcf)**	**Optimum Moisture Content (percent)**
B-1	0-3	(SM) Silty Sand with Gravel	133.0	8.0

Direct Shear Tests

Shear tests are performed with a direct shear machine at a constant rate-of-strain (usually 0.04 inches/minute). The machine is designed to test a sample partially extruded from a sample ring in single shear. Samples are tested at varying normal loads in order to

evaluate the shear strength parameters, angle of internal friction and cohesion in accordance with ASTM D 3080. Samples are tested in a relatively undisturbed state and soaked, to represent the worst case conditions expected in the field. The results of the direct shear tests are presented in the following table:

DIRECT SHEAR TESTS				
Boring Number	**Sample Depth (ft)**	**Material Description (U.S.C.S.)**	**Apparent Cohesion (psf)**	**Angle of Internal Friction (degrees)**
B-1	7	(SM) Silty Sand with Gravel	80	30
B-1	30	(SW) Well Graded Sand	300	43
B-2	15	(CL) Lean Clay with Sand	150	32
B-2	25	(SP) Poorly Graded Sand	100	39

Sieve Analysis

A quantitative determination of the grain size distribution was performed for selected samples in accordance with the ASTM D 422 laboratory test procedure. The determination is performed by passing the soil through a series of sieves, and recording the weights of retained particles on each screen. The results of the grain size distribution analyses are presented graphically on Enclosure C-1.

Sand Equivalent

The sand equivalent of selected soils were evaluated using the California Sand Equivalent Test Method, Caltrans Number 217. The results of the sand equivalent tests are presented with the grain size distribution analyses on Enclosure C-1.

R-Value Test

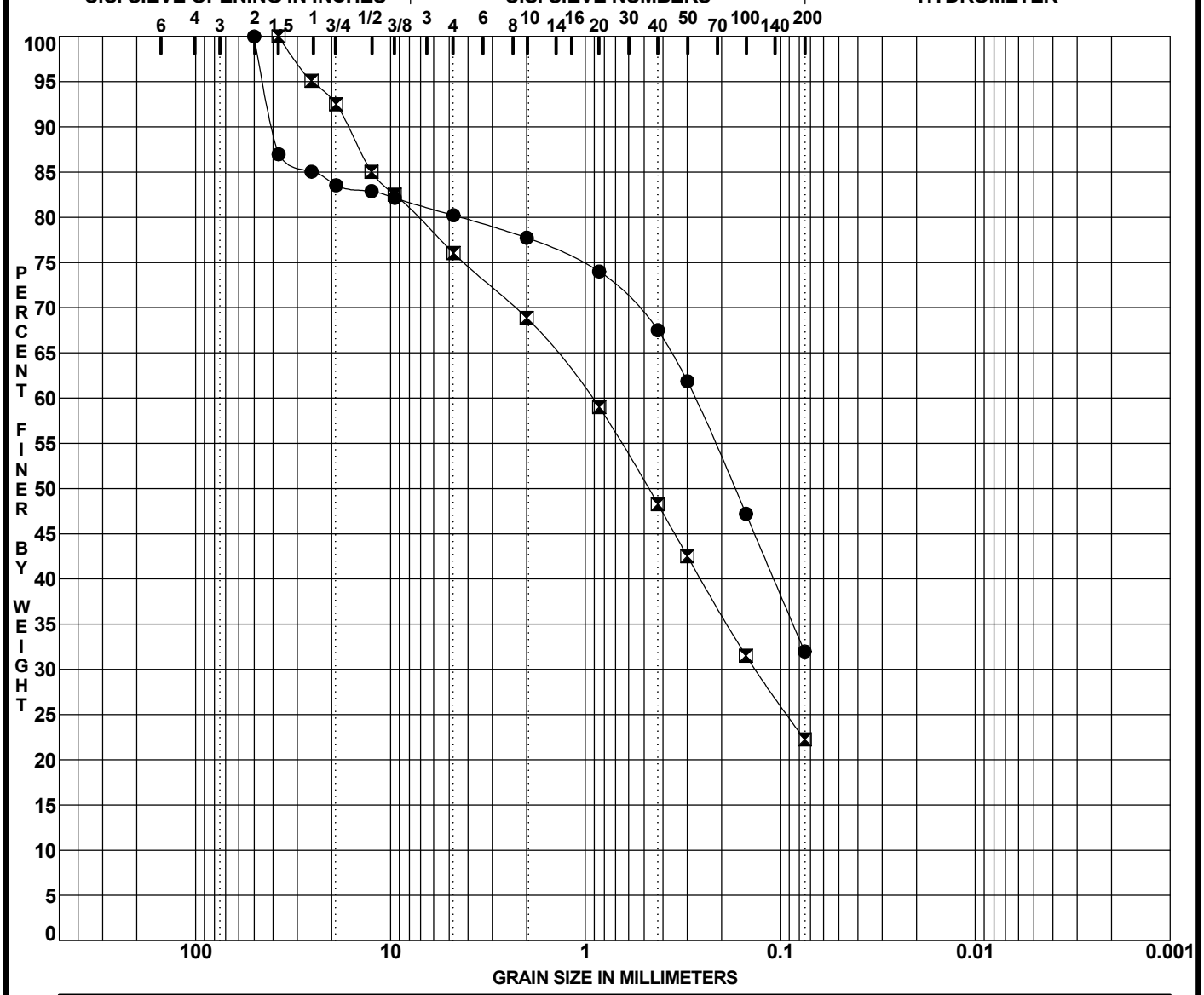
Soil samples were obtained at probable pavement subgrade level and sieve analysis and sand equivalent tests were conducted. A selected soil sample was tested to determine its R-value using the California R-Value Test Method, Caltrans Number 301. The results of the sieve analysis, sand equivalent, and R-value tests are presented on Enclosure C-1.

C

Corrosion

Corrosion testing was conducted by our subconsultant, Project X Corrosion Engineering. Test results are enclosed.

C



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Soil Classification	SE	RV	PL	PI	Cc	Cu
●	*B-1*	*@ 0-3'*	*(SM) Silty Sand with Gravel*	*15*	*39*				
⊠	*B-3*	*@ 0-3'*	*(SM) Silty Sand with Gravel*	*19*	*--*				

	Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	*B-1*	*@ 0-3'*	*50.00*	*0.27*			*19.8*	*48.2*	*32.0*	
⊠	*B-3*	*@ 0-3'*	*37.50*	*0.93*	*0.134*		*24.0*	*53.8*	*22.3*	

PROJECT:	California St & Redlands Blvd Widening	**PROJECT NO.:**	63878.1
CLIENT:	CASC Engineering & Consulting	**DATE:**	February 2023

GRADATION CURVES

LOR GEOTECHNICAL GROUP, INC.

ENCLOSURE: C-1

Results Only Soil Testing for Redlands Blvd/California St

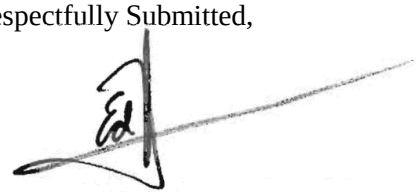
February 10, 2023

Prepared for:

Andrew Tardie
LOR Geotechnical
6121 Quail Valley Ct
Riverside, CA
atardie@lorgeo.com

Project X Job#: S230209B
Client Job or PO#: 63878.1

Respectfully Submitted,



Eduardo Hernandez, M.Sc., P.E.
Sr. Corrosion Consultant
NACE Corrosion Technologist #16592
Professional Engineer
California No. M37102
ehernandez@projectxcorrosion.com

Soil Analysis Lab Results

Client: LOR Geotechnical
Job Name: Redlands Blvd/California St
Client Job Number: 63878.1
Project X Job Number: S230209B
February 10, 2023

	Method	ASTM D4327		ASTM D4327		ASTM G187		ASTM G51	ASTM G200	SM 4500-D	ASTM D4327	ASTM D6919	ASTM D6919	ASTM D6919	ASTM D6919	ASTM D6919	ASTM D4327	ASTM D4327
Bore# / Description	**Depth**	**Sulfates** SO_4^{2-}		**Chlorides** Cl^-		**Resistivity** As Rec'd | Minimum		**pH**	**Redox**	**Sulfide** S^{2-}	**Nitrate** NO_3^-	**Ammonium** NH_4^+	**Lithium** Li^+	**Sodium** Na^+	**Potassium** K^+	**Magnesium** Mg^{2+}	**Calcium** Ca^{2+}	**Fluoride** F_2^{--}	**Phosphate** PO_4^{3-}
	(ft)	(mg/kg)	(wt%)	(mg/kg)	(wt%)	(Ohm-cm)	(Ohm-cm)		(mV)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
R-6 - B-1 - (SW) Well Graded Sand	15.0	25.6	0.0026	28.0	0.0028	428,800	26,130	8.4	167	0.4	6.3	7.5	ND	33.2	5.6	21.7	122.5	2.0	2.8
R-27 - B-2 (SW) Well Graded Sand	30.0	11.9	0.0012	16.0	0.0016	214,400	38,860	8.5	123	0.3	0.0	9.1	ND	19.2	5.0	20.4	108.4	3.2	6.1

Cations and Anions, except Sulfide and Bicarbonate, tested with Ion Chromatography
mg/kg = milligrams per kilogram (parts per million) of dry soil weight
ND = 0 = Not Detected | NT = Not Tested | Unk = Unknown
Chemical Analysis performed on 1:3 Soil-To-Water extract
PPM = mg/kg (soil) = mg/L (Liquid)

29990 Technology Dr., Suite 13, Murrieta, CA 92563 Tel: 213-928-7213 Fax: 951-226-1720
www.projectxcorrosion.com

Project X
Corrosion Engineering
Corrosion Control - Soil, Water, and Metallurgy Lab

Lab Request Sheet Chain of Custody
Phone: (213) 928-7213 · Fax (951) 226-1720 · www.projectxcorrosion.com
Ship Samples To: 29990 Technology Dr, Suite 13, Murrieta, CA 92563

Project X Job Number: S230209B LOR 63878.1 Redlands 2 Full

IMPORTANT: Please complete Project and Sample Identification Data as you would like it to appear in report & include this form with samples.

Company Name:	LOR Geotechnical Group, Inc.	**Contact Name:**	Andrew Tardie
Mailing Address:	6121 Quail Valley	**Contact Email:**	atardie@lorgeo.com
Accounting Contact:	John Leuer	**Invoice Email:**	atardie@lorgeo.com
Client Project No:	63878.1	**Project Name:**	Redlands Blvd/California St
P.O. #:	--	**Phone No:**	951-653-1760

(Business Days) Turn Around Time: 3-5 Day Standard ● | 3 Day Guarantee 50% mark-up | 24 Hour RUSH 100% mark-up

For Corrosion Control Recommendations (350g soil sample):
NEED (1) Groundwater depth and
(2) Soil Sample Locations Map

FOR THERMAL RESISTIVITY PROVIDE (1,500g soil sample):
(1) Optimal Moisture %
(2) Dry Density{PCF}
(3) Desired Compaction
Date & Received By:

METHOD ANALYSIS REQUESTED (Please circle)

	SAMPLE ID - BORE # - Description	DEPTH (ft)	DATE COLLECTED
94 1	R-6 - B-1 - (SW) Well Graded Sand	15	02/03/23
95 2	R-27 - B-2 - (SW) Well Graded Sand	30	02/03/23
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Default Method	Soil Resistivity	pH	Sulfate	Chloride	Redox Potential	Sulfide	Ammonia	Nitrate	Flouride	Phosphate	Lithium	Sodium	Potassium	Magnesium	Calcium	Full Corrosion Series	Soil Corrosivity Evaluation Report	Water Corrosivity Mini Report	Moisture Content	Total Alkalinity	Soil Remolding	Thermal Resistivity	(ANC) Alk Neutr Cap	(SRB) Sulfate Reducing	Puckorius Index	XRF Elemental Analysis	Water Hardness
	Caltrans CTM643	Caltrans CTM643	Caltrans CTM417	Caltrans CTM422												350g Sample	*Req: Min. 3 Samples, site map, and groundwater info						1,500g Sample			ASTM A751	
	AASHTO T288	AASHTO T 289	AASHTO T 290	AASHTO T 291	SM 2580B		SM 4500-NH3	SM 4500-NO3											ASTM D2216	SM 2520B	ASTM D2216	ASTM D5334 8-inch				ASTM E322	
	ASTM G187	ASTM G 51	ASTM D4327	ASTM D4327	ASTM G200	SM 4500-S2	ASTM D4327	ASTM D4327	SM 2320B	ASTM D4327	ASTM D4327	ASTM D4327	ASTM D4327	ASTM D4327	ASTM D4327				ASTM D698	IEH-442 6-inch			HACH BART		ASTM E1621	
	Full Corrosion Series: Geo Quad																Reports										

APPENDIX D

Seismic Design Spectra

SITE-SPECIFIC GROUND MOTION ANALYSIS
(ASCE 7-16)

Project: Cailfornia St & Redlands Blvd
Project Number: 63878.1
Client: CASC Engineering & Consulting
Site Lat/Long: 34.0623/-117.2264
Controlling Seismic Source: San Jacinto

REFERENCE	NOTATION	VALUE
Site Class	C, D, D default, or E	D measured
Site Class D - Table 11.4-1	F_a	1.0
Site Class D - 21.3(ii)	F_v	2.5
$0.2*(S_{D1}/S_{DS})$	T_0	0.198
S_{D1}/S_{DS}	T_S	0.990
Fundamental Period (12.8.2)	T	Period
Seismic Design Maps or Fig 22-14	T_L	8
Equation 11.4-4 - $2/3*S_{M1}$	S_{D1}	1.3267
Equation 11.4-2 - F_V*S_1 [1]	S_{M1}	1.9900

[1] - F_V as determined by Section 21.3

REFERENCE	NOTATION	VALUE
Fv (Table 11.4-2)[Used for General Spectrum]	F_v	1.7
Design Maps	S_s	2.011
Design Maps	S_1	0.796
Equation 11.4-1 - F_A*S_S	S_{MS}	2.011*
Equation 11.4-3 - $2/3*S_{MS}$	S_{DS}	1.341*
Design Maps	PGA	0.934
Table 11.8-1	F_{PGA}	1.1
Equation 11.8-1 - F_{PGA}*PGA	PGA_M	1.027*
Section 21.5.3	80% of PGA_M	0.822
Design Maps	C_{RS}	0.916
Design Maps	C_{R1}	0.891

REFERENCE	NOTATION	VALUE
$0.2*(S_{D1}/S_{DS})$	T_0	0.135*
S_{D1}/S_{DS}	T_S	0.673*
Equation 11.4-4 - $2/3*S_{M1}$	S_{D1}	0.9021*
Equation 11.4-2 - F_V*S_1	S_{M1}	1.3532*

RISK COEFFICIENT

Cr - At Perods <=0.2, Cr=C_{RS}	C_{RS}	0.916
Cr - At Periods >=1.0, Cr=C_{R1}	C_{R1}	0.891

Cr - At Periods between 0.2 and 1.0 use trendline formula to complete

Period	Cr
0.200	0.916
0.300	0.913
0.400	0.910
0.500	0.907
0.600	0.904
0.680	0.901
1.000	0.891

* **Code based design value**. See accompanying data for Site Specific Design values.

