CITY OF REDLANDS

CITY COUNCIL

A G E N D A

NOVEMBER 19, 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

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, NOVEMBER 19, 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.)

Recycled Paper

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

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Two Cases:
a. Miller & Associates, LLC v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2203755
b. Salcido v. City of Redlands, et al., San Bernardino County Superior Court, Case No. CIVSB2218452

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

Property:	APN: 0170-142-12-0000 (Property One Parcel) and APN: 0169-272-27-0000 (City Parcel)
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Lance Lenhert, Manager, Property One, LLC
Under Negotiation:	Terms of possible exchange of real property by City.

3. Conference with Labor Negotiator – Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiators:	Mayor Tejeda and Mayor Pro Tempore Barich
Unrepresented Employees:	City Attorney

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation and Pledge of Allegiance by Council Member Saucedo***
(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. Recognition of 2024 City of Redlands Retirees (Mayor Tejeda)

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

Recycled Paper

I. **Consent Calendar**

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

1. Approve the special joint City Council and Planning Commission meeting minutes of October 8, 2024, and the regular meeting minutes of October 15, 2024 (City Clerk Donaldson)

2. Approve recommendation for Student Commissioner Appointments for calendar year 2025 (Mayor Tejeda)

3. Approve recommendation for the reappointment of Thomas Breitkreuz, David Garcia, and Paul Norwood to the Municipal Utilities/Public Works Commission (Mayor Pro Tem Barich)

4. Approve recommendation for the appointment of Brian Ball to serve the remainder of a four-year term on the Cultural Arts Commission (Council Member Davis)

5. Adopt Resolution No. 8603 for Street Vacation No. 194 - A request to summarily vacate an excess portion of unimproved Mecca Street right-of-way that is 30 feet in width and approximately 298 feet in length (total of approximately 8,941 square-feet) located approximately 150 east of Gold Hill Lane and south of 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

6. Approve First Amendment to the Agreement with Community Works Design Group, LLC extending the agreement to June 30, 2025, to complete the design of a BMX Pump Track (Facilities and Community Services Director Crocker)

7. Approve the Professional Services Agreement with Watearth, Inc. to perform a drainage study for San Timoteo Canyon, Live Oak Canyon, and Alessandro Road for an amount not to exceed $128,377, 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 (Facilities and Community Services Director Crocker)

8. Approve the use of city resources, the request for in-kind support in the amount of $2,209, the temporary street closure of Fifth Avenue related to the New Year's Eve Beach Ball Drop event hosted by the Redlands Visitor Center on December 31, 2024; and determine that this item is categorically exempt from environmental review pursuant to Section 15311(c) of the State’s guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

9. Approve the use of city resources and the request for in-kind support in the amount of $37,286.72 related to the Redlands Christmas Parade event hosted by the Kiwanis Club on December 7, 2024; and the temporary street closures related to this event; and determine that this item is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Enviromental Quality Act (Facilities and Community Services Director Crocker)

10. Accept the Fiscal Year 2022 Homeland Security Grant Program Funding award in the amount of $17,393 for the purchase of a DJI Mavic Thermal Drone Package, and authorize an additional appropriation for the same amount (Fire Chief Sessler)

Recycled Paper

11. Approve a Memorandum of Understanding (MOU) between the San Bernardino County Probation Department and the City of Redlands Police Department to implement an after-school program for at-risk youth, and to authorize the Chief of Police to execute the agreement (Deputy Police Chief Crane)

12. Approve the donation from Paul Smith, through Toyota of Redlands of $250,000 and approve additional appropriation of the same (Deputy Police Chief Crane)

J. **Communications**

1. Conference Report- 2024 League of California Cities Annual Conference and Expo (Council Member Davis and Council Member Saucedo)

2. Presentation of the 2024 National Community Survey (NCS) Results (Assistant City Manager McConnell)

K. **Public Hearings**

1. **Public Hearing** to consider an Appeal of the Planning Commission's denial of a proposed new 197,397 square-foot warehouse/distribution facility located at 301 Tennessee Street (APN: 0292-192-11-0000) and 360 Kansas Street (APN: 0292-192-14-0000)

   (Mayor to declare the meeting open as a public hearing)

   A. **Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program** prepared for the proposed project in accordance with Section 15074 of the California Environmental Quality Act (CEQA) Guidelines.
   B. **Socio-Economic Cost/Benefit Study** prepared for the proposed project in accordance with Measure U.
   C. **Conditional Use Permit No. 1182** – A request to construct and operate a warehouse/distribution facility totaling 197,397 square feet in size, in accordance with Article XII of Chapter 18.156 of the Redlands Municipal Code.
   D. **Commission Review and Approval No. 948** – A request to construct a 197,397 square-foot warehouse building with 8,000 square feet of office space, and related on-site improvements including parking lots, access driveways, landscaping, lighting, utilities and drainage improvements.
   E. **Lot Merger No. 006** - A request to merge 301 Tennessee Street (APN:0292-192-11-0000) and 360 Kansas Street (APN: 0292-192-14-0000), into a single 10.9-acre parcel for development purposes.

   (Development Services Director Desatnik)

Recycled Paper

L. **New Business**

1. Consideration of the Second Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia (Assistant City Manager McConnell)

2. Consideration of the Third Amendment to the Agreement with About Food, Inc., doing business as Redlands Ranch Market, increasing the total compensation of the Agreement by $1,200,000 to a total amount not to exceed $4,904,400 for the provision of monthly grocery gift cards to facilitate Round 2 of the Resident Grocery Gift Card program (Assistant City Manager McConnell)

3. Consideration of a Homeless Resource Services Agreement with Step Up on Second Street, Inc. for property management services at Step Up in Redlands Project Home Key for an amount not-to-exceed Four Hundred Twenty-Five Thousand Dollars ($425,000), 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)

4. Consideration of a Real Property Exchange Agreement with Property One, LLC for the for the exchange of Assessor's Parcel Numbers 0169-272-27-0000 and 0170-142-12-0000, 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 (Assistant City Manager Boatman)

5. Consideration of a sole source purchase and Master Agreement with Systems & Software, Inc. for services to upgrade the utility billing and customer data management software for an amount of $737,261, approve an additional appropriation of the same, and authorize the City Manager, or designee, to execute all related documents as well as determine that approval of the Master Agreement with Systems & Software, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Management Services/Finance Director Garcia)

6. Consideration of the cooperative piggyback contract for the purchase of a 4-cubic yard asphalt patcher from PB Loader Corporation for an amount not to exceed $410,812.73 (Facilities and Community Services Director Crocker)

7. Consideration of the First Amendment to the Agreement with Larry Jacinto Farming, Inc. for grove care, maintenance, and harvest increasing the total compensation amount by an additional $399,975 for a total aggregate amount not-to-exceed $1,417,875 (Facilities and Community Services Director Crocker)

8. Consideration of a Public Works Construction Contract with All Cities Engineering, Inc. for the 2024 CIP Sewer Pipeline Replacement Project for an amount not-to-exceed $1,367,514; and determination that the Project is categorically exempt from environmental review pursuant to Section 15302 of the State's Guidelines for Implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

9. Consideration of a Non-Professional Services Agreement with Hach Company to furnish and install a Claros Process Management Real Time Control system at the Wastewater Treatment Plant for a not-to-exceed amount of $295,000, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

Recycled Paper

10. Consideration of a Sole Source Procurement Waiver and Professional Services Agreement with Dudek to provide engineering support services through the construction phase of the Hinckley Water Treatment Plant Sludge Press Project for an amount not-to-exceed $339,203, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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 December 3, 2024.

Recycled Paper

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

Recycled Paper

City Council Meeting **I. 1.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the special joint City Council and Planning Commission meeting minutes of October 8, 2024, and the regular meeting minutes of October 15, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the special meeting minutes of October 8, 2024, and the regular meeting minutes of October 15, 2024.

Attachments

Special joint meeting minutes of October 8, 2024

Regular meeting minutes of October 15, 2024

MINUTES

Special joint meeting of the City Council and the Planning Commission of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on October 8, 2024 at 6:00 P.M.

Present:	Eddie Tejeda, Mayor Paul Barich, Mayor Pro Tempore Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mario Saucedo, Council Member Karah Shaw, Planning Chair Matthew Endsley, Planning Vice Chair Rosemary Gonzales, Planning Commissioner Maryn Wells, Planning Commissioner Marc Shaw, Planning Commissioner Rich Smith, Planning Commissioner
Absent:	Conrad Guzkowski, Planning Commissioner
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Chris Boatman, Assistant City Manager; Brian Desatnik, Development Services Director

Mayor Tejeda and Chairperson Shaw called the Joint Special Meeting of the City Council and Planning Commission to order at 6:00 P.M.

The Mayor offered the public an opportunity to provide comment on any subject within the jurisdiction of either the City Council or the Planning Commission, which was not already scheduled on this agenda.

PUBLIC COMMENT

None forthcoming

STUDY SESSION WORKSHOP

Land Use Decision-Making and the California Environmental Quality Act

City Attorney Garcia introduced Todd R. Leishman of Best Best & Krieger, who presented an overview of legal requirements related to land use decision-making and the California Environmental Quality Act (CEQA).

Topics reviewed and discussed included:

- The role of Planning Commissioners
- Adjudicative and Deciding Role - To sit as "Judge"; As judge, decisions must be based on what rules are today, not on what we want them to be (be unbiased)

- Legislative and Advising Role - To advise the Council and make recommendations; Legislative changes to the rules can only be accomplished through the legislative process, not through a project-application approval
- Making Findings - To make decisions based on findings of fact; explain facts; why met / not met and weigh evidence; be substantive; provide specific examples of policies that are supported by and are consistent with the project
- Addressing and managing opposition - When findings meet to approve, then must approve; Use Rule of Law; Respect for facts and evidence; Changing rules is through the legislative process
- Role in CEQA - To make fact-based findings and recommendations; Rely on Substantial evidence and relevant information; Substantial Evidence shall include facts, reasonable assumptions predicated upon facts and expert opinion supported by facts; Significant effect and threshold of significance were defined; Requirements of an Environmental Impact Report (EIR), Negative Declaration and Mitigated Negative Declaration; City not allowed to require EIR if no substantial evidence of unanalyzed impacts
- Considerations before denying - A review of several areas to consider before denying a project

Throughout the workshop, Mr. Leishman responded to various questions, carried on meaningful dialogue, and offered specific examples to better clarify the roles of the Planning Commission and the City Council.

ADJOURNMENT

There being no further action required, Planning Chair Shaw and Mayor Tejeda adjourned the Special Joint City Council and Planning Commission meeting at 7:58 p.m.

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on October 15, 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; 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. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
One Case:
a. Holzer v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2322787

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

Property:	APN: 0169-321-03-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Jason Hill, Deputy Superintendent; Redlands Unified School District
Under Negotiation:	Terms of payment and price of possible sale of real property by the City.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Guzman-Lowery. The Pledge of Allegiance to the American flag was conducted by Boy Scout Troop #44 and Troop Leader John Hinkleman.

CLOSED SESSION REPORT

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

PRESENTATIONS

Mayor Tejeda presented the Hindu Heritage Month Proclamation to Roop Goyal, Human Relations Commissioner and Members of the Hindu Community, declaring the month of October 2024 as Hindu Heritage Month in the City of Redlands.

PUBLICCOMMENT

Open Dialogue - Michael Paisner raised concerns about comments made by Mayor Tejeda at the last City Council meeting. He stated he had no ill will towards him but urged the Mayor to distance himself from a coalition that he claimed was a hate group.

City Infrastructure - Dennis Bell said that he thought one of the current candidates running for City Council was misinformed about why the City's infrastructure had been ignored, and in his opinion, he said improvements had long been ignored because funding priorities were focused on cultural and social issues.

Step-Up in Redlands - Rogelio Saldana described his experiences as a resident at Step Up in Redlands as dreadful, and he said the management company was derelict in their duties in overseeing the housing complex and should be let go. He complained about the rampant drug use at the facility.

Street Cleaning & Flight Path - Brian Roche was frustrated that he had never seen a street sweeper at his house in southeast Redlands, despite the fact that he had paid for the services for many years. He requested the Council consider voicing their opposition to the current flight path used by jets flying in and out of San Bernardino International Airport.

Community Concerns of Safety - Amber asked Mayor Tejeda to distance himself from a coalition that she cited as a hate group, and she recounted incidents of stalking by the group.

CONSENT CALENDAR

Minutes

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the regular meeting minutes of October 1, 2024.

Vote: 5 - 0 Passed

Proclamation October 2024 Hindu Heritage Month

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously authorized, by roll call vote, issuance of a Proclamation declaring the month of October 2024 Hindu Heritage Month in the City of Redlands.

Vote: 5 - 0 Passed

Proclamation Childhood Lead Poisoning Prevention Week

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously authorized, by roll call vote, issuance of a Proclamation declaring October 20-26, 2024, as Childhood Lead Poisoning Prevention Week.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

City Attorney Garcia explained that the Settlement Agreement and General Release of All Claims - Sedlick v. City of Redlands et al.; United States District Court Case No. 5:23-cv-00457-JGB (SPx) was a police liability matter, with the terms and conditions set forth in the agreement. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this disclosure was on the agenda to notify the public of the settlement negotiated by the City. As public comment, Dennis Bell said this item did not belong on the Consent Calendar because of the $1 million negotiated price tag.

On motion of Mayor Eddie Tejeda, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between Sandy Sedlick and Joseph Sedlick and the City of Redlands and Yessenia Blevens, Tyler Frisch, Tyler Simonsen, and Isaac Spiegel. Under the terms of the agreement, the City agrees to pay Sandy Sedlick and Joseph Sedlick $1,000,000.00 to settle and dispose of disputes and controversies associated with United States District Court Case No. 5:23-cv-00457-JGB (SPx), entitled Sedlick v. City of Redlands et al.; and authorized the City Manager to execute the Settlement Agreement.

Vote: 5 - 0 Passed

Holiday Decor and Installation Services

Facilities and Community Services Director Crocker reported on an agreement with Decor IQ, LLC for holiday decor and installation services for the downtown area for an amount not-to-exceed $180,186. As public comment, Dennis Bell said this was a lot of money to go towards decorations, and he asked for more fiscal accountability.

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 the agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and approved an agreement with Decor IQ, LLC for holiday decor and installation services for the downtown area in an amount not-to-exceed $180,186.

Vote: 5 - 0 Passed

Laboratory Testing and Analysis CA Street Landfill

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of this agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved an agreement with Babcock Laboratories, Inc. for laboratory testing and analysis for the California Street Landfill for an amount not-to-exceed $52,836.

Vote: 5 - 0 Passed

In-Kind Request Redlands Turkey Trot Event

Facilities and Community Services Director Crocker introduced the request by Phoenix Hope International to hold The Redlands Turkey Trot event on November 28, 2024, within Sylvan Park and the surrounding area, which included street closures and a request for in-kind support in the amount of $14,536 related to the event. In celebration of the 10th Annual Redlands Turkey Trot, Phoenix Hope International is partnering with Inland Harvest in hopes of collecting 10,000 pounds of food. All canned goods donated will go to local non-profit agencies that provide food for needy populations and all proceeds from this year's event will benefit Redlands Schools and local charities. Ms. Crocker confirmed the group was a non-profit organization. As public comment, Dennis Bell was opposed to granting in-kind support to an out-of-state organization and requested the Council stop playing "Santa Claus".

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; approved a request for in-kind support for the amount of $14,536.00 related to this event; and approved the temporary street closure related to the event.

Vote: 5 - 0 Passed

In-Kind Request Redlands Veterans Day Celebration Event

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that the approval of the event is exempt from the environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; approved a request for in-kind support of $20,703 for this event; authorized the temporary closure of Citrus Ave., Church St., Eureka St., State St., Center St., Redlands Blvd and New York St; and authorized the sale and consumption of alcoholic

beverages during the Veterans Day Celebration.

Vote: 5 - 0 Passed

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

Facilities and Community Services Director Crocker introduced the request for in-kind support in the amount of $25,778 related to the New Year's Eve Orange Drop event hosted by the Redlands Chamber of Commerce on December 31, 2024. As public comment, Chamber of Commerce Executive Director Evan Sanford thanked the City for their partnership and stated the event was free and fast becoming a family-friendly destination for NYE. He added it supports the local economy and offers a wide variety of activities for everyone. Dennis Bell asked why such a huge increase over the request from 2023. Mayor Pro Tem Barich agreed that the event attracted many people to the downtown area, and he thought it was money well spent.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, the approval of the event is exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act; approved a request for in-kind support for the amount of $25,778.00 related to this event; and authorized the temporary closure of Citrus Ave., 6th St., 7th St., and 8th St on Tuesday, December 31st, 2024 for the Annual Chamber of Commerce NYE Orange Drop.

Vote: 5 - 0 Passed

Licensing from Sidepath Purchase

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, an intergovernmental purchase of VMware support and licensing from Sidepath in the amount of $30,660 per year with a three-year commitment, totaling $91,980 over three years.

Vote: 5 - 0 Passed

SBCTA Cooperative Agreement Time Extension

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of a Third Amendment to the Cooperative Agreement with San Bernardino County Transportation Authority (SBCTA) 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 Cooperative Agreement Time Extension with SBCTA for the Interstate 10/Alabama Street Improvement Project.

Vote: 5 - 0 Passed

Resolution No. 8632 Traffic Regulations Time-Restricted Parking Zones

Municipal Utilities and Engineering Director Harris presented Resolution No. 8632 to establish time-restricted parking zones on Columbia Street between Colton Avenue and Sun Avenue. Residents of Columbia Street recently reported that patrons and employees of local businesses were parking on residential streets for long periods, disrupting street cleaning, trash pick-up, and access for visitors. They also noted that events hosted by these businesses have increased traffic, noise, and trash in the area and these activities significantly inconvenience residents. In hopes of mitigating these issues, several Columbia Street residents requested a 20-minute time-restricted parking zone and the issuance of residential parking permits along Columbia Street. MUED staff contacted the Columbia Street businesses to inform them of this request, with the businesses indicating that a 20-minute parking zone would not provide sufficient time for their customers and suggested implementing a 2-hour parking zone instead.

After considering the feedback from both parties, the Traffic and Parking Commission (TPC) proposed a compromise. They noted that a 20-minute time limit might not be realistically enforceable. The TPC proposed a 1-hour parking time restriction for Columbia Street between the Alley and Sun Avenue, and a 2-hour parking time restriction for Columbia Street between the Alley and Colton Avenue. These restrictions would apply during business hours from 6 AM to 8 PM. As public comment, Andy Hoder described the meeting as a lively and intense discussion, one that ended with a good outcome and a good compromise from everyone who participated. Council Member Saucedo directed staff to conduct a review of the efficacy of the new regulations after they had been in place for one year.

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 Resolution No. 8632 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8632, establishing time-restricted parking zones on Columbia Street between Colton Avenue and Sun Avenue.

Vote: 5 - 0 Passed

Third Amendment SCADA Upgrade Project Agreement

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of a Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC 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 Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC, for the Water Distribution System Supervisory Control and Data Acquisition (SCADA) Upgrade Project to extend the project time for completion to June 30, 2025.

Vote: 5 - 0 Passed

Resolution No. 8637 Support of Proposition 36

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution No. 8637 in support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act.

Vote: 5 - 0 Passed

COMMUNICATIONS

Resolution No. 8635 Support of Proposition 4

Council Member Saucedo opened the discussion concerning Resolution No. 8635 in support of Proposition 4: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024. Proposition 4 will appear on the November 2024 Ballot and provides for $10 billion to comprehensively address the varied climate impacts and challenges facing California's current communities and future generations. The investments included in Proposition 4 aim to help communities avoid and recover from the impacts of wildfire, flood, drought, extreme heat, or other climate-related events, as well as to help restore and protect natural systems experiencing such impacts. The City of Redlands could be eligible for many of the programs identified if Proposition 4 passes on the November 2024 ballot, and he encouraged his colleagues to support the Resolution.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8635 in support of Proposition 4: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.

Vote: 5 - 0 Passed

ARPA Update and Reprogramming of ARPA Funds

Grants Coordinator Selina Sanchez, provided background concerning the American Rescue Plan Act (ARPA) and described the current budget standing, listed the fully obligated and expended programs, and reviewed the success of the resident grocery gift card program. The recap included the distribution of funds and the request for the Council to consider the reprogramming of ARPA funds to be obligated by December 31, 2024. Staff requested the reallocation of $1,200,000 from the approved Pandemic Response ARPA category to the approved Resident Grocery Gift Card Program to fund an additional 1,000 eligible households with a $100 per month grocery gift card for a period of 12 months. The details included, 1) Increasing eligible applicants; 2) Round 2 currently has 1,400 applicants with the recommendation to add 1,000 more applicants; 3) Cost: $1,200,000 to add 1,000.

The expanded program, serving an additional 1,000 households, will provide critical assistance to residents who are eligible but have been unable to participate due to limited capacity. This reallocation will significantly improve the quality of life for hundreds of additional households, aligning with the intended use of ARPA funds. These funds were originally set aside for public health response efforts, mitigation, and prevention activities, but the City's ongoing expenses have been reduced in responding to the pandemic. Each Council Member expressed their full support of the program and were pleased more families would be served.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the reallocation of $1,200,000 from the approved Pandemic Response ARPA category to the approved Resident Grocery Gift Card Program to fund an additional 1,000 eligible households with a $100 per month grocery gift card for a period of 12 months.

Vote: 5 - 0 Passed

NEW BUSINESS

MOU Santa Ana Wash Wildlands Trails

Development Services Director Desatnik summarized a Memorandum of Understanding Regarding Planning and Funding of the Santa Ana Wash Wildland Trails between the City of Highland, City of Redlands and the San Bernardino Valley Water Conservation District. The Wash Plan Habitat Conservation Plan (Wash Plan HCP) is a regional land use concept that permits and relocates a series of sand and gravel mining lease areas to locations adjacent to existing mining, and creates a habitat preserve per the requirement of these permits for a number of regional land use projects, called "Covered Activities." The Wash Plan HCP has received federal approval and is in the process of obtaining permits from the California Department of Fish and Wildlife. The San Bernardino Valley Water Conservation District (Conservation District) is implementing the Wash Plan HCP to allow the development, expansion, and maintenance of facilities for both municipal and commercial entities within the Wash Plan HCP area, including those of the City, while providing protected habitat for multiple Federal and State protected species that are found within the Wash Plan HCP area.

The Trails MOU focuses on wildland trails that fall on Conservation District property, is proposed with a twenty-year term, and defines the respective parties' roles in permitting and allowing public access to the wildland trails over time. It designates the Conservation District as the lead agency for any environmental review or permitting that may be required apart from that already completed for the Wash Plan HCP, as well as the lead implementing and operating agency for the wildland trails.

As public comment, Dick Corneille and Dr. Hillary Jenkins, Board Members of the San Bernardino Valley Water Conservation District, pushed for the Council to approve the MOU, pointing out it offers 7.3 miles of trails, contains the elements needed to protect endangered species while also allowing public access. They said it was a win, win, win and represented a long-term commitment and desire to benefit the entire community. Council Member Saucedo raised questions about the number and locations of the trails and requested staff prepare a PowerPoint presentation for a future meeting, to add visual context needed to identify all the trails. He said it was imperative to preserve the beauty and resiliency of the wash.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, and authorized the Mayor to execute the MOU Regarding Planning and Funding of the Santa Ana Wash Wildland Trails.

Vote: 5 - 0 Passed

Turf Mowing Contractual Services

Facilities and Community Services Director Crocker reviewed an agreement with American Landscape and Maintenance, Inc. for turf mowing contractual services within City parks and medians for a term of three years in the amount not-to-exceed $566,624. Parks division staff perform routine maintenance and oversight of these areas in addition to utilizing outside contractual services on an as-needed basis. These additional outside services have proven to be cost-effective and help ensure consistent maintenance, allowing staff to focus on more specialized tasks within the City's parks and medians.

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 an agreement for turf mowing contractual services within City parks and medians is exempt from environmental review pursuant to Section 15301(h) of the State's Guidelines implementing the California Environmental Quality Act; and approved the agreement with American Landscape and Maintenance, Inc. for turf mowing contractual services within City parks and medians for a term of three years in the amount not-to-exceed $566,624.

Vote: 5 - 0 Passed

First Amendment Agreement with ALS Group USA, Corp

Municipal Utilities and Engineering Director Harris explained the need for a First Amendment to the Professional Services Agreement with ALS Group USA, Corp. to revise the annual compensation to $109,000, with options to extend for two additional one-year terms, for a total potential amount not-to-exceed $327,000. The original Agreement included an initial term of one year, two optional one-year extension terms, and an annual compensation not-to-exceed $34,000, but included very limited PFAS sampling and analysis. Since then, the State and EPA have finalized the emerging contaminant regulations, which now include comprehensive sampling and analysis requirements for public water systems. In order to comply with this new mandate, it is necessary to amend the ALS Agreement to significantly increase the PFAS sampling and analysis frequency.

The cost for sampling and analysis required for mandated PFAS monitoring is $750 per sampling site. The City has a total of twenty-five sampling points, including eighteen sites mandated by the Federal EPA and seven sites designated for special studies required for the Water Division's operations. This sampling and analysis will occur every quarter, adding an additional $75,000 in costs to fulfill this requirement over the next four quarters. The First Amendment increases the annual Agreement not-to-exceed amount to $109,000, which increases the total potential Agreement value to $327,000.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a First Amendment to the Professional Services Agreement with ALS Group USA, Corp. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the First Amendment to the Professional Services Agreement with ALS Group USA, Corp. to revise the annual compensation to $109,000, with options to extend for two (2) additional one-year terms, for a

total potential amount not-to-exceed $327,000.

Vote: 5 - 0 Passed

Agreement with CelPlan Technologies Video Management Solution

Information Technology Manager Eric Owens introduced an agreement with CelPlan Technologies, Inc to provide a new video management solution including wireless network infrastructure equipment and maintenance services for an initial term of $1,158,006.29, with an option for four additional extension terms, bringing the total compensation during the initial term and four extension terms to an amount not-to-exceed $2,131,048.93. The existing public safety camera system has been in production for over fifteen years. It is a critical tool that bolsters crime prevention, enhances evidence collection and investigations, and provides real-time monitoring of public spaces. The system has become increasingly unreliable due to its unsupported status, which poses significant risks, including potential security gaps and operational challenges.

Deputy Police Chief Jeremy Floyd provided additional information pointing out the system's outdated technology hampers the ability to effectively monitor and respond to security incidents. The current wireless network does not meet the demands of modern security solutions, which require high-speed, reliable connectivity. Given the size and number of cameras throughout the City, this will be a phased project spanning multiple years.

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 Professional Services Agreement with Cel Plan Technologies, Inc 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 agreement with CelPlan Technologies, Inc to provide a new video management solution for the City including wireless network infrastructure equipment and maintenance services for an initial term of $1,158,006.29, with an option for four additional extension terms, bringing the total compensation during the initial term and four extension terms to an amount not-to-exceed $2,131,048.93.

Vote: 5 - 0 Passed

Enterprise Resource Planning System Agreement

Information Technology Manager Eric Owens offered details of an Agreement with Tyler Technologies, Inc. for five years, for an amount not to exceed $586,526, for Software Maintenance and Support of the City's Enterprise Resource Planning System. In 2019, the City procured a new financial accounting and human resource management system from Tyler Technologies, Inc. (Tyler). Tyler's Enterprise Resource Planning (ERP) Software system includes major functions within finance administration and purchasing as well as functions within human resources. Since this purchase in 2019, Tyler has provided software maintenance and support to City staff through the previous software and implementation services agreement. Payment of the annual invoice ensures access to routine software updates and technical support. Tyler's ERP has become an integral part of the everyday functions of the City of Redlands, and without such support services, the system could be

rendered unusable.

These functions include general ledger accounting, accounts payable, project & grant accounting, budgeting, purchasing, capital assets, payroll, and human capital management. The ERP system also includes content/document management, reporting & analytics, and a financial statement builder.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, an Agreement with Tyler Technologies, Inc. for five years, for an amount not to exceed $586,526, for Software Maintenance and Support of the City's Enterprise Resource Planning System.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Fire Department Open House - All Council Members proudly attented the Fire Department Open House event and complimented Chief Sessler for a great day.

Coptober- Mayor Tejeda, Mayor Pro Tem Barich and Council Members Davis and Saucedo enjoyed the Coptober event held at Ranch Market and expressed their appreciation of Chief Tolber and her staff.

RCRC Homeless Forum - Mayor Pro Tem Barich and Council Members Guzman-Lowery and Saucedo participated in the forum seeking innovative solutions to homelessness.

Mayor Tejeda attended a low-rider car show fundraiser in support of the Ronald McDonald House.

Mayor Pro Tem Barich urged the public to refrain from using profanity when at a public meeting.

Council Member Davis hosted the first meeting of the 4th season of the Youth Council. She was excited to welcome over 40 new students to the program this year.

Council Member Guzman-Lowery was looking forward to the Chamber of Commerce Dog Jog next Sunday, October 20.

Council Member Saucedo participated in the Stater Bros Believe Walk on October 6.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:30 P.M. With the cancelation of the meeting scheduled for November 5, 2024, the next regular meeting of the City of Redlands City Council will be held on November 19, 2024.

City Council Meeting **I. 2.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for Student Commissioner Appointments for calendar year 2025 (Mayor Tejeda)

MOTION:

1. I move to appoint Grace Emrick, Redlands High School, to serve as the student commissioner on the Human Relations Commission for calendar year 2025.

2. I move to appoint Vincent Fu, Citrus Valley High School, to serve as the student commissioner on the Traffic and Parking Commission for calendar year 2025.

3. I move to appoint Victoria Grace Montaghami, The Grove High School, to serve as the student commissioner on the Parks and Recreation Advisory Commission for calendar year 2025.

RECOMMENDATION:

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

DISCUSSION:

In September of this year, staff contacted the local high schools in Redlands, both public and private, to seek applications from students interested in serving as a student commissioner on the Human Relations Commission, the Traffic and Parking Commission, and the Parks and Recreation Advisory Commission for calendar year 2025.

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

calendar year and have full voting privileges on the commission to which they are assigned. Attached are copies of 8 student applications received for the three commissions.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Student Applications 2024

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR:

City Manager's Office

NOV - 1 2024

Received

✓ Human Relations Commission

____ Parks and Recreation Advisory Commission

____ Traffic and Parking Commission

Name Kaylani Kim

Address [redacted] City Redlands

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

Email: [redacted] High School: Citrus Valley

Reasons for desiring to serve – relevant experience and qualifications:

I am eager to serve on the Human Relations Commission to help foster respect and understanding within our community. My experience as a peer tutor and as Captain of the varsity golf team has strengthened my communication and leadership skills, and my internship on Senator Rosilicie Ochoa Bogh's re-election campaign has deepened my commitment to public service. I believe these experiences make me well-suited to support the commission's mission of promoting equity and goodwill in Redlands.