Mapped values from https://hazards.atcouncil.org/

PROBABILISTIC SPECTRA[1]
2% in 50 year Exceedence

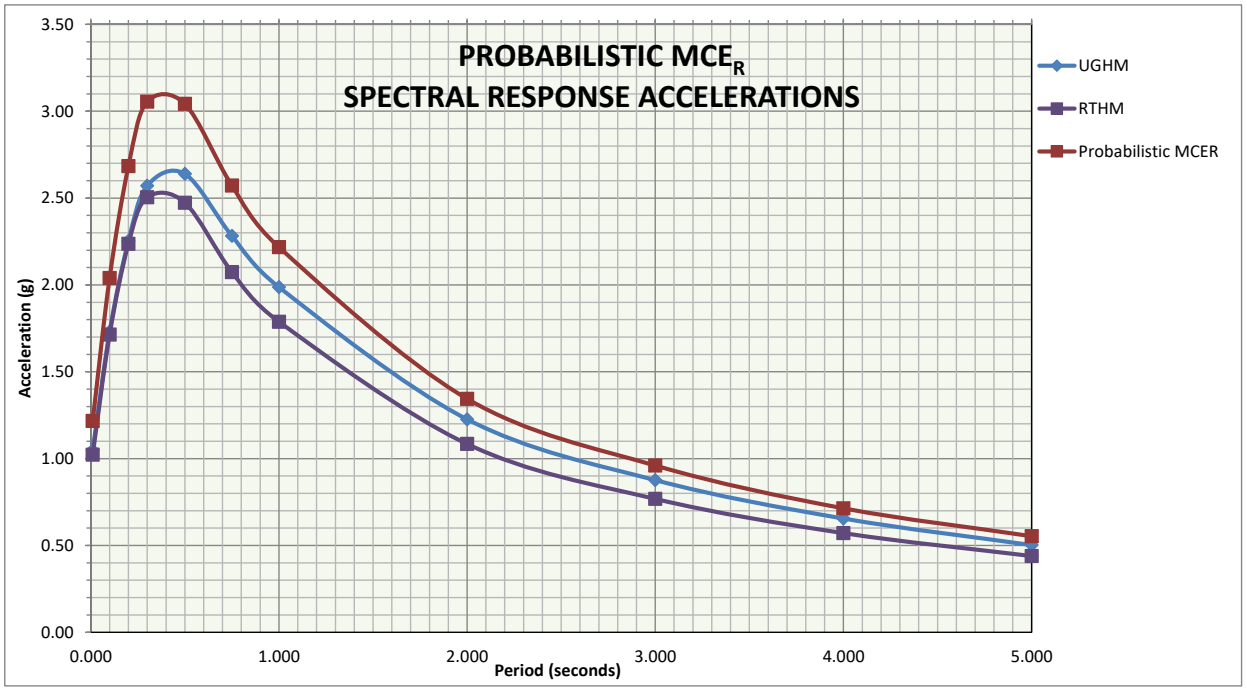
Period	UGHM	RTGM	Max Directional Scale Factor[2]	Probabilistic MCE
0.010	1.048	1.022	1.19	1.216
0.100	1.730	1.714	1.19	2.040
0.200	2.253	2.236	1.20	2.683
0.300	2.571	2.504	1.22	3.055
0.500	2.639	2.473	1.23	3.042
0.750	2.282	2.074	1.24	2.572
1.000	1.987	1.788	1.24	2.217
2.000	1.226	1.084	1.24	1.344
3.000	0.876	0.768	1.25	0.960
4.000	0.655	0.571	1.25	0.714
5.000	0.502	0.439	1.26	0.553

Project No: 63878.1

[1] Data Sources:
https://earthquake.usgs.gov/hazards/interactive/
https://earthquake.usgs.gov/designmaps/rtgm/

[2] Shahi-Baker RotD100/RotD50 Factors (2014)

Probabilistic PGA: 1.048
Is Probabilistic $Sa_{(max)}$<1.2F_a? NO



DETERMINISTIC SPECTRUM

Largest Amplitudes of Ground Motions Considering All Sources Calculated using Weighted Mean of Attenuation Equations[1]

Controlling Source: San Jacinto

Is Probabilistic $Sa_{(max)}$<1.2Fa? NO

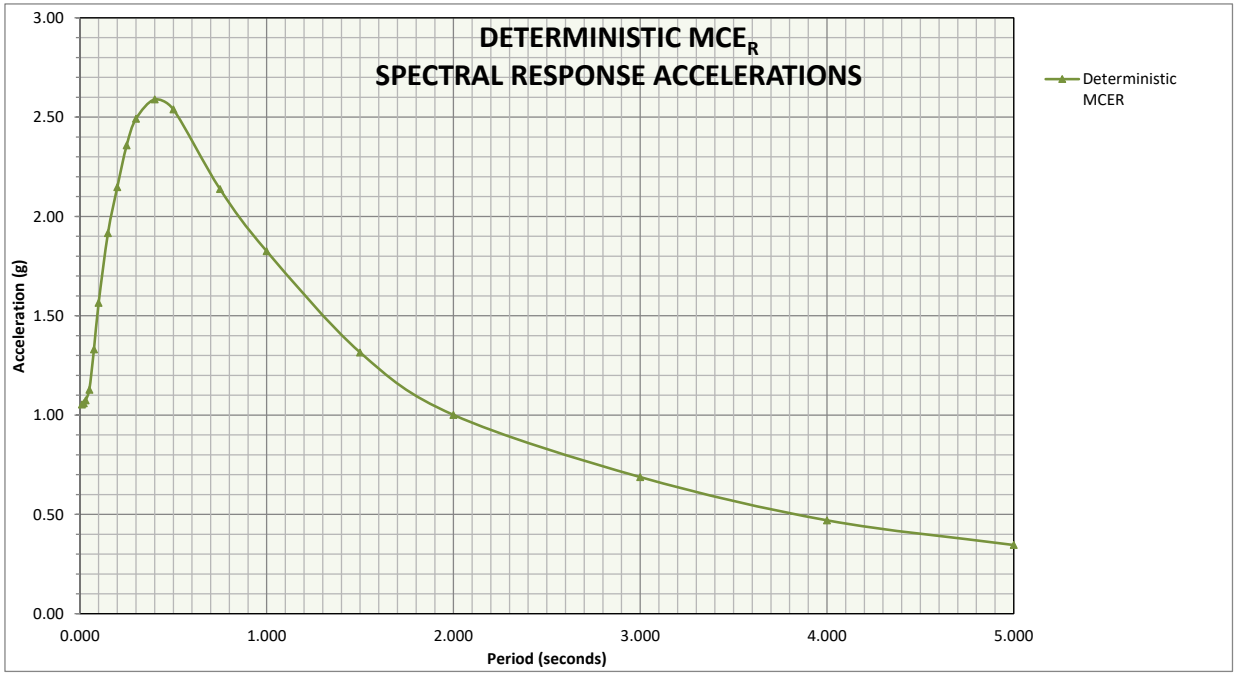
Period	Deterministic PSa Median + 1.σ for 5% Damping	Max Directional Scale Factor[2]	Deterministic MCE	Section 21.2.2 Scaling Factor Applied
0.010	0.884	1.19	1.053	1.053
0.020	0.890	1.19	1.060	1.060
0.030	0.902	1.19	1.074	1.074
0.050	0.948	1.19	1.128	1.128
0.075	1.118	1.19	1.331	1.331
0.100	1.315	1.19	1.565	1.565
0.150	1.596	1.20	1.916	1.916
0.200	1.789	1.20	2.147	2.147
0.250	1.948	1.21	2.357	2.357
0.300	2.042	1.22	2.491	2.491
0.400	2.105	1.23	2.589	2.589
0.500	2.064	1.23	2.539	2.539
0.750	1.724	1.24	2.137	2.137
1.000	1.472	1.24	1.825	1.825
1.500	1.061	1.24	1.315	1.315
2.000	0.807	1.24	1.001	1.001
3.000	0.550	1.25	0.688	0.688
4.000	0.376	1.25	0.470	0.470
5.000	0.274	1.26	0.346	0.346

Project No: 63878.1

Is Determinstic $Sa_{(max)}$<1.5*Fa?	NO
Section 21.2.2 Scaling Factor:	N/A
Deterministic PGA:	0.884
Is Deterministic PGA >=F_{PGA}*0.5?	YES

[1] NGAWest 2 GMPE worksheet and Uniform California Earthquake Rupture Forecast, Version 3 (UCERF3) - Time Dependent Model

[2] Shahi-Baker RotD100/RotD50 Factors (2014)



SITE SPECIFIC SPECTRA

Period	Probabilistic MCE	Deterministic MCE	Site-Specific MCE	Design Response Spectrum (Sa)
0.010	1.216	1.053	1.053	0.702
0.100	2.040	1.565	1.565	1.043
0.200	2.683	2.147	2.147	1.431
0.300	3.055	2.491	2.491	1.661
0.500	3.042	2.539	2.539	1.693
0.750	2.572	2.137	2.137	1.425
1.000	2.217	1.825	1.825	1.216
2.000	1.344	1.001	1.001	0.667
3.000	0.960	0.688	0.688	0.458
4.000	0.714	0.470	0.470	0.313
5.000	0.553	0.346	0.346	0.230

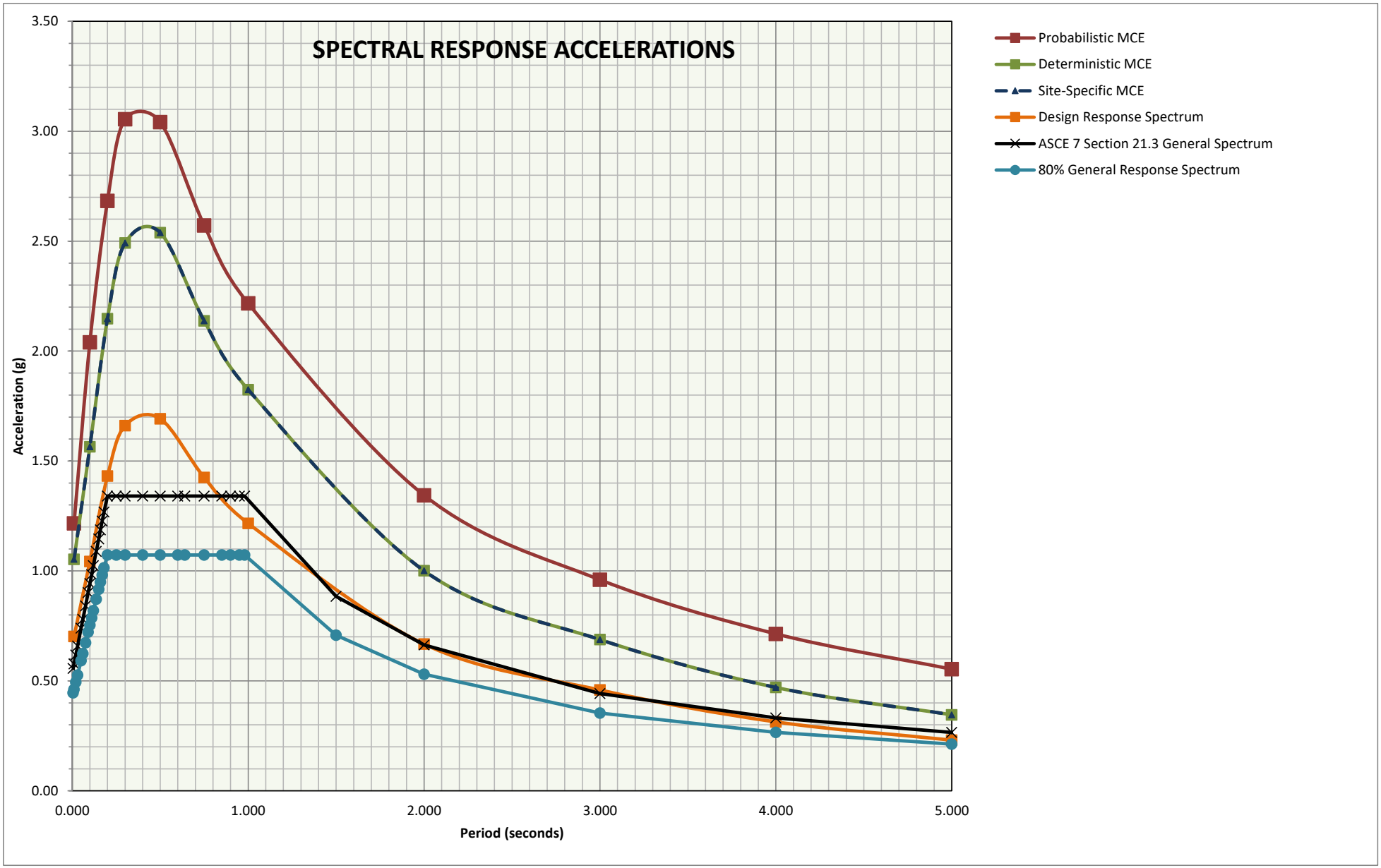
ASCE 7-16: Section 21.4
Site Specific

	Calculated Value	Design Value
SDS:	1.523	1.523
SD1:	1.375	1.375
SMS:	2.285	2.285
SM1:	2.063	2.063
Site Specific PGAm:	0.884	0.884
Site Class:	D measured	

Seismic Design Category - Short* E
Seismic Design Category - 1s* E
* Risk Categories I, II, or III

Period	ASCE 7 SECTION 21.3 General Spectrum	80% General Response Spectrum
0.005	0.557	0.445
0.010	0.577	0.462
0.020	0.618	0.494
0.030	0.658	0.527
0.050	0.739	0.592
0.060	0.780	0.624
0.075	0.841	0.673
0.090	0.902	0.722
0.100	0.943	0.754
0.110	0.983	0.787
0.120	1.024	0.819
0.136	1.089	0.871
0.150	1.146	0.917
0.160	1.187	0.949
0.170	1.227	0.982
0.180	1.268	1.014
0.200	1.341	1.073
0.250	1.341	1.073
0.300	1.341	1.073
0.400	1.341	1.073
0.500	1.341	1.073
0.600	1.341	1.073
0.640	1.341	1.073
0.750	1.341	1.073
0.850	1.341	1.073
0.900	1.341	1.073
0.950	1.341	1.073
0.980	1.341	1.073
1.500	0.884	0.708
2.000	0.663	0.531
3.000	0.442	0.354
4.000	0.332	0.265
5.000	0.265	0.212

Project No: 63878.1



Project No: 63878.1

California Street and Redlands Boulevard Intersection Improvement

NOISE IMPACT ANALYSIS

CITY OF REDLANDS

PREPARED BY:

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(619) 788-1971

APRIL 22, 2024

15092-05_Noise_Study.docx

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LIST OF ABBREVIATED TERMS

(1)	Reference
ADT	Average Daily Traffic
ANSI	American National Standards Institute
Calveno	California Vehicle Noise
CEQA	California Environmental Quality Act
CNEL	Community Noise Equivalent Level
dBA	A-weighted decibels
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
INCE	Institute of Noise Control Engineering
L_{eq}	Equivalent continuous (average) sound level
mph	Miles per hour
OPR	Office of Planning and Research
PPV	Peak particle velocity
Project	California Street and Redlands Boulevard Intersection Improvement
REMEL	Reference Energy Mean Emission Level
RMS	Root-mean-square
VdB	Vibration Decibels

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EXECUTIVE SUMMARY

Urban Crossroads, Inc. has prepared this noise study to determine the noise exposure and the necessary noise reduction measures for the proposed California Street and Redlands Boulevard Intersection Improvement ("Project"). The Project site is located at the intersection of California Street and Redlands Boulevard in the City of Redlands. The Project consists of an intersection widening project. This study has been prepared consistent with applicable City of Redlands noise standards, and significance criteria based on guidance provided by Appendix G of the California Environmental Quality Act (CEQA) Guidelines. (1)

OFF-SITE TRAFFIC NOISE

The Project will not generate any new trips. As such, the Project does not have the potential to generate increases in off-site traffic noise in the Project area and no impact would occur.

OPERATIONAL NOISE

The Project does not contain any new stationary noise sources. As such, the Project does not have the potential to generate increases in ambient noise from these sources in the Project area and no impact would occur.

AIRCRAFT/AIRPORT NOISE

The Project site is not located within an airport land use plan or within 2 miles of a public airport, or within the vicinity of a private airstrip. Therefore, the Project would not result in potential noise impacts for people residing or working at the Project site. As such, the Project does not have the potential to expose people residing or working in the Project area to excessive noise levels and no impact would occur. No further analysis of CEQA Guideline C is required.

CONSTRUCTION NOISE

On-site construction noise represents a short-term increase in the ambient noise levels associated with the construction of the Project near local receivers. Construction-related noise impacts are expected to create temporary and intermittent high-level noise conditions at receivers surrounding the Project site when certain activities occur at the Project site boundary. Using sample reference noise levels to represent the planned construction activities of California Street and Redlands Boulevard Intersection Improvement site, this analysis estimates the Project-related construction noise levels at nearby sensitive receiver locations. Since the City of Redlands General Plan and Municipal Codes do not identify specific construction noise level limits, this analysis relies on the 85 dBA L_{eq} threshold identified by the National Institute for Occupational Safety and Health (NIOSH) to quantify and determine potential construction noise level impacts. This analysis shows that the Project-related short-term construction noise levels are estimated to range from 65.3 to 69.9 dBA L_{eq} and will satisfy the 85 dBA L_{eq} threshold identified by the National Institute for Occupational Safety and Health (NIOSH). (2) Therefore,

the noise level impacts at the nearby sensitive receiver locations are considered *less than significant*.

CONSTRUCTION VIBRATION

Construction activity can result in varying degrees of ground vibration, depending on the equipment and methods used, distance to the affected structures and soil type. It is expected that ground-borne vibration from Project construction activities would cause only intermittent, localized intrusion. Ground-borne vibration levels resulting from typical construction activities occurring within the Project site were estimated by data published by the Federal Transit Administration (FTA). At the nearest receivers Project construction vibration velocity levels are estimated to range up to 0.01 PPV (in/sec). Based on maximum acceptable vibration threshold of 0.04 PPV (in/sec), the typical Project construction vibration levels will comply with City of Redlands thresholds at all receiver locations and vibration impacts would be *less than significant*.

SUMMARY OF CEQA SIGNIFICANCE FINDINGS

The results of this California Street and Redlands Boulevard Intersection Improvement Noise Impact Analysis are summarized below based on the significance criteria in Section 4 of this report consistent with Appendix G of the California Environmental Quality Act (CEQA) Guidelines.

Table ES-1 shows the findings of significance for each potential noise and/or vibration impact under CEQA before and after any required mitigation measures described below.

ES-1: SUMMARY OF CEQA SIGNIFICANCE FINDINGS

Analysis	Report Section	Significance Findings	
		Unmitigated	Mitigated
Off-Site Noise	4	*Less Than Significant*	-
Operational Noise	4	*Less Than Significant*	-
Aircraft/Airport Noise	4	*Less Than Significant*	-
Construction Noise	6	*Less Than Significant*	-
Construction Vibration		*Less Than Significant*	-

1 INTRODUCTION

This noise analysis has been completed to determine the noise impacts associated with the development of the proposed California Street and Redlands Boulevard Intersection Improvement ("Project"). This noise study briefly describes the proposed Project, provides information regarding noise fundamentals, sets out the regulatory setting, presents the study methods, and evaluates the potential for short-term and long-term noise impacts due to Project construction and operation.

1.1 SITE LOCATION

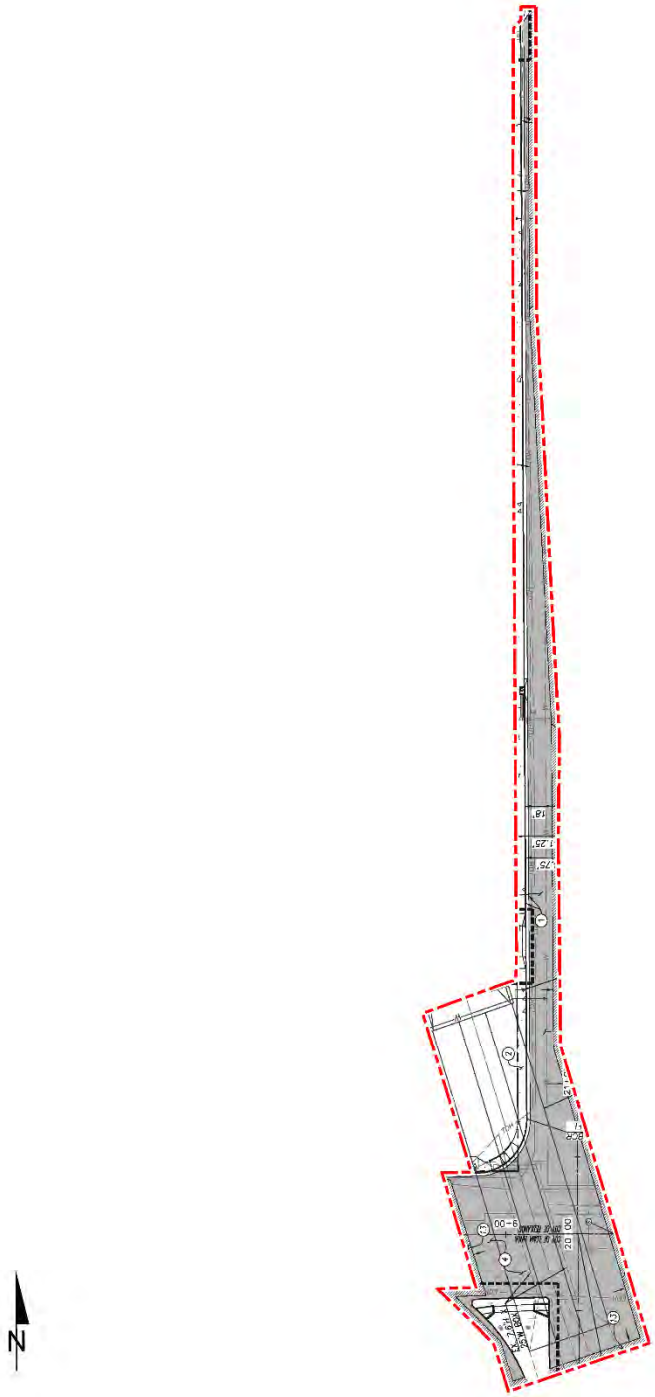
The proposed Project site is located at the intersection of California Street and Redlands Boulevard in City of Redlands, as shown on Exhibit 1-A. The Project site is approximately 5.2 miles south from San Bernardino International Airport.

1.2 PROJECT DESCRIPTION

The Project proposes to construct an intersection widening at the existing intersection, as shown in Exhibit 1-B.

EXHIBIT 1-A: LOCATION MAP

EXHIBIT 1-B: SITE PLAN



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2 FUNDAMENTALS

Noise is simply defined as "unwanted sound." Sound becomes unwanted when it interferes with normal activities, when it causes actual physical harm or when it has adverse effects on health. Noise is measured on a logarithmic scale of sound pressure level known as a decibel (dB). A-weighted decibels (dBA) approximate the subjective response of the human ear to broad frequency noise source by discriminating against very low and very high frequencies of the audible spectrum. They are adjusted to reflect only those frequencies which are audible to the human ear. Exhibit 2-A presents a summary of the typical noise levels and their subjective loudness and effects that are described in more detail below.

EXHIBIT 2-A: TYPICAL NOISE LEVELS

COMMON OUTDOOR ACTIVITIES	COMMON INDOOR ACTIVITIES	A - WEIGHTED SOUND LEVEL dBA	SUBJECTIVE LOUDNESS	EFFECTS OF NOISE
THRESHOLD OF PAIN		140	INTOLERABLE OR DEAFENING	HEARING LOSS
NEAR JET ENGINE		130		
		120		
JET FLY-OVER AT 300m (1000 ft)	ROCK BAND	110		
LOUD AUTO HORN		100	VERY NOISY	
GAS LAWN MOWER AT 1m (3 ft)		90		
DIESEL TRUCK AT 15m (50 ft), at 80 km/hr (50 mph)	FOOD BLENDER AT 1m (3 ft)	80		SPEECH INTERFERENCE
NOISY URBAN AREA, DAYTIME	VACUUM CLEANER AT 3m (10 ft)	70	LOUD	
HEAVY TRAFFIC AT 90m (300 ft)	NORMAL SPEECH AT 1m (3 ft)	60		
QUIET URBAN DAYTIME	LARGE BUSINESS OFFICE	50	MODERATE	SLEEP DISTURBANCE
QUIET URBAN NIGHTTIME	THEATER, LARGE CONFERENCE ROOM (BACKGROUND)	40		
QUIET SUBURBAN NIGHTTIME	LIBRARY	30	FAINT	NO EFFECT
QUIET RURAL NIGHTTIME	BEDROOM AT NIGHT, CONCERT HALL (BACKGROUND)	20		
	BROADCAST/RECORDING STUDIO	10	VERY FAINT	
LOWEST THRESHOLD OF HUMAN HEARING	LOWEST THRESHOLD OF HUMAN HEARING	0		

Source: Environmental Protection Agency Office of Noise Abatement and Control, Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety (EPA/ONAC 550/9-74-004) March 1974.

2.1 RANGE OF NOISE

Since the range of intensities that the human ear can detect is so large, the scale frequently used to measure intensity is a scale based on multiples of 10, the logarithmic scale. The scale for measuring intensity is the decibel scale. Each interval of 10 decibels indicates a sound energy ten times greater than before, which is perceived by the human ear as being roughly twice as loud. (3) The most common sounds vary between 40 dBA (very quiet) to 100 dBA (very loud). Normal conversation at three feet is roughly at 60 dBA, while loud jet engine noises equate to 110 dBA

at approximately 100 feet, which can cause serious discomfort. (4) Another important aspect of noise is the duration of the sound and the way it is described and distributed in time.

2.2 NOISE DESCRIPTORS

Environmental noise descriptors are generally based on averages, rather than instantaneous, noise levels. The most used figure is the equivalent level (L_{eq}). Equivalent sound levels are not measured directly but are calculated from sound pressure levels typically measured in A-weighted decibels (dBA). The equivalent sound level (L_{eq}) represents a steady state sound level containing the same total energy as a time varying signal over a given sample period (typically one hour) and is commonly used to describe the "energy average" noise levels within the environment.

Peak hour or equivalent noise levels, while useful, do not completely describe a given noise environment. Noise levels lower than peak hour may be disturbing if they occur during times when quiet is most desirable, namely evening and nighttime (sleeping) hours. To account for this, the Community Noise Equivalent Level (CNEL), representing a composite 24-hour noise level is utilized. The CNEL is the weighted average of the intensity of a sound, with corrections for time of day, and averaged over 24 hours. The time-of-day corrections require the addition of 5 decibels to dBA L_{eq} sound levels in the evening from 7:00 p.m. to 10:00 p.m., and the addition of 10 decibels to dBA L_{eq} sound levels at night between 10:00 p.m. and 7:00 a.m. These additions are made to account for the noise sensitive time periods during the evening and night hours when sound appears louder. CNEL does not represent the actual sound level heard at any time, but rather represents the total sound exposure. The City of Redlands relies on the 24-hour CNEL level to assess land use compatibility with transportation related noise sources.