Signature Kaylani Kim Date 10/30/2024

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

(1) Candace Viero (2) Jordan V. James

Telephone 909-799-2300 x 35541 Telephone 909.799.2300 x 35562

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

I:\cmo\BOARDS\15. Student Appt Notices\2024\Student Appt Notice CVHS24.doc

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Email completed for to: RedlandsOCM@cityofredlands.org

COMMISSION\BOARD APPLIED FOR:

City Manager's Office

NOV - 2 2024

Received

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

Name Nina Sanchez

Address [redacted] City Redlands

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

Email: [redacted] High School: Citrus Valley High School

Reasons for desiring to serve – relevant experience and qualifications:

To serve my community in a meaningful and impactful way by using my talents, skills and abilities. As an officer of my school's Computer Science Club I document club activities and meeting minutes. As Yearbook staff, I interview students and other people, gather relevant data and take pictures for various school and student organizations and activities and write about it in the yearbook.

Signature Nina Sanchez Date 11-01-24

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

(1) Jerry Shearer
AVID, English 12 Teacher
Citrus Valley High School
Telephone (909)799-2300 ext 35324

(2) Paola Wagner
French I, II & III Teacher
Citrus Valley High School
Telephone (909)799-2300

Return Application to: **Office of the City Manager, Suite 200,**
CITY OF REDLANDS
35 Cajon Street, PO Box 3005, Redlands, CA 92373, or
RedlandsOCM@cityofredlands.org

REDLANDS "A City That Works"

I

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR:

City Manager's Office

OCT 17 2024

Received

_____ Human Relations Commission

_____ Parks and Recreation Advisory Commission

__✓__ Traffic and Parking Commission

Name Vincent Fu

Addres [redacted] City Highland

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

Ema [redacted] High School: Citrus Valley HS

Reasons for desiring to serve – relevant experience and qualifications:

- teen driver w/ license for over half a year
- knowledgable on types of traffic lights + intended purposes
- hard working (top grades in school)
- maintained leadership positions in school clubs

Signature [signature] Date 10/12/2024

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

(1) Abhinav Pidaparthi (2) Chaplain Mike Ballinger

Telephone [redacted] Telephone [redacted]

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

I:\cmo\BOARDS\15. Student Appt Notices\2024\Student Appt Notice CVHS24.doc

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Email completed for to: RedlandsOCM@cityofredlands.org

COMMISSION\BOARD APPLIED FOR:

City Manager's Office

NOV - 2 2024

Received

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

Name Victoria Grace Montaghami

Address [redacted] City Loma Linda

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

Email [redacted] High School: The Grove High School

Reasons for desiring to serve – relevant experience and qualifications:

Signature [signature] Date 11/3/24

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

(1) Julie E. Ellis
Redlands Community Hospital (RCH)
Volunteer Manager
Telephone [redacted]

(2) Tina O'Brien
The Grove School ASB
Advisor
Telephone [redacted]

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

Reasons for desiring to serve – relevant experience and qualifications:

Growing up in the Redlands area, I have always loved the various activities offered by parks and recreation facilities. I remember being a child and loving the movies in the park, such as those shown at Brookside Park and other parks. I have also enjoyed the Redlands Bowl performances and have utilized the Joe R. Gonzales Community Center countless times for our school's volleyball team practices/games. I have a deep connection to Redlands and have many fond memories. Each event has always been so community-inviting, and I look forward to giving back by having the opportunity to make a difference. I'm contributing to my community by leading ASB and the Model UN Program at my school, which has helped me develop leadership and communication skills over the past 5 years of involvement. Additionally, I have had the privilege of participating as a Redlands City Youth Council member, which has allowed me to see a more profound legislative perspective on advocacy programs and how the public uses parks and recreational spaces. I would be an excellent candidate for this position because I love the city of Redlands and am committed to creating programs that benefit children, youth, families, and seniors alike.

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

Email completed for to: RedlandsOCM@cityofredlands.org

City Manager's Office

SEP 27 2024

Received

COMMISSION\BOARD APPLIED FOR:

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

Name Ben Jordan

Address [redacted] City Mentone

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

Email [redacted] High School: Redlands High School

Reasons for desiring to serve – relevant experience and qualifications:

My sister works in local government as a planner which initially sparked my interest. I'm in my school's asb, and play for the boys volleyball team so I know how to be a leader and work in a team. I love my community and want to work to better it. I volunteer at the library and truly enjoy working with people.

Signature Benjamin Jordan Date 9/20/24

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

(1) Allison Cobb
teacher @ Redlands High School

Telephone [redacted]

(2) Brittany Freiboth
honers 10 english Teacher

Telephone [redacted]

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

1

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

City Manager's Office

SEP 27 2024

Received

COMMISSION\BOARD APPLIED FOR:

X Human Relations Commission

____ Parks and Recreation Advisory Commission

____ Traffic and Parking Commission

Name Grace Emrick

Address [redacted] City Redlands

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

Email: [redacted] High School: Redlands High School

Reasons for desiring to serve – relevant experience and qualifications:

As a 3 year member of my school's competitive choir Les Chanteuses, I have learned that success is a result of a positive environment. I am also a volunteer counselor at Stars of Tomorrow Children's Theater, where I teach kids 5-12 theater acting. Through this, respecting others as equals is something I have found value in. As somebody born and raised in Redlands, I want to use my voice for such values to be seen in our community.

Signature Grace Emrick Date 9-16-24

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

(1) Dimyana Pelcu (Stars of Tomorrow Theater Director)

Telephone [redacted]

(2) Jesse Diaz Director of Choirs Redlands High School

Telephone [redacted]

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

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CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM
(Please note that this form is a public record that may be subject to disclosure upon request)

COMMISSION\BOARD APPLIED FOR: City Manager's Office

____ Human Relations Commission
_✓_ Parks and Recreation Advisory Commission
____ Traffic and Parking Commission

SEP 27 2024

Received

Name Lilly Setiadi

Address [redacted] City Loma Linda

Telephone (Mobile) [redacted] (Home) _____

Email: [redacted] High School: Redlands High School

Reasons for desiring to serve – relevant experience and qualifications:

I have grown up working in the garden with my mom and I have ~~helped~~ grown up helping on a regenerative farm. My love for plants, animals, and the overall environment has driven me to want to take action.

Signature Lilly Setiadi Date 9/16/24

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

(1) Steven Wurangian (2) Susie Silveria

Telephone [redacted] Telephone [redacted]

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

I:\cmo\BOARDS\15. Student Appt Notices\2024\Student Appt Notice RHS24.doc

CITY OF REDLANDS
STUDENT COMMISSIONER APPLICATION FORM

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

City Manager's Office

SEP 27 2024

Received

COMMISSION\BOARD APPLIED FOR:

____ Human Relations Commission

____ Parks and Recreation Advisory Commission

X Traffic and Parking Commission

Name Valerie Bautista

Address [redacted] City Loma Linda

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

Email [redacted] High School: Redlands High School

Reasons for desiring to serve – relevant experience and qualifications:

Some experience's and qualifications I have is I know transportation knowledge like parking-related areas. I know how to be a problem solver like if there are complaints relating to traffic matters, I'll know how to handle it. I'll know how to improve traffic conditions when needed.

Signature Valerie Bautista Date 9/20/24

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

(1) Minhy Balon, my supervisor.

Telephone [redacted]

(2) Family friend - Name: Erick [redacted]

Telephone [redacted]

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

I:\cmo\BOARDS\15. Student Appt Notices\2024\Student Appt Notice RHS24.doc

City Council Meeting **I. 3.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for the reappointment of Thomas Breitkreuz, David Garcia, and Paul Norwood to the Municipal Utilities/Public Works Commission (Mayor Pro Tem Barich)

MOTION:

I move to reappoint Thomas Breitkreuz, David Garcia, and Paul Norwood to serve additional four-year terms each on the Municipal Utilities/Public Works Commission ending November 16, 2028.

RECOMMENDATION:

It is recommended by Mayor Tejeda and Mayor Pro Tem Barich that Thomas Breitkreuz, David Garcia, and Paul Norwood be reappointed to serve additional four-year terms each on the Municipal Utilities/Public Works Commission ending November 16, 2028.

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, Mayor Pro Tem Barich has been delegated authority by Mayor Tejeda to make the recommendation for this appointment.

DISCUSSION:

It is recommended by Mayor Tejeda and Mayor Pro Tem Barich that the City Council consider this reappointment to the Municipal Utilities/Public Works Commission.

A public notice requesting interested residents to submit an application to the Municipal Utilities/Public Works Commission was issued in September. The

public notice was aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. One new application was received and one application from a previous posting was included for consideration.

The Municipal Utilities/Public Works Commission consists of seven members as follows:

- Thomas F. Breitkreuz
- David Garcia
- Paul Norwood
- Robert Mealso
- Adekunle Ojo
- Chandrasekar Venkatraman
- Steve Stockton

ALTERNATIVES:

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

MUPW Notice 9.10.24
MUPWC Applications

City of
REDLANDS
Incorporated 1888
300 E. State Street, Suite 690, Redlands, CA 92373
909-798-7510
www.cityofredlands.org

PUBLIC NOTICE

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

MUNICIPAL UTILITIES/PUBLIC WORKS COMMISSION - The Municipal Utilities/Public Works Commission serves in an advisory capacity to the City Council and advises and assists the Municipal Utilities and Engineering Director, City Manager and other city departments by providing citizen review and input concerning all aspects of the management and operation of public works projects and facilities, thereby providing a direct channel for utilization of the citizen expertise available in the community.

This Commission meets on the first Monday of even-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's Office, Civic Center, 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 September 24, 2024.

Amy Edwards

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

09/10/24

Received By City Manager's Office
9.24.24

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

MUNICIPAL UTILITIES/PUBLIC WORKS COMMISSION

Name Dan Jimenez

Address [redacted], Redlands, CA 92374

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

Email [redacted]

Occupation Educator

Reasons for desiring to serve – relevant experience and qualifications:

Please See Attached Document.

Signature Dan M. Jimenez **Date** 09/24/2024

** 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) Evan Sanford
Executive Director
Redlands Chamber of Commerce
Telephone [redacted]

(2) Maria Whitaker-Saucedo
Chair
Common Vision Coalition
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.

V address verified (AE)

Reasons for desiring to serve – relevant experience and qualifications:

I would be honored to serve the community of Redlands by joining the **Municipal Utilities/Public Works Commission**.

Since January 2024, I have been an active member of the Utility Advisory Committee. Pursuant to Redlands Municipal Code, we met several times with City staff and Raftelis to review a rate study regarding a potential increase of city water and wastewater rates. Our committee feverishly worked to ensure that we asked clarifying questions to understand the capital improvements projects needed to address the city's wastewater treatment plant's much needed repairs. After much consideration we were able to accomplish our goal and make a recommendation to the city council that was fiscally appropriate and was less than the original proposed amount by the consultant.

As a graduate of the Leadership Redlands class of 2023, organized by the Redlands Chamber of Commerce I had the opportunity to see the needs of our city from different perspectives. Throughout the program we gained an understanding about the role of city government and important issues such as homelessness, education, healthcare, and geographic information systems, amongst others. It is my desire to continue using this in-depth knowledge of our cities key sectors to synthesize them for the common wellbeing and prosperity of the city's residents.

Public service requires dedication and focus from its members, which is something that I take in pride in bringing to the table. During the Leadership Redlands program, I was a lead committee member in the planning of our community service project (Movies in the Park – North Redlands). The result of our team's focus was a successful event that served over 1,000 community members. This nine-month experience has prepared me for continuing to work with city staff and reading recommendations as well as pursuing equitable outcomes for all in our community.

In the months following the completion of the Leadership program, I continued to pursue the goals of our community beautification initiative. I attended several meetings with stakeholders across city departments and RUSD district officials to bring to fruition a reforestation project in North Redlands. Additionally, we were able to beautify several utility boxes with a renowned artist. My attention to detail and persistence in seeing projects through to completion is also exemplified here.

Finally, I am accustomed to working in teams and commissions. I am a member of my school's Leadership team where I influence policy that affects our student population. I also provide professional development for teachers. Additionally, I have served as the vice-chair of the School Site Council at my school site for the past three years and am familiar with Roberts Rules of Order and leading meetings. I am savvy with technology and a quick learner, which are essential skills for success in our modern society.

In summary, I believe that my current city commission experience, project development, and work-based skills make me an effective candidate for this committee.

Received By City Manager's Office
11.7.23

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

Municipal Utilities/Public Works Commission

Name Gary Wintergerst

Address [redacted] Redlands CA 92374

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

Email [redacted]

Occupation Retired Civil Engineer (CA C-21918)

Reasons for desiring to serve – relevant experience and qualifications:

I am a native and 70-plus year resident of Redlands so I believe I have fairly extensive knowledge of the community and many of its needs. As a retired Civil Engineer I have experience in a variety of public works projects, particularly in the transportation field. I am a Caltrans retiree but nearly half of my engineering career has been spent as a consultant with several firms. Thank you for your consideration of my application to serve the community.

Signature G J Wintergerst **Date** 11/7/2023

** 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) J Gary Stegemann [redacted]
Redlands CA 92373
Telephone [redacted]

(2) Dr. Robert Denham [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 Council Meeting **I. 4.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for the appointment of Brian Ball to serve the remainder of a four-year term on the Cultural Arts Commission (Council Member Davis)

MOTION:

I move to appoint Brian Ball to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2027.

RECOMMENDATION:

It is recommended by Council Member Davis that the City Council consider the appointment of Brian Ball to the Cultural Arts Commission to serve the remainder of 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. 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 appointment.

DISCUSSION:

One vacant seat exists on the Cultural Arts Commission due to the resignation of Commissioner Danielle Giudici Wallis. A public notice was released on May 28th requesting interested residents to submit an application for the Cultural Arts Commission.The public notice was concurrently aired on Redlands TV and posted on the A. K. Smiley Public Library community bulletin board. The local newspapers also received distribution of the public notice. Seven new applications were received from recent postings, and two from previous postings were included.

The Cultural Arts Commission consists of seven members as follows:

- Vacant
- 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 Anaylst

Attachments

Cultural Arts Notice
Cultural Arts Applications 2024

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 June 11, 2024.

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

05/28/24

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 7 2024

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Brian Ray Ball

Address [redacted] Redlands, Ca 92374

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

Email [redacted]

Occupation Artist/Curator/Preparator

Reasons for desiring to serve – relevant experience and qualifications:

I am a local artist and curator that is looking to get involved with more of what is happening in the Redlands art community. for about 20 years I have been working with museums/galleries to put together art shows. I work full time as an artist, and am currenrly working with the Smiley Library on the Opening show. My experience with city, state and private art projects, conservation projects, installation of large, and complex art projects is ny qualifications!

Signature Brian Ray Ball Digitally signed by Brian Ray Ball Date: 2024.06.07 22:06:24 -07'00' **Date** 6/7/24

** 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) Kate Hoffman
Huntington Beach
Art Center
Telephone [redacted]

(2) Tom Dowling
Artist/ Teacher
Curtor
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 (tc)

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

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

(1) Char Burgess

Telephone [redacted]

(2) Ann McMahon

Telephone [redacted]

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300 E. State Street, Suite 690, Redlands, CA 92373
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✓ address Verified (te)

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

JUN - 9 2024

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

Received

COMMISSION\BOARD APPLIED FOR

CULTURAL ARTS COMMISSION

Name Edie Punt

Address [redacted] Redlands CA 92373

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

Email [redacted]

Occupation Software engineer, technical writer and editor.

Reasons for desiring to serve – relevant experience and qualifications:

I have been a Redlands resident for 28 years. I am a textile artist and I work as a software engineer and a technical editor and writer. I hope that my strong writing and editing skills will be a benefit to the role. I have volunteered my time as a literacy mentor to adults and taught textile arts to children. I see great value in public art as a reflection of a city's values, and can serve as inspiration to its citizenry and visitors.

Signature [signature] **Date** 9 June 2024

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

(1) Breana Lindsey, U of Redlands
Asst Director Recreation + Outdoor Programs.
[redacted]
Telephone [redacted]

(2) Shannon Shields, Esri
Group Product Engineering Lead
[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
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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

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

Redlands, CA 92373

Telephone [redacted]

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✓ address verified

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]

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
Telephone [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
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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.)

City Manager's Office

JUN 10 2024

Received

COMMISSION\BOARD APPLIED FOR
Cultural Arts

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

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

(1) Nelda Stuck
[redacted]
Redlands
Telephone [redacted]

(2) Dan Rodriguez
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
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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

JUN 11 2024

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Keana Suda

Address [redacted] Redlands, CA 92374

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]

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✓ 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 / Hor[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

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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.)

RECEIVED
JUN 05 2024
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR
Cultural Arts Commission

Name Rick Cummings

Address [redacted] Redlands 92374

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

Ema[redacted]

Occupation Program Art Director/Teacher

Reasons for desiring to serve – relevant experience and qualifications:
I have been a Redlands resident for the past 25 years. I was the Program Art Director at the School of Hope in San Bernardino for 35 years where I taught art to developmentally disabled adults. My students and I participated in Juried Art Shows throughout the Inland Empire. I am a member of the Redlands Art Association, the San Bernardino Art Association, and the Chaffey Museum of Art. I have curated and hung various art exhibits for over 40 years.

Signature Rick Cummings **Date** 6/5/2024

** 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) James Stewart

Telephone [redacted]

(2) David Rosales

Telephone [redacted]

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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.)

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 Creating 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

(2) Angela Albay Yerney

Telephone [redacted]

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
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✓ 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 **I. 5.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8603 for Street Vacation No. 194 - A request to summarily vacate an excess portion of unimproved Mecca Street right-of-way that is 30 feet in width and approximately 298 feet in length (total of approximately 8,941 square-feet) located approximately 150 east of Gold Hill Lane and south of 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8603 and approve Street Vacation No. 194.

RECOMMENDATION:

Staff recommends that the City Council find that the portion of public right-of-way along Mecca Street (30 feet wide and approximately 298 feet in length), located south of 31119 Outer Highway 10, meets the necessary criteria for a summary vacation and adopt Resolution No. 8603 approving Street Vacation No. 194.

On April 9, 2024, the Planning Commission reviewed the proposal and voted to adopt Resolution No. 1648 determining the street vacation would be in conformance with the 2035 General Plan (see Attachment C - Planning Commission Staff Report).

DISCUSSION:

The applicant, Jadeland Developments LLC, a Montana Limited Liability Company pursuant to the California Secretary of State, has filed an application to vacate an excess portion of public right-of-way. This section of right-of-way is located in the eastern portion of the City approximately 400 feet south of Outer Highway 10 and 150 east of Gold Hill Lane. While Mecca Street is considered public right-of-way, it is unimproved, there is no public access, and the adjacent landowners have built fences and placed storage materials within the right-of-way (see Attachment A - Location Map and Aerial Photo and Attachment B - Site Photographs). The site photographs show the fenced off portion of Mecca Street. The portion of right-of-way to be vacated is approximately 150 feet beyond the fence shown in the photos. The applicant is requesting the City to approve vacation of the portions of Mecca Street adjacent to the parcels they own, which will allow potential future property improvements or development of the properties without further concern about potential encroachment into public right-of-way.

Overall, the area requested to be vacated is 30 feet wide, approximately 298 long, and has an area of approximately 8,941 square feet. It begins 150 east of Gold Hill Lane and extends east approximately 298 feet adjacent to 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000).

On April 9, 2024, the Planning Commission reviewed the proposal and voted to adopt Resolution No. 1648 determining the street vacation would be in conformance with the 2035 General Plan (see Attachment C - Planning Commission Staff Report).

The subject portion of right-of-way is located on the east end of the City and was annexed into the City as a part of Annexation No. 72 in 1990. The homes and structures on the adjacent parcels date back to the 1930s. This portion of right-of-way was dedicated to the County of San Bernardino in 1973 and accepted by the County in 1990 prior to the annexation of the area. However, no improvements were ever made and there is no evidence that it has ever been used for public access. Based on site visits by City staff, the right-of-way has been fenced off at Gold Hill Lane, which does not allow public access, and aerial photos indicate that fencing has been in place since prior to 2018. Parcels abutting the right-of-way to be vacated are not fenced. The applicant owns these adjacent parcels and since early 2021, the applicant has used this area for storage and private access purposes. Though the right-of-way has been in existence since 1973, the City has no record of public improvements to it. The applicant is requesting to vacate the right-of-way to increase the buildable area of the adjacent lots, which may allow for future improvements or development of

the subject properties.

Pursuant to the California Streets and Highways Code (which defines the general procedures for public street and easement vacations), the City Council may adopt a resolution summarily vacating a public street that has been impassable for vehicular travel for a period of five consecutive years preceding vacation, and no public money was expended for maintenance on the street during such period. These findings can be made in this case for this segment of the public right-of-way (which has not been developed or improved) and is identifiable as right-of-way only on maps. Therefore, the summary vacation meets the criteria and may be approved. The excess right-of-way is not required for street or highway purposes.

Environmental Review: Street Vacation No. 194 will have no potentially significant effects on the environment and qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Section 15061(b)(3) is the "general rule" exemption for projects where it can be seen with certainty that there will be no environmental effects as a result of the activity.

ALTERNATIVES:

The City Council may:

1. Continue the matter to allow for additional information; or,
2. Not adopt the Resolution.

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
Christopher Boatman, Assistant City Manager

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year: 2023-2024

Appropriation Required Y/N: No

Discussion:

Vacation of the right of way will not have a negative fiscal impact on the City's budget. A fee of $3,726 has been paid by the applicant to defray the expenses of researching and processing this application.

Attachments

Attachment A: Location Map and Aerial Photograph

Attachment B: Site Photographs

Attachment C: Planning Commission Staff Report

Attachment D-1: Resolution No. 8603

Attachment D-2: Exhibits A and B to Resolution No. 8603



Location Map

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
S

Scale
0 130 260
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

December 28, 2023

OneStop.mxd



Aerial Photo

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N
W E
S

Scale

0 30 60

Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

December 28, 2023

OneStop.mxd

Site Photos





City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 3.C.**
Meeting Date: 04/09/2024

APPLICANT:
JADELAND DEVELOPMENTS
(PROJECT PLANNER: SEAN REILLY, PRINCIPAL PLANNER)

1. **Street Vacation No. 194** - A request to vacate an excess portion of unimproved right-of-way (Mecca Street) 30 feet in width and approximately 298 feet in length, totaling approximately 8,941 square feet located approximately 150 feet east of Gold Hill Lane and south of 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

SYNOPSIS

1. General Plan Designation:	Not applicable	
2. Existing Zoning:	Not applicable	
3. Surrounding Zoning:	North: Rural Residential Animals District (R-R-A) South: Rural Residential Animals District (R-R-A) East: Rural Residential Animals District (R-R-A) West: Rural Residential Animals District (R-R-A)	
4. Existing Land Use:	The subject “paper” street is unimproved and vacant.	
5. Surrounding Land Use:	North: Single-Family Residential South: Single-Family Residential East: Single-Family Residential West: Vacant	
6. Area / Topography:	The area of public right-of-way to be vacated is located in an area sloping to the northwest and surrounded by sparse single-family residential development, vacant land and agricultural uses.	
7. Environmental Determination:	Exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.	
8. Socio-Economic Cost / Benefit Study:	Not Applicable	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	August 2, 2023 November 8, 2023 January 23, 2023

PROPOSAL

The applicant has filed an application to vacate an excess portion of public right-of-way. This section of right-of-way is located in the eastern portion of the City approximately 400 feet south of Outer Highway 10 and 150 east of Gold Hill Lane. While Mecca Street is considered public right-of-way, it is unimproved, there is no public access, and the adjacent landowners have built fences and placed storage materials within the right-of-way (see Attachment A - Location Map and Aerial Photo and

Attachment B - Site Photographs). The site photographs show the fenced off portion of Mecca Street. The portion right-of-way to be vacated is approximately 150 feet beyond the fence shown in the photos. The applicant is requesting to vacate the portions of Mecca Street adjacent to the parcels they own which will allow potential future property improvements or development of the properties without further concern of encroachment.

Overall, the area requested to be vacated is 30 feet wide, approximately 298 long and has an area of approximately 8,941 square feet (see Attachment C - Legal Description and Exhibit). It begins 150 east of Gold Hill Lane extends east approximately 298 feet adjacent to 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000).

BACKGROUND

The subject portion of right-of-way is located on the east end of the City and was annexed into the City as a part of Annexation No. 72 in 1990. The homes and structures on the adjacent parcels date back to the 1930s. This portion of right-of-way was dedicated to the County of San Bernardino in 1973. However, no improvements were ever made and there is no evidence that it has ever been used for public access. Based on site visits by City staff, the right-of-way has been fenced off at Gold Hill Lane, which does not allow public access, and aerial photos indicate that fencing has been in place since prior to 2018. Parcels abutting the right-of-way to be vacated are not fenced. The applicant owns these adjacent parcels and since early 2021, the applicant has used this area for storage and private access purposes. Though the right-of-way has been in existence since 1973, the City has no record of public improvements to it. The applicant is requesting to vacate the alley to increase the buildable area of the adjacent lots, which may allow for future improvements or development of the properties.

ANALYSIS

Pursuant to State law, the City may regulate traffic on its public streets, alleys, and walkways only to the extent expressly authorized. The law permits the City to vacate a street, alley, or walkway upon a finding supported by substantial evidence that the right of way is no longer needed for vehicular or pedestrian traffic and is unnecessary for present or prospective use.

California Government Code Section 65402(a) requires that prior to considering a vacation or abandonment of any public right-of-way, the planning agency (i.e., Planning Commission) shall review the matter and render a determination as to the proposal’s conformity with the City’s General Plan.

The 2035 General Plan’s “Connected City” chapter does not include a roadway classification for Mecca Street, and this section of right-of-way is not shown in “Figure 5-5: Roadway Classifications”. Therefore, if approved, Street Vacation No. 194 will not conflict with any General Plan map or designation. In addition, the proposal will be consistent with General Plan Action 5-A.39, "Allow the City Engineer to adjust road standards where needed, based on actual conditions on the ground such as right-of-way availability, traffic volumes, and adjoining land uses." Based on the conditions on the ground and existing access easements, Mecca Street is not necessary for public access. The adjacent owners do not need this right-of-way for access as their properties are accessible by other means. The adjacent parcels will continue to have access from existing access easements on Gold Hill Lane, Knoll Road and Outer Highway 10. The proposed Street Vacation would not result in any negative impacts to the traffic-carrying capacity of the adjacent streets since the area proposed to be vacated has been determined to be excess right-of-way by the City Engineer and is not currently in public use. Therefore, the vacation of this excess portion of public right-of-way would be consistent with the General Plan.

ENVIRONMENTAL REVIEW

Street Vacation No. 194 will have no significant effects or potentially significant effects on the environment as a result of this proposal, and qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

FINDINGS

Staff recommends that the Planning Commission find that Street Vacation No. 194 is in conformity with the City's General Plan.

RECOMMENDATIONS

Staff recommends that the Planning Commission adopt Resolution No. 1648 (Attachment D) and find that Street Vacation No. 194 is in conformity with the City's General Plan.

MOTIONS

"I move that the Planning Commission adopt Resolution No. 1648 and determine that Street Vacation No. 194 for a portion of unimproved right-of-way adjacent to 31119 Outer Highway 10 is in conformity with the City's General Plan."

Attachments

Attachment A: Location Map and Aerial Photograph
Attachment B: Site Photographs
Attachment C: Legal Description and Exhibit
Attachment D: Resolution No. 1648

RESOLUTION NO. 8603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT EXCESS PUBLIC ROAD RIGHT-OF-WAY WAY LOCATED ADJACENT TO 31119 OUTER HIGHWAY 10 IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES, AND ORDERING A SUMMARY VACATION (STREET VACATION NO. 194)

WHEREAS, Duncan Shantz, authorized representative for the property owner, has requested the summary vacation of a portion of excess, undeveloped right-of-way excess that is 30 feet in width and approximately 298 feet in length totaling approximately 8,941 square feet, located adjacent to 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000); and

WHEREAS, the City of Redlands is authorized to vacate all or part of a public street or public service easement within the City pursuant to the Public Streets, Highways, and Service Easements Vacation Law (California Streets & Highways Code, Section 8300 et. seq.); and

WHEREAS, pursuant to Section 8331 of the California Streets & Highways Code, the City may summarily vacate a street if the street or highway has been impassable for vehicular travel and no public money was expended for maintenance on the street during such period, and the proposal meets this criteria; and

WHEREAS, pursuant to Section 8334(a) of the California Streets & Highways Code, the City may summarily vacate excess right-of-way of a street not required for street purposes, and the proposal meets this criteria; and

WHEREAS, in accordance with Section 8334.5 of the California Streets & Highways Code, the street may be summarily vacated if there are no in-place public utility facilities that are in use that would be affected by the vacation, and the proposal meets this criteria; and

WHEREAS, the proposal qualifies for exemption from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines for projects where there is no possibility of any significant environmental effects; and

WHEREAS, the City has determined that the City Engineer (or other City official deemed appropriate or otherwise authorized by City) shall be authorized to (a) sign all documentation necessary to vacate said excess right-of-way and easements, and (b) cause such documentation to be recorded in the Official Records; and

WHEREAS, on April 9, 2024, the Planning Commission held a public meeting on the proposal, and found that the vacation of the excess right-of-way would be in conformance with the City of Redlands 2035 General Plan; and

WHEREAS, on November 19, 2024, the City Council held a public meeting on the proposed summary vacation, and considered all testimony provided by the applicant and any other persons interested on the proposed vacation.

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

SECTION 1. The proposed vacation of said portion of alley right-of-way, located at south of 31119 Outer Highway, is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 2. The City Council of the City of Redlands, having elected to proceed under the provisions of Division 9, Part 3, Chapter 4 of the Streets & Highways Code of the State of California, hereby orders the summary vacation of approximately 4,000 square feet of excess right-of-way, as more specifically described in Exhibit "A" and "B" attached hereto and made a part hereof, based upon the following determinations:

A. For a period of five consecutive years or more, the subject segment of public right-of-way has been impassible for vehicular traffic.

B. No public money has been expended for maintenance of the subject segment of public right-of-way during the period it has been impassible.

C. In accordance with Streets & Highways Code Section 892, the subject segment of public right-of-way is not useful as a motorized or non-motorized transportation facility; and

D. The subject segment of public right-of-way is excess and unnecessary right-of-way for street or highway purposes.

SECTION 3. The City Engineer (or other City official deemed appropriate or otherwise authorized by City) is hereby authorized to and shall sign all documentation necessary to effect the vacation of the subject excess right-of-way, at which time the subject excess right-of-way shall be vacated and no longer constitute a street, highway, or public service easement.

SECTION 4. This resolution shall take effect immediately following the recordation of this Resolution by the San Bernardino County Recorder.