2.3 SOUND PROPAGATION

When sound propagates over a distance, it changes in level and frequency content. Based on guidance from the U.S. Department of Transportation, Federal Highway Administration (FHWA), Office of Environment and Planning, Noise and Air Quality Branch, the way noise reduces with distance depends on the following factors.

2.3.1 GEOMETRIC SPREADING

Sound from a localized source (i.e., a stationary point source) propagates uniformly outward in a spherical pattern. The sound level attenuates (or decreases) at a rate of 6 dB for each doubling of distance from a point source. Highways consist of several localized noise sources on a defined path and hence can be treated as a line source, which approximates the effect of several point sources. Noise from a line source propagates outward in a cylindrical pattern, often referred to as cylindrical spreading. Sound levels attenuate at a rate of 3 dB for each doubling of distance from a line source. (3)

2.3.2 GROUND ABSORPTION

The propagation path of noise from a highway to a receiver is usually very close to the ground. Noise attenuation from ground absorption and reflective wave canceling adds to the attenuation associated with geometric spreading. Traditionally, the excess attenuation has also been expressed in terms of attenuation per doubling of distance. This approximation is usually sufficiently accurate for distances of less than 200 ft. For acoustically hard sites (i.e., sites with a reflective surface between the source and the receiver, such as a parking lot or body of water), no excess ground attenuation is assumed. For acoustically absorptive or soft sites (i.e., those sites with an absorptive ground surface between the source and the receiver such as soft dirt, grass, or scattered bushes and trees), an excess ground attenuation value of 1.5 dB per doubling of distance is normally assumed. When added to the cylindrical spreading, the excess ground attenuation results in an overall drop-off rate of 4.5 dB per doubling of distance from a line source. (5)

2.3.3 ATMOSPHERIC EFFECTS

Receivers located downwind from a source can be exposed to increased noise levels relative to calm conditions, whereas locations upwind can have lowered noise levels. Sound levels can be increased at large distances (e.g., more than 500 feet) due to atmospheric temperature inversion (i.e., increasing temperature with elevation). Other factors such as air temperature, humidity, and turbulence can also have significant effects. (3)

2.3.4 SHIELDING

A large object or barrier in the path between a noise source and a receiver can substantially attenuate noise levels at the receiver. The amount of attenuation provided by shielding depends on the size of the object and the frequency content of the noise source. Shielding by trees and other such vegetation typically only has an “out of sight, out of mind” effect. That is, the perception of noise impact tends to decrease when vegetation blocks the line-of-sight to nearby residents. However, for vegetation to provide a substantial, or even noticeable, noise reduction, the vegetation area must be at least 15 feet in height, 100 feet wide and dense enough to completely obstruct the line-of sight between the source and the receiver. This size of vegetation may provide up to 5 dBA of noise reduction. The Federal Highway Administration (FHWA) does not consider the planting of vegetation to be a noise abatement measure. (5)

2.3.5 REFLECTION

Field studies conducted by the FHWA have shown that the reflection from barriers and buildings does not substantially increase noise levels. (5) If all the noise striking a structure was reflected back to a given receiving point, the increase would be theoretically limited to 3 dBA. Further, not all the acoustical energy is reflected back to same point. Some of the energy would go over the structure, some is reflected to points other than the given receiving point, some is scattered by ground coverings (e.g., grass and other plants), and some is blocked by intervening structures and/or obstacles (e.g., the noise source itself). Additionally, some of the reflected energy is lost due to the longer path that the noise must travel. FHWA measurements made to quantify

reflective increases in traffic noise have not shown an increase of greater than 1-2 dBA; an increase that is not perceptible to the average human ear.

2.4 NOISE CONTROL

Noise control is the process of obtaining an acceptable noise environment for an observation point or receiver by controlling the noise source, transmission path, receiver, or all three. This concept is known as the source-path-receiver concept. In general, noise control measures can be applied to these three elements.

2.5 NOISE BARRIER ATTENUATION

Effective noise barriers can reduce noise levels by up to 10 to 15 dBA, cutting the loudness of traffic noise in half. A noise barrier is most effective when placed close to the noise source or receiver. Noise barriers, however, do have limitations. For a noise barrier to work, it must be high enough and long enough to block the path of the noise source. (5)

2.6 LAND USE COMPATIBILITY WITH NOISE

Some land uses are more tolerant of noise than others. For example, schools, hospitals, churches, and residences are more sensitive to noise intrusion than are commercial or industrial developments and related activities. As ambient noise levels affect the perceived amenity or livability of a development, so too can the mismanagement of noise impacts impair the economic health and growth potential of a community by reducing the area's desirability as a place to live, shop and work. For this reason, land use compatibility with the noise environment is an important consideration in the planning and design process. The FHWA encourages State and Local government to regulate land development in such a way that noise-sensitive land uses are either prohibited from being located adjacent to a highway, or that the developments are planned, designed, and constructed in such a way that noise impacts are minimized. (6)

2.7 COMMUNITY RESPONSE TO NOISE

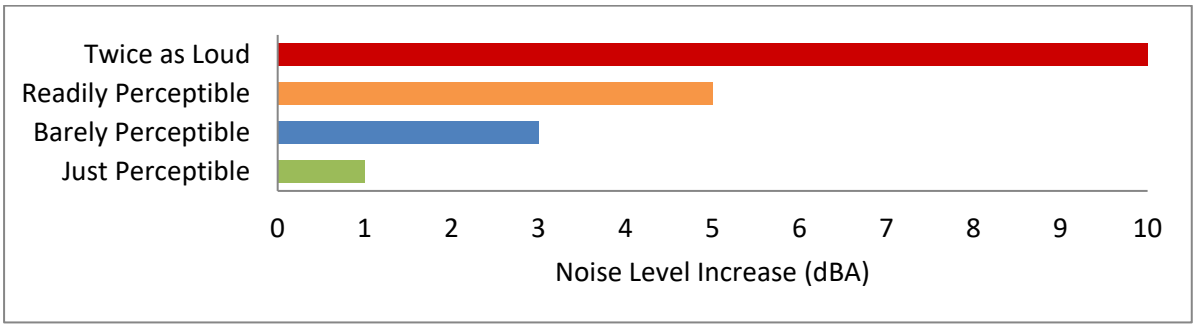
Community responses to noise varies depending upon everyone's susceptibility to noise and personal attitudes about noise. Several factors are related to the level of community annoyance including:

- Fear associated with noise producing activities.
- Socio-economic status and educational level.
- Perception that those affected are being unfairly treated.
- Attitudes regarding the usefulness of the noise-producing activity.
- Belief that the noise source can be controlled.

Approximately ten percent of the population has a very low tolerance for noise and will object to any noise not of their making. Consequently, even in the quietest environment, some complaints will occur. Twenty-five percent of the population will not complain even in very severe noise environments. Thus, a variety of reactions can be expected from people exposed to any given noise environment. (7) Surveys have shown that about ten percent of the people exposed to

traffic noise of 60 dBA will report being highly annoyed with the noise, and each increase of one dBA is associated with approximately two percent more people being highly annoyed. When traffic noise exceeds 60 dBA or aircraft noise exceeds 55 dBA, people may begin to complain. (7) Despite this variability in behavior on an individual level, the population can be expected to exhibit the following responses to changes in noise levels as shown on Exhibit 2-B. A change of 3 dBA is considered *barely perceptible*, and changes of 5 dBA are considered *readily perceptible*. (5)

EXHIBIT 2-B: NOISE LEVEL INCREASE PERCEPTION



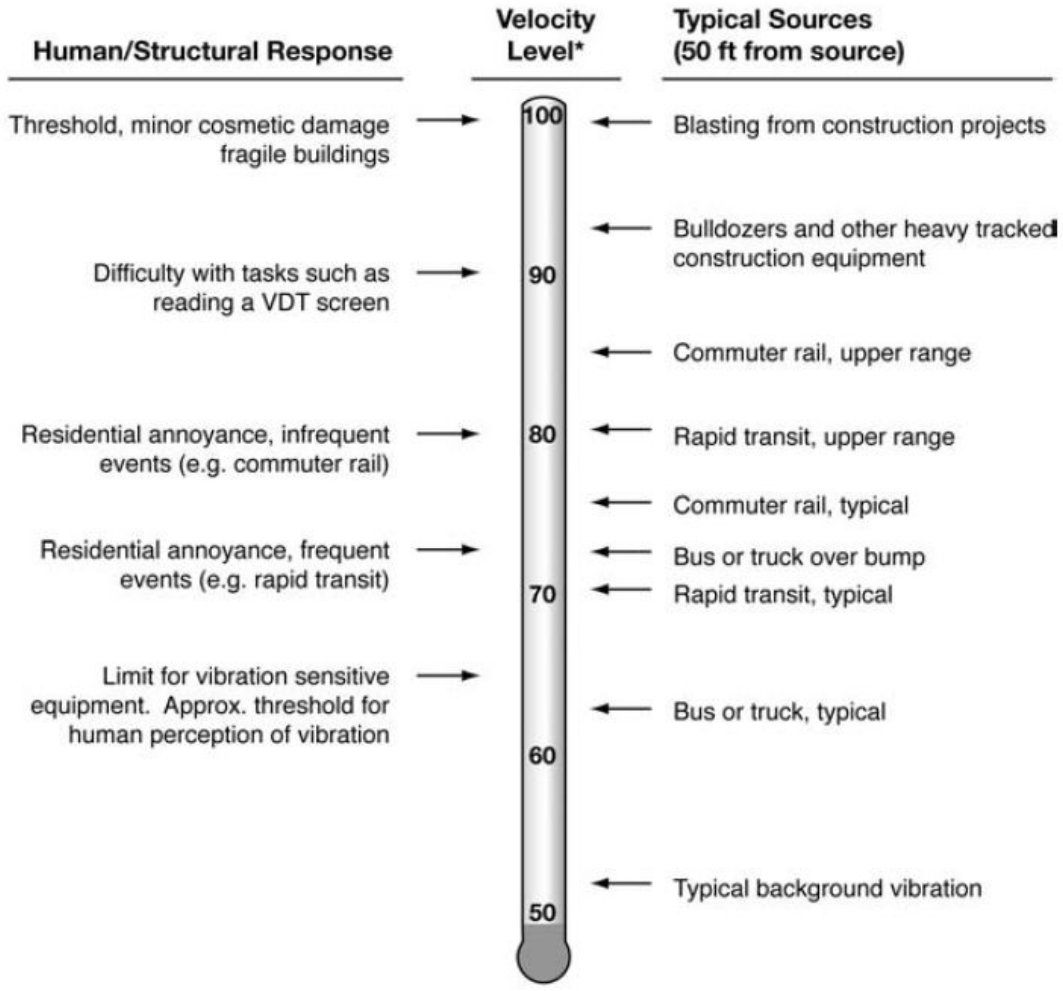
2.8 VIBRATION

Per the Federal Transit Administration (FTA) *Transit Noise and Vibration Impact Assessment Manual* (8), vibration is the periodic oscillation of a medium or object. The rumbling sound caused by the vibration of room surfaces is called structure-borne noise. Sources of ground-borne vibrations include natural phenomena (e.g., earthquakes, volcanic eruptions, sea waves, landslides) or human-made causes (e.g., explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous, such as factory machinery, or transient, such as explosions. As is the case with airborne sound, ground-borne vibrations may be described by amplitude and frequency.

There are several different methods that are used to quantify vibration. The peak particle velocity (PPV) is defined as the maximum instantaneous peak of the vibration signal. The PPV is most frequently used to describe vibration impacts to buildings but is not always suitable for evaluating human response (annoyance) because it takes some time for the human body to respond to vibration signals. Instead, the human body responds to average vibration amplitude often described as the root mean square (RMS). The RMS amplitude is defined as the average of the squared amplitude of the signal and is most frequently used to describe the effect of vibration on the human body. Decibel notation (VdB) is commonly used to measure RMS. Decibel notation (VdB) serves to reduce the range of numbers used to describe human response to vibration. Typically, ground-borne vibration generated by man-made activities attenuates rapidly with distance from the source of the vibration. Sensitive receivers for vibration include structures (especially older masonry structures), people (especially residents, the elderly, and sick), and vibration-sensitive equipment and/or activities.

The background vibration-velocity level in residential areas is generally 50 VdB. Ground-borne vibration is normally perceptible to humans at approximately 65 VdB. For most people, a vibration-velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels. Typical outdoor sources of perceptible ground-borne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the ground-borne vibration is rarely perceptible. The range of interest is from approximately 50 VdB, which is the typical background vibration-velocity level, to 100 VdB, which is the general threshold where minor damage can occur in fragile buildings. Exhibit 2-C illustrates common vibration sources and the human and structural response to ground-borne vibration.

EXHIBIT 2-C: TYPICAL LEVELS OF GROUND-BORNE VIBRATION



** RMS Vibration Velocity Level in VdB relative to 10^{-6} inches/second*

Source: Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual.

3 REGULATORY SETTING

To limit population exposure to physically and/or psychologically damaging as well as intrusive noise levels, the federal government, the State of California, various county governments, and most municipalities in the state have established standards and ordinances to control noise. In most areas, automobile and truck traffic is the major source of environmental noise. Traffic activity generally produces an average sound level that remains constant with time. Air and rail traffic, and commercial and industrial activities are also major sources of noise in some areas. Federal, state, and local agencies regulate different aspects of environmental noise. Federal and state agencies generally set noise standards for mobile sources such as aircraft and motor vehicles, while regulation of stationary sources is left to local agencies.

3.1 STATE OF CALIFORNIA NOISE REQUIREMENTS

The State of California regulates freeway noise, sets standards for sound transmission, provides occupational noise control criteria, identifies noise standards, and provides guidance for local land use compatibility. State law requires that each county and city adopt a General Plan that includes a Noise Element which is to be prepared per guidelines adopted by the Governor's Office of Planning and Research (OPR). (9) The purpose of the Noise Element is to *limit the exposure of the community to excessive noise levels*. In addition, the California Environmental Quality Act (CEQA) requires that all known environmental effects of a project be analyzed, including environmental noise impacts.

3.2 CITY OF REDLANDS GENERAL PLAN SAFETY ELEMENT

The City of Redlands has adopted a Noise Element of the General to control and abate environmental noise, and to protect the citizens of the City of Redlands from excessive exposure to noise. (10) The Noise Element specifies the maximum allowable exterior noise levels for new developments impacted by transportation noise sources such as arterial roads, freeways, airports and railroads. In addition, the Noise Element identifies several polices to minimize the impacts of excessive noise levels throughout the community and establishes noise level requirements for all land uses.

3.3 CONSTRUCTION NOISE STANDARDS

To analyze noise impacts originating from the construction of California Street and Redlands Boulevard Intersection Improvement Project, noise from construction activities is typically limited to the hours of operation established under a jurisdiction's Municipal Code. Section 8.06.090(F) the City of Redlands Municipal Code, provided in Appendix 3.1, indicates that construction activity is considered exempt from the noise level standards between the hours of 7:00 a.m. to 6:00 p.m. Monday to Saturdays; with no activity allowed on Sundays or holidays. (11) However, neither the City of Redlands General Plan and Municipal Codes establish numeric maximum acceptable construction source noise levels at potentially affected receivers, which would allow for a quantified determination of what CEQA constitutes a *substantial temporary or*

periodic noise increase. Therefore, the following construction noise level threshold is used in this noise study.

To evaluate whether the Project will generate potentially significant construction noise levels at off-site sensitive receiver locations, a construction-related noise level threshold is adopted from the *Criteria for Recommended Standard: Occupational Noise Exposure* prepared by the National Institute for Occupational Safety and Health (NIOSH). (2) A division of the U.S. Department of Health and Human Services, NIOSH identifies a noise level threshold based on the duration of exposure to the source. The construction-related noise level threshold starts at 85 dBA for more than eight hours per day, and for every 3 dBA increase, the exposure time is cut in half. This results in noise level thresholds of 88 dBA for more than four hours per day, 92 dBA for more than one hour per day, 96 dBA for more than 30 minutes per day, and up to 100 dBA for more than 15 minutes per day. (2) For the purposes of this analysis, the lowest, more conservative construction noise level threshold of 85 dBA L_{eq} is used as an acceptable threshold for construction noise at the nearby sensitive receiver locations. Since this construction-related noise level threshold represents the energy average of the noise source over a given time, they are expressed as L_{eq} noise levels. Therefore, the noise level threshold of 85 dBA L_{eq} over a period of eight hours or more is used to evaluate the potential Project-related construction noise level impacts at the nearby sensitive receiver locations.

The 85 dBA L_{eq} threshold is also consistent with the FTA *Transit Noise and Vibration Impact Assessment* criteria for construction noise which identifies an hourly construction noise level threshold of 90 dBA L_{eq} during daytime hours, and 80 dBA L_{eq} during nighttime hours for construction for general assessment at noise-sensitive uses (e.g., residential, medical/hospital, school, etc.). (12) Detailed assessment, according to the FTA, identifies an 8-hour dBA L_{eq} noise level threshold specific to noise-sensitive uses of 80 dBA L_{eq}. Therefore, the Noise Study relies on the NIOSH 85 dBA L_{eq} threshold, consistent with FTA general and detailed assessment criteria for noise-sensitive uses and represents an appropriate threshold for construction noise analysis.

3.4 CONSTRUCTION VIBRATION STANDARDS

The City of Redlands Municipal Code, Section 8.06.020, defines the vibration perception threshold as 0.01 inches per second (in/sec) RMS. Based on FTA methodology, an RMS of 0.01 in/sec equates to 0.04 in/sec PPV.

4 SIGNIFICANCE CRITERIA

The following significance criteria are based on currently adopted guidance provided by Appendix G of the California Environmental Quality Act (CEQA) Guidelines. (1) For the purposes of this report, impacts would be potentially significant if the Project results in or causes:

A. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

B. Generation of excessive ground-borne vibration or ground-borne noise levels?

C. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

While the City of Redlands General Plan Guidelines provide direction on noise compatibility and establish noise standards by land use type that are sufficient to assess the significance of noise impacts, they do not define the levels at which increases are considered substantial for use under Guideline A. CEQA Appendix G Guideline C applies to nearby public and private airports, if any, and the Project's land use compatibility.

4.1 NOISE-SENSITIVE RECEIVERS

Noise level increases resulting from the Project are evaluated based on the Appendix G CEQA Guidelines described above at the closest sensitive receiver locations. Under CEQA, consideration must be given to the magnitude of the increase, the existing ambient noise levels, and the location of noise-sensitive receivers to determine if a noise increase represents a significant adverse environmental impact. This approach recognizes *that there is no single noise increase that renders the noise impact significant.* (13) This is primarily because of the wide variation in individual thresholds of annoyance and differing individual experiences with noise. Thus, an important way of determining a person's subjective reaction to a new noise is the comparison of it to the existing environment to which one has adapted—the so-called *ambient* environment.

In general, the more a new noise exceeds the previously existing ambient noise level, the less acceptable the new noise will typically be judged. The Federal Interagency Committee on Noise (FICON) (14) developed guidance to be used for the assessment of project-generated increases in noise levels that consider the ambient noise level. The FICON recommendations are based on studies that relate aircraft noise levels to the percentage of persons highly annoyed by aircraft noise. Although the FICON recommendations were specifically developed to assess aircraft noise impacts, these recommendations are often used in environmental noise impact assessments involving the use of cumulative noise exposure metrics, such as the average-daily noise level (i.e., CNEL) or median noise level (L_{50}).

As previously stated, the approach used in this noise study recognizes *that there is no single noise increase that renders the noise impact significant*, based on a 2008 California Court of Appeal

ruling on Gray v. County of Madera. (13) For example, if the ambient noise environment is quiet (<60 dBA) and the new noise source greatly increases the noise levels, an impact may occur if the noise criteria may be exceeded. Therefore, for this analysis, a 5 dBA or greater project-related noise level increase from long-term noise sources is considered a significant impact when the noise criteria for a given land use is exceeded. Per the FICON, in areas where the without project noise levels range from 60 to 65 dBA, a 3 dBA *barely perceptible* noise level increase appears to be appropriate for most people. When the without project noise levels already exceed 65 dBA, an increase in community noise louder than 1.5 dBA or greater is considered a significant impact if the noise criteria for a given land use is exceeded, since it likely contributes to an existing noise exposure exceedance. Table 4-1 below provides a summary of the potential noise impact significance criteria, based on guidance from FICON.

TABLE 4-1: SIGNIFICANCE OF NOISE IMPACTS AT NOISE-SENSITIVE RECEIVERS

Without Project Noise Level	Potential Significant Impact
< 60 dBA	5 dBA or more
60 - 65 dBA	3 dBA or more
> 65 dBA	1.5 dBA or more

Federal Interagency Committee on Noise (FICON), 1992.

4.2 SIGNIFICANCE CRITERIA SUMMARY

Noise impacts shall be considered significant if any of the following occur as a direct result of the proposed development. Table 4-2 shows the significance criteria summary matrix.

OFF-SITE TRAFFIC NOISE

- The Project will not generate any new trips. As such, the Project does not have the potential to generate increases in off-site traffic noise in the Project area and no impact would occur. No further analysis of this issue is required.

OPERATIONAL NOISE

- The Project does not contain any new stationary noise sources. As such, the Project does not have the potential to generate increases in ambient noise from these sources in the Project area and no impact would occur. No further analysis of this issue is required.

CONSTRUCTION NOISE AND VIBRATION

- If Project-related construction activities:
    1. occur at any time other than the permitted hours of 7:00 a.m. to 6:00 p.m. Monday to Saturdays; with no activity allowed on Sundays or holidays (City of Redlands Municipal Code, Section 8.06.090(F)); or
    2. create noise levels which exceed the 85 dBA L_{eq} acceptable noise level threshold at the nearby sensitive receiver locations (NIOSH, Criteria for Recommended Standard: Occupational Noise Exposure).

- If short-term Project generated construction vibration levels exceed the City of Redlands acceptable vibration standard of 0.01 in/sec RMS (0.04 in/sec PPV) at sensitive receiver locations (City of Redlands Municipal Code, Section 8.06.020).

AIRCRAFT/AIRPORT NOISE

The Project site is not located within an airport land use plan or within 2 miles of a public airport, or within the vicinity of a private airstrip. Therefore, the Project would not result in potential noise impacts for people residing or working at the Project site. As such, the Project does not have the potential to expose people residing or working in the Project area to excessive noise levels and no impact would occur. No further analysis of CEQA Guideline C is required.

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5 SENSITIVE RECEIVER LOCATIONS

To assess the potential for long-term operational and short-term construction noise impacts, the following sensitive receiver locations, as shown on Exhibit 5-A, were identified as representative locations for analysis. Sensitive receivers are generally defined as locations where people reside or where the presence of unwanted sound could otherwise adversely affect the use of the land. Noise-sensitive land uses are generally considered to include schools, hospitals, single-family dwellings, mobile home parks, churches, libraries, and recreation areas. Moderately noise-sensitive land uses typically include multi-family dwellings, hotels, motels, dormitories, out-patient clinics, cemeteries, golf courses, country clubs, athletic/tennis clubs, and equestrian clubs. Land uses that are considered relatively insensitive to noise include business, commercial, and professional developments. Land uses that are typically not affected by noise include: industrial, manufacturing, utilities, agriculture, undeveloped land, parking lots, warehousing, liquid and solid waste facilities, salvage yards, and transit terminals.

To describe the potential off-site Project noise levels, eight receiver locations in the vicinity of the Project site were identified. All distances are measured from the Project site boundary to the outdoor living areas (e.g., private backyards) or at the building façade, whichever is closer to the Project site. The selection of receiver locations is based on FHWA guidelines and is consistent with additional guidance provided by Caltrans and the FTA. (3) (15) Other sensitive land uses in the Project study area that are located at greater distances than those identified in this noise study will experience lower noise levels than those presented in this report due to the additional attenuation from distance and the shielding of intervening structures. Distance is measured in a straight line from the project boundary to each receiver location.

R1: Location R1 represents the existing noise sensitive residence at 26448 Redlands Blvd, approximately 126 feet west of the Project site. Since there are no private outdoor living areas (backyards) facing the Project site, receiver R1 is placed at the building façade. A 24-hour noise measurement was taken near this location, L1, to describe the existing ambient noise environment.

R2: Location R2 represents the existing noise sensitive residence at 2061 Redlands Blvd, approximately 210 feet southeast of the Project site. Since there are no private outdoor living areas (backyards) facing the Project site, receiver R2 is placed at the building façade. A 24-hour noise measurement was taken near this location, L2, to describe the existing ambient noise environment.

R3: Location R3 represents the existing noise sensitive Elementary School at 10568 California Street, approximately 222 feet south of the Project site. Receiver R3 is placed at the private outdoor area (backyard) facing the Project site. A 24-hour noise measurement was taken near this location, L3, to describe the existing ambient noise environment.

EXHIBIT 5-A: RECEIVER LOCATIONS

6 CONSTRUCTION IMPACTS

This section analyzes potential impacts resulting from the short-term construction activities associated with the development of the Project. Exhibit 6-A shows the construction noise source locations in relation to the nearby sensitive receiver locations previously described in Section 5.

6.1 CONSTRUCTION NOISE LEVELS

Noise generated by the Project construction equipment will include a combination of trucks, power tools, concrete mixers, and portable generators that when combined can reach high levels. The number and mix of construction equipment are expected to occur in the following stages:

- Demolition
- Site Preparation
- Grading
- Building Construction
- Paving
- Architectural Coating

6.2 CONSTRUCTION REFERENCE NOISE LEVELS

To describe peak construction noise activities, this construction noise analysis was prepared using reference noise level measurements published in the *FHWA Road Construction Nosie Model* (RCNM) (16). The RCNM database provides a conservative source of reference construction noise levels. Table 6-1 provides a summary of the FHWA construction reference noise level measurements expressed in hourly average dBA L_{eq} using the estimated FHWA RCNM usage factors to describe the typical construction activities for each stage of Project construction (16).