ADOPTED, SIGNED AND APPROVED this 19th day of November, 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 was duly adopted by the City Council at a regular meeting thereof, held on the 19th day of November, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit A
Legal Description
Street Vacation No. 194

[Attached]

Exhibit B
Plat Map
Street Vacation No. 194

[Attached]

EXHIBIT "A"
LEGAL DESCRIPTION
STREET VACATION

BEING A PORTION OF LOT 18 AND LOT 19, TRACT 2119 HILLTOP ACRES, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS SHOWN ON MAP FILED IN MAP BOOK 30, PAGES 54 THROUGH 58, INCLUSIVE, RECORDS OF SAID COUNTY, AND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF OFFER OF DEDICATION TO COUNTY OF SAN BERNARDINO, DOCUMENT RECORDED JANUARY 5, 1973 IN BOOK 8094, PAGE 1140, OFFICIAL RECORDS OF SAID COUNTY LYING WITHIN PARCEL 1 AND PARCEL 4 OF DEED TO JADELAND DEVELOPMENTS, DOCUMENT RECORDED AUGUST 14, 2015 AS INSTRUMENT NO. 2015-0350259, OFFICIAL RECORDS OF SAID COUNTY.

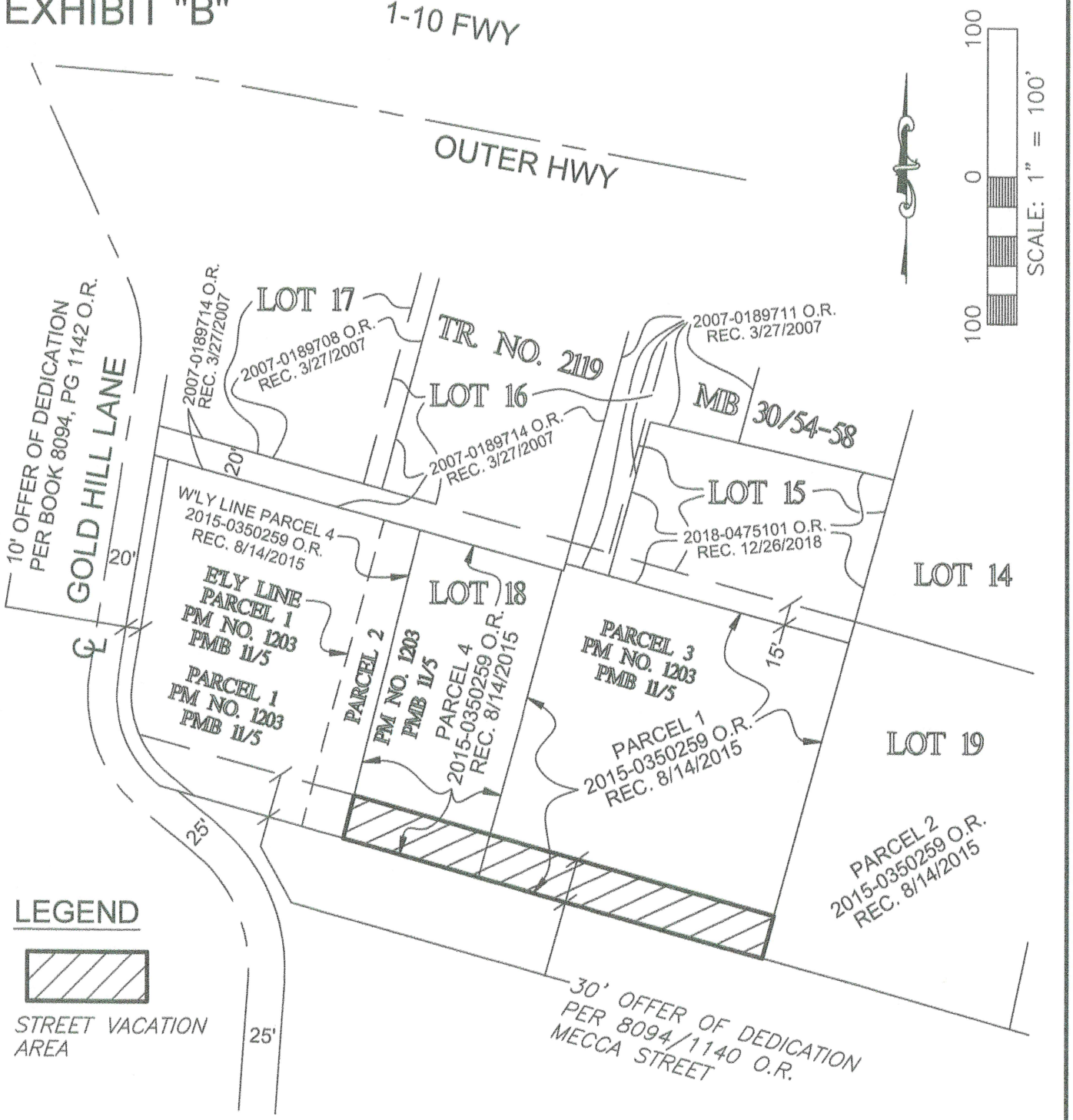
DESCRIPTION CONTAINING 8,941 SQUARE FEET, MORE OR LESS.

ON POINT LAND SURVEYING, INC.
PREPARED BY: Anthony D. Smith

ANTHONY D. SMITH, PLS 8133
DATE: 11/2/2023



EXHIBIT "B"



PN: 431-001

PROFESSIONAL LAND SURVEYOR
ANTHONY D. SMITH
No. 8133
EXP. 12-31-24
STATE OF CALIFORNIA

EXHIBIT B (PLAT) - STREET VACATION

PREPARED AT THE REQUEST OF JADELAND DEVELOPMENT

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

PREPARED BY: _____

DATE: 11/2/2023

PREPARED BY: ON POINT LAND SURVEYING, INC.

SCALE: 1"=100'

DATE: JULY 2023

SHEET 1 OF 1

City Council Meeting **I. 6.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve First Amendment to the Agreement with Community Works Design Group, LLC extending the agreement to June 30, 2025, to complete the design of a BMX Pump Track (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve the First Amendment to the Agreement with Community Works Design Group, LLC.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Agreement with Community Works Design Group, LLC for the provision of design services of a BMX Pump Track.

DISCUSSION:

On January 6, 2024, the City entered into an agreement with Community Works Design Group, LLC (CWDG) to provide design services for a BMX Pump Track at Sylvan Park. This project, recommended and supported by the Parks and Recreation Commission, aims to supplement and enhance the existing skate park facilities at Sylvan Park.

The proposed first amendment seeks to extend the term of the design agreement to June 30, 2025, allowing CWDG to finalize the project and prepare plans and specifications for bidding. Importantly, this extension does not include any additional costs. The additional time added to the project will ensure that both the City and CWDG can work diligently to ensure sufficient community

stakeholder engagement, the preservation of Sylvan Park's historical elements, and the seamless integration of the BMX Pump Track with existing park features.

ALTERNATIVES:
City Council may choose not to approve the amendment and provide staff alternative direction.

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
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services Director

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

Fiscal Impact

Fiscal Year:	2025
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	0
Budgeted Y/N:	N/A
Account No.:	N/A

Discussion:
No additional cost associated with this amendment

Attachments

1. Original Agreement
2. First Amendment

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of design services ("Agreement") is made and entered in this 6th day of February, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Community Works Design Group, LLC a California limited liability company ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

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

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by August 9, 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 Ninety-Nine Thousand Two Hundred Seventy-Nine dollars ($99,279). 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:

Scott Rice, President
Community Works Design Group, LLC
7111 Indiana Avenue, Suite 300
Riverside, CA 92504
Scott@cwdg.fun
Phone: 951-369-0700

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that

in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only,

and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

COMMUNITY WORKS DESIGN GROUP, LLC

By: _____
Scott Rice, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Services will include, but are not limited to:

- A complete set of construction drawings for an asphalt pump track suitable for mountain bikes, bmx bikes, and riders of all skill levels.
- Construction documents
- Engineers Estimate suitable for bidding purposes
- Bid package development
- Construction administration
- Preparing and submitting plans and drawings to the City's Building & Safety Division.

a. Make corrections to the plans as required, until the Plan Check process is approved and signed off. These plans will be used by a contractor to replace the existing equipment and reconfigure the system. Errors, omissions, unworkable, and/or improper design/drafting shall be corrected by the Consultant at no cost to the City.
b. The plans and drawings shall be clear, concise, and complete and shall include, where applicable, the Title Sheet, General Notes and Abbreviations, Civil, Utilities, Structural, Mechanical, Electrical Power, and other appropriate and necessary disciplines. The scales for the plans shall be 1" = 4' or 8' (as necessary) and 1" = 20' or 1" = 40' for site civil, or utilities plan sheets, if desired.
c. The chosen Consultant shall submit three (3) sets of bound copies of the design drawings, specifications and estimate with each submittal for plan checking to the City, along with the previous redlined check prints.
d. The Title Sheet shall include, but not be limited to: Project title, vicinity (location) map, title block, north arrow, scales, general notes, telephone numbers of utilities and other affected agencies and businesses, sheet index and other required notes and information.
e. Detail Plans shall be provided where standard plans are not available or where specific dimensioning cannot be readily shown on the improvement plans or provided by description in the project specifications or as needed to ensure project constructability.
f. The design shall be plotted using permanent drafting ink on Mylar and drafted on twenty-four inch by thirty-six inch (24" x 36"). The Final Plans shall be signed by a Registered Architect or Engineer (as appropriate in their discipline specialty) registered in the State of California, and shall be complete and ready for proposal purposes.
g. No "stickons" will be allowed. All originals and electronic data are to be considered the property of the City at all times and shall be submitted to the City, along with a CD-RW disk in AutoCAD format, upon completion or as and when directed or any other time when the contract is terminated or temporarily stopped or any other time as directed by the City.
h. Technical specifications with applicable standard plans as required to complete the construction documents. City to provide "boiler plate" front end general specifications.
i. Prior to preparation of final design plans, successful Vendor shall visit project site.

The Engineer's estimate shall include quantities, schedule of values, and any other assumptions in support of the estimates. The bid documents shall meet all requirements to obtain all necessary and available permits to perform the construction. The design shall meet all local, state, and federal applicable codes and criteria.

EXHIBIT "B"
FEE SCHEDULE

SYLVAN PARK PUMP TRACK - SCOPE AND FEE BREAKDOWN
CITY OF REDLANDS - COMMUNITY WORKS DESIGN GROUP
UPDATED SEPTEMBER 22, 2023

			COMMUNITY WORKS DESIGN GROUP (CWDG)				AMERICAN RAMP COMPANY			ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA (ERSC)				DESIGN WEST ENGINEERING			Reimbursable Expenses
			LANDSCAPE ARCHITECTURE (PRIME)				PUMP TRACK DESIGN EXPERTS			SURVEY/ CIVIL ENGINEERING				ELECTRICAL			
			Principal Landscape Arch.	Senior Landscape Architect	Project Manager	Landscape Designer	Design Manager	Lead Bike Park Designer	Design Engineer	Senior Engineer	Associate Engineer	Survey Crew	Office Assistant	Senior Electrical Engineer	Associate Engineer	Project Manager	
Task	Description		$215	$175	$160	$130	$210	$130	$210	$225	$195	$310	$85	$225	$195	$175	
1	**ADMINISTRATION / UTILITY COORDINATION/ SITE ANALYSIS**	**$18,410.00**	$4,980.00				$6,555.00			$6,875.00				$0.00			$250
1.1	Ongoing City/ Team Coordination, Meetings, Site Visits as needed		Yes				Yes			Yes							
1.1.1	Participate in kick-off meeting		Yes				Yes			Yes							
1.1.2	Participate in virtual team coordination meeting at each major plan milestone level		Yes				Yes			Yes							
1.2	Utility Coordination/ Records research						Yes			Yes							
1.3	Prepare Topographic Survey						Yes			Yes							
1.4	Develop Project Schedule		Yes				Yes			Yes							
2	**DESIGN DEVELOPMENT**	**$15,275.00**	$4,370.00				$10,905.00			$0.00				$0.00			$250
2.1	Ongoing City/ Team Coordination		Yes														
2.2	Develop Conceptual Plan with Cost Estimate		Yes				As Needed			As Needed							
2.3	Prepare presentation materials for City as required		Yes														
3	**CONSTRUCTION DOCUMENTS / COST ESTIMATES / SPECIFICATIONS , 60%, 90% & 100% CD's)**	**$64,344.00**	$7,905.00				$34,845.00			$9,335.00				$12,259.00			$750
3.1	Update conceptual plan to reflect survey		Yes				Review design for compliance			Review design for compliance							
3.2	Prepare initial conceptual grading plan, conveying general design intent		Yes				Yes			Yes							
3.3	Prepare 60% Construction Drawings		Yes				Yes			Yes				Yes			
3.3.1	Demolition/ Protection Plan		Provide input to civil				Yes			Yes				Yes			
3.3.2	Grading and Drainage Plans						Yes			Yes							
3.3.3	Construction Plans and Details		Yes				Cross ref's to LC-sheets only			Cross ref's to LC-sheets only							
3.3.4	Irrigation Plans, Details, Calculations, Schedules		Yes														
3.3.5	Planting Plans, Details, Calculations, Schedules		Yes														
3.4	Prepare 60% Cost Estimates		Yes				Yes			Yes				Yes			
3.5	Provide written response to City/ Agency Comments relating to 60% Construction Dwgs Review		Yes				Yes			Yes				Yes			
3.6	Prepare 90% Construction Drawings		Yes				Yes			Yes				Yes			
3.7	Prepare 90% Estimates		Yes				Yes			Yes				Yes			
3.8	Prepare 90% Specifications		Yes				Yes			Yes				Yes			
3.9	Provide written response to City/ Agency Comments relating to 85% CD's		Yes				Yes			Yes				Yes			
3.10	Prepare 100% Construction Drawings		Yes				Yes			Yes				Yes			
3.11	Prepare 100% Estimates		Yes				Yes			Yes				Yes			
3.12	Prepare 100% Specifications		Yes				Yes			Yes				Yes			
3.13	Provide written response to City/ Agency Comments relating to 100% CD's		Yes				Yes			Yes				Yes			
	SUBTOTAL FEES (CWDG ONLY)	**$98,029.00**	$17,255.00				$52,305.00			$16,210.00				$12,259.00			
	Reimbursables	$1,250.00															
	GRAND TOTAL	**$99,279.00**															

EXCLUSIONS: Materials (concrete, etc.) nor compaction testing during construction; deputy inspection; daily site management/ prevailing wage/DIR documentation

The scope and fees indicated above reflect our team's understanding and experience of what is necessary to bring this project to a successful completion. We are willing and open to negotiating exact scope and fees as necessary to best align with the expectations and exact budget of the City of Redlands.

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

COMMUNITY WORKS DESIGN GROUP, LLC

By: _____ Date: 2/6/24

Scott Rice, President

FIRST AMENDMENT
TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of design services ("Agreement"), dated February 6, 2024, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Community Works Design Group, LLC a California limited liability company ("Consultant"), is made and entered into this 19th day of November, 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to add additional time to the agreement to allow for the completion of the project as the project has progressed at a slower pace than initially anticipated at not fault of either party.

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

AGREEMENT

Section 1. Section 4.2 of Article 4 ("Performance of Services") of the Agreement, entitled is hereby amended to read as follows:

"4.2 Consultant shall complete the Services by June 30, 2025, 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 November 19, 2024.

CITY OF REDLANDS	COMMUNITY WORKS DESIGN GROUP, LLC
By: _____	By: _____
Eddie Tejeda, Mayor	Scott Rice, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 7.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Professional Services Agreement with Watearth, Inc. to perform a drainage study for San Timoteo Canyon, Live Oak Canyon, and Alessandro Road for an amount not to exceed $128,377, 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 (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine approval of this Professional Services Agreement with Watearth, Inc. is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the Professional Services Agreement with Watearth, Inc. for an amount not to exceed $128,377.

RECOMMENDATION:

Staff recommends approval of the Professional Services Agreement with Watearth, Inc. to perform a drainage study for the San Timoteo Canyon, Live Oak Canyon, and Alessandro Road for an amount not to exceed $128,377. Staff further recommends that City Council determine 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.

DISCUSSION:

The Streets Division of the Facilities and Community Services Department provides for the general maintenance and repair of 314 miles of streets and 90 miles of storm drains within city limits. Crews respond to approximately 1,000 annual calls for routine street maintenance services, and provide maintenance for 298 miles of curb and gutters and 355 miles of sidewalk. The Streets Division also provides routine street cleaning and sweeping services on public roadways within the City of Redlands. This includes mechanical sweeping, debris removal, storm cleanup, and other related services. Streets are swept on a bi-monthly basis. A total of 510 curb-miles are swept during each sweeping rotation, equating to a total of 1,020 curb-miles swept per month. The Streets Division is also charged with providing for the maintenance and repair of 72 city-owned traffic signals and approximately 5,000 city-owned streetlights.

One particular area is the canyon area along Live Oak Canyon Road, San Timoteo Road, and Alessandro Road has become the main thoroughfare for commuters and visitors. Along with the increased vehicular traffic, the area has also seen a significant amount of residential construction. As a result, the streets along these routes may experience concerns during and after heavy rains. In addition, these areas may result in an increase in water erosion.

To assess and mitigate the aforementioned issues along these routes, staff is recommending a drainage study to be prepared to effectively address future operations and maintenance of this area. The study will determine the most effective long term design solutions for new drainage infrastructure that minimizes required maintenance. The solutions proposed would specifically address flow over the road surface during common storm events which often result in road closures and other concerns. Information will be obtained using existing data, historical records, maps, models and any prior studies related to drainage in the area. The end product will be the conceptual design of the development of 3 drainage solutions for the area that may include improved culverts, drainage structures, channels, retention basins and swales.

On August 8, 2024, Facilities and Community Services Department staff issued a Request for Proposal (RFP) to provide engineering service proposals for the Live Oak Canyon Road, San Timoteo Canyon Road, and Alessandro Road drainage study. On August 27, 2024, one proposal was received by Watearth, Inc., Los Angeles, CA. In accordance with Chapter 2.16.180 of the City's Municipal Code, an evaluation committee reviewed and rated the proposals based on the firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. Watearth, Inc. was determined to be qualified to perform the tasks listed in the RFP.

Approval of the Professional Services Agreement with Watearth, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it will not result in a direct or reasonably foreseeable indirect physical change to the environment.

ALTERNATIVES:

The City Council may deny the staff recommendation and provide alternate direction.

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:
Jocelynn Butters, Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	N/A
Budgeted Y/N:	YES
Account No.:	101304

Discussion:

The funds for this drainage study are included in the FY 2024-25 Streets Division Budget as approved by City Council.

Attachments

Watearth, Inc. Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Live Oak Canyon Road, San Timoteo Canyon Road and Alessandro Road Drainage Study ("Agreement") is made and entered in this 19th day of November, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Watearth, Inc., a Texas corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Live Oak Canyon Road, San Timoteo Canyon Road and Alessandro Road Drainage Study services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by May 30, 2025, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall be in the amount of One Hundred Twenty-Eight Thousand Three Hundred Seventy-Seven Dollars ($128,377). City shall pay Consultant in accordance with Exhibit "B," titled "Fee Schedule" which is attached hereto and incorporated herein by this reference.

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

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

CITY:	CONSULTANT:
City Clerk	Jennifer J. Walker, CEO/President
City of Redlands	Watearth, Inc.
35 Cajon Street	1050 Ramon Road Suite 1
P.O. Box 3005 (mailing)	Palm Springs, CA 92264
Redlands, CA 92373	jwalker@watearth.com
jdonaldson@cityofredlands.org	Phone: (213) 248-4554
Phone: (909) 798-7531	Fax: (800) 519-3774

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same

shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

WATEARTH, INC.

By: _____
Jennifer J. Walker, CEO/President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task 1. Project Initiation

Kickoff Meeting
Schedule a meeting with relevant stakeholders, including City representatives, engineers, and project managers. Clearly define objectives, and constraints of the drainage study. Consultant to issue agenda and meeting minutes.

Task 2. Site Assessment and Data Collection

Document Collection
Gather existing data, including historical records, maps, models, and any prior studies related to drainage in the area. If an upstream issue is identified during the course of the project as a significant contributor to the erosion and sedimentation issues within the project, this should be brought to a discussion before the project proceeds.

Field Reconnaissance
Conduct a detailed reconnaissance of the roads (Live Oak Canyon, San Timoteo Canyon, and Allesandro Rd.). Observe land use, hydrologic, and hydraulic characteristics and document results of site visit with photographs and field notes.

Gather Hydrological Data
Gather rainfall data, runoff patterns, flow rates, and DEM's/LIDAR if available from public sources.

Infrastructure Assessment
Evaluate existing drainage systems, including pipes, culverts, drainage structures, and ditches.

Soil Desktop Investigation
Assess soil conditions and permeability from desktop data; field investigation of soils or by geotechnical engineer is not anticipated to be necessary.

Task 3. Hydraulic and Hydrological Analysis

Set Parameters
Determine design rainfall events for the area. Delineate drainage area. Calculate hydrologic parameters.

Hydrological Modeling
Model hydrologic runoff. Evaluate stormwater quality and sediment for existing and proposed conditions. SWMM model is anticipated to be used.

Hydraulic 1D Modeling

Analyze the capacity of existing drainage infrastructure using 1D hydraulic modeling. HEC-RAS model is anticipated to be used.

Flood Risk Assessment
Identify flood-prone areas and key safety risks.

Task 4. Design Alternative

Conceptual Design
Develop up to 3 drainage solutions (e.g., improved culverts, drainage structures, channels, retention basins, swales) to a conceptual (10%) level, including approximate sizing and locations.

Cost Estimation
Estimate costs for the concept design and compare to known costs of maintenance provided by City over a 3-year period.

Task 5. Report Preparation

Prepare Technical Report
Prepare a technical memorandum detailing data evaluation and recommendations and documenting process, including exhibits and graphics, and following the reader-friendly documentation format. This task will include an internal QA/QC review of methodology and results to be incorporated into the deliverable. Deliverable will be issued as a draft for City review and as a final.

EXHIBIT "B"

FEE SCHEDULE

	Task	Principal	Project Manager	Sr. Water Resources Engineer	Senior Hydrology Engineer	Project Engineer	Senior Designer	GIS Support	Technical Editor	Administrative Assistant	Total Hours	Totals
		$ 375.00	$ 190.00	$ 235.00	$ 185.00	$ 165.00	$ 175.00	$ 145.00	$ 100.00	$ 100.00		
Task 1: Project Initiation		**0.0**	**9.0**	**0.0**	**10.0**	**24.0**	**0.0**	**14.0**	**0.0**	**0.0**	**57.0**	**$ 9,550.00**
a	Kickoff Meeting	0.0	4.0	0.0	4.0	0.0	0.0	2.0	0.0	0.0	10.0	$ 1,790.00
b	Document Collection	0.0	5.0	0.0	6.0	24.0	0.0	12.0	0.0	0.0	47.0	$ 7,760.00
Task 2: Site Assessment and Data Collection		**0.0**	**9.0**	**2.0**	**10.0**	**50.0**	**0.0**	**16.0**	**0.0**	**0.0**	**87.0**	**$ 14,600.00**
a	Field Reconnaissance	0.0	1.0	0.0	0.0	10.0	0.0	0.0	0.0	0.0	11.0	$ 1,840.00
b	Gather Hydrological Data	0.0	3.0	0.0	6.0	16.0	0.0	8.0	0.0	0.0	33.0	$ 5,480.00
c	Infrastructure Assessment	0.0	3.0	2.0	0.0	16.0	0.0	8.0	0.0	0.0	29.0	$ 4,840.00
d	Soil Desktop Investigation	0.0	2.0	0.0	4.0	8.0	0.0	0.0	0.0	0.0	14.0	$ 2,440.00
Task 3: Hydraulic and Hydrological Analysis		**6.0**	**32.0**	**0.0**	**76.0**	**162.0**	**0.0**	**60.0**	**0.0**	**0.0**	**336.0**	**$ 57,820.00**
a	Set Parameters	1.0	4.0	0.0	12.0	24.0	0.0	0.0	0.0	0.0	41.0	$ 7,315.00
b	Hydrological Modeling	2.0	10.0	0.0	32.0	64.0	0.0	0.0	0.0	0.0	108.0	$ 19,130.00
c	Hydraulic 1D Modeling	2.0	8.0	0.0	24.0	52.0	0.0	0.0	0.0	0.0	86.0	$ 15,290.00
d	Flood Risk Assessment	1.0	10.0	0.0	8.0	22.0	0.0	60.0	0.0	0.0	101.0	$ 16,085.00
Task 4: Design Alternative		**6.0**	**12.0**	**40.0**	**0.0**	**0.0**	**66.0**	**0.0**	**0.0**	**0.0**	**124.0**	**$ 25,480.00**
a	Conceptual Design	4.0	9.0	24.0	0.0	0.0	60.0	0.0	0.0	0.0	97.0	$ 19,350.00
b	Cost Estimation	2.0	3.0	16.0	0.0	0.0	6.0	0.0	0.0	0.0	27.0	$ 6,130.00
Task 5: Report Preparation		**4.0**	**11.0**	**6.0**	**12.0**	**72.0**	**0.0**	**8.0**	**6.0**	**0.0**	**119.0**	**$ 20,860.00**
a	Prepare Technical Report	4.0	11.0	6.0	12.0	72.0	0.0	8.0	6.0	0.0	119.0	$ 20,860.00
	Subtotal All Tasks	**16.0**	**73.0**	**48.0**	**108.0**	**308.0**	**66.0**	**98.0**	**6.0**	**0.0**	**723.0**	**$ 128,310.00**
Expenses												
	Mileage (1 trips @ 100mi RT @ $0.67/mi)											$ 67.00
	Subtotal Expenses											$ 67.00
	Overall Total											**$ 128,377.00**

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

WATEARTH, INC.

By:_____ Date: _____

Jennifer J. Walter, CEO/President

City Council Meeting **I. 8.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources, the request for in-kind support in the amount of $2,209, the temporary street closure of Fifth Avenue related to the New Year's Eve Beach Ball Drop event hosted by the Redlands Visitor Center on December 31, 2024; and determine that this item is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize and approve a request for In-Kind support, and temporary street closure related to the New Year's Eve event.

RECOMMENDATION:

Staff recommends the City Council determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends the expenditure of city resources and in-kind support in the amount of $2,209, and that the City Council authorize the request for the temporary closure of Fifth Street from State Street to the end of Ed Hales Park on December 31, 2024 for the Redlands Visitor Center NYE Beach Ball Drop.

DISCUSSION:

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

For their New Year's Eve Beach Ball Drop, the Redlands Visitor Center has submitted a request to temporarily close Fifth Street from State Street to the north border of Ed Hales Park, leaving the alley and parking lot open for the flow of traffic. The requested street closure is between 3:00 p.m. and 5:00 p.m. on December 31, 2024. In addition to the street closure, the Redlands Visitor Center is requesting in-kind support and departmental resources totaling $2,209. The Redlands Visitor Center is a registered non-profit organization based in the City of Redlands.

To encourage greater community participation, the Redlands Visitor Center has decided to expand this event by requesting a street closure. The New Year's Eve Beach Ball Drop is a family-friendly gathering in Downtown Redlands, drawing a crowd of approximately 200 people to downtown businesses. The application states that this event is designed to showcase local businesses, enhance their visibility, and potentially boost sales.

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

ALTERNATIVES:

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

STRATEGIC PLAN:

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

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

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

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$2,209.00
Budgeted Y/N:	N

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

Attachments

Special Event Packet
In-Kind Request
Event Map
Event Flyer
Verification of Non-Profit
Street Closure
Street Closure Map- Ball Drop
Fiscal Impact

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

SPECIAL EVENTS PERMIT APPLICATION

EVENT: NYE Beach Ball Drop

ORGANIZER: Redlands Visitor Center

Date of Event: 12 / 312024 / 2024

Date Submitted: 10 / 2024







NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

APPLICATION PROCESS

STEP 1 – Review Application Packet
The Special Events Application Packet has been designed to assist event organizers and will help with the development of event plans that comply with local codes, laws, policies and regulations governing activities associated with the production and management of special events. By applying to schedule a special event, you and your representatives agree you have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local and state codes, laws, policies, and regulations associated with the proposed event and its related activities.

STEP 2 – Assess Venue
As an event organizer it is your responsibility to assess the venue, anticipated attendees, and event components of your proposed event prior to submitting the applications for the various permits. It is important to develop management strategies that ensure the safety of your guests, citizens, and the surrounding environment affected by your event.

STEP 3 – Submit Application
The City of Redlands requires permit applications to be submitted no later than ninety (90) days prior to the actual date of your event and allows applications to be submitted as early as six (6) months before the event date. At the sole discretion of the City of Redlands, you may be authorized to submit written amendments to your initial permit application due to unique or changing circumstances related to the event. Amendments to your permit application must be submitted to the One Stop Permit Center no later than 14 days prior to your event.

All Applications Must Be Complete. The City of Redlands is not required to act upon an incomplete permit application. A permit application will not be approved or denied and you will not have requested venues reserved or held if you have not provided the required information. It is therefore important to provide all required information and documentation in a timely and complete manner. For an application to be considered complete, applicants must submit the following minimum information required in sufficient detail that the material can be understood and assessed: (there is a checklist form on page 13 to aid in the process).

- Special Events Permit Application with Site Plan
- Street Closure Permit with Route Map – if applicable
- Barricade Rental Form – if Street Closures requested
- Request to Serve Alcohol Permit form with Site Plan – if applicable
- Submit all required Certificates of Liability Insurance

STEP 4 – Review Process
After submitting your complete application and forms, your application will be reviewed by those departments involved with your requests in which fees and deposits will be determined. Departments may place conditions on your event, for example, solid waste requirements or specific parking plans.

STEP 5 – Submit Fees and Finalize Details
Once a Special Event Packet has been reviewed and approved; fees are due. A Coordination Meeting will be scheduled approximately two weeks prior to the event consisting of the Event Organizer(s) and representatives from supporting departments to settle/confirm final details.

SUMMARY OF EVENT

Event Title NYE Beach Ball Drop

Description 400 beach balls descend upon the crowd at 4pm celebrating NYE in London. This event is for families with children and those wanting to be home by dark.

Date/Time

Setup	Date 12/31/2024	Time 12pm	Location(s)	Ed Hale Park
Event Starts	Date 12/31/24 12/31/2024	Time 3pm	Location(s)	Ed hale Park
Event Ends	Date	Time 445pm	Location(s)	Ed Hale Park
Dismantle	Date 12/31/2024	Time 5pm	Location(s)	Ed Hale Park

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 300 Per Day

Anticipated Participants: Total Per Day

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:	Secondary Contact
Name:	Deborah Ohara	
Address:	14 N Fifth	
City, State, Zip	Redlands CA 92373	
Phone:	9097211399	
Email:	deborah@RedlandsVisitorCenter.com	

Name of Organization: Redlands Visitor Center Is it Non-Profit? Yes

Tax I.D. #:

Yes	No	
X		Is this an annual event? How many years have you been holding this event? 3 years
X		Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
	X	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
	X	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
	X	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
	X	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
	X	Vendor(s)? If yes please complete the Vendor List in Appendix A.

APPENDIX A

SITE PLAN

Your event site plan/route map should include but not be limited to:

- ❑ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- ❑ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ❑ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ❑ The location of first aid facilities and ambulances.
- ❑ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ❑ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ❑ Generator locations and/or source of electricity.
- ❑ Placement of vehicles and/or trailers.
- ❑ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ❑ Identification of all event components that meet accessibility standards.
- ❑ A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- ❑ Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
12pm Dj sets up on stage	
Ice cream and hot dog carts set up 2pm	Lapperts ice cream cart & Dawg4Dogs cart
Face painter & balloon artist set up 2pm	
Selfie photo booth set up 2pm	
Children's planting activity set up 2pm	
Board game demo set up 2pm	

SECURITY PLAN

YES NO

❑ ☑ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. _____

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

❑ ❑ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

☒ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
The center of the park is open with City tables for guets to sit. Vendors set up around perimiter

☐ ☑ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe

☒ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe

☒ ☐ Will all food, beverage and vending areas be accessible? Please describe hot dog and ice cream carts set up at cloc

☒ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe

☐ ☐ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe

☐ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe

☐ ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

☒ ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets 2

If no: Please explain:

Rest Room Company TBA

Address Street

City State Zip

Telephone Day Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes No em Events DJ TBADJ Anthem Events DJ TBA

- ☐ ☒ Will items or services be sold at your event?
- ☒ ☑ Will you have some education only (not selling a product or service) booths?
- ☐ ☐ Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
- ☐ ☑ Does your event include food concession and/or preparation areas?
- ☐ ☒ Do you intend to cook food in the event area?

  If yes, please specify method:

  - ☐ Gas
  - ☐ Electric
  - ☐ Charcoal
  - ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)
Paint & Twist	**baloon animals**	**TBA**	
Board game paradise	**games**		
Photo Booth	**Photos**	**Visitor center**	
DJ Anthem Events	**DJ**	**TBA**	

ENTERTAINMENT PLAN

YES NO

☒ ☐ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages _____

Number of Performers/Bands _____

Performer/Band name and music type DJ

☒ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 12pm Finish time 4:45pm

☐ ☐ Will sound amplification be used?

If yes, Start time 3pm Finish time 4:45pm

☐ ☐ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe _____

☐ ☐ Please describe the sound equipment that will be used for your event DJ equipment

_____

☐ ☒ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe _____

☐ ☑ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe _____

☐ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe _____

☐ ☑ Will there be massage activities at your event? If yes, please describe _____

_____

☐ ☒ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe _____

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

❑ ☑ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ❑ Free/Host Alcohol
- ❑ Alcohol Sales
- ❑ Host and Sale Alcohol
- ❑ Beer
- ❑ Beer and Wine
- ❑ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. _____

MITIGATION OF IMPACT

YES NO

❑ ☑ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain _____

❑ ☑ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain **aboutredlands.com event calander**

MARKETING AND PUBLIC RELATIONS

Yes No

☒ ☐ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe social media and fliers

☐ ☑ Will there by live media coverage during the event?

f yes, please describe

☐ ☒ Will media vehicles be parked within the event venue?

f yes, please describe safety plan

☒ ☑ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency Stillwater Insurance

Address Street PO Box 45126

City Jacksonville State FL Zip 32232

Telephone Day Evening Fax Pager/Cellular

Contact Name Fast Forward Insurance

Policy Type liability General

Policy Amount $2,000,000

Policy Number

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Deborah Ohara

Title President Board

Signature Deborah Ohara

Date 1/9/24

Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

Thank you for completing your Special Event Permit Application. Before you submit your application to the City of Redlands, please make sure that the following steps have been completed:

Have you?

- ❑ Signed and dated your application?
- ❑ Attached your event site plan?
- ❑ Attached your event parking and shuttle plan?
- ❑ Attached your event security plan?
- ❑ Provided a copy of your security company's Private Patrol Operator's License?
- ❑ Attached your event medical plan?
- ❑ Attached a copy of your accessibility plan?
- ❑ Attached a complete entertainment list and schedule?
- ❑ Included letters of support or endorsement from impacted entities and community groups within your venue area?
- ❑ Provided samples of communications that will be distributed to impacted residents, businesses, schools, places of worship and other entities?
- ❑ Attached your Certificate of Insurance?
- ❑ Attached a copy of your IRS 501(C) tax exemption letter?
- ❑ Included any County, State, or Federal permits that may be required to hold your event in the selected venue?
- ❑ Applied for a Police Vice Permit, if applicable?

Submit your completed permit application to:

Special Events
35 Cajon St. Suite #*222*
Redlands, CA 92373

City of Redlands

In-Kind Support Request

Event Name: New Year's Eve Beach Ball Drop

Event Date(s): 12.31.24 **Location(s):** Ed Hale Park

Rain Out Date: 12.31.24 **Beginning Time:** 3pm **End Time:** 5pm

Describe Your Request:

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

We would appreciate Fifth Street closed from State to the end of Ed Hales leaving the alley and parking lot open for traffic.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*
- [ ] Police (*Public Safety Personnel)*
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] Facility

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

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

- [ ] Other

Group/Organization Name: About Redlands Visitor Center

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

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

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

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

Primary Contact Name & Title: Deborah Ohara President

Mailing Address: 14 N. Fifth Street Redlands Ca 92373

Phone Number: 909.721.1399 **E-Mail Address:** deborah@RedlandsVisitorCent

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

Positive outcomes for your organization from this	This event provides families with small children the opportunity to ring in the new year and safely be back home by 5:30pm. This is a free community service and not a fundraiser.
Describe what economic benefit and impact this event will bring to the City:	Identifying a void in our community, the Redlands Visitor Center came into existence in 2019. A survey of over 100 families revealed a surprising 64% felt a lack of activities for children in Downtown, leading to their infrequent visits. Furthermore, nursing mothers expressed a need for a dedicated space for nursing, changing babies, and a hygienic children's

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	100	100	3
Attendance: Non-Residents	95	50	2
Food & Beverage Sales	0	1	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	0	0	0
Other			
Total Revenue	0	0	

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

Signature: [signature] **Title:** President

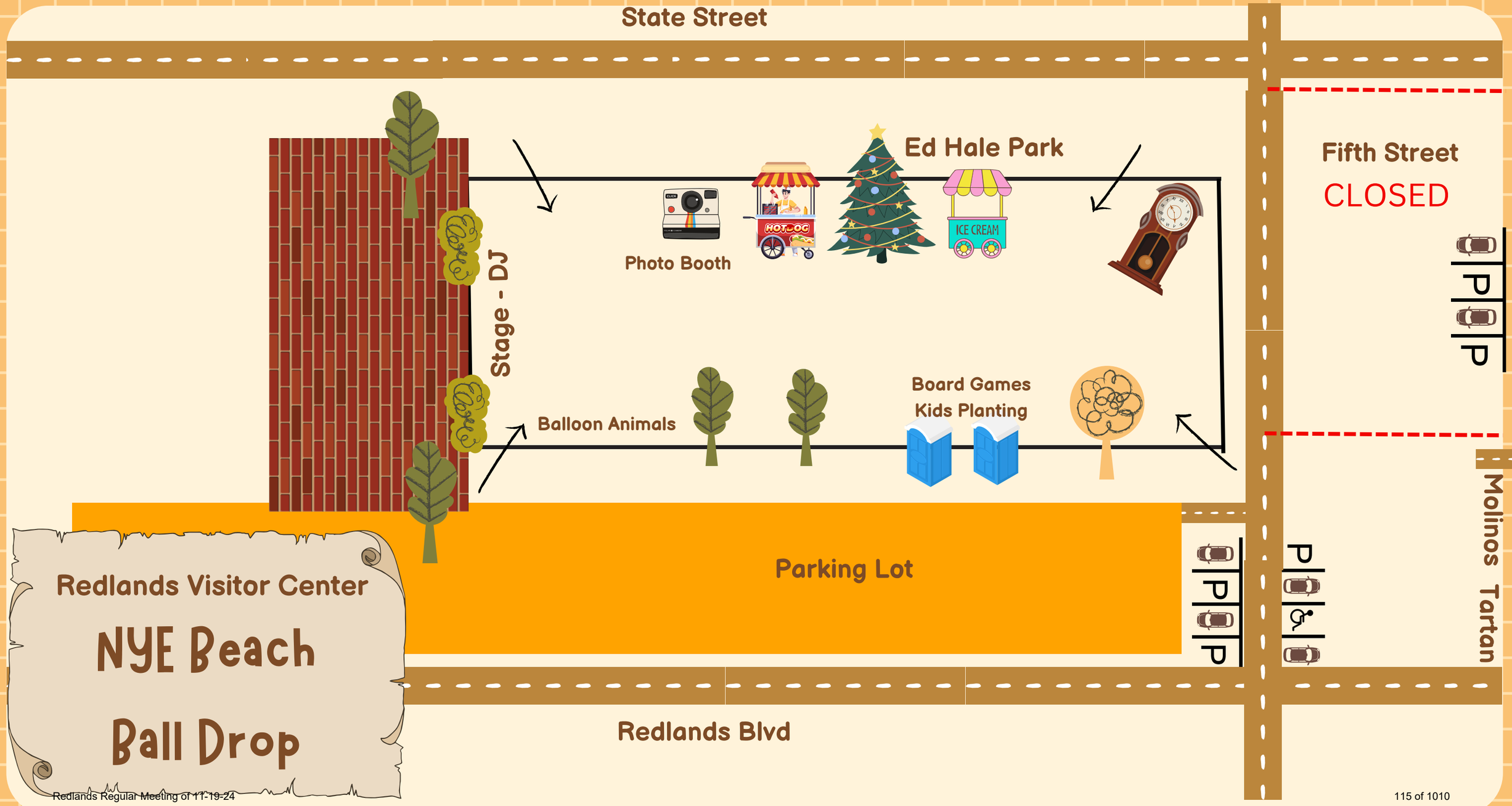
Please Print Your Name: Deborah Ohara **Date:** 9/17/24

To Be Completed by the City of Redlands

Date Received: 9/17/2024 **Received By:** Jaclyn Ramirez

Notes:

City Manager Approval: City Council Approval:


State Street
Ed Hale Park
Fifth Street
CLOSED
Photo Booth
HOT DOG
ICE CREAM
Stage - DJ
Balloon Animals
Board Games
Kids Planting
Parking Lot
PARKING ZONE
Molinos Tartan
Redlands Visitor Center
NYE Beach
Ball Drop
Redlands Blvd



NYE BEACH BALL DROP

200 BEACH BALLS

SELFIE PHOTO BOOTH

FOOD

GAMES

CRAFTS

GIVEAWAYS

ED HALES PARK | STATE STREET

FREE FAMILY EVENT

SUNDAY

DECEMBER 31 3PM–5PM

Scan me

about redlands realty

ROCHFORD FOUNDATION

Alta Vista Credit Union

BURGESON'S HEATING • A/C • ELECTRICAL SOLAR • PLUMBING Since 1949

Garden Pediatrics Helping Your Child Grow

MISSION PEDIATRICS

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
12/13/2021
Employer ID number:

Person to contact:
Name: Harold J Fodor
ID number:
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 3, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:

REDLANDS VISITOR CENTER
14 NORTH 5TH STREET
REDLANDS, CA 92373

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Event: NYE Beach Ball Drop

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Redlands Visitor Center

To close (street names) Fifth Street only in front of Ed Hales

Between (street names) Redlands Blvd & State Street

On (date) 12/31/24 **Event times -** from (time) 3 ☐ am ☒ pm to (time) 5 ☐ am ☒ pm

Address of Applicant: 14 N. Fifth Redlands 92373

Signature of Applicant: [signature] Phone No. 909 721. 1399

Condition(s):

Event Description: New Years Eve Beach Ball Drop

FOR OFFICE USE ONLY

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

1. [signature] Chief of Police — Date 8/28/2024
2. [signature] Municipal Utilities & Engineering Department — Date 9/3/24
3. [signature] Facilities & Community Services Department — Date 8/23/24
4. [signature] Risk Management Division — Date 9/10/24

Street Closure time: From 12 ☐ am ☒ pm To 7 ☐ am ☒ pm

Staff Notes:


E Redlands Blvd
N 5th St
153
24
113
17
111
25
27
123
109
101
E State St
N 5th St

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

Departmental Charges (Personnel & Equipment)	**2024/ 2025 Amount**	**Type**	**2022/ 2024 Amount**
Police Personnel[1]	$432.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$337.50	Hard Cost	$0.00
Personnel & Equipment Subtotal	**$769.50**		**$0.00**
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$1,440.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	$1440.00		$0.00
Total Departmental Charges and Fees	**$2,209.50**		**$0.00**
	$** 769.50 **$ 1,440.00 **$ 2,209.50**		**$0.00** **$0.00** **$0.00**

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

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2022-23 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$83,525.50	$5,466.70	$0.00	$88,992.20	$88,992.20

City Council Meeting **I. 9.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $37,286.72 related to the Redlands Christmas Parade event hosted by the Kiwanis Club on December 7, 2024; and the temporary street closures related to this event; and determine that this item is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Enviromental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

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

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize and approve a request for in-kind support in the amount of $37,286.72, and the temporary street closures related to the event.

RECOMMENDATION:

Staff recommends that City Council authorize the request for in-kind support in the amount of $37,286.72, and approve the temporary street closures related to this event. Staff further recommends that City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

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

The Kiwanis Club of Redlands has requested the use of the downtown area for their annual Christmas Parade event to be held on December 7, 2024, from 6:00 p.m. to 9:00 p.m. with a rain-out date of December 14, 2024. The Kiwanis Club is requesting in-kind support and departmental resources, including personnel, services and equipment from the Facilities & Community Services and Police Departments, in the amount of $37,286.72 for the 2024 annual Kiwanis Christmas Parade. The group is requesting temporary street closures between 2:00 p.m. and 10:00 p.m. Affected streets include Brookside/Citrus Avenue from Center Street to Olive Avenue, State Street from Orange Street to 8th Street, Orange Street from Redlands Boulevard to Vine Street, Eureka Street from Olive Avenue to Redlands Boulevard.

The Kiwanis Club, a long-standing registered non-profit organization in the City of Redlands, has been a cornerstone of community engagement since 1990 through its annual Kiwanis Christmas Parade. This year's event, as outlined in the submitted application, is projected to attract an estimated 25,000 attendees to the downtown area, emphasizing its growing popularity and local impact. In previous years, the City has supported this event by providing in-kind contributions, with the most recent allocation totaling $22,671.00. The parade not only serves as a celebration of the holiday season but also as a pivotal gathering that strengthens the community and enhances economic activity for local businesses. The Kiwanis Club's commitment to hosting a family-friendly event aligns with the City's values of fostering inclusivity and promoting local culture, making this annual parade a cherished tradition that continues to unite residents and visitors alike.

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

ALTERNATIVES:

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

STRATEGIC PLAN:

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

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

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

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

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$37,286.72
Budgeted Y/N:	N

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

Attachments

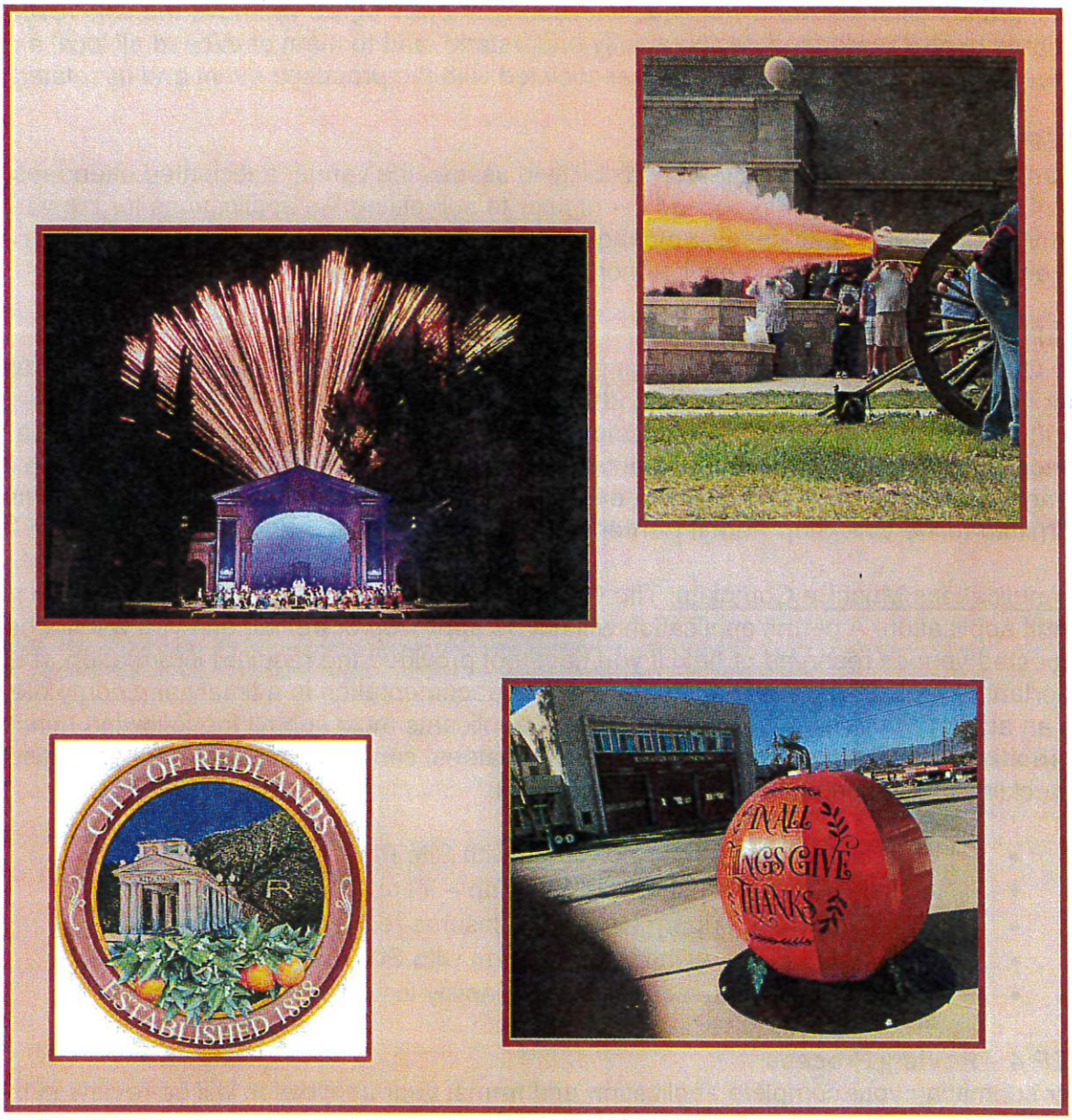
Special Event Packet
In-Kind Request
Event Map
Event Flyer
Verification of Non-Profit
Street Closure

Street Closure Map
Fiscal Impact

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

SPECIAL EVENTS PERMIT APPLICATION

EVENT: Redlands Christmas Parade
ORGANIZER: Redlands Kiwanis / Justin Bonn
Date of Event: 12 / 7 / 2024
Date Submitted: 9 / 25 / 2024



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

APPLICATION PROCESS

STEP 1 – Review Application Packet
The Special Events Application Packet has been designed to assist event organizers and will help with the development of event plans that comply with local codes, laws, policies and regulations governing activities associated with the production and management of special events. By applying to schedule a special event, you and your representatives agree you have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local and state codes, laws, policies, and regulations associated with the proposed event and its related activities.

STEP 2 – Assess Venue
As an event organizer it is your responsibility to assess the venue, anticipated attendees, and event components of your proposed event prior to submitting the applications for the various permits. It is important to develop management strategies that ensure the safety of your guests, citizens, and the surrounding environment affected by your event.

STEP 3 – Submit Application
The City of Redlands requires permit applications to be submitted no later than ninety (90) days prior to the actual date of your event and allows applications to be submitted as early as six (6) months before the event date. At the sole discretion of the City of Redlands, you may be authorized to submit written amendments to your initial permit application due to unique or changing circumstances related to the event. Amendments to your permit application must be submitted to the One Stop Permit Center no later than 14 days prior to your event.

All Applications Must Be Complete. The City of Redlands is not required to act upon an incomplete permit application. A permit application will not be approved or denied and you will not have requested venues reserved or held if you have not provided the required information. It is therefore important to provide all required information and documentation in a timely and complete manner. For an application to be considered complete, applicants must submit the following minimum information required in sufficient detail that the material can be understood and assessed: (there is a checklist form on page 13 to aid in the process).

- Special Events Permit Application with Site Plan
- Street Closure Permit with Route Map – if applicable
- Barricade Rental Form – if Street Closures requested
- Request to Serve Alcohol Permit form with Site Plan – if applicable
- Submit all required Certificates of Liability Insurance

STEP 4 – Review Process
After submitting your complete application and forms, your application will be reviewed by those departments involved with your requests in which fees and deposits will be determined. Departments may place conditions on your event, for example, solid waste requirements or specific parking plans.

STEP 5 – Submit Fees and Finalize Details
Once a Special Event Packet has been reviewed and approved; fees are due. A Coordination Meeting will be scheduled approximately two weeks prior to the event consisting of the Event Organizer(s) and representatives from supporting departments to settle/confirm final details.

SUMMARY OF EVENT

Event Title Kiwanis Christmas Parade

Description Annual Nighttime Christmas Parade held in downtown Redlands. Hosted on by the Kiwanis Club of Redlands in conjuction with many local businesses and community members who have suppported this event for many years. We work hand in hand with the City of Redlands to be able to put on this event that brings our wonderful community together during the holiday season. The event will be held in its traditonal route and normal times. The theme of this years event is "The Magic of Christmas." This year we anticipate one of the most memoriable parades we have held together in this community.

Date/Time

Setup	Date	12/7/2024	Time	3 PM	Location(s)	Brokside/Center - Brookside/9th, All State St
Event Starts	Date	12/7/2024	Time	6 PM	Location(s)	Brookside/Eureka
Event Ends	Date	12/7/2024	Time	9PM	Location(s)	Brookside/Eureka
Dismantle	Date	12/7/2024	Time	11PM	Location(s)	

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 20,000 Per Day 20,000

Anticipated Participants: Total 20,000 Per Day 20,000

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:	Secondary Contact
Name:	Justin Bouzane	Michael Kuhn
Address:	PO Box 1102	PO Box 1102
City, State, Zip	Redlands, CA 92373	Redlands, CA 92373
Phone:	909-815-8148	909-496-9061
Email:	kiwanisxmas@gmail.com	

Name of Organization: The Kiwanis Club of Redlands Is it Non-Profit? Yes

Tax I.D. #: --

Yes	No	
●	○	Is this an annual event? How many years have you been holding this event? 30
●	○	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
●	○	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
○	●	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
○	●	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
●	○	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
○	○	Vendor(s)? If yes please complete the Vendor List in Appendix A.

APPENDIX A

SITE PLAN

Your event site plan/route map should include but not be limited to:

- ☑ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- City has records ❑ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ❑ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ❑ The location of first aid facilities and ambulances.
- ❑ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ❑ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ❑ Generator locations and/or source of electricity.
- ❑ Placement of vehicles and/or trailers.
- ❑ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ❑ Identification of all event components that meet accessibility standards.
- ❑ A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- ❑ Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
3pm	street closure
3pm	showmobile set up
4pm	particpants start lining up
4pm	broadcasting set up
6pm	parade begins
8:30pm	parade ends
9pm	junk dawgs begins clean up
11pm	junk dawgs done cleaning up

SECURITY PLAN

YES NO

☐ ☐ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization Redlands Police Department

Address Street 1270 W Park Ave

City Redlands State CA Zip 92373

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. Contact Redlands Police Department

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

☐ ☐ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

Yes

If yes, please list:

Medical Services Provider Contact city of Redlands

Address Street

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

- [x] [ ] Will there be a Clear Path of Travel throughout your event venue? Please describe _
  Barricades and road closure signs will be put up to help guide traffice around the parade
- [ ] [x] Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe Drop off points have been set up for handicap
- [x] [ ] Will a minimum of 10% of portable rest rooms at your event be accessible? Pleasedescribe
  United Services will provide restrooms.
- [x] [ ] Will all food, beverage and vending areas be accessible? Pleasedescribe
  Vendors will be set up at Ed Hales Park, Handicap parking is nearby
- [x] [ ] Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Pleasedescribe
- [ ] [x] If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe
- [x] [ ] If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe We respond to all emails and attempt to return all calls.
- [x] [ ] If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Pleasedescribe all information is displayed on our website at www.redlandsparade.com

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

- [x] [ ] Do you plan to provide portable rest room facilities at yourevent?

If yes: Total number of portable toilets 15

If no: Please explain:

Rest Room Company United Services

Address Street 2323 W Baseline Dr

City San Bernardino State CA Zip 92410

Telephone Day 909-936-9848 Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
●	☐	Will items or services be sold at your event?
●	☐	Will you have some education only (not selling a product or service) booths?
☐	●	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
●	☐	Does your event include food concession and/or preparation areas?
●	☐	Do you intend to cook food in the event area?

If yes, please specify method:

- ● Gas
- ● Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)

ENTERTAINMENT PLAN

YES NO

- [x] [ ] Are there any musical entertainment features related to your event?

  If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

  Number of Stages 1 - State Street Showmobile

  Number of Performers/Bands All entries to the parade

  Performer/Band name and music type Christmas Music

- [x] [ ] Will sound checks be conducted prior to the event?

  If yes, Start time 4PM Finish time 5PM

- [x] [ ] Will sound amplification be used?

  If yes, Start time 7PM Finish time 9PM

- [x] [ ] Do you plan to have a patron dance component to either live or recorded music at your event?

  If yes, please describe Cam edits will be streaming the parade live to local television and Youtube

- [x] [ ] Please describe the sound equipment that will be used for your event

  Micophone and PA system to announce the parade. Vaious entries will have their own music for the parade.

- [ ] [x] Will inflatables, such as jumpers, or similar devices be used at your event?

  If yes, please describe

- [ ] [x] Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

  If yes, please fill out a fireworks permit also located in this packet.

  If yes, please describe

- [x] [ ] Will your event include the use of any signs, banners, decorations, or special lighting?

  If yes, please describe entrants to the prade will have various decorations and lighting

- [ ] [x] Will there be massage activities at your event? If yes, please describe

- [ ] [x] Do your event plans include any, drawings or raffle opportunities?

  If yes, please describe

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☐ ● Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ☐ Alcohol Sales
- ☐ Host and Sale Alcohol
- ☐ Beer
- ☐ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. _____

MITIGATION OF IMPACT

YES NO

● ☐ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain Every year we connect with the community and have a discussion about the parade.

● ☐ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain _____

MARKETING AND PUBLIC RELATIONS

Yes No

● ❑ Will this event be marketed, promoted, or advertised in any manner?

If yes, please describe Various mediums will be used to market the event: local newspapers, online ads, posters in windows, flyers passed out, signs around town and displayed at local businesses.

● ❑ Will there by live media coverage during the event?

If yes, please describe Broadcast on Youtube and local community channels

● ❑ Will media vehicles be parked within the event venue?

If yes, please describe safety plan Recording van is set up near Orange/Citrus Ave

● ❑ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

If yes, please describe Our team will be passing out marketing material.

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency Hylant - Indianapolis

Address Street 10401 North Meridian St, Ste 200

City Indianapolis State in Zip 46290

Telephone Day 317-817-5172 Evening _____ Fax _____ Pager/Cellular _____

Contact Name Lisa Chrisenson

Policy Type Commercial General Liability & Automobile Liabilty

Policy Amount $2,000,000

Policy Number 652039563

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Kiwanis Club of Redlands

Title Parade Chair

Signature _____

Date 8/15/2024

Print Name of Professional Event Organizer Justin Bouzane

Title Chair of Parade

Signature _____

Date 8/15/24

Thank you for completing your Special Event Permit Application. Before you submit your application to the City of Redlands, please make sure that the following steps have been completed:

Have you?

- ❑ Signed and dated your application?
- ❑ Attached your event site plan?
- ❑ Attached your event parking and shuttle plan?
- ❑ Attached your event security plan?
- ❑ Provided a copy of your security company's Private Patrol Operator's License?
- ❑ Attached your event medical plan?
- ❑ Attached a copy of your accessibility plan?
- ❑ Attached a complete entertainment list and schedule?
- ❑ Included letters of support or endorsement from impacted entities and community groups within your venue area?
- ❑ Provided samples of communications that will be distributed to impacted residents, businesses, schools, places of worship and other entities?
- ❑ Attached your Certificate of Insurance?
- ❑ Attached a copy of your IRS 501(C) tax exemption letter?
- ❑ Included any County, State, or Federal permits that may be required to hold your event in the selected venue?
- ❑ Applied for a Police Vice Permit, if applicable?

Submit your completed permit application to:

Special Events
35 Cajon St. Suite #222
Redlands, CA 92373

City of Redlands

In-Kind Support Request

Event Name: Redlands Christmas Parade

Event Date(s): 12/7/2024 **Location(s):** Downtown Redlands

Rain Out Date: 12/14/2024 **Beginning Time:** 6pm **End Time:** 9pm

Describe Your Request:

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

Annual Christmas Parade

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — see attachment
- [x] Police (*Public Safety Personnel)* — 10 CSO + 2 Motor Officers
- [x] Fire (*Paramedics, Inspectors)* — 4
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — Street Sweepers
- [x] Facility — Ed Hales Park

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

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

- [x] Other — see attachement

Group/Organization Name: Kiwanis Club of Redlands

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

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

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

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

Primary Contact Name & Title: Justin Bouzane, Chair

Mailing Address: PO Box 1102, Redlands, CA 92373

Phone Number: 909-815-8148 **E-Mail Address:** jbze123@gmail.com

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

Positive outcomes for your organization from this

Recoginition from the community for our organization hosting this annual event and lead to new members. Bringing the community together for a special annual event.

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

Exposure of our great community to others, exposing schools, churches, restaraunts and our community. This event brings in on the average 15,000 people to the downtown community.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	both= 25,000	both=25,000	6
Attendance: Non-Residents	both=25,000	both=25,000	0
Food & Beverage Sales	0	0	1000
Merchandise Sales	0	0	0
Ticket/Entrance Fees	$35-50	$35-50	0
Other			0
Total Revenue	$8,500	$8,500	1000

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

Signature: [signature] **Title:** Chair

Please Print Your Name: Justin Bouzane **Date:** 9/27/2024

To Be Completed by the City of Redlands

Date Received: 09/30/2024 **Received By:** Jaelynn Ramirez

Notes:

City Manager Approval: City Council Approval:

Continuation from In Kind Request for 2024 Redlands Christmas Parade:

Traffic: -

In kind request for Equipment: Standing barriers and equipment to shut down street at main intersections - to protect participants and community watching the parade.