EXHIBIT 6-A: CONSTRUCTION ACTIVITY

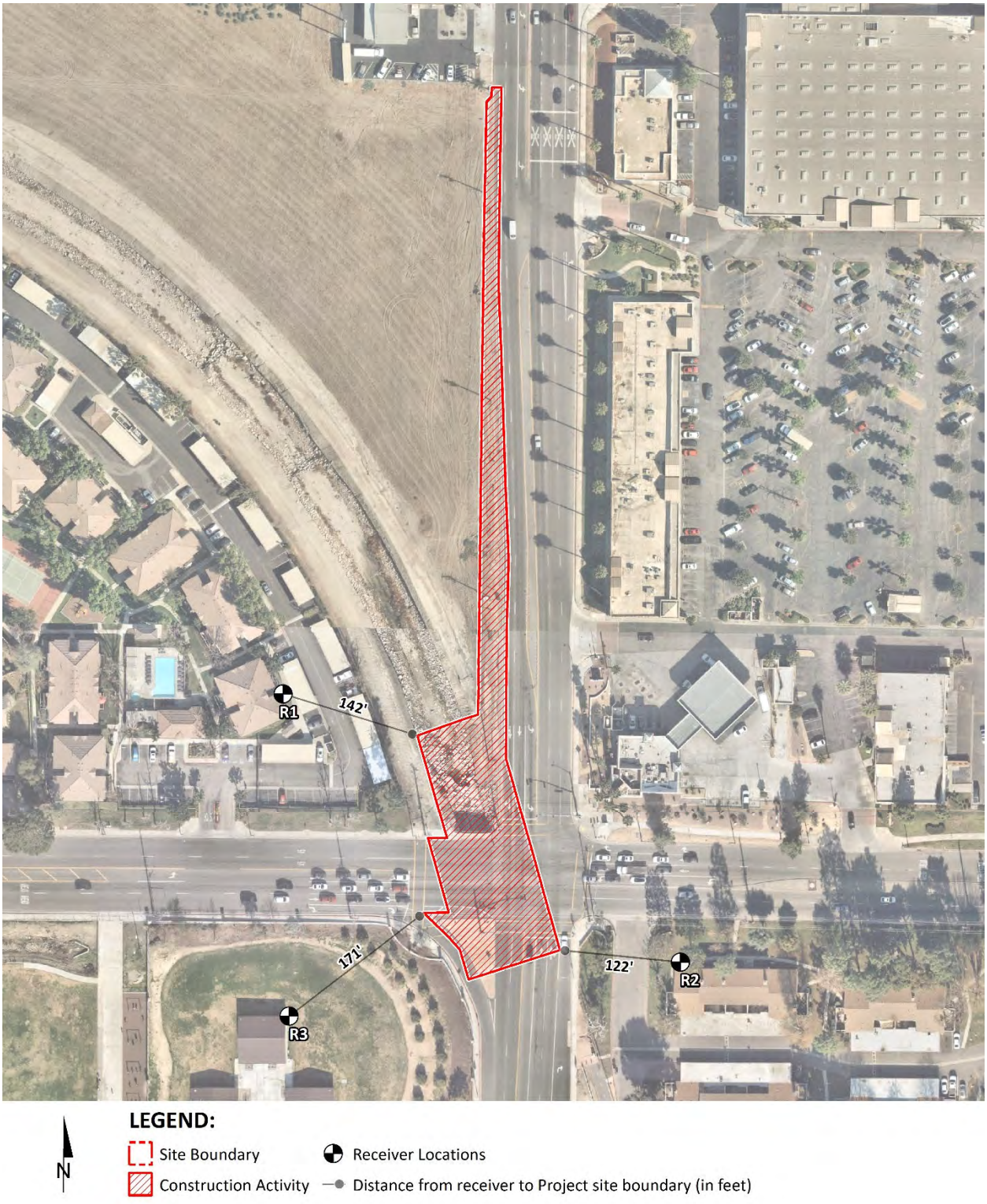

TABLE 6-1: CONSTRUCTION REFERENCE NOISE LEVELS

Construction Stage	Reference Construction Activity[1]	Reference Noise Level @ 50 Feet (dBA L_{eq})	Highest Reference Noise Level (dBA L_{eq})
Demolition	Pavement Scarifier	83.0	87.2
	Concrete Saw	83.0	
	Vacuum Excavator (Vac-truck)	81.0	
Site Preparation	Grader	81.0	84.4
	Tractor	80.0	
	Excavator	77.0	
Grading	Dozer	78.0	80.8
	Front End Loader	75.0	
	Backhoe	74.0	
Roadway Base	Tractor	80.0	82.3
	Compactor (ground)	76.0	
	Front End Loader	75.0	
Paving	Paver	74.0	77.8
	Roller	73.0	
	Dump Truck	72.0	
Striping	Compressor (air)	74.0	75.8
	Pickup Truck	71.0	

[1] Update of noise database for prediction of noise on construction and open site expressed in hourly average L_{eq} based on estimated usage factor.

6.3 CONSTRUCTION NOISE ANALYSIS

Using the reference construction equipment noise levels and the CadnaA noise prediction model, calculations of the Project construction noise level impacts at the nearby sensitive receiver locations were completed. To assess a reasonable worst-case construction scenario and account for the dynamic nature of construction activities, the Project construction noise analysis models the equipment combination with the highest reference level as a moving point source within the construction area (Project site boundary). As shown on Table 6-2, the highest construction noise levels are expected to range from 65.3 to 69.9 dBA L_{eq} at the nearest receiver locations. Appendix 6.1 includes the detailed CadnaA construction noise model inputs.

The construction noise analysis presents a conservative approach with the highest noise-level-producing equipment for each stage of Project construction operating at the closest point from primary construction activity to the nearby sensitive receiver locations. This scenario is unlikely to occur during typical construction activities and likely overstates the construction noise levels which will be experienced at each receiver location.

TABLE 6-2: CONSTRUCTION EQUIPMENT NOISE LEVEL SUMMARY

Receiver Location[1]	Construction Noise Levels (dBA L_{eq})						
	Demolition	Site Preparation	Grading	Building Construction	Paving	Architectural Coating	Highest Levels[2]
1	69.9	67.1	63.5	65.0	60.5	58.5	69.9
2	65.8	63.0	59.4	60.9	56.4	54.4	65.8
3	65.3	62.5	58.9	60.4	55.9	53.9	65.3

[1] Construction noise source and receiver locations are shown on Exhibit 6-A.

[2] Construction noise level calculations based on distance from the project site boundaries (construction activity area) to nearby receiver locations. CadnaA construction noise model inputs are included in Appendix 6.1.

6.4 CONSTRUCTION NOISE LEVEL COMPLIANCE

To evaluate whether the Project will generate potentially significant short-term noise levels at nearest receiver locations, a construction-related daytime noise level threshold of 85 dBA L_{eq} is used as a reasonable threshold to assess the daytime construction noise level impacts. The construction noise analysis shows that the noise levels at the nearest receiver locations will satisfy the reasonable daytime 85 dBA L_{eq} significance threshold during Project construction activities, as shown on Table 6-3. Therefore, the noise impacts due to Project construction noise are considered *less than significant* at all receiver locations.

TABLE 6-3: CONSTRUCTION NOISE LEVEL COMPLIANCE

Receiver Location[1]	Construction Noise Levels (dBA L_{eq})		
	Highest Construction Noise Levels[2]	Threshold[3]	Threshold Exceeded?[4]
R1	69.9	85	No
R2	65.8	85	No
R3	65.3	85	No

[1] Noise receiver locations are shown on Exhibit 6-A.

[2] Highest construction noise level operating at the Project site boundary to nearby receiver locations (Table 6-2).

[3] National Institute for Occupational Safety and Health, Criteria for Recommended Standard: Occupational Noise Exposure.

[4] Do the estimated Project construction noise levels exceed the construction noise level threshold?

6.5 CONSTRUCTION VIBRATION IMPACTS

Construction activity can result in varying degrees of ground vibration, depending on the equipment and methods used, distance to the affected structures and soil type. It is expected that ground-borne vibration from Project construction activities would cause only intermittent, localized intrusion. Ground-borne vibration levels resulting from typical construction activities occurring within the Project site were estimated by data published by the Federal Transit Administration (FTA). (8) However, while vehicular traffic is rarely perceptible, construction has the potential to result in varying degrees of temporary ground vibration, depending on the specific construction activities and equipment used. Ground vibration levels associated with various types of construction equipment are summarized on Table 6-4. Based on the

representative vibration levels presented for various construction equipment types, it is possible to estimate the potential Project construction vibration levels using the following vibration assessment methods defined by the FTA. To describe the human response (annoyance) associated with vibration impacts the FTA provides the following equation: $PPV_{equip} = PPV_{ref} \times (25/D)^{1.5}$

TABLE 6-4: VIBRATION SOURCE LEVELS FOR CONSTRUCTION EQUIPMENT

Equipment	PPV (in/sec) at 25 feet
Small bulldozer	0.003
Jackhammer	0.035
Loaded Trucks	0.076
Large bulldozer	0.089

Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual

Using the vibration source level of construction equipment provided on Table 6-4 and the construction vibration assessment methodology published by the FTA, it is possible to estimate the Project vibration impacts. Table 6-5 presents the expected Project related vibration levels at the nearby receiver locations. At distances ranging from 122 to 171 feet from the Project construction activities to the nearest adjacent off-site structure, construction vibration velocity levels are estimated to range up to 0.01 PPV (in/sec). Based on maximum acceptable continuous vibration threshold of 0.04 in/sec PPV, the typical Project construction vibration levels will not exceed the vibration thresholds at any local receiver. Therefore, the Project-related vibration impacts associated with construction activities are considered *less than significant*.

TABLE 6-5: PROJECT CONSTRUCTION VIBRATION LEVELS

Receiver Location[1]	Distance to Const. Activity (Feet)[2]	Typical Construction Vibration Levels PPV (in/sec)[3]					Thresholds PPV (in/sec)[4]	Thresholds Exceeded?[5]
		Small bulldozer	Jack-hammer	Loaded Trucks	Large Bulldozer	Highest Vibration Level		
1	142'	0.00	0.00	0.01	0.01	0.01	0.04	No
2	122'	0.00	0.00	0.01	0.01	0.01	0.04	No
3	171'	0.00	0.00	0.00	0.00	0.00	0.04	No

[1] Receiver locations are shown on 5-A.
[2] Distance from receiver location to Project construction boundary.
[3] Based on the Vibration Source Levels of Construction Equipment (Table 6-4).
[4] City of Redlands Municipal Code Section 8.06.020.
[5] Does the peak vibration exceed the acceptable vibration thresholds?
"PPV" = Peak Particle Velocity

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7 REFERENCES

1. **State of California.** *California Environmental Quality Act, Appendix G & Amendments and Additions to the State CEQA Guidelines.* 2019.
2. **National Institute for Occupational Safety and Health.** *Criteria for Recommended Standard: Occupational Noise Exposure.* June 1998.
3. **California Department of Transportation Environmental Program.** *Technical Noise Supplement - A Technical Supplement to the Traffic Noise Analysis Protocol.* Sacramento, CA : s.n., September 2013.
4. **Environmental Protection Agency Office of Noise Abatement and Control.** *Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety.* March 1974. EPA/ONAC 550/9/74-004.
5. **U.S. Department of Transportation, Federal Highway Administration, Office of Environment and Planning, Noise and Air Quality Branch.** *Highway Traffic Noise Analysis and Abatement Policy and Guidance.* December 2011.
6. **U.S. Department of Transportation, Federal Highway Administration.** *Highway Traffic Noise in the United States, Problem and Response.* April 2000. p. 3.
7. **U.S. Environmental Protection Agency Office of Noise Abatement and Control.** *Noise Effects Handbook-A Desk Reference to Health and Welfare Effects of Noise.* October 1979 (revised July 1981). EPA 550/9/82/106.
8. **U.S. Department of Transportation, Federal Transit Administration.** *Transit Noise and Vibration Impact Assessment Manual.* September 2018.
9. **Office of Planning and Research.** *State of California General Plan Guidelines.* October 2017.
10. **City of Redlands.** *General Plan, 7.5 Noise.* December 2017.
11. —. *Municipal Code, Chapter 8.06.*
12. **U.S. Department of Transportation, Federal Transit Administration.** *Transit Noise and Vibration Impact Assessment.* September 2018.
13. **California Court of Appeal.** *Gray v. County of Madera, F053661.* 167 Cal.App.4th 1099; - Cal.Rptr.3d, October 2008.
14. **Federal Interagency Committee on Noise.** *Federal Agency Review of Selected Airport Noise Analysis Issues.* August 1992.
15. **U.S. Department of Transportation, Federal Transit Administration.** *Transit Noise and Vibration Impact Assessment.* September 2018.
16. **U.S. Department of Transportation, Federal Highway Administration.** *Road Construction Noise Model, version 1.0.* 2006.
17. **Urban Crossroads, Inc.** *San Bernardino Trailer Facility (PROJ-2022-00019) Trip Generation Assessment.* May 2022.

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8 CERTIFICATION

The contents of this noise study report represent an accurate depiction of the noise environment and impacts associated with the proposed California Street and Redlands Boulevard Intersection Improvement Project. The information contained in this noise study report is based on the best available data at the time of preparation. If you have any questions, please contact me directly at (619) 788-1971.

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EDUCATION

Bachelor of Science in Urban and Regional Planning
California Polytechnic State University, Pomona • June 2000

PROFESSIONAL AFFILIATIONS

ASA – Acoustical Society of America
APA – American Planning Association
AWMA – Air and Waste Management Association

PROFESSIONAL CERTIFICATIONS

Approved Acoustical Consultant • County of San Diego
FHWA Traffic Noise Model of Training • November 2004
CadnaA Basic and Advanced Training Certificate • October 2008.

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APPENDIX 3.1:

CITY OF REDLANDS MUNICIPAL CODE

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CHAPTER 8.06

COMMUNITY NOISE CONTROL

SECTION:

8.06.010: Purpose

8.06.020: Definitions

8.06.030: General Noise Regulations

8.06.040: Enforcement Authority

8.06.050: Noise Measurement Procedure

8.06.060: Noise Measurement Methodology

8.06.070: Exterior Noise Limits

8.06.080: Interior Noise Standards

8.06.090: Noise Disturbances Prohibited

8.06.100: Residential Air Conditioning Or Air Handling Equipment

8.06.110: Tampering

8.06.120: Exemptions

8.06.130: Preexisting Noise Sources

8.06.140: Violation; Penalty

8.06.010: PURPOSE:
The purpose of this chapter is to implement the noise control provisions of the Redlands general plan by establishing comprehensive regulations for the control of noise within the city. (Ord. 2579 § 1, 2004)

8.06.020: DEFINITIONS:
The following words and phrases shall have the meanings set out in this section. All terminology used in this chapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body.

A-WEIGHTED SOUND LEVEL: The sound level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dBA.

AMBIENT NOISE LEVEL: The all encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

COMMERCIAL: Generally consisting of uses permitted in the commercial zones as set forth in title 18 of this code or adopted specific plans.

CONSTRUCTION: Any site preparation, grading, assembly, erection, substantial repair, alteration and related material handling and disposition, or similar activity, for or on public or private rights of way, structures, utilities or public or private property.

CUMULATIVE PERIOD: An additive period of time composed of individual time segments that may be continuous or interrupted.

DECIBEL: A unit for measuring the amplitude of a sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals.

DEMOLITION: Any dismantling, intentional destruction or removal of structures, utilities, public or private right of way surfaces or similar improvements on public or private property.

EMERGENCY WORK: Any work performed for the purpose of preventing or alleviating the physical trauma or property damage which requires immediate mitigation.

FIXED NOISE SOURCE: A stationary device which creates sounds while fixed or motionless including, but not limited to, residential, agricultural, industrial and commercial machinery and equipment, pumps, fans, compressors, air conditioners or refrigeration equipment.

INDUSTRIAL: Generally consisting of uses permitted in the industrial zones as set forth in title 18 of this code or adopted specific plans.

LICENSED: The possession of a license or a permit issued by the appropriate jurisdictional authority; or, where no permits or licenses are issued, the sanctioning of the activity by the jurisdiction as noted in public record.

MOBILE NOISE SOURCE: Any noise source other than a fixed noise source.

MOTOR VEHICLE: Shall include any and all self-propelled vehicles as defined in the California Vehicle Code.

MUFFLER OR SOUND DISSIPATIVE DEVICE: A device consisting of a series of chambers or baffle plates, or other mechanical design, for the purpose of receiving exhaust gas from an internal combustion engine and effective in reducing noise.

NOISE CONTROL OFFICER ("NCO"): The code enforcement division of the city or such other employees of the city so designated by the city manager to enforce this chapter.

NOISE DISTURBANCE: Any sound not in compliance with the quantitative standards as listed herein which either:

A. Endangers or injures the safety or health of human beings or animals;

B. Annoys or disturbs reasonable persons of normal sensitivities;

C. Endangers or injures personal or real property; or

D. Violates section 8.06.030 or 8.06.090 of this chapter.

NOISE SENSITIVE ZONE: Any area designated as such pursuant to this chapter for the purpose of ensuring exceptional quiet.

NOISE ZONE: Any defined areas or regions of a generally consistent land use wherein the ambient noise levels are within a range of five (5) dB.

PERSON: Any individual, association, partnership or corporation, and includes any officer, employee, department, agency or instrumentality of a state or any political subdivision of a state.

POWERED MODEL VEHICLE: Any self-propelled, airborne, waterborne or landborne plane, vessel or vehicle which is not designed to carry persons including, but not limited to, any model airplane, boat, car or rocket.

PUBLIC RIGHT OF WAY: Any street, avenue, boulevard, highway, sidewalk, alley or similar place owned or controlled by a governmental entity.

PUBLIC SPACE: Any real property or structure thereon which is owned or controlled by a governmental entity.

RESIDENTIAL: Generally consisting of uses as permitted in the residential zones as set forth in title 18 of this code or adopted specific plans.

SOUND AMPLIFYING EQUIPMENT: Any device for the amplification of the human voice, music or any other sound, excluding standard automobile radios or stereo systems when used and heard only by the occupants of the vehicle in which the radio or stereo system is installed, excluding warning devices on authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.

SOUND LEVEL METER: An instrument, including a microphone, amplifier, output meter and frequency weighting networks for the measurement of sound levels which meets or exceeds the requirements of the American National Standard Institute's S1.4-1971, or the most recent revision thereof, for type 1 or type 2 sound level meters.

SOUND TRUCK: Any motor vehicle regardless of motive power, whether in motion or stationary, having mounted thereon or attached thereto, any sound amplifying equipment.

VIBRATION PERCEPTION THRESHOLD: The minimum ground or structure borne vibrational motion necessary to cause a normal person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. The perception threshold shall be presumed to be a motion velocity of 0.01 inches per second over the range of one to one hundred (100) Hz.

WEEKDAY: Any day, Monday through Friday, which is not a legal holiday. (Ord. 2579 § 1, 2004)

8.06.030: GENERAL NOISE REGULATIONS:
It shall be unlawful for any person to wilfully or negligently make, or cause to be made, any loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to a reasonable person of normal sensitivity in the area. The factors that may be considered in determining whether a violation of this chapter exists include, but are not limited to, the following:

A. The sound level of the objectionable noise;

B. The sound level of the ambient noise;

C. The proximity of the noise to residential living or sleeping facilities;

D. The nature and zoning of the area within which the noise emanates;

E. The number of persons affected by the noise;

F. The time of day or night the noise occurs;

G. The duration of the noise;

H. The tonal, informational or musical content of the noise;

I. Whether the noise is continuous, recurrent or intermittent;

J. Whether the noise is produced by a commercial or noncommercial activity;

K. Whether the nature of the noise is usual or unusual;

L. Whether the origin of the noise is natural or unnatural; and

M. Whether the noise occurs on a weekday, weekend or a holiday. (Ord. 2579 § 1, 2004)

8.06.040: ENFORCEMENT AUTHORITY:

A. The NCO and the NCO's duly authorized representatives may enforce the provisions of this chapter.

B. The NCO and its authorized representatives shall have satisfactorily completed an instructional program as recommended by the measuring instrument's manufacturer.

C. No person shall interfere with, oppose or resist the NCO or any authorized person charged with the enforcement of this chapter when such persons are engaged in the performance of their duties. (Ord. 2579 § 1, 2004)

8.06.050: NOISE MEASUREMENT PROCEDURE:

The NCO, equipped with sound level measurement equipment satisfying the requirements in section 8.06.020 of this chapter, may investigate any complaint relating to a violation of this chapter. The investigation shall consist of a measurement and the gathering of data to adequately define the noise problem and include, but not be limited to, the following:

A. Type of noise source;

B. Location of noise source relative to the complainant's property;

C. Time period during which noise source is considered by complainant to be intrusive;

D. Total duration of noise produced by noise source; and

E. Date and time of noise measurement survey. (Ord. 2579 § 1, 2004)

8.06.060: NOISE MEASUREMENT METHODOLOGY:

A. Utilizing the A-weighting scale of the sound level meter and the "slow" meter response (use "fast" response for impulsive type sounds), the noise level shall be measured at a position or positions at any point on the receiver's property deemed appropriate to determine whether the noise level complies with this chapter.

B. The microphone shall be located four (4) to five feet (5') above the ground; ten feet (10') or more from the nearest reflective surface, where possible. However, in those cases where another elevation is deemed appropriate, the latter shall be utilized. If the noise complaint is related to interior noise levels, interior noise measurements shall be made within the affected residential building or unit. The measurements shall be made at a point at least four feet (4') from the wall, ceiling or floor nearest the noise source, with the windows closed.

C. Calibration of the measurement equipment, utilizing an acoustic calibrator, shall be performed immediately prior to recording any noise data. Standard maintenance of the measuring equipment shall be in accordance with the manufacturer's recommendations.

D. No outdoor measurements shall be taken:

1. During periods when wind speeds (including gusts) exceed fifteen (15) miles per hour;

2. Without a windscreen, as recommended by the measuring instrument's manufacturer, properly attached to the measuring instrument;

3. Under any condition that allows the measuring instrument to become wet (e.g., rain or condensation); or

4. When the ambient temperature is out of the range of the tolerance of the measuring instrument. (Ord. 2579 § 1, 2004)

8.06.070: EXTERIOR NOISE LIMITS:

A. The noise standards for the categories of land uses identified in table 1 of this section shall, unless otherwise specifically indicated, apply to all such property within a designated zone.

TABLE 1

MAXIMUM PERMISSIBLE SOUND LEVELS BY RECEIVING LAND USE

Receiving Land Use Category	Time Period	Noise Level - dBA
Single-family residential districts	10:00 P.M. – 7:00 A.M. 7:00 A.M. – 10:00 P.M.	50 60
Multi-family residential districts; public space; institutional	10:00 P.M. – 7:00 A.M. 7:00 A.M. – 10:00 P.M.	50 60
Commercial	10:00 P.M. – 7:00 A.M. 7:00 A.M. – 10:00 P.M.	60 65
Industrial	Any time	75

B. No person shall operate, or cause to be operated, any source of sound at any location within the city or allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person which causes the noise level when measured on any other property to exceed:

1. The noise standard for that land use specified in table 1 of this section for a cumulative period of more than thirty (30) minutes in any hour; or

2. The noise standard specified in table 1 of this section plus five (5) dB for a cumulative period of more than fifteen (15) minutes in any hour; or

3. The noise standard specified in table 1 of this section plus ten (10) dB for a cumulative period of more than five (5) minutes in any hour; or

4. The noise standard specified in table 1 of this section plus fifteen (15) dB for a cumulative period of more than one minute in any hour; or

5. The noise standard specified in table 1 of this section plus twenty (20) dB or the maximum measured ambient level, for any period of time.

C. If the measured ambient level exceeds the allowable noise exposure standard within any of the first four (4) noise limit categories above, the allowable noise exposure standard shall be adjusted in five (5) dB increments in each category as appropriate to encompass or reflect said ambient noise level. In the event the ambient noise level exceeds the fifth noise limit category, the maximum allowable noise level under this category shall be increased to reflect the maximum ambient noise level.

D. The ambient noise shall be measured at the same location along the property line utilized in subsection 8.06.060B of this chapter, with the alleged offending noise source inoperative. If the alleged offending noise source cannot be shut down, the ambient noise shall be estimated by performing a measurement in the same general area of the source but at a sufficient distance that the noise from the source is at least ten (10) dB below the ambient in order that only the ambient level be measured. If the difference between the ambient and the noise source is five (5) to ten (10) dB, then the level of the ambient itself can be reasonably determined by subtracting a one decibel correction to account for the contribution of the source.

E. In the event the alleged offensive noise contains a steady, audible tone such as a whine, screech, hum, or is a repetitive noise such as hammering or riveting, or contains music or speech conveying informational content, the standard limits set forth in table 1 of this section shall be reduced by five (5) dB. (Ord. 2579 § 1, 2004)

8.06.080: INTERIOR NOISE STANDARDS:

A. No person shall operate or cause to be operated any source of sound, or allow the creation of any noise, which causes the noise level when measured inside a neighboring receiving occupied building to exceed the following standards:

1. The noise standard for that land use specified in table 2 of this section for a cumulative period of more than five (5) minutes in any hour.

2. The noise standard for that land use specified in table 2 of this section plus five (5) dB for a cumulative period of more than one minute in any hour.

3. The noise standard for that land use specified in table 2 of this section plus ten (10) dB for the maximum measured ambient noise level for any period of time.

B. If the measured ambient level exceeds the allowable exterior noise exposure standard in table 1 of this chapter, the allowable interior noise exposure level shall be adjusted in five (5) dB increments as appropriate to reflect the ambient noise level.

TABLE 2

MAXIMUM PERMISSIBLE INTERIOR SOUND LEVELS BY RECEIVING LAND USE

Receiving Land Use Category	Time Period	Noise Level - dBA
Single-family residential districts	Any time	45
Multi-family residential districts; institutional; hotels	Any time	45
Commercial	Any time	50
Industrial	Any time	60

(Ord. 2579 § 1, 2004)

8.06.090: NOISE DISTURBANCES PROHIBITED:
The following acts, and the causing or permitting thereof, are declared to be in violation of this chapter:

A. Radio, Television Set, Etc.: Operating, playing, or permitting the operation or playing of any radio, television set, phonograph, drum, musical instrument or similar device which produces or reproduces sound:

1. Between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. in such a manner as to create a noise disturbance across a residential or commercial real property line or at any time to violate the provisions of section 8.06.030 or 8.06.070 of this chapter.

2. In such a manner as to exceed the levels set forth for public space in table 1 of this chapter, measured at a distance of at least fifty feet (50') from such device operating on a public right of way or public space.

B. Loudspeaker Or Stereo Systems: Using or operating for any purpose any loudspeaker, loudspeaker system, stereo system or similar device between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M., such that the sound therefrom creates a noise disturbance across a residential property line, or at any time violates the provisions of section 8.06.030 or 8.06.070 of this chapter, except for noncommercial public speaking, public assembly or activity for which an exemption has been provided for in either this section or section 8.06.120 of this chapter.

C. Street Sales: Offering for sale, selling anything, or advertising by shouting or outcry within the city except by permit issued by the city. This subsection shall not be construed to prohibit the selling by outcry of merchandise, food or beverages at licensed sporting events, parades, fairs, circuses or other similar licensed public entertainment events.

D. Animals And Birds: Owning, possessing or harboring any animal or bird which frequently, or for long duration, howls, barks, meows, squawks or makes other sound which creates a noise disturbance across a residential or commercial real property line or within a noise sensitive zone.

E. Loading And Unloading: Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, refuse containers or similar objects between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. in such a manner as to cause a noise disturbance across a residential real property line or at any time to violate section 8.06.030 of this chapter.

F. Construction And/Or Demolition: Operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work between weekday hours of six o'clock (6:00) P.M. and seven o'clock (7:00) A.M., including Saturdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real property line, except for emergency work by public service utilities, the city or another governmental entity. All mobile or stationary internal combustion engine powered equipment or machinery shall be equipped with exhaust and air intake silencers in proper working order, or suitable to meet the standards set forth herein.

G. Vibration: Operating or permitting the operation of any device that creates a vibration which is above the vibration perception threshold of an individual at or beyond the property boundary of the source if on private property or at one hundred fifty feet (150') from the source if on a public space or public right of way.

H. Powered Model Vehicles: Operating or permitting the operation of powered model vehicles:

1. Between the hours of seven o'clock (7:00) P.M. and seven o'clock (7:00) A.M. so as to create a noise disturbance across a residential or commercial real property line or at any time in violation of section 8.06.030 of this chapter.

2. In such a manner as to exceed the levels set forth for public space land use in table 1 of this chapter measured at a distance not less than one hundred feet (100') from any point on the path of a vehicle operating on public space or public right of way.

I. Stationary, Nonemergency Signaling Devices:

1. Sounding or permitting the sounding of any electronically amplified signal from any stationary bell, chime, siren, whistle or similar device intended primarily for nonemergency purposes, from any place for more than ten (10) seconds in any hourly period.

2. Places of worship and public and private schools shall be exempt from the operation of this subsection.

J. Emergency Signaling Devices:

1. Alarms, Sirens, Whistles: The intentional sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle or similar stationary emergency signaling device, except for emergency purposes or for testing as provided in subsection J2 of this section.

2. Testing:

a. Testing of a stationary emergency signaling device shall not occur before seven o'clock (7:00) A.M. or after seven o'clock (7:00) P.M. Any such testing shall use only the minimum cycle test time. In no case shall such test time exceed sixty (60) seconds.

b. Testing of the complete emergency signaling system, including the functioning of the signaling device, and the personnel response to the signaling device, shall not occur more than once in each calendar month. Such testing shall not occur before seven o'clock (7:00) A.M. or after ten o'clock (10:00) P.M. The time limit specified in subsection J2a of this section shall not apply to such complete system testing.

3. Burglar, Fire, Motor Vehicle Alarms: Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm unless such alarm is terminated within five (5) minutes of activation.