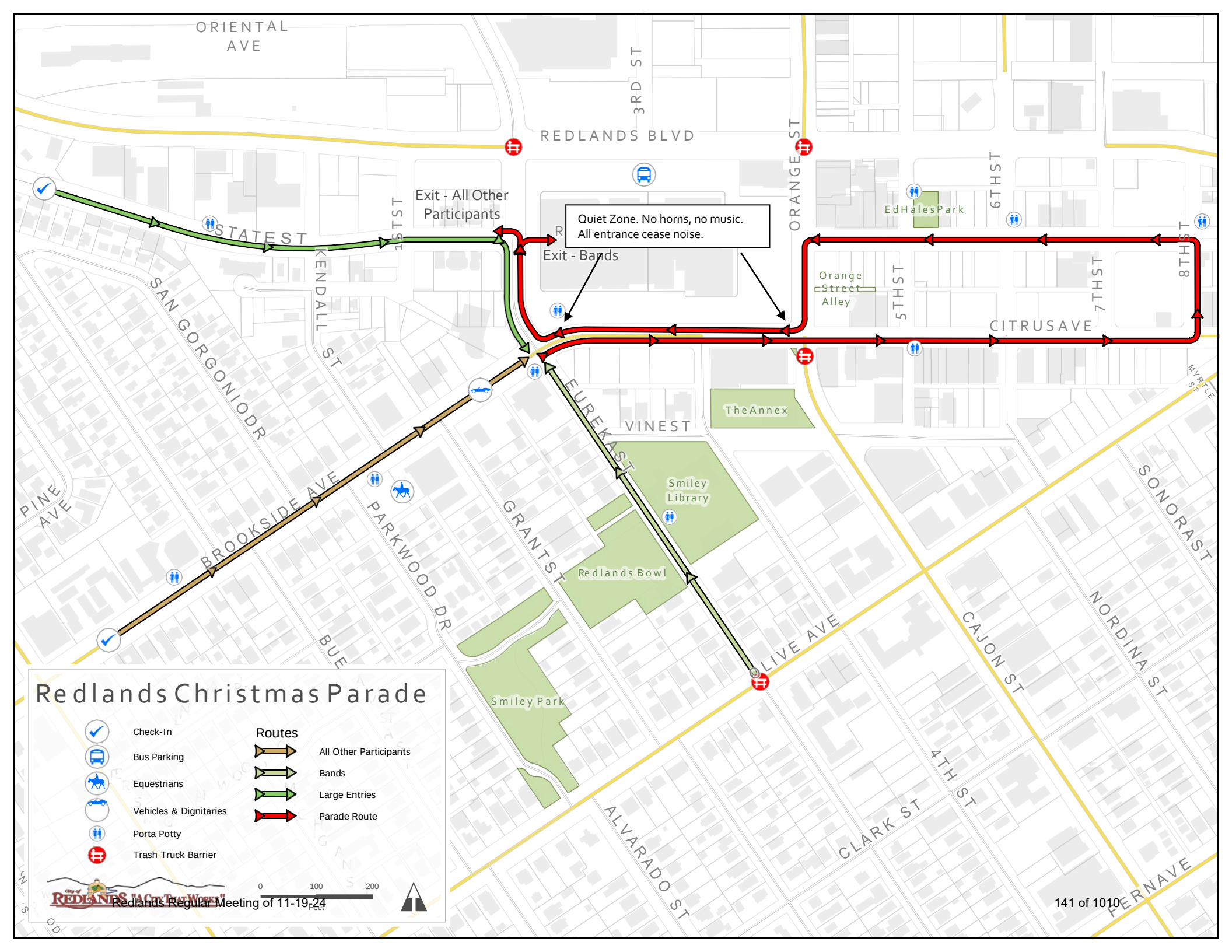
No Parking: No parking at all areas of the parade route beginning at 3pm day of parade. Requesting signs to be put up for notification to the community prior to event. Requesting in kind for tow service - tow trucks to tow cars parked in no parking areas day of parade.

Cleanup/Recycle:

We are requesting 60 recycle cardboard city provided trash cans with liners

We will place the trashcans throughout the parade on the day of the event. Once event is over, we will walk the streets to gather the trashcans and clean up the trash on the sidewalks left over from the community. We will also pick up heavy/larger trash items left behind. The street sweepers will come later that evening and clean up.

We are asking for in kind donation to cover the street sweeper cost.


ORIENTAL AVE
REDLANDS BLVD
3RD ST
ORANGE ST
6TH ST
EdHalesPark
Exit - All Other Participants
Quiet Zone. No horns, no music.
All entrance cease noise.
Exit - Bands
STATE ST
KENDALL ST
15TST
SAN GORGONIO DR
Orange Street Alley
5TH ST
7TH ST
8TH ST
CITRUSAVE
MYRTLE ST
TheAnnex
VINEST
EUREKAST
Smiley Library
Redlands Bowl
Smiley Park
PINE AVE
BROOKSIDE AVE
PARKWOOD DR
GRANTST
LIVE AVE
SONORAST
CAJON ST
NORDINA ST
4TH ST
CLARK ST
ALVARADO ST
FERNAVE
Redlands Christmas Parade
Check-In
Bus Parking
Equestrians
Vehicles & Dignitaries
Porta Potty
Trash Truck Barrier
Routes
All Other Participants
Bands
Large Entries
Parade Route
0
100
200
Feet


Kiwanis Club of Redlands
AND
The City of Redlands Present
The Redlands Christmas Parade
The First Saturday of December.
6pm in Downtown Redlands.
For more information visit:
www.redlandsparade.com

KIWANIS CLUB OF REDLANDS K00749

EIN: [redacted] | United States

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2021 Form 990EO**
- **Tax Year 2019 Form 990EO**
- **Tax Year 2018 Form 990EO**
- **Tax Year 2017 Form 990EO**
- **Tax Year 2016 Form 990EO**

Event: Redlands Christmas Parade

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Kiwanis Club of Redlands

To close (street names) Brookside&Center - Citrus & 8th, State St & 8th- State & Orange

Between (street names) Eureka & REdlands Bl - Eureka & Olive, State & Center - State & Eureka

On (date) 12/7/24 **Event times -** from (time) 6 ☐ am ☑ pm to (time) 9 ☐ am ☑ pm

Address of Applicant: Kiwanis Club - PO BOX 1102 REDLANDS 92373

Signature of Applicant: _____ Phone No. 909-815-8148 - Justin Bouzane

Condition(s): Traffic control provided by Redlands Police Department

Event Description: Redlands Christmas Parade

FOR OFFICE USE ONLY

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

1. _____ Chief of Police — Date 10/3/2024
2. _____ Municipal Utilities & Engineering Department — Date 10/8/24
3. _____ Facilities & Community Services Department — Date 9/30/24
4. _____ Risk Management Division — Date 10/16/24

Street Closure time: From 2 ☐ am ☒ pm To 10 ☐ am ☒ pm

Staff Notes:


HC-55'
Truck/Trailer
HC-47'
Truck/Trailer
HC-20'
1 Lt Tk
HC-20'
1 Lt Tk
Barriers
Barriers
Barriers
HC-18'
1 Lt Tk
HC-12'
1 Scooter Tk
Barriers
Barriers
Barriers
Barriers
HC-18'
1 Lt Tk
HC-35'
1 SW,1 Lt Tk
HC-30
2 Lt Size
HC-57'
2 SW Trucks
HC-35'
2 Lt Size
HC-16'
1 Lt Size
W Redlands Blv
Redlands Mall
E Redlands Blvd
Redlands @
6th EB FS
Denny's
Redlands
Mall
CVS/pharmacy
W State St
E State St
E State St
E State St
N Eureka St
Orange St
N 6th St
7th St
8th St
9th St
E Citrus Ave
E Citrus Ave
E Citrus Ave
Brookside @
Eureka WB FS
S Eureka St
S 4th St
S 5th St
S 6th St
W Vine St
W Vine St
E Vine St
Brookside @
Grant EB NS
Grant St
E Olive Ave
E Olive Ave
Sonora St
Myrtle St
Nordina St
W Olive Ave
W Olive Ave
E Clark St
Smiley
Park
Glenwood Dr
Parkwood Dr

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

Departmental Charges (Personnel & Equipment)	**2024/2025 Amount**	**Type**	**2023/2024 Amount**
Police Personnel[1]	$30,083.00	Hard Cost	$19,020.00
Fire Personnel[1]	$1,836.72	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$3,938.00	Hard Cost	$2,625.00
Street Sweeping	$240.00		$240.00
Personnel & Equipment Subtotal	**$36,097.72**		**$21,885.00**
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	$94.00
FCS Equipment	$695.00	Soft Cost	$692.00
Fire Equipment	$400.00	Soft Cost	$0.00
Fees Subtotal	**$1,189.00**		**$786.00**
Total Departmental Charges and Fees	**$37,286.72**		**$22,671.00**
	$36,097.72 **$1,189.00** **$37,286.72**		**$21,885.00** **$786.00** **$22,671.00**

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

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

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$144,805.80	$17,151.70	$0.00	$161,957.50	$161,957.50

City Council Meeting **I. 10.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the Fiscal Year 2022 Homeland Security Grant Program Funding award in the amount of $17,393 for the purchase of a DJI Mavic Thermal Drone Package, and authorize an additional appropriation for the same amount (Fire Chief Sessler)

MOTION(S):

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

I move to accept the Federal Emergency Management Agency 2022 Homeland Security Grant Program funds to purchase a DHI Mavic Thermal Drone Package, and approve an additional appropriation for the same amount.

RECOMMENDATION:

Staff recommends that City Council accept the Federal Emergency Management Agency 2022 Homeland Security Grant Program funds in the amount of $17,393 for the purchase of three DJI Mavic Thermal Drone Package, and approve an additional appropriation of the same.

DISCUSSION:

The Redlands Fire Department initially sought grant funding to purchase portable radios and accessories to replace outdated equipment. However, thanks to a special discount program through Motorola Solutions, the department was able to replace all the radios. As a result, the FY22 Homeland Security Grant Program proposal was modified to fund the purchase of a new DJI Mavic Thermal Unmanned Drone Package, including DJI Care Enterprise. These changes have caused a delay in accepting the FY22 grant award, for which staff is now seeking approval.

The drone package will expand our existing single-drone program that is currently in need of enhancement. The new drone package will also improve the department's ability to address multi-jurisdictional hazards, such as wildland fires, locating missing hikers in the canyon, and collaborating with law enforcement to manage the rising homeless populations. Accurate data collection on homeless individuals will be crucial for saving lives during flood events. Additionally, the drones' capability to deliver life-saving devices to stranded victims in swift water emergencies will be invaluable. The new drone will also enhance incident response and mitigation efforts with law enforcement during emergencies, including potential acts of terrorism. The DJI Mavic 3 Drone Package will enable the department to leverage advanced technology while enhancing interoperability with local, state, and federal agencies.

ALTERNATIVES:

Not accept funding from the FEMA FY2022 Homeland Security Grant Program for the purchase of a thermal drone package.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2024-2025
Appropriation Required Y/N:	Y
Amount:	18679
Discussion:	

The FEMA 2022 Homeland Security Grant Program does not require matching funds. The grant award is in the amount of $17,393 and is entirely offset by an increase of the same amount in grant revenue.

Attachments

Award Letter

Email re Grant Term Due Dates

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

Daniel Muñoz
Deputy Executive Officer

December 12, 2023

TO: **GRANT PROGRAM MANAGER**

SUBJECT: **FY2022 HOMELAND SECURITY GRANT PROGRAM (HSGP) AUTHORIZATION TO SPEND**

The California Governor's Office of Emergency Services has approved your FY2022 HSGP project(s). As of the date of this letter, you are authorized to make expenditures using FY2022 Homeland Security Grant Program (HSGP) funds.

Be aware that your project allocation amount may have changed. Take note of the amount located on the attached project worksheet. Should you need to submit a modification request to change your project in any way, including increasing the quantity of items, please do so as soon as possible. The next deadline to submit modification requests is 12/31/23.

During the procurement process, please make sure to follow grant guidelines and requirements. Procurement may not begin on projects requiring an EHP or other type of pre-approval until requests are submitted and approval has been obtained.

Please note the following:

1. **First Milestone Deadline**: All projects should be 30% completed by **3/31/24.**

2. **Modifications**: All project changes require pre-approval from Cal OES prior to incurring any costs. Modification requests are due quarterly. Refer to the FY22 Grant Deadlines for submission dates. The scope of work on projects identified as National Priority projects cannot be modified. Changes in quantities on National Priority projects must have FEMA approval.

3. **Procurement**: General procurement standards with open competition must be followed for all federal grant expenditures, according to 2 C.F.R. § 200.318-200.323. Copies of three (3) quotes/bids must be submitted with reimbursement requests.

4. **Noncompetitive Procurement:** Documentation of entity procurement policies must be submitted with reimbursement requests for all noncompetitive procurement. Purchases over $250,000 will require pre-approval from Cal OES prior to procurement, following up with your governing board or council, if applicable. A cost benefit analysis is required with noncompetitive procurement requests.

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

5. **SAMS Verification**: A print-out of the SAM.gov vendor verification report must be printed *prior to* procurement for all vendor/contractors and must be submitted with reimbursement requests. *Note: Vendor registration in SAM.gov is not required. However, the vendor must not be debarred or restricted from receiving federal funds, which will appear in your vendor verification report if the vendor has restrictions.*

6. **Performance Bond:** A performance bond is required for any equipment item over $250,000, **or** any vehicle, aviation, or watercraft, regardless of the cost.

7. **Audit Requirements:** This subaward is subject to all provisions of 2 C.F.R Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice.

Refer to the grant guides for additional procedures and requirements.

If you have any questions, please feel free to contact the Grant's Unit at (909) 356-2565.

Sincerely,

DANIEL MUÑOZ, Deputy Executive Officer
San Bernardino County
Office of Emergency Services

DM/ts

Attachments

Outlook

Homeland Security Grant Program Updates

From Sutera, Tina <tina.sutera@oes.sbcounty.gov>
Date Wed 9/25/2024 3:06 PM
To Sutera, Tina <tina.sutera@oes.sbcounty.gov>
Cc Leslie, Cody <Cody.Leslie@oes.sbcounty.gov>; Mendoza, Gustavo <gustavo.mendoza@oes.sbcounty.gov>

1 attachments (130 KB)
GMM 2024-13 EMPG - HSGP Application Webinars.pdf;

Caution! This message was sent from outside your organization. Report

Hi All,

I hope everyone is doing well.

Cal OES has announced webinar workshops for the FY24 HSGP. County OES requests that participating jurisdictions attend one of the workshops in order to be eligible for future grants. Attached is the webinar information. Attendance is mandatory. The person attending should be the person who works on the grant.

Additionally, I wanted to reach out regarding Homeland Security Grant updates and due dates. Below are HSGP due dates.

1. FY21 HSGP –
   A. The extended performance period ends on 12/31/24.
   B. Reimbursement packets are due to me by 1/20/25. Due to the extension, no modifications are allowed for this grant.
   Please complete your projects asap. The grant currently is only 50% expended, which is a concern.
   If you have completed your project, please submit your reimbursement packets ASAP!

2. FY22 HSGP – The performance period ends on 3/31/25. You should be in the final procurement stages of your projects. Contact me asap if you are not going to complete your projects and wish to de-obligate funds. See below for the following grant deadlines:
   A. Final modification requests are due by 12/31/24
   B. A performance report is due on 1/3/25
   C. Projects must be complete by 3/31/25
   D. Final reimbursements are due by 4/5/25

3. FY23 HSGP – Application packets are due by 10/10/24. Contact me if you need more time for City Council presentation, etc. See below for other deadlines for this grant:
   A. A performance report is due on 1/3/25
   B. Modification requests are due quarterly beginning 12/31/24. You can submit a modification before this date, but it will not be sent for processing until after 12/31/24.
   C. Projects must be complete by 3/31/26
   D. Final reimbursements are due by 4/6/26

4. FY24 HSGP Pending Approval
   A. Decrease in funding - This grant had a 11% decrease in funding that was released after the proposed projects were submitted.

The Approval Authority met to address the reduction and expressed their desire to minimize the effect on local jurisdictions.
However, some projects were cut due to the reduction and others were reduced. I will contact you if your project was cut. Reductions will be released once the grant is approved.

B. The annual Cybersecurity Review will be due in December 2024. The system will open soon and will be announced in the Cal OES workshop.
Please complete the review and send me your certificate of completion as soon as possible. Completion of the Cybersecurity Review is a requirement of the grant.

5. FY25 HSGP Proposed Projects
   A. Further information will be released regarding the FY25 HSGP proposed projects after the Cal OES workshops.
   B. Approval - Please remember that the approval of this grant could be two years out. Plan projects accordingly. Projects should be well thought-out with the understanding that grant approval won't occur until 2026/27.

The Approval Authority has requested to review all modifications that change project categories. Further information will be forthcoming regarding the modification process changes.

Please make sure that you are completing the reporting requirements for the HSGP, and completing your projects, notifying County OES in a timely manner if you are unable to complete projects. Jurisdictions who repeatedly fail to complete projects without notification may not be eligible for future funding.

Feel free to reach out to me if you have any questions.

Thank you,

Tina Sutera
Staff Analyst II
Office of Emergency Services
Interoffice Code: 0425
Phone: 909-356-2565
Cell: 909-730-6301
1743 Miro Way
Rialto, CA 92376
Tina.Sutera@oes.sbcounty.gov

SAN BERNARDINO COUNTY
Office of Emergency Services

Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.SBCounty.gov

County of San Bernardino Confidentiality Notice: This communication contains confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication, you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 11/5/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Fire

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Departmental Supplies	200250	7810		17,393
				$ -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200250	4407		17,393
				$ -

JUSTIFICATION: FY22 Homeland Security Grant Program

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 **I. 11.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding (MOU) between the San Bernardino County Probation Department and the City of Redlands Police Department to implement an after-school program for at-risk youth, and to authorize the Chief of Police to execute the agreement (Deputy Police Chief Crane)

MOTION(S):

I move to approve the MOU between the San Bernardino County Probation Department and the City of Redlands Police Department to implement an after-school program for at-risk youth, and to authorize the Chief of Police to execute the agreement.

RECOMMENDATION:

Staff recommends that Council approve the MOU between the San Bernardino County Probation Department and the City of Redlands Police Department to implement an after-school program for at-risk youth, and to authorize the Chief of Police to execute the agreement.

DISCUSSION:

The San Bernardino County Probation Department and the City of Redlands Police Department have committed to providing an after-school program for local at-risk youth and youthful offenders. The program will provide at-risk youth with an after-school program that will foster physical challenges, social and community fitness, and mental well-being by offering Go Ruck Tribe 'N Training, Jiu Jitsu, and leadership exercises.

Through the Juvenile Justice Crime Prevention Act, San Bernardino County Probation Department provided the opportunity for the City of Redlands Police Department to apply for a youth grant to provide the above Go Ruck Tribe ‘N

Training to local youth. The goals of the program are to minimize bullying, build confidence, and create a more positive daily outlook to justice involved youth and/or youth at risk of becoming involved in the justice system and/or their families. The items purchased for the program will be reimbursed through the grant money allocated by the San Bernardino County Probation Department for the Redlands Police Department.

ALTERNATIVES:

Do not approve the MOU between the San Bernardino County Probation Department and the City of Redlands Police Department for the after-school program, and do not authorize the Chief of Police to execute the agreement.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Rachel Tolber, Police Chief

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

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

PREPARED BY:
Esteban Valenzuela, Interim Commander

Fiscal Impact

Fiscal Year:	2024/25
Revenue Generating:	No
Appropriation Required Y/N:	N

Discussion:

There is no fiscal impact.

Attachments

MOU

MEMORANDUM OF UNDERSTANDING

between the

San Bernardino County Probation Department

and

San Bernardino County Sheriff/Coroner/Public Administrator

and

San Bernardino County District Attorney's Office

and

San Bernardino County Public Defender's Office

and

San Bernardino County Department of Children and Family Services

and

San Bernardino County Department of Behavioral Health

and

San Bernardino County Superintendent of Schools

and

City of Redlands Police Department

for

Juvenile Justice Crime Prevention Act AB1913

October __, 2024

This Memorandum of Understanding (MOU), entered into by and among the San Bernardino County (County) Probation Department (Probation), County Sheriff/Coroner/Public Administrator (Sheriff), County District Attorney's Office (DA), County Public Defender's Office (Public Defender), County Department of Children and Family Services (CFS), County Department of Behavioral Health (DBH), County Superintendent of Schools (SBCSS), and the City of Redlands Police Department (Redlands PD) is for the purpose of setting forth the roles and responsibilities of the agencies to ensure coordinated, timely, and comprehensive strategies for providing effective continuum of responses for the prevention, interpretation, supervision, community-based treatment and treatment of incarcerated juvenile offenders are made under the Juvenile Justice Crime Prevention Act (JJCPA) program.

BACKGROUND: Government Code section 30061 and Welfare and Institutions Code (WIC) section 1961, as amended by AB 1998 (Ch. 880, Statutes of 2016), combined and established the planning and reporting requirements under the JJCPA and the Youthful Offender Block Grant (YOBG) programs.

The JJCPA program provides state funding for counties to implement programs that have proven effective in reducing crime and delinquency among at-risk youth and youthful offenders.

The YOBG program provides state funding for counties to deliver custody and care (i.e., appropriate rehabilitative and supervisory services) to youthful offenders who previously would have been committed to the California Department of Corrections & Rehabilitation, Division of Juvenile Justice.

The combined JJCPA-YOBG program has specific reporting requirements to the Office of Youth and Community Restoration (OYCR) including an annual JJCPA-YOBG operational plan (due by May 1 of each fiscal year) that combines all required programs, placements, strategies, services, and systems information into one consolidated document; and an annual JJCPA-YOBG Grant Expenditure and Data Report that provides expenditure detail for both JJCPA and YOBG as well as specified Countywide juvenile offender data (due October 1 of each fiscal year).

WHEREAS, this MOU outlines the shared obligations under JJCPA and WIC section 16521.6, including, but not limited to commitment to developing and implementing a continuation of Countywide responses to juvenile crime;

WHEREAS, WIC section 749.22 requires that each county establish a Juvenile Justice Coordinating Council (JJCC) that shall develop and implement a continuum of county-based responses to juvenile crime and is responsible for developing the County's Multi-Agency Local Action Plan to serve Juvenile-Justice Involved Youth.

WHEREAS, WIC section 749.22 establishes the Chief Probation Officer as the Chair of the JJCC and;

WHEREAS, the JJCC shall include, in addition to the agencies outlined in this MOU, a representative from the County Board of Supervisors, a community-based drug and alcohol program, a nonprofit community-based organization that provides services to youth in the County and an at-large community representative.

WHEREAS, this MOU does not replace or supersede the provisions of the JJCC bylaws.

WHEREAS, Probation, Sheriff, DA, Public Defender, CFS, DBH, SBCSS, Redlands PD, and the Juvenile Court are mandated, by WIC section 749.22, to share obligations under JJCPA requirements as outlined in the approved annual plan.

NOW THEREFORE, Probation, Sheriff, DA, Public Defender, CFS, DBH, SBCSS, Redlands PD and the Juvenile Court mutually agree to the following terms and conditions:

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I. DEFINITIONS

A. Juvenile Justice Crime Prevention Act (JJCPA) – Provides funding pursuant to the Government Code § 30061, subdivision (b)(4) to address juvenile crime prevention and intervention needs within the County (formerly known as AB 1913).

B. Juvenile Justice Coordinating Council (JJCC) – A multi-agency council mandated by WIC section 749.22 to develop and implement a continuation of Countywide responses to juvenile crime.

C. JJCC Chair – The Chief Probation Officer (or designee) of the County Probation Department as authorized and mandated by WIC Section 749.22.

D. Partner Agencies (and separately referred to herein as "Public Agency") – The official public (governmental) organizations within the Juvenile Justice Coordinating Council (collectively Probation, Sheriff, DA, Public Defender, CFS, DBH, SBCSS, and Redlands PD) or separately as "Public Agency".

E. Subcontractors – All non-Partner Agencies including community based organizations or an at-large community member, if applicable, entering into an agreement with any of the Partner Agencies to receive funding and deliver ad hoc services in accordance with the JJCC Annual Operational Plan.

F. JJCPA Annual Operational Plan – A multi-agency plan that includes the requirements in Government Code section 30061, subdivision (b)(4) and that identifies the resources and strategies for providing an effective continuum of responses for the prevention, intervention, supervision, community-based treatment and treatment of incarcerated juvenile offenders, including strategies to develop and implement local out-of-home placement options for the offenders. The JJCPA Annual Operational Plan is due to the Board of State and Community Corrections by May 1st of each year

II. PURPOSE

The purpose of this MOU is to enhance interagency collaboration and partnership by seeking increased coordination in the delivery of services to provide prevention, intervention, and re-entry services designed to serve at-risk and system involved youth and their families. This MOU outlines the partnership's responsibilities.

III. JJCC CHAIR (PROBATION) RESPONSIBILITIES

The JJCC Chair (Probation) shall:

A. Operate in the capacity of Chair of the JJCC as defined in WIC Section 749.22 in coordination with the County Board of Supervisors.

B. Schedule and chair ongoing meetings at least quarterly, attended by all JJCC members to discuss topics pertinent to JJCPA affairs.

C. Develop the JJCPA Annual Operational Plan that identifies the resources and strategies for providing an effective continuum of responses to juvenile crime and submit the same to the OYCR annually by May 1, further, complete the annual JJCPA-YOBG Grant Expenditure and Data Report that provides expenditure detail for JJCPA and YOBG and specified Countywide juvenile offender data and submit the same to the County Board of Supervisors and the OYCR annually by October 1.

D. Develop an annual budget that incorporates appropriations and revenue sources for all activities outlined in the JJCPA Annual Plan including funding for special projects and subcontracted activities.

E. Develop and maintain a transparent and equitable system of allocation of funds for services and projects approved by the JJCC.

F. Ensure the appropriate utilization of JJCPA funding through consistent and effective audit functions of all appropriated funds to Partner Agencies and Subcontractors.

G. Provide ongoing administrative support and direction to Partner Agencies and in providing services to at-risk youth.

H. Promote reinvestment of any fiscal savings into identified gaps in services.

I. Ensure this MOU remains relevant and up-to-date.

IV. PARTNER AGENCIES RESPONSIBILITIES

Each Partner Agency shall:

A. Provide at least one voting eligible representative at scheduled JJCC meetings and adhere to the JJCC bylaws.

B. Complete a required ethics training pursuant AB 1234 and Government Code section 18371 (a) (1) through (a)(4) once every two years and provide proof to the JJCC Chair.

C. Submit program funding proposals that align with the JJCPA Annual Operational Plan and meet the requirements of the JJCC project proposal request guidelines.

D. Make presentations of proposed programs to the JJCC for review and approval, including details of any necessary Sub-contractors, implementation plans, and accountability strategies.

E. Provide ongoing updates of funded programs to the JJCC, including statistics of populations served, outcome measures and unaccomplished items of the original proposal.

F. Ensure full compliance by Subcontractors to the requirements of the JJCPA Annual Operational Plan and JJCC project proposal request guidelines and perform regular audits to ensure accountability and transparency.

G. Submit to full accounting and programmatic audits by the JJCC of all program expenditures and program components including Sub-contractors' activities.

V. JJCC RESPONSIBILITIES

The JJCC shall:

A. Review and approve (or otherwise) by voting, all program funding proposals presented by Partner Agencies.

B. Have the right to inspect all records pertaining to service delivery and all fiscal, statistical and management records of services. Full cooperation shall be given by all Partner Agencies and Sub-contractors in any auditing or monitoring conducted.

VI. INDEMNIFICATION

Each Party Agency agrees to indemnify, defend (with counsel approved by the respective Partner Agency) and hold harmless the other Parties ("Indemnitees") and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU, but only to the extent actually caused by the negligent acts, errors or omissions of the indemnifying Party and its authorized officers, employees, agents, and volunteers, and for any costs or expenses incurred by Indemnitees on account of any claim except where such indemnification is prohibited by law.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this MOU, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

VII. INSURANCE

Each of the parties to this MOU are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this MOU.

VIII. CHOICE OF LAW

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

IX. VENUE

The parties acknowledge and agree that this MOU 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 MOU will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning this MOU 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.

X. ASSIGNMENT

Without the prior written consent of all parties, the MOU is not assignable by any party.

XI. FISCAL PROVISIONS

There shall be no financial remuneration to or from any party for any services provided under this MOU other than funding of JJCC approved programs.

XII. TERM

This MOU is effective as of October 23, 2024, and expires June 30, 2029, but may be terminated earlier in accordance with provisions of Section XIII. C. of this MOU.

XIII. GENERAL PROVISIONS

A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing that refers to the provisions so waived and is executed by the JJCC. No course of dealing and no delay or failure of a Partner Agency in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Partner Agency shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

B. Any alterations, variations, modifications, or waivers of the provisions of this MOU, unless specifically allowed in this MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the JJCC as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Partner Agencies or Sub-contractors hereto.

C. The County reserves the right to terminate this MOU, for its convenience, with or without cause, with a thirty (30) day written notice of termination to the Partner Agencies. Such termination may include all or part of the services described herein.

XIV. CONCLUSION

A. This MOU, consisting of nine (9) pages is the full and complete document describing services to be rendered by the Partner Agencies including all covenants, conditions, and benefits.

B. The signatures of the Partner Agencies affixed to this MOU affirm that they are duly authorized to commit and bind their respective Partner Agency to the terms and conditions set forth in this document.

C. This MOU, and if applicable, any subsequent amendments, 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 MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email 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 MOU upon request.

SIGNATURES ON NEXT PAGE

SAN BERNARDINO COUNTY
PROBATION DEPARTMENT

_____
Tracy Reece, Chief Probation Officer
175 W. Fifth Street, 4th Floor
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
SHERIFF/CORONER/PUBLIC ADMINISTRATOR

_____
Shannon D. Dicus, Sheriff-Coroner
655 East Third Street
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
DISTRICT ATTORNEY'S OFFICE

_____
Jason Anderson, District Attorney
303 W. 3rd Street
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
PUBLIC DEFENDER'S OFFICE

_____
Thomas W. Sone, Public Defender
323 W. Court Street
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
CHILDREN AND FAMILY SERVICES

_____
Jeany Zepeda, Director
150 S. Lena Road
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

_____
Georgina Yoshioka, DSW, MBA, LCSW, Director
303 E. Vanderbilt Way
San Bernardino, CA 92415
Date: _____

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

_____
Myrlene Pierre, Assistant Superintendent
601 North E Street
San Bernardino, CA 92415
Date: _____

CITY OF REDLANDS
POLICE DEPARTMENT

_____
Rachel Tolber, Chief of Police
30 Cajon Street
Redlands, CA 92373
Date: _____

COUNTY OF SAN BERNARDINO

►

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

City Council Meeting **I. 12.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the donation from Paul Smith, through Toyota of Redlands of $250,000 and approve additional appropriation of the same (Deputy Police Chief Crane)

MOTION(S):

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

1. I move to accept the monetary donation in the amount of $250,000 from Paul Smith, through Toyota of Redlands and approve an additional appropriation of the same.

RECOMMENDATION:

Staff recommended that the City Council accept the generous donation from Paul Smith, through Toyota of Redlands in the amount of $250,000 to be earmarked towards the Redlands Police Department's new wellness and recovery facility.

DISCUSSION:

In September 2024, Paul Smith, through Toyota of Redlands (Paul Smith), notified the Redlands Police Department of his intent to donate $250,000 to the City to outfit the new Redlands Police Department's Wellness facility. The facility will provide members of the organization access to free weights, dumbbells, cardio equipment, mat space for defensive tactics/yoga/recovery, a sauna, cold plunge, and other recovery methods. It is recognized by Paul Smith that monies from the donation will also be used to complete the construction of the wellness facility and include, but not limited to, flooring, indefinite signage of the donation from Toyota of Redlands, an application for directed workouts and any unforeseen equipment to improve the quality of wellness and recovery for members of the Redlands Police

Department. It is also recognized by Paul Smith that the funds may be accessed prior to the completion of the new Police Department to provide immediate options for the organization. The funds will be donated to the City of Redlands as a tax-deductible donation under IRS code section 170(C) (1), California Revenue and Taxation code section 17241, and City of Redlands Resolution No. 7868 Donation Acceptance Policy.

ALTERNATIVES:

The City Council may elect not to accept the donation.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Police Chief

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

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

PREPARED BY:
Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	250,000
Budgeted Y/N:	N
Account No.:	101202

Discussion:

101202-8501	construction cost of wellness center	$70,000
101202-8706	equipment cost	$180,000

Attachments

Additional Appropriation
Donation Acknowledgement Form

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/2/2024

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
Other Betterment/Improv	101202	8501 ✓	D202037	70,000.00
All Other Equipment	101202	8706 ✓	D202037	180,000.00
				$ 250,000.00 -

REVENUE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Donations	101202	4819 ✓	D202037	250,000.00
				$ 250,000.00 -

JUSTIFICATION: Redlands PD Wellness Facility

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City of Redlands
Donation Acknowledgement Form

REDLANDS "A City That Works"

Management Services/ Finance Department
Revenue Division
35 Cajon Street, Suite 15 B
Redlands, CA 92373
Phone: 909-798-7544

DONOR INFORMATION

Company/Individual: TOYOTA OF REDLANDS

Contact person: PAUL SMITH

Address: 921 NEW YORK ST

City/State/Zip: REDLANDS CA 92374

Phone: 909-496-6141 Email: psmith@toyotaofredlands.com

DONATION INFORMATION

Amount of Monetary Donation: $ 250,000.00

Stated Purpose for Donation: WELLNESS CENTER FOR RPD - EQUIPMENT - FACILITY

Any Donor-Specified Restrictions on the Use of the Donation:

Donor Signature: [signature]

Date Accepted:

Signature of City Representative: [signature]

Thank you for your donation to the City of Redlands.
The Management Services/ Finance Department will be in touch with you shortly.
Your generosity is appreciated.

City Council Meeting **J. 1.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Conference Report- 2024 League of California Cities Annual Conference and Expo (Council Member Davis and Council Member Saucedo)

DISCUSSION:

Council Member Davis and Council Member Saucedo will provide reports relating to their attendance at the 2024 League of California Cities Annual Conference and Expo held October 16-18, 2024 in Long Beach, California.

City Council Meeting **J. 2.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation of the 2024 National Community Survey (NCS) Results (Assistant City Manager McConnell)

MOTION:

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

I move to receive and file the presentation on the results of the 2024 National Community Survey (NCS) conducted by Policy Confluence, Inc. dba Polco.

RECOMMENDATION:

Staff recommends that the City Council receive and file a presentation on the results of the 2024 National Community Survey (NCS) conducted by Policy Confluence, Inc. dba Polco.

DISCUSSION:

In July 2021, as part of a multifaceted approach towards the development of a strategic vision for Redlands, the City Manager's Office contracted with Policy Confluence, Inc. dba Polco to conduct a community-wide survey. The survey instrument, known as the National Community Survey (the NCS), includes standard questions for measuring resident satisfaction levels and perceptions about the quality of local government services and a half page of customized questions regarding specific local issues. The standardized portions of the NCS allow Polco to provide benchmark comparisons to any of the hundreds of communities that have conducted the survey. The NCS is the only resident survey tool endorsed by the International City/County Management Association (ICMA) and the National League of Cities. The results of the 2021 NCS were presented to the City Council in November 2021. Each year since then, the NCS instrument has been distributed to a randomly selected sample of Redlands

residents reflective of the City's population and demographics. The results have been presented to the City Council and made available to the public following each survey period.

In order to effectively gauge Redlands residents' continued satisfaction with City services, in August 2024, the City released the 2024 NCS. During the months of August, September and early October, Polco compiled the results into the report which will be presented to the City Council and the public this evening. The report will highlight historical trends since 2021, noting areas where the City receives positive feedback from Redlands residents, while also identifying areas where City services can improve.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Carl Baker, Public Information Officer

Fiscal Impact

Discussion:

There is no fiscal impact associated with the receipt and filing of the 2023 National Community Survey.

Attachments

National Survey Results 2024

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Redlands, CA

The National Community Survey

Report of Results
2024

Report by:

National Research Center

POWERED BY POLCO

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Charter Members AAPOR Transparency Initiative AMERICAN ASSOCIATION FOR PUBLIC OPINION RESEARCH

National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About The NCS™

The National Community Survey™ (The NCS™) report is about the "livability" of Redlands. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents' opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 717 residents of the City of Redlands collected from August 7th, 2024 to October 2nd 2024. The margin of error around any reported percentage is 5% for all respondents and the response rate for the 2024 survey was 7%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Redlands.





How the results are reported

For the most part, the percentages presented in the following tabs represent the "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer "don't know." The proportion of respondents giving this reply is shown in the full set of responses included in the tab "Complete data." However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 500 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Redlands's results are noted as being "higher" than the benchmark, "lower" than the benchmark, or "similar" to the benchmark, meaning that the average rating given by Redlands residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as "higher" or "lower" than the benchmark means that Redlands's average rating for a particular item was more than 10 points different than the benchmark. If a rating was "much higher" or "much lower," then Redlands's average rating was more than 20 points different when compared to the benchmark.

Trends over time

Trend data for Redlands represent important comparison data and should be examined for improvements or declines.[1] Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than 5 percentage points between the 2023 and 2024 surveys, the change is statistically significant.

1. In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Methods

Selecting survey recipients

All households within the City of Redlands were eligible to participate in the survey. A list of all households within the zip codes serving Redlands was purchased from Polco's mailing vendor, Go-Dog Direct, based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of Redlands households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the City of Redlands boundaries were removed from the list of potential households to survey. Each address identified as being within city boundaries was further identified as being within one of the five districts. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was randomly selected using the "birthday method". The birthday method selects a person within the household by asking the “person who most recently had a birthday” to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 3,500 randomly selected households received mailings beginning on August 7th, 2024 and data collection for the survey remained open for 8 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing was a reminder postcard inviting the household one final time to participate in the survey. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation. All follow-up mailings asked those who had not completed the survey to do so, and those who had already done so to refrain from completing the survey again.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

About 2% of the 3,500 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 3,424 households that received the invitations to participate, 253 completed the survey, providing an overall response rate of 7%. The response rate was calculated using AAPOR’s response rate #2 for mailed surveys of unnamed persons.[2]

In addition to the randomly selected “probability sample” of households, a link to an online open-participation survey was publicized by the City of Redlands. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Redlands and also a question about where they heard about the survey. The open-participation survey was open to all city residents and became available on September 11th, 2024. The survey remained open for 2 weeks and 464 responses were received.

It is customary to describe the precision of estimates made from surveys by a “level of confidence” and accompanying “confidence interval” (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents’ opinions are relied on to estimate all residents’ opinions. The margin of error for the City of Redlands survey is no greater than plus or minus 5 percentage points around any given percent reported for all respondents (717 completed surveys).

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the

original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2022 American Community Survey estimates for adults in the City of Redlands. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.[3] The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target [4]
Age	18-34	**10%**	**35%**	**35%**
	35-54	**40%**	**31%**	**31%**
	55+	**51%**	**35%**	**35%**
Area	District 1	**21%**	**24%**	**24%**
	District 2	**6%**	**17%**	**17%**
	District 3	**20%**	**21%**	**21%**
	District 4	**21%**	**18%**	**18%**
	District 5	**32%**	**20%**	**20%**
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	**86%**	**65%**	**65%**
	Yes, I consider myself to be of Hispanic, Latino/a..	**14%**	**35%**	**35%**
Housing tenure	Own	**81%**	**59%**	**58%**
	Rent	**19%**	**42%**	**42%**
Housing type	Attached	**17%**	**35%**	**35%**
	Detached	**83%**	**65%**	**65%**
Race & Hispanic origin	Not white alone	**30%**	**52%**	**52%**
	White alone, not Hispanic or Latino	**70%**	**47%**	**48%**
Sex	Man	**40%**	**47%**	**47%**
	Woman	**60%**	**53%**	**53%**
Sex/age	Man 18-34	**3%**	**17%**	**17%**
	Man 35-54	**16%**	**15%**	**15%**
	Man 55+	**20%**	**15%**	**15%**
	Woman 18-34	**6%**	**18%**	**18%**
	Woman 35-54	**24%**	**16%**	**16%**
	Woman 55+	**30%**	**19%**	**19%**

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The City of Redlands funded this research. Please contact Carl Baker of the City of Redlands at cbaker@cityofredlands.org if you have any questions about the survey.

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged. **Non-response error** arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences than those who did respond. **Coverage error** refers to the possibility that some respondents that should have been included in the surveyed population were not (e.g., for a general resident survey, USPS mailing lists may exclude certain types of housing units, such as multi-family buildings where mail is delivered to a common area rather than to a specific unit (though this is rare), or where mail is received at a PO box instead of the at household's physical location. Finally, **recall bias** occurs when respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events), and **social desirability bias** may cause respondents to answer in ways they think cast their responses in a more favorable light.

Survey Validity

See the Polco Knowledge Base article on survey validity at https://info.polco.us/knowledge/statistical-vali

2. See AAPOR's Standard Definitions for more information at https://aapor.org/standards-and-ethics/standard-definitions/
3. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf
4. Targets come from the 2020 Census and 2022 American Community Survey

Key Findings

Highest-performing areas:

· Residents praised Redlands ease of travel, with a few items increasing from the previous survey in 2023 and scoring higher than national averages.
  - Ease of travel by bicycle (78%, up from 64%)
  - Ease of walking (75%, up from 68%)

· Most Redlands residents reported feeling safe in their neighborhoods, with safety ratings scoring comparably or higher than national benchmarks.

· Ratings for cultural/arts related items remained strong, with many exceeding the national average.
  - Opportunities to attend cultural/arts/music activities (77%)
  - Community support for the arts (79%)
  - Opportunities to attend special events and festivals (78%)

Lowest-performing areas:

· Ratings for governance in Redlands indicate an area of opportunity, with some items scoring lower than national averages:
  - Being honest (44%)
  - Being open and transparent to the public (36%)
  - Informing residents about issues facing the community (34%)
  - Treating residents fairly (43%)

· The overall quality of the utility infrastructure saw a significant decline from 2023, while a couple of items scored lower than the national average:
  - Power (electric and/or gas) utility (59%)
  - Utility billing (50%)

· Reviews for the City's emergency preparedness declined significantly, indicating a potential area of opportunity.

· Employment opportunities within Redlands saw a decline from 2023, however it scored on par with the national benchmark.

Other notable results:

· Homelessness continues to be viewed as a problem for Redlands, with 84% of residents reporting homelessness as a major or moderate problem.

· When asked to rate how important various ways to address homelessness were, providing access to healthcare and substance abuse treatment, enforcing "no camping" ordinances in public parks and rights of way, and providing transitional housing emerged as the most important topics.

· Public safety and homelessness emerged as the top two priorities when residents were asked what the top priority should if the City were to commit additional resources.

Areas of greatest change since 2023:

Of the 121 evaluative questions included on both the 2023 and current survey iterations, 80 were statistically similar to previous results. Upward trends were seen in 28 items, while 13 ratings decreased since 2023. Changes are considered statistically significant if the 2024 rating was +/- 5% from the previous survey effort. The most significant of those trends are listed below.

Increases

· Ease of travel by bicycle (+15%)
· Animal control (+14%)
· Availability of paths and walking trails (+13%)
· Ambulance or EMS (+11%)
· Public library services (+10%)

Decreases

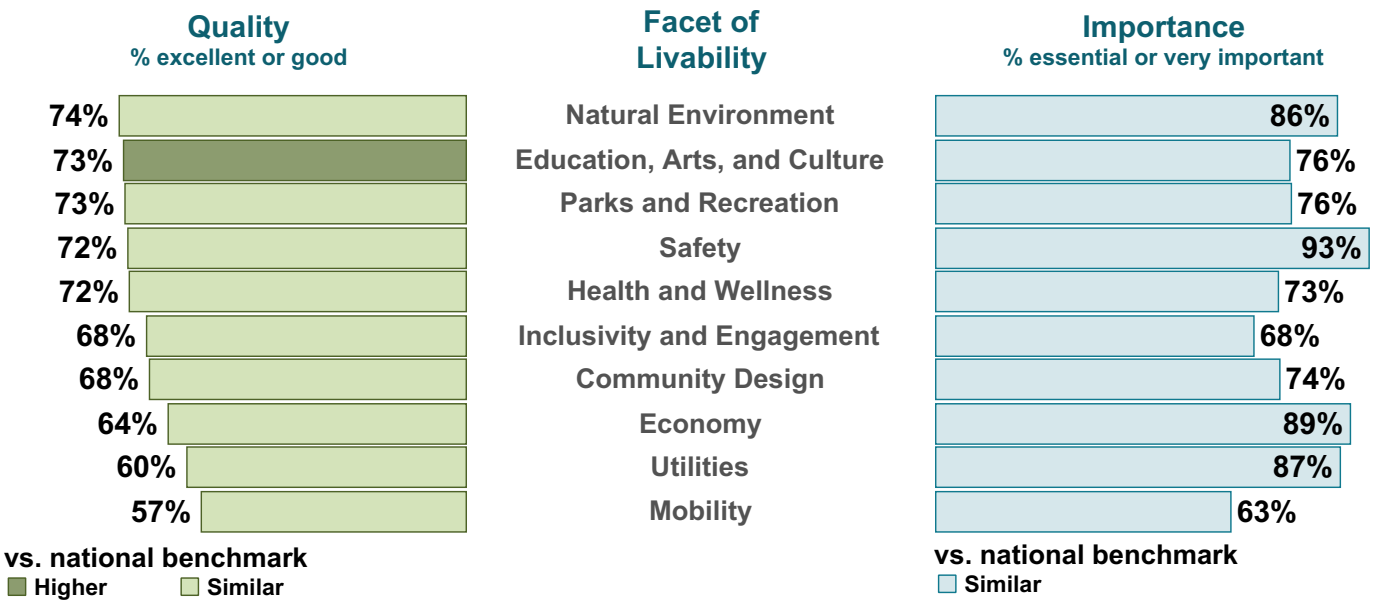
- Employment opportunities (-11%)
- Power (electric and/or gas) utility (-10%)
- Emergency preparedness (-10%)
- Informing residents about issues facing the community (-8%)
- Overall quality of the utility infrastructure (-7%)

Facets of livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

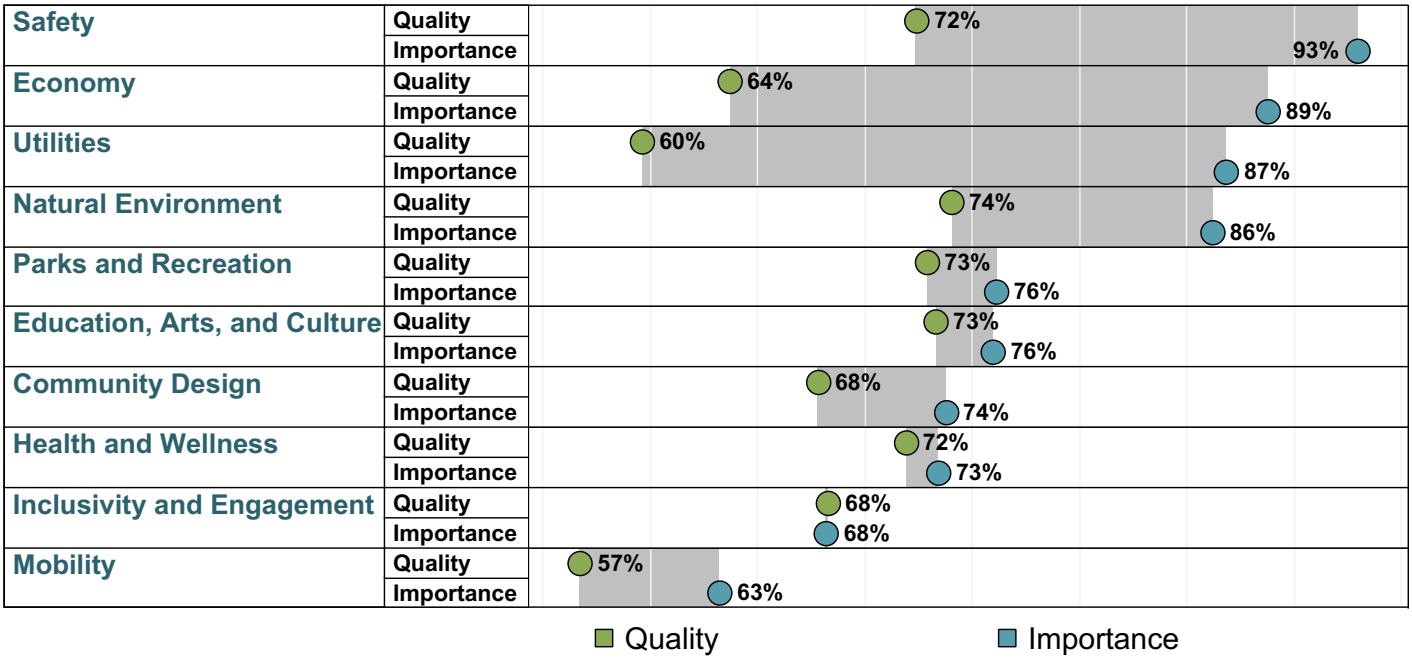
Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher than communities across the country (the national benchmark).



Quality/Importance Gap Analysis

The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.

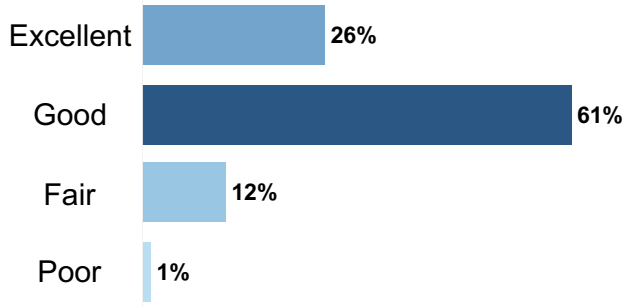


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Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in Redlands, 2024



Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[8]
Redlands as a place to live	85%	78%	89% 90%	Similar
The overall quality of life	79%	64%	83% 87%	Similar

Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)

	2020	2022	2024	
Recommend living in Redlands to someone who asks	88%	72%	85% 89%	Similar
Remain in Redlands for the next five years	84%	77%	85% 85%	Similar

Please rate each of the following in the Redlands community.
(% excellent or good)

	2020	2022	2024	
Overall image or reputation	75%	61%	81% 82%	Similar

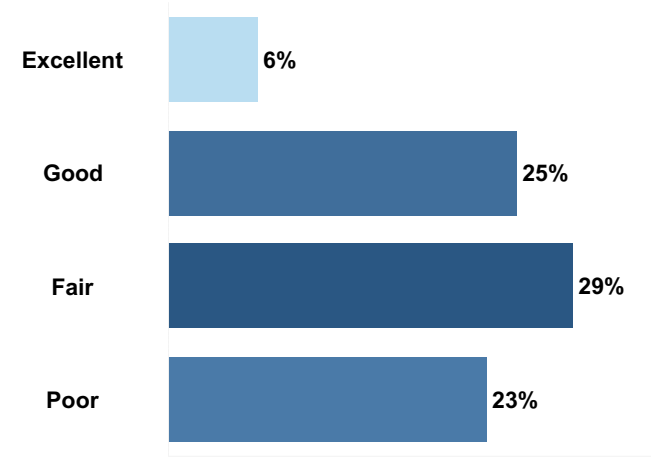
8. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in Redlands government, 2024

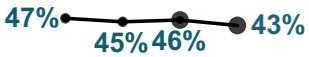


Please rate the quality of each of the following services in Redlands.
(% excellent or good)

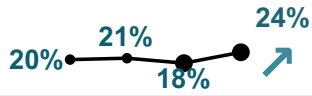
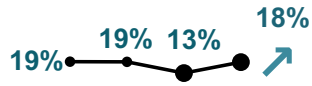
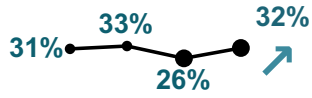
	2020	2022	2024	vs. national benchmark[9]
Public information services	59%	61%	54%	Similar
Overall customer service by Redlands employees	76%	70%	79%	Similar

Please rate the following categories of Redlands government performance.
(% excellent or good)

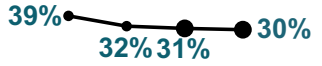
	2020	2022	2024	vs. national benchmark[9]
The value of services for the taxes paid to Redlands	48%	41%	55% ↗	Similar
The overall direction that Redlands is taking	50%	49%	46%	Similar
The job Redlands government does at welcoming resident involvement	49%	33%	43%	Similar
Overall confidence in Redlands government	40%	43%	38% ↘	Similar
Generally acting in the best interest of the community	45%	38%	43%	Similar
Being honest	49%	35%	44%	Lower
Being open and transparent to the public	42%	40%	36%	Lower
Informing residents about issues facing the community	48%	43%	34% ↘	Lower

Treating all residents fairly		Lower
Treating residents with respect		Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% excellent or good)

	2020 2022 2024	
Attended a local public meeting		Similar
Contacted Redlands elected officials to express your opinion		Similar
Contacted the City of Redlands for help or information		Higher
Watched a local public meeting		Similar

Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

	2020 2022 2024	
The City of Redlands		Similar
The Federal Government		Similar

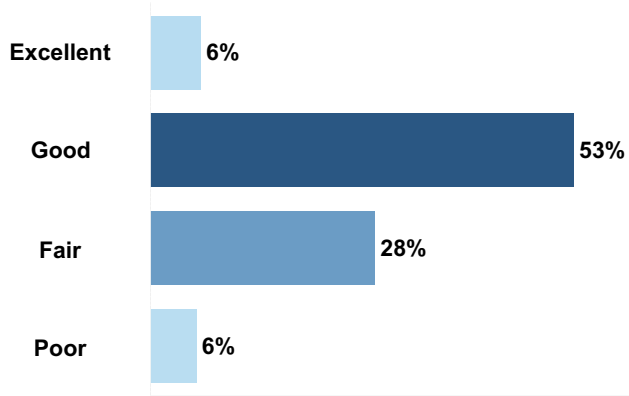
9. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Redlands, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[10]
Overall economic health	64%	53%	68% 64%	Similar

Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

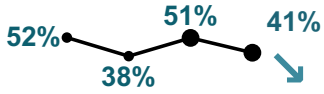
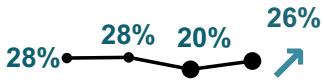
	2020	2022	2024	
Redlands as a place to work	70%	53%	72% 69%	Similar
Redlands as a place to visit	68%	65%	75% 78%	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2020	2022	2024	
Economic development	53%	51%	52% 48%	Similar

Please rate each of the following in the Redlands community.
(% excellent or good)

	2020	2022	2024	
Overall quality of business and service establishments	84%	70%	81% 84%	Similar
Variety of business and service establishments	72%	61%	72% 69%	Similar

Vibrancy of downtown/commercial area		Higher
Employment opportunities		Similar
Shopping opportunities		Higher
Cost of living		Similar

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

	2020	2022	2024	
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	26%	18%	22% 16%	Similar

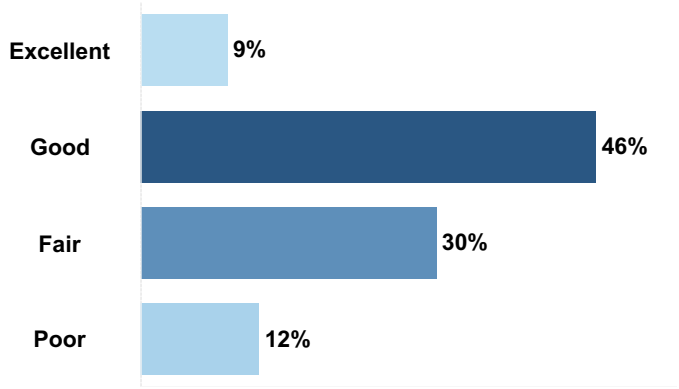
11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

Overall quality of the transportation system in Redlands, 2024



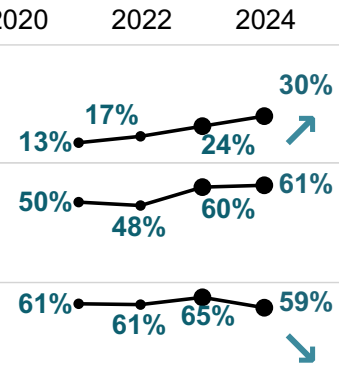
Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[11]
Overall quality of the transportation system	48%	43%	54% 57%	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

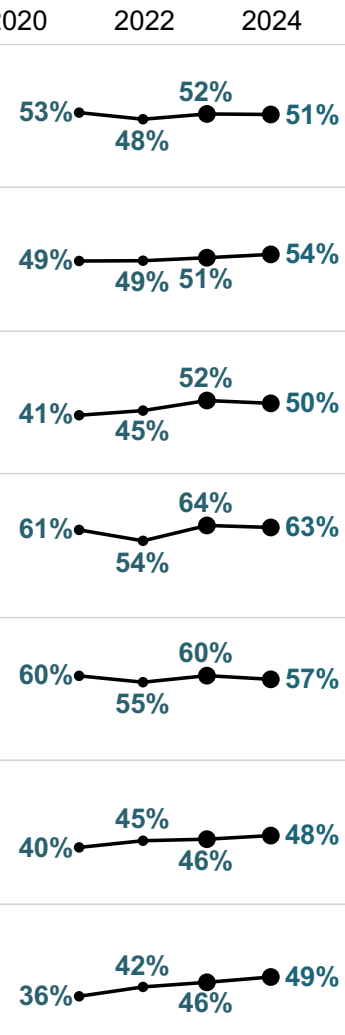
	2020	2022	2024	
Traffic flow on major streets	47%	54%	52%	Similar
Ease of public parking	36%	41%	43% 52% ↗	Similar
Ease of travel by car	68%	70%	71% 76%	Similar
Ease of travel by public transportation	27%	25%	32% 34%	Similar
Ease of travel by bicycle	71%	63%	64% 78% ↗	Higher
Ease of walking	69%	59%	68% 75% ↗	Higher

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)



Used public transportation instead of driving	Similar
Carpooled with other adults or children instead of driving alone	Higher
Walked or biked instead of driving	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)



Traffic enforcement	Similar
Traffic signal timing	Similar
Street repair	Similar
Street cleaning	Similar
Street lighting	Similar
Sidewalk maintenance	Similar
Bus or transit services	Similar

11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

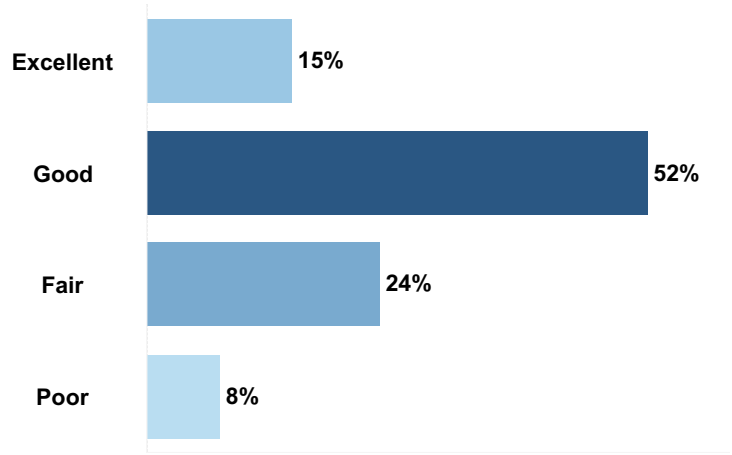
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Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Overall design or layout of Redlands's residential and commercial areas, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

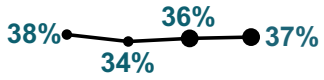
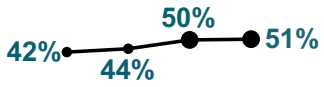
	2020	2022	2024	vs. national benchmark[12]
Overall design or layout of residential and commercial areas	59%	58%	60% → 68%	Similar

Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

	2020	2022	2024	
Your neighborhood as a place to live	88%	67%	81% → 85%	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2020	2022	2024	
Well-planned residential growth	45%	31%	41% → 43%	Similar
Well-planned commercial growth	41%	34%	39% → 39%	Similar
Well-designed neighborhoods	59%	44%	54% → 59%	Similar
Preservation of the historical or cultural character of the community	81%	61%	76% → 81%	Higher

Public places where people want to spend time		Similar
Variety of housing options		Similar
Availability of affordable quality housing		Similar
Overall quality of new development		Similar
Overall appearance		Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

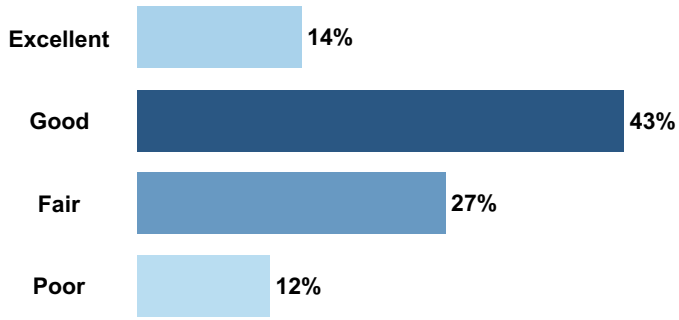
	2020 2022 2024	
Land use, planning and zoning		Similar
Code enforcement		Similar

12. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Overall quality of the utility infrastructure in Redlands, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[13]
Overall quality of the utility infrastructure	62%	64%	66% → 60% ↘	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2020	2022	2024	
Affordable high-speed internet access	46%	43%	51% → 51%	Similar
Garbage collection	81%	84%	77% → 79%	Similar
Drinking water	63%	60%	62% → 60%	Similar
Sewer services	80%	81%	78% → 78%	Similar
Storm water management	66%	66%	67% → 71%	Similar
Power (electric and/or gas) utility	68%	65%	69% → 59% ↘	Lower
Utility billing	57%	54%	60% → 50%	Lower

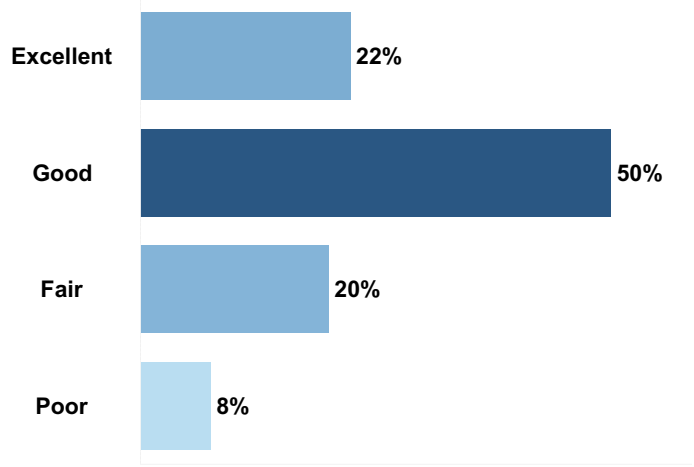
13. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

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Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

Overall feeling of safety in Redlands, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[14]
Overall feeling of safety	65%	43%	72% ↗ (67%)	Similar

Please rate how safe or unsafe you feel:
(% very or somewhat safe)

	2020	2022	2024	
In your neighborhood during the day	91%	85%	91% (93%)	Similar
In Redlands's downtown/commercial area during the day	86%	69%	85% (82%)	Similar
From property crime	63%	45%	67% ↗ (62%)	Similar
From violent crime	77%	57%	76% (72%)	Similar
From fire, flood, or other natural disaster	78%	62%	76% (76%)	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

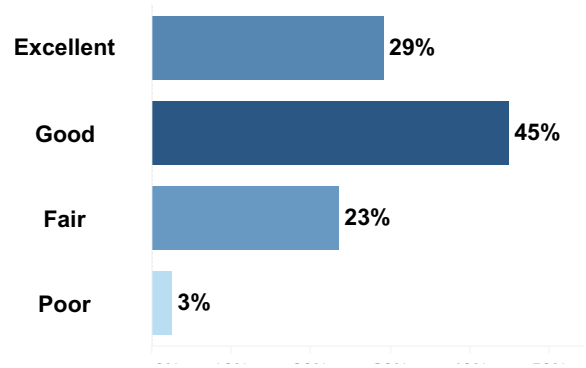
	2020	2022	2024	
Police/Sheriff services	74%	63%	67% → 71%	Similar
Crime prevention	62%	40%	58% → 60%	Similar
Animal control	62%	59%	59% → 73% ↗	Similar
Ambulance or emergency medical services	82%	77%	77% → 89% ↗	Similar
Fire services	91%	87%	87% → 92% ↗	Similar
Fire prevention and education	73%	62%	72% → 76%	Similar
Emergency preparedness	58%	53%	53% → 43% ↘	Lower

14. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Natural Environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Overall quality of natural environment in Redlands, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[15]
Overall quality of natural environment	62%	72%	74%	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2020	2022	2024	
Cleanliness	67%	50%	67%	Similar
Air quality	40%	40%	41%	Much lower

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2020	2022	2024	
Preservation of natural areas	49%	55%	60%	Similar
Redlands open space	50%	51%	60% ↗	Similar
Recycling	47%	61%	67% ↗	Similar
Yard waste pick-up	78%	73%	72% 80% ↗	Similar

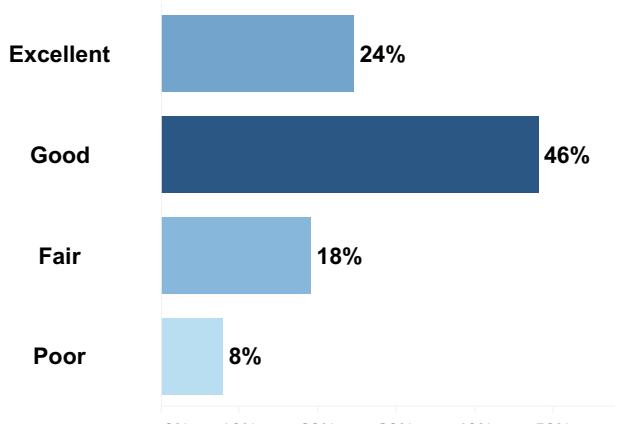
15. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Parks and Recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

Overall quality of parks and recreation opportunities, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[16]
Overall quality of parks and recreation opportunities	58%	65%	68% → 73%	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2020	2022	2024	
Availability of paths and walking trails	63%	72%	61% → 74% ↗	Similar
Fitness opportunities	68%	70%	70% → 76% ↗	Similar
Recreational opportunities	60%	70%	64% → 63%	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

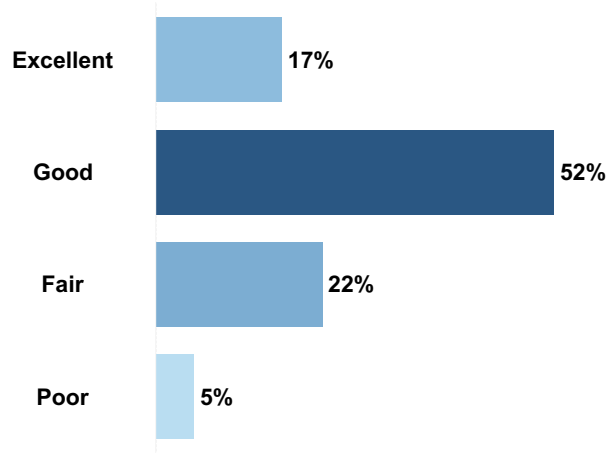
	2020	2022	2024	
City parks	65%	58%	70% → 72%	Similar
Recreation programs or classes	66%	59%	67% → 71%	Similar
Recreation centers or facilities	64%	54%	68% → 70%	Similar

16. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Health and Wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Overall health and wellness opportunities in Redlands, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[17]
Overall health and wellness opportunities	69%	57%	68% → 72%	Similar

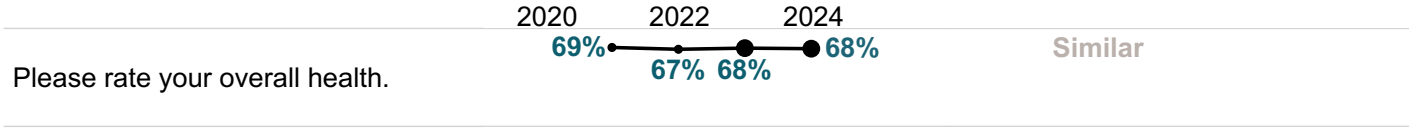
Please also rate each of the following in the Redlands community.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[17]
Availability of affordable quality food	68%	57%	55% → 53%	Similar
Availability of affordable quality health care	60%	47%	55% → 55%	Similar
Availability of preventive health services	61%	52%	50% → 48%	Similar
Availability of affordable quality mental health care	46%	31%	40% → 42%	Similar

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[17]
Health services	70%	53%	62% → 68% ↗	Similar

Please rate your overall health.
(% excellent or very good)



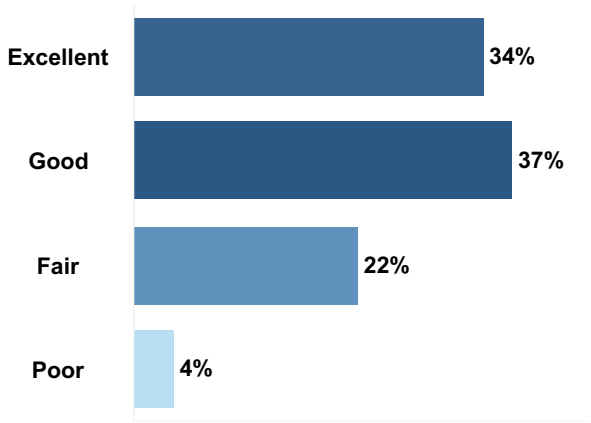
17. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[18]
Overall opportunities for education, culture, and the arts	70%	58%	72% → 73%	Higher

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2020	2022	2024	
Opportunities to attend cultural/arts/music activities	71%	62%	75% → 77%	Higher
Community support for the arts	76%	59%	77% → 79%	Higher
Availability of affordable quality childcare/preschool	50%	36%	47% → 45%	Similar
K-12 education	75%	68%	69% → 72%	Similar
Adult educational opportunities	66%	46%	58% → 56%	Similar
Opportunities to attend special events and festivals	71%	61%	73% → 78% ↗	Higher

Please rate the quality of each of the following services in Redlands.
(% excellent or good)

	2020	2022	2024	
Public library services	87%	70%	81% → 92% ↗	Similar

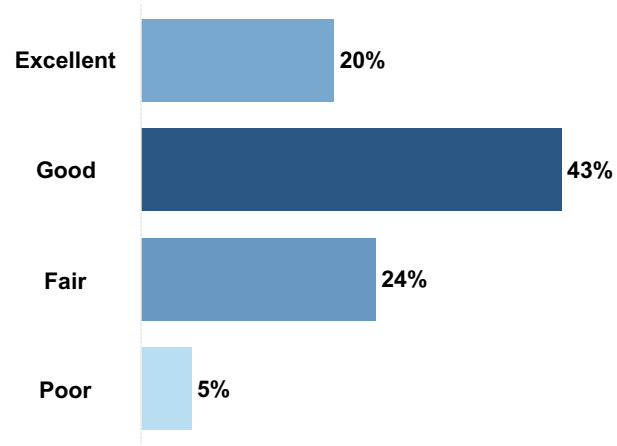
18. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

Residents' connection and engagement with their community, 2024



Please rate each of the following characteristics as they relate to Redlands as a whole.
(% excellent or good)

	2020	2022	2024	vs. national benchmark[19]
Residents' connection and engagement with their community	58%	50%	63% → 68%	Similar

Please rate each of the following aspects of quality of life in Redlands.
(% excellent or good)

	2020	2022	2024	
Redlands as a place to raise children	83%	69%	88% → 86%	Similar
Redlands as a place to retire	62%	55%	71% → 65%	Similar
Sense of community	61%	53%	70% → 72%	Similar

Please rate the job you feel the Redlands community does at each of the following.
(% excellent or good)

	2020	2022	2024	
Making all residents feel welcome	60%	58%	68% → 64%	Similar
Attracting people from diverse backgrounds	51%	53%	58% → 53%	Similar
Valuing/respecting residents from diverse backgrounds	52%	52%	61% → 56%	Similar
Taking care of vulnerable residents	44%	42%	49% → 44%	Similar

Please also rate each of the following in the Redlands community.
(% excellent or good)

	2020	2022	2024	
Sense of civic/community pride	64%	55%	69% → 72%	Higher
Neighborliness of residents	61%	51%	59% → 65% ↗	Similar
Opportunities to participate in social events and activities	69%	60%	71% → 70%	Similar
Opportunities to volunteer	68%	66%	74% → 74%	Similar
Opportunities to participate in community matters	63%	55%	61% → 61%	Similar
Openness and acceptance of the community toward people of diverse backgrounds	47%	51%	54% → 60% ↗	Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% excellent or good)

	2020	2022	2024	
Campaigned or advocated for a local issue, cause, or candidate	24%	22%	12% → 17%	Similar

19. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded, but may be added to the table using the response filter below.

Include "don't know"
No

	To what degree, if at all, is homelessness a problem in the City of Redlands?	Major problem	41%
		Moderate problem	43%
		Minor problem	8%
		Not a problem	8%
Please rate how important, if at all, you think it is for the City of Redlands to implement each of the following to help address homelessness.	Providing emergency shelter	Essential	29%
		Very important	43%
		Somewhat important	17%
		Not at all important	11%
	Providing transitional housing, which is available for a limited period, and offers structure, supervision, addic..	Essential	40%
		Very important	33%
		Somewhat important	15%
		Not at all important	12%
	Creating affordable, permanent housing	Essential	34%
		Very important	30%
		Somewhat important	18%
		Not at all important	17%
	Enforcing "no camping" ordinances in public parks and rights of way	Essential	49%
		Very important	25%
		Somewhat important	13%
		Not at all important	13%
	Providing access to healthcare and substance abuse treatment	Essential	47%
		Very important	30%
		Somewhat important	19%

		Not at all important	4%
	Continuing to help fund organizations that provide services to people experiencing homelessness in the Redlands Co..	Essential	38%
		Very important	34%
		Somewhat important	18%
		Not at all important	10%
First, if the City were to commit additional resources, please indicate how much of a priority, if at all, each of the following would be.	Diversity, Equity & Inclusion	Major priority	46%
		Minor priority	18%
		Not a priority	36%
	Downtown parking	Major priority	24%
		Minor priority	45%
		Not a priority	31%
	Homelessness	Major priority	73%
		Minor priority	21%
		Not a priority	7%
	Public safety (Police & Fire)	Major priority	68%
		Minor priority	20%
		Not a priority	13%
	Quality of life (parks, recreation, library & cultural amenities)	Major priority	53%
		Minor priority	37%
		Not a priority	10%
	Sustainability & Climate change	Major priority	48%
		Minor priority	30%
		Not a priority	22%
	Then, please indicate which one of the following should be the top priority for the City.	Diversity, Equity & Inclusion	12%
		Downtown parking	1%
		Homelessness	30%
		Public safety (Police & Fire)	31%
		Quality of life (parks, recreation, library & cultural amenities)	10%

Sustainability & Climate change		16%

The City of Redlands 2024 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Redlands.

	Excellent	Good	Fair	Poor	Don't know
Redlands as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Redlands as a place to raise children	1	2	3	4	5
Redlands as a place to work	1	2	3	4	5
Redlands as a place to visit	1	2	3	4	5
Redlands as a place to retire	1	2	3	4	5
The overall quality of life in Redlands	1	2	3	4	5
Sense of community	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Redlands as a whole.

	Excellent	Good	Fair	Poor	Don't know
Overall economic health of Redlands	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Redlands	1	2	3	4	5
Overall design or layout of Redlands's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Redlands (water, sewer, storm water, electric/gas, broadband)	1	2	3	4	5
Overall feeling of safety in Redlands	1	2	3	4	5
Overall quality of natural environment in Redlands	1	2	3	4	5
Overall quality of parks and recreation opportunities	1	2	3	4	5
Overall health and wellness opportunities in Redlands	1	2	3	4	5
Overall opportunities for education, culture, and the arts	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	Very likely	Somewhat likely	Somewhat unlikely	Very unlikely	Don't know
Recommend living in Redlands to someone who asks	1	2	3	4	5
Remain in Redlands for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know
In your neighborhood during the day	1	2	3	4	5	6
In Redlands's downtown/commercial area during the day	1	2	3	4	5	6
From property crime	1	2	3	4	5	6
From violent crime	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Redlands community does at each of the following.

	Excellent	Good	Fair	Poor	Don't know
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	1	2	3	4	5

6. Please rate each of the following in the Redlands community.

	Excellent	Good	Fair	Poor	Don't know
Overall quality of business and service establishments in Redlands	1	2	3	4	5
Variety of business and service establishments in Redlands	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Redlands	1	2	3	4	5
Overall image or reputation of Redlands	1	2	3	4	5

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7. Please also rate each of the following in the Redlands community.

	Excellent	Good	Fair	Poor	Don't know
Traffic flow on major streets	1	2	3	4	5
Ease of public parking	1	2	3	4	5
Ease of travel by car in Redlands	1	2	3	4	5
Ease of travel by public transportation in Redlands	1	2	3	4	5
Ease of travel by bicycle in Redlands	1	2	3	4	5
Ease of walking in Redlands	1	2	3	4	5
Well-planned residential growth	1	2	3	4	5
Well-planned commercial growth	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Redlands	1	2	3	4	5
Overall appearance of Redlands	1	2	3	4	5
Cleanliness of Redlands	1	2	3	4	5
Air quality	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts	1	2	3	4	5
Availability of affordable quality childcare/preschool	1	2	3	4	5
K-12 education	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride	1	2	3	4	5
Neighborliness of residents in Redlands	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	No	Yes
Contacted the City of Redlands (in-person, phone, email, or web) for help or information	1	2
Contacted Redlands elected officials (in-person, phone, email, or web) to express your opinion	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online or on television) a local public meeting	1	2
Volunteered your time to some group/activity in Redlands	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Used bus, rail, subway, or other public transportation instead of driving	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving	1	2

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9. Please rate the quality of each of the following services in Redlands.

	Excellent	Good	Fair	Poor	Don't know
Public information services	1	2	3	4	5
Economic development	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Redlands open space	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
City parks	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Redlands employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Redlands government performance.

	Excellent	Good	Fair	Poor	Don't know
The value of services for the taxes paid to Redlands	1	2	3	4	5
The overall direction that Redlands is taking	1	2	3	4	5
The job Redlands government does at welcoming resident involvement	1	2	3	4	5
Overall confidence in Redlands government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest	1	2	3	4	5
Being open and transparent to the public	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	Excellent	Good	Fair	Poor	Don't know
The City of Redlands	1	2	3	4	5
The Federal Government	1	2	3	4	5

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12. Please rate how important, if at all, you think it is for the Redlands community to focus on each of the following in the coming two years.

	Essential	Very important	Somewhat important	Not at all important
Overall economic health of Redlands	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Redlands	1	2	3	4
Overall design or layout of Redlands's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Redlands (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Redlands	1	2	3	4
Overall quality of natural environment in Redlands	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Redlands	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. To what degree, if at all, is homelessness a problem in the City of Redlands?

❍ Major problem ❍ Moderate problem ❍ Minor problem ❍ Not a problem ❍ Don't know

14. Please rate how important, if at all, you think it is for the City of Redlands to implement each of the following to help address homelessness.

	Essential	Very important	Somewhat important	Not at all important	Don't know
Providing emergency shelter	1	2	3	4	5
Providing transitional housing, which is available for a limited period, and offers structure, supervision, addiction and mental health support, life skills, and in some cases, education and training	1	2	3	4	5
Creating affordable, permanent housing	1	2	3	4	5
Enforcing "no camping" ordinances in public parks and rights of way	1	2	3	4	5
Providing access to healthcare and substance abuse treatment	1	2	3	4	5
Continuing to help fund organizations that provide services to people experiencing homelessness in the Redlands Community	1	2	3	4	5

15. First, if the City were to commit additional resources, please indicate how much of a priority, if at all, each of the following would be. Then, please indicate which one of the following should be the top priority for the City.

	Major priority	Minor priority	Not a priority	Don't know	Top priority
Diversity, equity, and inclusion	1	2	3	4	❍
Downtown parking	1	2	3	4	❍
Homelessness	1	2	3	4	❍
Public safety (police & fire)	1	2	3	4	❍
Quality of life (parks, recreation, library & cultural amenities)	1	2	3	4	❍
Sustainability and climate change	1	2	3	4	❍

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The City of Redlands 2024 Community Survey

Our last questions are about you and your household.
Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone	1	2	3	4	5	6
Visit social media sites such as Facebook, X (formerly Twitter), Nextdoor, etc.	1	2	3	4	5	6
Use or check email	1	2	3	4	5	6
Share your opinions online	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

❍ Excellent ❍ Very good ❍ Good ❍ Fair ❍ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

❍ Very positive ❍ Somewhat positive ❍ Neutral ❍ Somewhat negative ❍ Very negative

D4. How many years have you lived in Redlands?

❍ Less than 2 years
❍ 2-5 years
❍ 6-10 years
❍ 11-20 years
❍ More than 20 years

D5. Which best describes the building you live in?

❍ Single-family detached home
❍ Townhouse or duplex (may share walls but no units above or below you)
❍ Condominium or apartment (have units above or below you)
❍ Mobile home
❍ Other

D6. Do you rent or own your home?

❍ Rent
❍ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

❍ Less than $300
❍ $300 to $599
❍ $600 to $999
❍ $1,000 to $1,499
❍ $1,500 to $2,499
❍ $2,500 to $3,999
❍ $4,000 to $6,999
❍ $7,000 to $9,999
❍ $10,000 or more

D8. Do any children 17 or under live in your household?

❍ No ❍ Yes

D9. Are you or any other members of your household aged 65 or older?

❍ No ❍ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

❍ Less than $25,000
❍ $25,000 to $49,999
❍ $50,000 to $74,999
❍ $75,000 to $99,999
❍ $100,000 to $149,999
❍ $150,000 to $199,999
❍ $200,000 to $299,999
❍ $300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

❍ No ❍ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

❑ American Indian or Alaskan Native
❑ Asian
❑ Black or African American
❑ Native Hawaiian or Other Pacific Islander
❑ White
❑ A race not listed

D13. In which category is your age?

❍ 18-24 years
❍ 25-34 years
❍ 35-44 years
❍ 45-54 years
❍ 55-64 years
❍ 65-74 years
❍ 75 years or older

D14. What is your gender?

❍ Woman
❍ Man
❍ Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

❍ Agender/I don't identify with any gender
❍ Genderqueer/gender fluid
❍ Non-binary
❍ Transgender man
❍ Transgender woman
❍ Two-spirit
❍ Identify in another way

Thank you! Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

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City Council Meeting **K. 1.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: **Public Hearing** to consider an Appeal of the Planning Commission's denial of a proposed new 197,397 square-foot warehouse/distribution facility located at 301 Tennessee Street (APN: 0292-192-11-0000) and 360 Kansas Street (APN: 0292-192-14-0000)

(Mayor to declare the meeting open as a public hearing)

A. **Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program** prepared for the proposed project in accordance with Section 15074 of the California Environmental Quality Act (CEQA) Guidelines.
B. **Socio-Economic Cost/Benefit Study** prepared for the proposed project in accordance with Measure U.
C. **Conditional Use Permit No. 1182** – A request to construct and operate a warehouse/distribution facility totaling 197,397 square feet in size, in accordance with Article XII of Chapter 18.156 of the Redlands Municipal Code.
D. **Commission Review and Approval No. 948** – A request to construct a 197,397 square-foot warehouse building with 8,000 square feet of office space, and related on-site improvements including parking lots, access driveways, landscaping, lighting, utilities and drainage improvements.
E. **Lot Merger No. 006** - A request to merge 301 Tennessee Street (APN:0292-192-11-0000) and 360 Kansas Street (APN: 0292-192-14-0000), into a single 10.9-acre parcel for development purposes.

(Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon applicant, or his/her representative, for comments and testimony.
5. Mayor calls for comments/questions/testimony from members of the public
   (3 minutes per speaker).
6. Mayor calls upon City Clerk to note any written comments received.
7. Mayor calls upon the applicant, or representative, for rebuttal comments (5 minutes).
8. Mayor closes the public hearing.
9. City Council considers the motion and votes.

MOTION(S):

If the City Council desires to deny the appeal and uphold the Planning Commission's decision, then the following motion is provided:

I move to adopt Resolution No. 8633 denying the Appeal and upholding the Planning Commission's denial of Conditional Use Permit No. 1182, Commission Review & Approval No. 948, Lot Merger No. 06, and the Socio-Economic Cost/Benefit Study prepared for the proposed project.

RECOMMENDATION:

If the City Council denies the appeal and upholds the Planning Commission's decision, then Commission Review & Approval No. 948, Conditional Use Permit No. 1182, Lot Merger No. 06, and the Socio-Economic Cost/Benefit Study for the proposed project will stand as denied. Attachment A is Resolution No. 1632 adopted by the Planning Commission on May 28, 2024 denying the requested project entitlements.

BACKGROUND:

A) Project Description

The appellant has filed an appeal of the Planning Commission's decision to deny entitlements for a proposal to construct a 197,397 square-foot warehouse building. As proposed, the building includes 8,000 square feet of office space

and up to ten percent of the building is proposed for refrigerated storage. The building is not being constructed for the purposes of any specific tenant. The project area consists of two parcels that have been previously developed. The site is approximately 10.9 acres and located at 360 Kansas Street and 301 Tennessee Street, generally between Tennessee Street and Kansas Street, and north of W. State Street (see Attachment B - Location Map & Aerial Photo). The proposed building includes 25 truck loading dock doors, 242 automobile parking stalls, and other related site improvements including driveways, landscaping, lighting, utilities, and drainage improvements.

The western portion of the project site (360 Kansas Street) currently has a one-story single-family home that was built in 1950. The eastern portion of the site is currently fully developed and was originally constructed as a La-Z-Boy manufacturing facility with ancillary storage and distribution functions for the products manufactured on-site. The manufacturing building is approximately 193,469 square-feet in area, with an approximate height of 20 feet. This manufacturing facility was opened in 1966 and closed in late 2019. The appellant has owned the property for approximately two years and has been leasing the building.

B) Denial by Planning Commission

The proposal and project plans were fully evaluated in the staff report prepared for the April 23, 2024, Planning Commission meeting (see Attachment C). The attached project plans include the Site Plan (Attachment D), Elevations (Attachment E), and Landscape Plan (Attachment F).

On April 23, 2024, the project was presented to the Planning Commission and, after closing the public hearing and deliberating upon the project, the Planning Commission indicated an intent to deny the project. The Commission voted 6 to 0 to continue the matter until May 14, 2024, to allow staff sufficient time to prepare an appropriate resolution with written findings for denial. On May 14, 2024, the Planning Commission continued the matter to the meeting of May 28, 2024, and adopted Resolution No. 1632 (Attachment A) denying the project. The resolution includes the findings that could not be made, and therefore, resulted in denial of the project. The relevant findings for Conditional Use Permit No. 1182 and Commission Review & Approval No. 948 are included below.

Conditional Use Permit No. 1182

The Planning Commission denied Conditional Use Permit No. 1182 based upon the inability to make the following findings.

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

The proposed development, if approved, would adversely affect the land use

plans of the City. The subject property was designated as "Industrial (I-P)" zone many years previously and was in place due to the prior use of the property as a furniture manufacturing facility (La-Z-Boy, Inc.) since the time that the existing building was originally constructed in 1966. The land use plans of the City envisioned the continued operation of a low-intensity furniture manufacturing facility, rather than a large new warehouse and logistics distribution facility and the associated truck traffic. Immediately surrounding land uses include large campuses for professional offices (ESRI approximately 400 feet to the east) and two schools (Redlands Christian Upper School approximately 350 feet to the south, Redlands Christian Lower School approximately 900 feet to the southeast, and Redlands Adventist Academy approximately 400 feet to the southeast). In addition, high-density multifamily residential neighborhoods are located to the east approximately 700 feet from the project site. Approval of the warehouse and distribution facility would be inconsistent with the intent of the applicable land use plans as reflected in the existing uses in the project area.

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

The proposed development will be detrimental to public health, safety, and welfare. The amount of vehicular traffic (including the types of large trucks and trailers, which are anticipated to be approximately 115 per day) to be generated by the proposed project will utilize City streets including the freeway ramps on Interstate 10 and/or Interstate 210 within the City of Redlands The traffic study prepared to evaluate the project did not evaluate the capacities or designs of the freeway ramps at Alabama Street and Tennessee Street within the City of Redlands, nor the City streets that provide truck routes to those freeway ramps. Moreover, both Alabama Street and Tennessee Street have railroad crossings with frequent light passenger rail traffic. The trucks and truck trips that will be generated by the proposed project are likely to result in further traffic congestion particularly at critical street segments that cross railroad tracks (i.e., between the project site and freeway ramps) that the project's trucks must utilize. In recent years, the City of Redlands emergency services have been called for automobile and pedestrian collisions with trains (resulting in several serious injuries and fatalities to motorists and pedestrians). It is likely that the proposed project's truck trips will result in further traffic congestion on City streets and conflicts with passenger vehicles and trains.

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

The proposed project is not appropriate at the proposed location. The proposed height (40 feet), mass, form, and bulk of the proposed warehouse structure is out of scale with the immediately surrounding buildings and land uses. Commercial, office, government, and educational buildings to the immediate north, south, east, and west of the project site are one-story and two-story structures. The project would replace one of the largest existing buildings on Tennessee Street (which has an average building height of 20 feet) with a new warehouse

distribution center designed to be up to 40' tall and street frontage exceeding 500 feet long. This is inconsistent with the existing pattern of development on Tennessee Street in terms of both use and scale. The tallest buildings along the Tennessee Street corridor are approximately 30' tall and are located to the south on the Redlands Adventist Academy and Redlands Christian School properties. While there are no abutting or immediately adjacent sensitive receptors, schools, hospitals, or residences, several school facilities are in the area and located as close as 275' from the project's southerly property line. The project proposes a use that is conditionally permitted; however, the height and scale of the proposed building is designed in a manner that is more compatible with existing warehouse developments currently existing to the west of Kansas Street (a half-mile or more to the west). The proposed height, mass, form, and bulk would not be appropriate at the proposed location. Therefore, the proposed development is not appropriate for the proposed location.

Commission Review & Approval No. 948

The Planning Commission denied Commission Review & Approval No. 948 based upon the inability to make the following findings.

4. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The public streets that serve the project site are not properly designed and improved to carry the type and quantity of traffic to be generated by the proposed use, particularly the type and quantity of trucks and tractor-trailer traffic (115 semi-truck trips per day and a total of 1,387 passenger car equivalent trips) that is to be generated by a large warehouse/logistics facility. A condition of approval requires trucks to exit the project site on Kansas Street (west side of site) and proceed north toward the freeways; however, Kansas Street carries traffic via one lane in each direction and has not been fully widened or improved in some segments between State Street/Redlands Boulevard. Tennessee St. (east side of project site). While Kansas Street provides access to a truck entry driveway, it does not have a median or sufficient space to provide truck stacking or queuing within public right-of-way. Two streets along the other frontages of the project site that also provide driveways (W. State St. and Kansas St.) are local roads that carry one lane of traffic in each direction, and do not have sufficient width to provide truck stacking or queuing within public right-of-way.

5. The proposed development is in conformity with the provisions of Chapter 18.12, and approval of the plan is in the best interest of the public health, safety and general welfare. It is intended that design submittals be compatible with the character of adjacent and surrounding developments, and that they be of comparable composition, materials, textures and colors. Conformance is evaluated based on consideration of the seven criteria contained in RMC Section 18.12.170(B).