K. Noise Sensitive Zones: Creating or causing the creation of any sound within any noise sensitive zone, so as to exceed the specified land use noise standards set forth in table 1 of this chapter and subsection 8.06.070B of this chapter, or so as to interfere with the functions of such activity or annoy the occupants in the activity, provided that conspicuous signs are displayed indicating the presence of the zone.

L. Domestic Power Tools And Machinery:

1. Operating or permitting the operation of any mechanically powered saw, sander, drill, grinder, lawn or garden tool, or similar tool between ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M., so as to create a noise disturbance across a residential or commercial real property line.

2. Motor, machinery and pumps, such as swimming pool equipment, shall be sufficiently enclosed or muffled and maintained so as not to create a noise disturbance in accordance with table 1, section 8.06.070 of this chapter.

M. Places Of Public Entertainment: Operating or permitting the operation or playing of any loudspeaker, musical instrument or other source of sound in any place of public entertainment that exceeds ninety five (95) dBA as read on the slow response of a sound level meter at any point normally occupied by a customer, without a conspicuous and legible sign with minimum one inch (1") letter height stating:

WARNING! SOUND LEVELS WITHIN MAY CAUSE HEARING IMPAIRMENT.

(Ord. 2579 § 1, 2004)

8.06.100: RESIDENTIAL AIR CONDITIONING OR AIR HANDLING EQUIPMENT:
It shall be unlawful to operate or permit the operation of any air conditioning or air handling equipment in such a manner as to exceed the sound levels set forth in table 1, section 8.06.070 of this chapter. (Ord. 2579 § 1, 2004)

8.06.110: TAMPERING:
The following acts or the causing thereof are prohibited:

A. The removal or rendering inoperative, other than for purposes of maintenance, repair or replacement, of any noise control device or element thereof of any product required to meet specified noise emission limits under federal, state or local law.

B. The removal of any noise label from any product identified in subsection A of this section.

C. The use of a product identified in subsection A of this section, which has had a noise control device or element thereof or noise label removed or rendered inoperative. (Ord. 2579 § 1, 2004)

8.06.120: EXEMPTIONS:
A. Emergency Exemption: This chapter shall not apply to:

1. The emission of sound for the purpose of alerting persons to the existence of an emergency such as, but not limited to, loudspeakers, horns, sirens, whistles or other similar devices which emit sound, only for the time required to make notification of the emergency condition; or

2. The emission of sound in the performance of emergency work or the temporary provision of essential services such as, but not limited to, utility system repairs or upgrades, infrastructure repairs, structural repairs and other unscheduled, infrequent and nonrecurring activities, required to protect persons and property from physical harm or loss of essential services.

B. Warning Devices: This chapter shall not apply to warning devices necessary for the protection of public safety. Police, fire and ambulance sirens and train horns are exempt from this chapter.

C. Outdoor Activities: This chapter shall not apply to occasional outdoor public gatherings, public dances, shows, and sporting and entertainment events conducted within city parks and city owned facilities, including events conducted at the Redlands Bowl, provided such events are conducted pursuant to a permit or license issued by the city.

D. School Activities: This chapter shall not apply to activities and operations conducted on the grounds of any public or private elementary, intermediate or secondary school or colleges and universities.

E. Hospital: This chapter shall not apply to activities and operations conducted within the grounds of the Redlands Community Hospital provided that said activities and operations are in compliance with the acoustical provisions of the hospital's conditional use permit.

F. Minor Maintenance Of Residential Property: This chapter shall not apply to noise sources associated with the minor maintenance of residential property, provided such activities take place between the hours of seven o'clock (7:00) A.M. to eight o'clock (8:00) P.M. on weekdays, and seven o'clock (7:00) A.M. to eight o'clock (8:00) P.M. on weekends and legal holidays, and provided that such activities generate no more than ninety (90) dBA at or within the real property line of the residential property. Activities covered under this provision include, but are not limited to, maintenance of landscaping and minor repair of residential dwellings or ancillary structures.

G. Construction Activity: This chapter shall not apply to noise sources associated with new construction, remodeling, rehabilitation or grading of any property provided such activities take place between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M. on weekdays, including Saturdays, with no activities taking place at any time on Sundays or federal holidays. All motorized equipment used in such activity shall be equipped with functioning mufflers.

H. Agricultural Operations: This chapter shall not apply to mobile noise sources associated with agricultural operations for use in maintenance, cultivation, planting and harvesting of agricultural areas provided said activities take place between the hours of seven o'clock (7:00) A.M. to eight o'clock (8:00) P.M. on weekdays, including Saturdays, with no activities taking place at any time on Sundays or federal holidays. All motorized equipment used in such activity shall be equipped with functioning mufflers.

I. Chapter Application: This chapter shall not apply to any activity in which state or federal law has preempted the regulation of such activity. (Ord. 2579 § 1, 2004)

8.06.130: PREEXISTING NOISE SOURCES:

Those commercial and industrial operations in existence prior to the date of adoption hereof, if in compliance with the city's zoning laws, may be granted a period from such date within which to comply with this chapter.

A. Such compliance period shall be based on the estimated cost to make the equipment comply, as follows:

1. If the cost is one thousand dollars ($1,000.00) or less, ninety (90) days;

2. If the cost is one thousand dollars ($1,000.00) to five thousand dollars ($5,000.00), one year;

3. If the cost is five thousand dollars ($5,000.00) to twenty thousand dollars ($20,000.00), two (2) years; or

4. If the cost is greater than twenty thousand dollars ($20,000.00) or more, three (3) years.

B. At the time of request for extended compliance periods in subsections A2 through A4 of this section, any person requesting such extension shall submit a plan for such compliance, including temporary mitigation of such noise levels to within five (5) dBA of the complying level. Such extended period and temporary mitigation shall not exceed one year beyond the initial compliance period. If the compliance period is granted, mitigation measures included in the plan must be completed within ninety (90) days from the date of approval of the compliance period.

C. If, at the end of the compliance period, it is shown that compliance with the provisions herein constitute a hardship in terms of technical and economical feasibility, additional applications for exception may be granted on an annual basis until such time as compliance may be effected, provided the temporary mitigation remains in place.

D. Requests for extended compliance periods or exceptions shall be submitted to the city's planning commission with the submittal of plans and other information as required by the community development director. Such applications shall be filed by the owner of the property affected thereby or the owner's authorized agent, with the community development director, on forms furnished by the director, which shall set forth fully the nature of the proposed use, and the facts sufficient to justify the granting of the compliance period in accordance with the provisions of this chapter.

E. The applicant shall furnish to the director an accurate list of the names and addresses of all property owners to whom notice must be given as provided in this chapter.

F. Each such application shall be accompanied by a filing and processing fee in the amount established by resolution of the city council. Any applicant may withdraw his application by filing a written request to do so at any time prior to final action thereon, provided that there shall be no refund of fees. (Ord. 2579 § 1, 2004)

8.06.140: VIOLATION; PENALTY:

A. It is illegal to use, occupy or maintain property in violation of this chapter.

B. Violation of this chapter shall be a misdemeanor, but may be prosecuted as either a misdemeanor or an infraction in the discretion of the city attorney.

C. Any person who violates the provisions of this chapter is guilty of a separate offense for each day, or portion thereof, during which the violation continues.

D. Violation of this chapter that threatens to be continuing in nature is a public nuisance which may be abated or enjoined in accordance with the law. (Ord. 2579 § 1, 2004)

APPENDIX 6.1:

CADNAA CONSTRUCTION NOISE MODEL INPUTS

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15092 - California Street and Redlands Boulevard Intersection Widening Project

CadnaA Noise Prediction Model: 15092-05_Construction.cna
Date: 22.04.24
Analyst: B. Maddux

Calculation Configuration

Configuration	
Parameter	**Value**
General	
Max. Error (dB)	**0.00**
Max. Search Radius (#(Unit,LEN))	**2000.01**
Min. Dist Src to Rcvr	**0.00**
Partition	
Raster Factor	**0.50**
Max. Length of Section (#(Unit,LEN))	**999.99**
Min. Length of Section (#(Unit,LEN))	**1.01**
Min. Length of Section (%)	**0.00**
Proj. Line Sources	**On**
Proj. Area Sources	**On**
Ref. Time	
Daytime Penalty (dB)	**0.00**
Recr. Time Penalty (dB)	**5.00**
Night-time Penalty (dB)	**10.00**
DTM	
Standard Height (m)	**0.00**
Model of Terrain	**Triangulation**
Reflection	
max. Order of Reflection	**2**
Search Radius Src	**100.00**
Search Radius Rcvr	**100.00**
Max. Distance Source - Rcvr	**1000.00 1000.00**
Min. Distance Rvcr - Reflector	**1.00 1.00**
Min. Distance Source - Reflector	**0.10**
Industrial (ISO 9613)	
Lateral Diffraction	**some Obj**
Obst. within Area Src do not shield	**On**
Screening	**Incl. Ground Att. over Barrier**
	Dz with limit (20/25)
Barrier Coefficients C1,2,3	**3.0 20.0 0.0**
Temperature (#(Unit,TEMP))	**10**
rel. Humidity (%)	**70**
Ground Absorption G	**0.50**
Wind Speed for Dir. (#(Unit,SPEED))	**3.0**
Roads (TNM)	
Railways (FTA/FRA)	
Aircraft (???)	
Strictly acc. to AzB	

Receiver Noise Levels

Name	M.	ID	Level Lr			Limit. Value			Land Use			Height		Coordinates			
			Day	Night	CNEL	Day	Night	CNEL	Type	Auto	Noise Type			X	Y	Z	
			(dBA)	(dBA)	(dBA)	(dBA)	(dBA)	(dBA)				(ft)		(ft)	(ft)	(ft)	
R1		R1	69.9	-30.1	66.9	0.0	0.0	0.0		x	Total	5.00	r	6265768.45	2332026.85	5.00	
R2		R2	65.8	-34.2	62.8	0.0	0.0	0.0		x	Total	5.00	r	6266169.60	2331755.58	5.00	
R3		R3	65.3	-34.7	62.3	0.0	0.0	0.0		x	Total	5.00	r	6265774.58	2331701.17	5.00	

Point Source(s)

Name	M.	ID	Result. PWL			Lw / Li			Operating Time			Height	Coordinates		
			Day	Evening	Night	Type	Value	norm.	Day	Special	Night		X	Y	Z
			(dBA)	(dBA)	(dBA)			dB(A)	(min)	(min)	(min)	(ft)	(ft)	(ft)	(ft)

Line Source(s)

Name	M.	ID	Result. PWL			Result. PWL'			Lw / Li			Operating Time			Moving Pt. Src				Height
			Day	Evening	Night	Day	Evening	Night	Type	Value	norm.	Day	Special	Night	Number			Speed	
			(dBA)	(dBA)	(dBA)	(dBA)	(dBA)	(dBA)			dB(A)	(min)	(min)	(min)	Day	Evening	Night	(mph)	(ft)

Name	ID	Height		Coordinates			
		Begin	End	x	y	z	Ground
		(ft)	(ft)	(ft)	(ft)	(ft)	(ft)

Area Source(s)

Name	M.	ID	Result. PWL			Result. PWL''			Lw / Li			Operating Time			Height	
			Day	Evening	Night	Day	Evening	Night	Type	Value	norm.	Day	Special	Night	(ft)	
			(dBA)	(dBA)	(dBA)	(dBA)	(dBA)	(dBA)			dB(A)	(min)	(min)	(min)		
Construction Area		ConstructionArea1	118.8	18.8	18.8	84.6	-15.4	-15.4	PWL-Pt	118.8					8	a

Name	ID	Height				Coordinates			
		Begin		End		x	y	z	Ground
		(ft)		(ft)		(ft)	(ft)	(ft)	(ft)
Construction Area	ConstructionArea1	8.00	a			6265979.27	2332642.62	8.00	0.00
						6265987.47	2332640.50	8.00	0.00
						6265985.63	2332573.16	8.00	0.00
						6265984.67	2332516.92	8.00	0.00
						6265984.13	2332444.69	8.00	0.00
						6265987.03	2332370.32	8.00	0.00
						6265993.06	2332235.47	8.00	0.00
						6265996.01	2332163.88	8.00	0.00
						6265994.15	2332095.84	8.00	0.00
						6265992.32	2331988.21	8.00	0.00
						6265996.63	2331874.93	8.00	0.00
						6265915.33	2331872.84	8.00	0.00
						6265914.16	2331885.36	8.00	0.00
						6265919.03	2331885.97	8.00	0.00
						6265917.71	2331890.16	8.00	0.00
						6265912.23	2331894.42	8.00	0.00
						6265884.49	2331978.25	8.00	0.00
						6265952.96	2332002.08	8.00	0.00
						6265961.42	2332009.58	8.00	0.00
						6265962.14	2332029.08	8.00	0.00
						6265959.69	2332064.18	8.00	0.00
						6265961.61	2332193.23	8.00	0.00
						6265962.60	2332366.21	8.00	0.00
						6265966.76	2332497.37	8.00	0.00
						6265969.54	2332632.52	8.00	0.00
						6265974.62	2332634.25	8.00	0.00
						6265978.75	2332636.00	8.00	0.00

Barrier(s)

Name	Sel.	M.	ID	Absorption		Z-Ext.	Cantilever		Height		Coordinates			
				left	right		horz.	vert.	Begin	End	x	y	z	Ground
						(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)

Building(s)

Name	Sel.	M.	ID	RB	Residents	Absorption	Height	Coordinates			
							Begin	x	y	z	Ground
							(ft)	(ft)	(ft)	(ft)	(ft)

Ground Absorption(s)

Name	Sel.	M.	ID	G	Coordinates	
					x	y
					(ft)	(ft)

Contour(s)

Name	Sel.	M.	ID	OnlyPts	Height		Coordinates		
					Begin	End	x	y	z
					(ft)	(ft)	(ft)	(ft)	(ft)

Vertical Area Source(s)

Name	ID	Height				Coordinates			
		Begin		End		x	y	z	Ground
		(ft)		(ft)		(ft)	(ft)	(ft)	(ft)

Rail

Name	Sel.	M.	ID	Lw'		Train Class	Correct.	Vmax
				Day	Night		Track	
				(dBA)	(dBA)		(dB)	(km(mph)