The proposed overall height, form, and mass of the warehouse building will not be consistent or compatible with surrounding nearby commercial structures on all sides, which are one-story and two-story buildings. The proposed warehouse building is 40' tall, and it has a total frontage of over 500'. This is more than double the height and double the frontage length of any of the buildings located to the north of the project site. It is 10' taller and nearly 120' longer than any other single building on Tennessee Street. In comparison to the existing building on the project site, which has an overall frontage length of 395' and a height of approximately 22'. The proposed building is nearly double the height and more than 100' longer than the existing structure. In terms of setbacks, the proposed building includes a single 40' tall front wall that is set back 89' from the property line with minimal projection. The existing building is varied in height and setback along the frontage. Portions of the existing building project to within 25' of the property line on Tennessee Street; however, these portions are 12'-15' tall with a span of 100'. The remainder of the existing building is setback over 100' from Tennessee street, with an approximate height of 22'. Again, while the floor areas are similar for both buildings, the existing building is half as tall, a more varied appearance at the street frontage, and a larger setback to the main portions of the building.

The proposed architectural materials, textures, finishes, and colors will not be compatible with the predominantly office character of adjacent and surrounding developments (including ESRI office buildings to the east). Similar large concrete tilt-up development occurs to the west of the project site, generally between Kansas Street and New Jersey Street; however, no buildings of this type are present along Tennessee Street. Buildings in the immediate area of the project include varied materials including tile roofs and brick, varied rooflines and articulation. The proposed landscape materials and treatments provided by the project are designed to screen the exterior facades of the proposed building (east and south elevations) and do not represent a consistent or natural appearance of trees or compatibility with surrounding developments where there is more variation in species and planting scheme.

DISCUSSION:

Following the denial by the Planning Commission on May 28, 2024, the appellant (Prologis, Inc.) filed an appeal within 10 days of the decision as required by RMC Section 18.192. 070. The appeal was filed on June 10, 2024. Following the submittal of the appeal to the City, staff scheduled the appeal hearing for the closest available hearing date. The City Council does not meet in August, and therefore the appeal was scheduled for September 3, 2024. The appellant requested to reschedule the appeal due to the Labor Day weekend and the availability of their team members. Staff rescheduled the item for September 17, 2024. Following the rescheduling of the item, the appellant requested the appeal to be rescheduled to a date in November citing availability of the appellant's team members.

The project appeal documents are included as Attachment G. As indicated on the appeal form, the appellant's grounds for appeal states, "In sum, the Findings that accompanied the denial resolution were inadequate and lacked justification." The appellant addresses the necessary findings and details their position for making the findings in an affirmative manner on their appeal form.

City Council Options:

Staff has identified three options for City Council consideration on this item, as outlined below.

1. Deny the appeal. If the City Council agrees with the decision of the Planning Commission to deny this application, based on the inability to make the required findings as detailed in this staff report, then the City Council should deny the appeal by adopting Resolution No. 8633. The motion provided in this staff report supports this option.
2. Uphold the appeal. If the City Council disagrees with the decision of the Planning Commission to deny this application and believes that the findings, as detailed in this staff report, can be made then the City Council should express an intent to uphold the appeal and direct staff to come back at a future meeting with a resolution for consideration. In doing so, the City Council should make clear it's justifications in support of the required findings.
3. Uphold the appeal and request changes to the project design. If the City Council disagrees with the decision of the Planning Commission to deny this application and believes that the findings in support of a warehouse at the proposed location, as detailed in this staff report, can be made after changes are made to the project design, then the City Council should express an intent to uphold the appeal and instruct the applicant to prepare modifications to the project design for review and consideration by the City Council at a future meeting. If the City Council opts to move forward with this option, the Council should provide specific direction to the applicant as to the nature of the requested changes.

ENVIRONMENTAL REVIEW:

An Initial Study was prepared for the proposed project in accordance with the CEQA Guidelines. However, denial of the project is exempt from environmental review in accordance with CEQA Guidelines Section 15270 (Projects Which Are Disapproved).

Initial Study/Mitigated Negative Declaration: The Initial Study/Mitigated Negative Declaration (IS/MND) (see Attachment H-1) prepared for the Project is based on the CEQA Guidelines and includes all the standard topics of analysis including: aesthetics; air quality; biological resources; cultural resources; energy; geology

and soils; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use and planning; noise; population and housing; public services; transportation; tribal cultural resources; public utilities and service systems; and wildfire. The document was prepared using the appropriate criteria and thresholds for an IS/MND in compliance with CEQA.

Public Review & Comment Period: The required 30-day public review and comment period began on May 4, 2023, and ended on June 2, 2023. The Notice of Intent was published in a newspaper of general circulation as well as posted to OPR's State Clearinghouse website for CEQA documents (SCH No. 2023020710). The Initial Study and related documents are also posted on the City's webpage for environmental documents at https://www.cityofredlands.org/post/environmental-documents

Mitigation Measures: The Mitigation Monitoring/Reporting Program (Attachment H-2) includes twelve mitigation measures pertaining to Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Tribal Cultural Resources. All mitigation measures will be incorporated into the project as mandatory Conditions of Approval. With the implementation of these mitigation measures, impacts are reduced to a level that is less than significant. Therefore, the proposed Initial Study/Mitigated Negative Declaration is the appropriate environmental determination for this project.

During the public comment period, two comments were received from interested parties, the San Bernardino County Department of Public Works, and the South Coast Air Quality Management District (South Coast AQMD). The city's environmental consultant has provided a written Response to Comments document (Attachment H-3) responding to the comments. The County comment notes that any encroachments into the adjacent San Bernardino County Flood Control District's right-of-way or facilities will require a permit from the SBCFCD, and notes the project is subject to the Redlands Master Plan of Drainage. The project includes conditions of approval to provide evidence of coordination with the SBCFCD prior to the issuance of any City permits for the project. The project also includes conditions to comply with the Redland Master Plan of Drainage. South Coast AQMD comments requested inclusion of additional information from the project's technical studies in the IS/MND, clarification regarding the sites existing soil vapor extraction remediation activities, and suggests mitigation beyond what is necessary to reduce impacts to a level that is less than significant. There is no information or evidence identifying any potentially significant impacts as a result of the project.

Following the close of the public comment period for the IS/MND, five comments were received on the project and IS/MND (provided in Attachment H-4). These letters were from residents, adjacent business owners, the Redlands Christian School and an environmental non-profit group. Of these five letters, four were in opposition and one was in support of the project. Topics within the opposition letters cited traffic, parking and air quality concerns, while

the support letter discusses the benefits of future site improvements, new jobs and long-term property maintenance.

Environmental Determination: The IS/MND and Mitigation Monitoring & Reporting Program were prepared and circulated for the proposed project in accordance with the CEQA Guidelines. However, the Planning Commission did not adopt the IS/MND and Mitigation Monitoring & Reporting Program for the project. If the City Council wishes to consider approving the Appeal (thereby approving the project), then the appropriate environmental determination for a Mitigated Negative Declaration must be adopted in conjunction with approval of the project. The environmental document is ready for adoption if the Council chooses to approve the Appeal.

ALTERNATIVES:

The City Council may choose either option 2 or 3 as detailed above.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

PREPARED BY:
Sean Reilly, Principal Planner

Attachments

Attachment A: Planning Commission Resolution No. 1632 (Denial)
Attachment B: Location Map and Aerial Photograph
Attachment C: PC Staff Report of April 23, 2024
Attachment D: Site Plan
Attachment E: Elevations and Materials/Colors Board
Attachment F: Landscape Plans
Attachment G: Appeal Form and Attachments
Attachment H-1: Initial Study/Mitigated Negative Declaration
Attachment H-2: Mitigation Monitoring and Reporting Program
Attachment H-3: Responses to Comments
Attachment H-4: Late Public Comment Letters
Attachment I: Resolution No. 8633 (Deny the Appeal)

RESOLUTION NO. 1632

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS DENYING CONDITIONAL USE PERMIT NO. 1182 AND COMMISSION REVIEW & APPROVAL NO. 948, A REQUEST TO CONSTRUCT A 197,397 SQUARE-FOOT WAREHOUSE LOGISTICS DISTRIBUTION FACILITY, LOCATED AT 301 TENNESSEE STREET AND 360 KANSAS STREET.

WHEREAS, Prologis, Inc. ("Applicant"), filed development applications for Conditional Use Permit No. 1182, Commission Review & Approval No. 948, and a Socio-Economic Cost/Benefit Study (the "Project Entitlements") to construct a 197,397 square-foot warehouse including 8,000 square-feet of mezzanine space and related site improvements (the "Project") on approximately 10.9 acres located at 301 Tennessee Street (APN: 0292-192-11-0000) and 360 Kansas Street (APN: 0292-192-14-0000); and

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

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

WHEREAS, the Notice of Intent for the Initial Study was filed and posted at the San Bernardino County Clerk of the Board of Supervisors as well as the California OPR State Clearinghouse on May 4, 2023; and

WHEREAS, the Notice of Intent for the Initial Study/Mitigated Negative Declaration for the Project was published in a newspaper of general circulation on May 4, 2023; and

WHEREAS, the Initial Study/Mitigated Negative Declaration was circulated for public review and comment for a period of thirty (30) days beginning on May 4, 2023, and ending on June 2, 2023; and

WHEREAS, on or about March 29, 2024, notice of the Planning Commission's public hearing for the Project and the related Project Entitlements was published in a newspaper of general circulation; and

WHEREAS, on April 9, 2024, the Planning Commission continued the agenda item for the Project to the next regular Planning Commission meeting of April 23, 2024, at the applicant's request; and

WHEREAS, on April 23, 2024, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant, and by members of the public; and

WHEREAS, on April 23, 2024, after closing the public hearing and deliberating upon the proposed Project, the Planning Commission indicated an intent to deny the requested Project Entitlements and voted 6 to 0 to continue the matter to May 14, 2024, to allow staff sufficient time to prepare an appropriate Resolution with written findings for denial.

WHEREAS, on May 14, 2024, the Planning Commission continued the matter to the next regular Planning Commission meeting of May 28, 2024, to allow staff sufficient time to finalize an appropriate Resolution with written findings for denial.

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

SECTION 1. FINDINGS FOR DENIAL OF CONDITIONAL USE PERMIT NO. 1182. The Planning Commission hereby denies Conditional Use Permit No. 1182 based upon the inability to make the following findings.

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

   The proposed development, if approved, would adversely affect the land use plans of the City. The subject property was designated as "Industrial (I-P)" zone many years previously and was in place due to the prior use of the property as a furniture manufacturing facility (La-Z-Boy, Inc.) since the time that the existing building was originally constructed in 1966. The land use plans of the City envisioned the continued operation of a low-intensity furniture manufacturing facility, rather than a large new warehouse and logistics distribution facility and the associated truck traffic. Immediately surrounding land uses include large campuses for professional offices (ESRI approximately 400 feet to the east) and two schools (Redlands Christian Upper School approximately 350 feet to the south, Redlands Christian Lower School approximately 900 feet to the southeast, and Redlands Adventist Academy approximately 400 feet to the southeast). In addition, high-density multifamily residential neighborhoods are located to the east approximately 700 feet from the project site. Approval of the warehouse and distribution facility would be inconsistent with the intent of the applicable land use plans as reflected in the existing uses in the project area.

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

   The proposed development will be detrimental to public health, safety, and welfare. The amount of vehicular traffic (including the types of large trucks and trailers, which are anticipated to be approximately 115 per day) to be generated by the proposed project will utilize City streets including the freeway ramps on Interstate 10 and/or Interstate 210 within the City of Redlands The traffic study prepared to evaluate the project did not evaluate the capacities or designs of the freeway ramps at Alabama Street and Tennessee Street within the City of Redlands, nor the City streets that provide truck routes to those freeway ramps. Moreover, both Alabama

Street and Tennessee Street have railroad crossings with frequent light passenger rail traffic. The trucks and truck trips that will be generated by the proposed project are likely to result in further traffic congestion particularly at critical street segments that cross railroad tracks (i.e., between the project site and freeway ramps) that the project's trucks must utilize. In recent years, the City of Redlands emergency services have been called for automobile and pedestrian collisions with trains (resulting in several serious injuries and fatalities to motorists and pedestrians). It is likely that the proposed project's truck trips will result in further traffic congestion on City streets and conflicts with passenger vehicles and trains.

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

The proposed project is not appropriate at the proposed location. The proposed height (40 feet), mass, form, and bulk of the proposed warehouse structure is out of scale with the immediately surrounding buildings and land uses. Commercial, office, government, and educational buildings to the immediate north, south, east, and west of the project site are one-story and two-story structures. The project would replace one of the largest existing buildings on Tennessee Street (which has an average building height of 20 feet) with a new warehouse distribution center designed to be up to 40' tall and street frontage exceeding 500 feet long. This is inconsistent with the existing pattern of development on Tennessee Street in terms of both use and scale. The tallest buildings along the Tennessee Street corridor are approximately 30' tall and are located to the south on the Redlands Adventist Academy and Redlands Christian School properties. While there are no abutting or immediately adjacent sensitive receptors, schools, hospitals, or residences, several school facilities are in the area and located as close as 275' from the project's southerly property line. The project proposes a use that is conditionally permitted; however, the height and scale of the proposed building is designed in a manner that is more compatible with existing warehouse developments currently existing to the west of Kansas Street (a half-mile or more to the west). The proposed height, mass, form, and bulk would not be appropriate at the proposed location. Therefore, the proposed development is not appropriate for the proposed location.

SECTION 2. FINDINGS FOR DENIAL OF COMMISSION REVIEW & APPROVAL NO. 948. The Planning Commission hereby denies Commission Review & Approval No. 948 based upon the inability to make the following findings.

4. *The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.*

The public streets that serve the project site are not properly designed and improved to carry the type and quantity of traffic to be generated by the proposed use, particularly the type and quantity of trucks and tractor-trailer traffic (115 semi-truck trips per day and a total of 1,387 passenger car equivalent trips)that is to be generated by a large warehouse/logistics facility. A condition of approval requires

trucks to exit the project site on Kansas Street (west side of site) and proceed north toward the freeways; however, Kansas Street carries traffic via one lane in each direction and has not been fully widened or improved in some segments between State Street/Redlands Boulevard. Tennessee St. (east side of project site). While Kansas Street provides access to a truck entry driveway, it does not have a median or sufficient space to provide truck stacking or queuing within public right-of-way. Two streets along the other frontages of the project site that also provide driveways (W. State St. and and Kansas St.) are local roads that carry one lane of traffic in each direction, and do not have sufficient width to provide truck stacking or queuing within public right-of-way.

5. *The proposed development is in conformity with the provisions of Chapter 18.12, and approval of the plan is in the best interest of the public health, safety and general welfare. It is intended that design submittals be compatible with the character of adjacent and surrounding developments, and that they be of comparable composition, materials, textures and colors. Conformance is evaluated based on consideration of the seven criteria contained in RMC Section 18.12.170(B).*

The proposed overall height, form, and mass of the warehouse building will not be consistent or compatible with surrounding nearby commercial structures on all sides that are one-story and two-story buildings. The proposed warehouse building is 40' tall and it has a total frontage of over 500'. This is more than double the height and double the frontage length of any of the buildings located to the north of the project site. It is 10' taller and nearly 120' longer than any other single building on Tennessee Street. In comparison to the existing building on the project site, which has an overall frontage length of 395' and a height of approximately 22', The proposed building is nearly double the height and more than 100' longer than the existing structure. In terms of setbacks, the proposed building includes a single 40' tall front wall that is set back 89' from the property line with minimal projection. The existing building is varied in height and setback along the frontage. Portions of the existing building project to within 25' of the property line on Tennessee Street; however, these portions are 12'–15' tall with a span of 100'. The remainder of the existing building is setback over 100' from Tennessee street, with an approximate height of 22'. Again, while the floor areas are similar for both buildings, the existing building is half as tall, a more varied appearance at the street frontage, and a larger setback to the main portions of the building.

The proposed architectural materials, textures, finishes, and colors will not be compatible with the predominantly office character of adjacent and surrounding developments (including ESRI office buildings to the east). Similar large concrete tilt-up development occurs to the west of the project site, generally between Kansas Street and New Jersey Street; however, no buildings of this type are present along Tennessee Street. Buildings in the immediate area of the project include varied materials including tile roofs and brick, varied rooflines and articulation. The proposed landscape materials and treatments provided by the project are designed

to screen the exterior façades of the proposed building (east and south elevations) and do not represent a consistent or natural appearance of trees or compatibility with surrounding developments where there is more variation in species and planting scheme.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program were prepared and circulated for the proposed Project in accordance with the CEQA Guidelines. The Initial Study was prepared by the City's environmental consultant and reflects the City's own independent judgment and analysis. The Initial Study/Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program are not adopted for the Project at this time. The recommended denial of the Project is determined to be exempt from environmental review in accordance with Section 15270 (Projects Which Are Disapproved) of the CEQA Guidelines.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED, AND APPROVED this 28th day of May, 2024.

Matthew Endsley, Vice Chair
Planning Commission

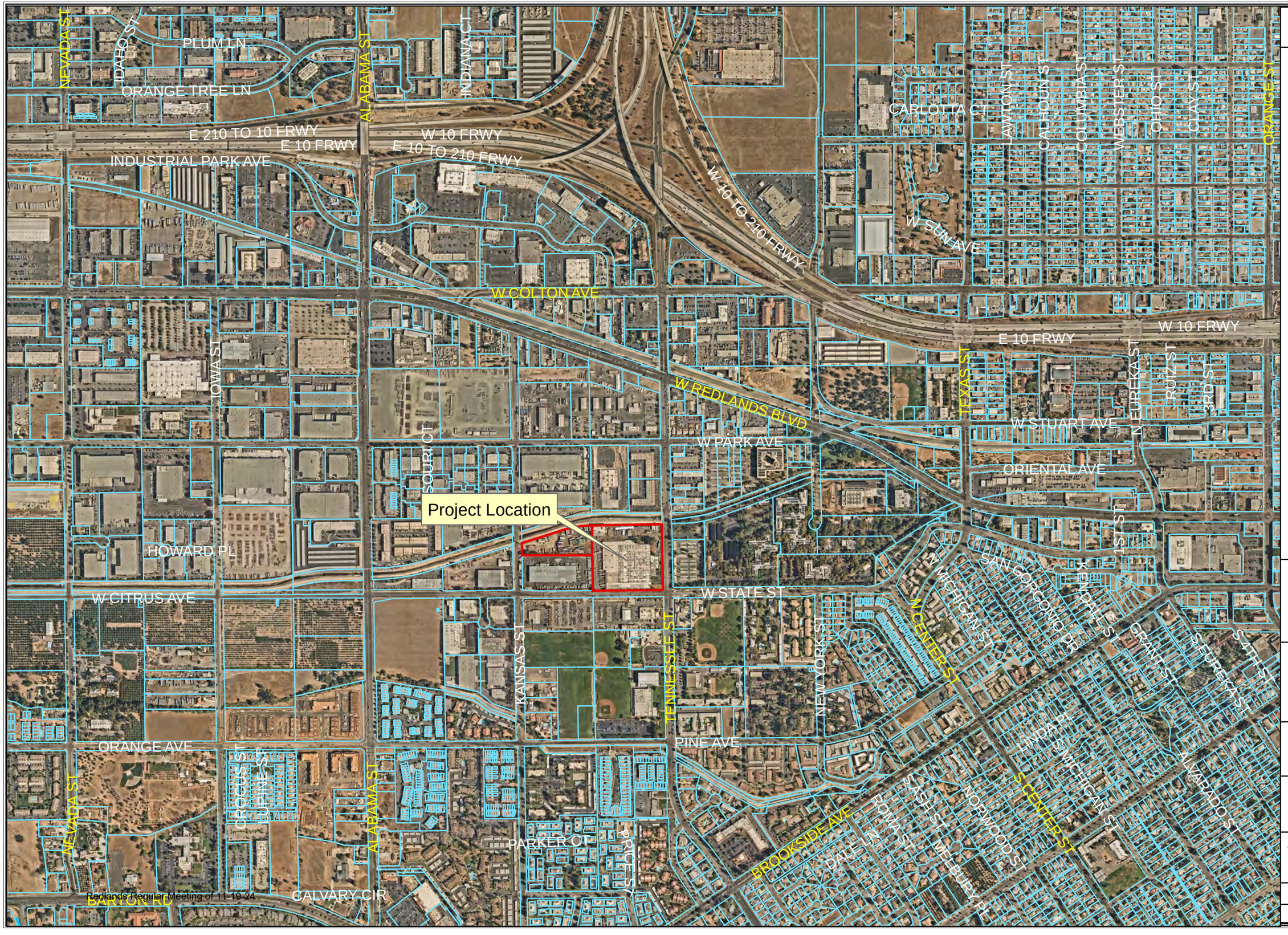
ATTEST:

for Linda McCasland,
Planning Commission Secretary

I, Linda McCasland, Secretary to the Planning Commission, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 28th day of May, 2024.

AYES: 4
NOES: 0
ABSENT: 2
ABSTAINED: 1

for Linda McCasland,
Planning Commission Secretary



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The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

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Scale
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

September 21, 2022

OneStop.mxd



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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

September 21, 2022

OneStop.mxd

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5. A.**

Meeting Date: 04/23/2024

APPLICANT:

PROLOGIS INC.
(PROJECT PLANNER: SEAN REILLY, PRINCIPAL PLANNER)

PUBLIC HEARING to consider the following development applications for an approximately 11-acre site comprised of two parcels, located at 301 Tennessee Street (APN: 0292-192-11-0000) and 360 Kansas Street (APN: 0292-192-14-0000) within the Industrial (I-P) district.

1. PUBLIC HEARING to consider a **Mitigated Negative Declaration** prepared for the proposed project in accordance with Section 15074 of the California Environmental Quality Act (CEQA) Guidelines.

2. PUBLIC HEARING to consider a Socio-Economic Cost/Benefit Study prepared for the proposed project in accordance with Measure U.

3. PUBLIC HEARING to consider **Conditional Use Permit No. 1182** – A request to construct and operate a warehouse/distribution building a total of 197,397 square feet in size including 8,000 square feet of office space, in accordance with Article XII of Chapter18.156 of the Redlands Municipal Code.

4. Commission Review and Approval No. 948 – A request to construct a 197,397 square-foot warehouse building with 8,000 square feet of office space, and related on-site improvements including a parking lot, access driveways, landscaping, lighting, utilities and drainage improvements.

5. Lot Merger No. 06 - A request to merge 301 Tennessee Street (APN:0292-192-11-0000) and 360 Kansas Street (APN: 0292-192-14-0000), into one single one 10.9-acre parcel for the construction of a warehouse distribution building.

SYNOPSIS

1. General Plan Designation:	Light Industrial
2. Existing Zoning:	Industrial (I-P)
3. Surrounding Zoning:	North: Flood Plain (F-P) District) South: Industrial (I-P) East: Administrative and Professional Office (A-P) District, Planned Industrial (M-P District) West: Industrial (I-P) and East Valley Corridor Specific Plan – Commercial Industrial (EV/IC) District
4. Existing Land Use:	Manufacturing, Warehouse/Distribution
5. Surrounding Land Use:	North: Flood control channel, multi-tenant commercial, U.S. post office, Bronc's Towing South: SCE Offices and Laydown yard West: RV storage (Toy Locker), Rettig machine shop East: ESRI headquarters, professional offices
6. Area/Topography:	The parcel is generally flat in topography.

7. Environmental Assessment:	An Initial Study / Mitigated Negative Declaration was prepared for the project	
8. Socio-Economic/Cost Benefit Study:	A Socio-Economic Cost/Benefit Study was prepared, and the project has a positive ratio of +4.36.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	July 12, 2022 February 16, 2023 September 26, 2023

PROPOSAL

The applicant proposes to construct a 197,397 square-foot warehouse building. As proposed, the building includes 8,000 square feet of office space and up to ten percent of the building is proposed for refrigerated storage. The building is not being constructed for the purposes of any specific tenant. The project area consists of two parcels that have been previously developed. The site is a total of approximately 10.9 acres and located at 360 Kansas Street and 301 Tennessee Street, generally between Tennessee Street and Kansas Street, and north of W. State Street (see Attachment A - Location Map & Aerial Photo). The building includes 25 truck loading dock doors, 242 automobile parking stalls, and other related site improvements including driveways, landscaping, lighting, utilities, and drainage improvements.

BACKGROUND

In April 2023, the City Council adopted Ordinance No. 2955 implementing new development and operating standards pertaining to proposed warehouse projects. The new code requirements apply to new warehouse developments that exceed 50,000 square-feet in size or have six (6) or more truck loading docks. This proposed warehouse project exceeds 50,000 square-feet and has 25 dock doors, and therefore is subject to Ordinance 2955. The Analysis section of this report discusses the proposed project's compliance with the applicable standards.

The project site consists of two parcels that have been previously developed. The western portion of the project site (360 Kansas Street) currently has a one-story single-family home that was built in 1950. The eastern portion of the site is currently fully developed and was originally constructed as a La-Z-Boy manufacturing facility with ancillary storage and distribution functions for the products manufactured on-site. The manufacturing building is approximately 193,469 square-feet in area, with an approximate height of 20 feet. This manufacturing facility was opened in 1966 and closed in late 2019. The applicant has owned the property for approximately two years and has been leasing the building to a clothing distributor (current occupant of the building).

The proposed project would demolish all the structures onsite. Due to the age of the existing structures (over 50 years old), the demolitions will require separate approval of a Demolition Permit by the Historic and Scenic Preservation Commission (the demolition is not a part of the Planning Commission’s review process).

ANALYSIS

A) General Plan Policies

The project is located in the Industrial (I-P) District (Attachment B - Zoning Map) and has a Light Industrial land use designation as identified on the General Plan Land Use Map. This designation is intended for manufacturing, distribution, research and development (R&D) industries, and ancillary commercial uses (Attachment C – General Plan Map). The proposed warehousing building would be consistent with the Commercial/Industrial land use designation. The proposed use is consistent with the applicable goals and polies of the General Plan as listed below.

Chapter 4: Livable Community

4-P.10: Ensure that the scale and character of new development is appropriate for the surrounding terrain and the character of existing development.

4-P.19: Provide lands to accommodate a wide range of light industrial uses including research and development, manufacturing, agricultural processing, and logistics near transportation corridors in areas where low- to moderate-intensity operations would be sufficiently buffered.

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

Chapter 5: Connected City

5-P.30: Prioritize goods movement along specific routes in the city, consistent with the layered network, to foster efficient freight logistics.

B) Conditional Use Permit No. 1182

Article XII of Chapter 18.156 in the Redlands Municipal Code was adopted by the Redlands City Council on April 18, 2023 (Ordinance No. 2955) and established new development standards for new warehouse development projects, defined as having a gross floor area of 50,000 square feet or more and/or having six or more truck docks or dock high loading doors. The project's compliance with applicable development standards within Article XII is discussed below.

Site Location Requirement: New warehouses must be located less than one mile (5,280 feet) from a freeway entrance/exit ramp to the Interstate Freeway System (I-10 and 1-210). The proposed project is located approximately 2,850 feet (approximately 0.5 mile) away from the intersection of Tennessee Street and the I-10 freeway, and therefore meets this requirement.

Screening and Buffering Requirements: When warehouse developments directly abut sensitive receptors (residential uses, schools, parks, and churches), a 10 feet tall decorative wall is required. No sensitive receptors directly abut the project and therefore, this screening is not required. The project proposes an 8-foot high, decorative concrete wall, which will be painted to match the building and surround the rear of the building. In addition to the proposed walls, the applicant is proposing 15 feet of landscape buffering on the east side of the project adjacent to Tennessee Street, which exceeds the minimum requirement by five feet. This landscaped area will include a 4-foot-tall berm, shrubs ranging in height from three to six feet and additional tree plantings to provide screening of the building.

Loading docks and primary truck entries shall not be oriented toward any sensitive receptors and the truck docks shall be placed at the rear of the building to not be readily visible from adjacent public rights-of-way. All loading dock spaces are located on the back (west) side of the proposed building and not oriented toward any adjacent or nearby sensitive receptors, and therefore the project meets this requirement.

When warehouse projects are located adjacent to residential uses or sensitive receptors, trees shall be used as part of a solid screen buffering treatment. The project is not directly abutting any residential uses or sensitive receptors. The nearest sensitive receptors (schools) are located approximately 275 feet to the south of the project site. Therefore, this screening requirement does not apply. Nevertheless, the applicant has included additional planting along the southern edge of the project (along State Street). This area includes dense trees adjacent to the building to provide additional screening.

Trees shall be installed in passenger vehicle areas for all warehouse developments to provide at least 35% shade cover within 15 years. As proposed, trees will be installed in the parking areas near the front of the building on the east side to provide at least 35 percent shade cover of parking areas within 15 years as required by the ordinance. The proposed project incorporates landscaping that will shade approximately 37 percent of the parking area on the east side of the building. It should be noted that the project does include passenger vehicle parking to the rear of the building that will be fully screened from public view by walls. Section 18.168.210(B) states that parking lot landscaping may be reduced at the discretion of the reviewing agency in these situations. As currently shown on the site plan, only perimeter landscaping is shown in the rear of the building. If the Planning Commission chooses not to support this reduction in landscaping, a condition of approval may be added requiring the additional landscaping to be shown on the project plans prior to the issuance of a building permit.

Traffic Patterns: A traffic impact assessment (TIA) report evaluating the project's compliance with Measure U was reviewed and accepted prior to the project being deemed complete. There are no abutting or immediately adjacent sensitive receptors, schools, hospitals, or residences near the project site that might be detrimentally affected by truck trips, noise, vibration, or air quality impacts resulting from the proposed use. As detailed in the IS/MND for the project, the closest sensitive receptor to the project site is Redlands Adventist Academy Kindergarten and Kids Care, located approximately 275 feet southeast of the project and Redlands Christian Middle School located approximately 380 feet to the south of the project. Other sensitive receptors include the Redlands Apartments, located approximately 900 feet southeast of the project's southern boundary. All truck traffic is required to utilize truck routes through the City to access the freeway to the north at Alabama Street and Tennessee Street. In the immediate vicinity of the project, there are several truck routes to the freeway north of the project (including Tennessee Street, W. State Street/W. Citrus Avenue, Alabama Street, and Park Avenue).

City staff worked with the applicant to address concerns related to truck traffic patterns in the project area. To limit truck traffic south of the project where schools and residences are located, the applicant has agreed to conditions of approval restricting truck movements to and from the site. Condition No. 49 includes limitations on truck entry and exit directions. Trucks will not be permitted to enter or exit from State Street, right turns out onto Tennessee Street will be prohibited and left turns onto Kansas Street will be prohibited. The applicant has also indicated that they would support restrictions on parking on State Street (Condition No. 50). The applicant has also been working with Redlands Christian School. In addition to keeping traffic off of State Street, the

applicant is looking at the feasibility of improving portions of Kansas Street (south of State Street) to improve traffic circulation within the area. That work would be done as part of a private grant and not part of any City requirements for the project.

When more than 20 loading docks are provided, entry gates are required to be positioned to provide a minimum of 140 feet of stacking space for up to two trucks with trailers. Where the site provides side-by-side entry, this distance may be reduced to 70 feet to accommodate truck queuing. The purpose of this space is to provide vehicle stacking onsite outside of the loading dock area and within any public streets. The proposed project exceeds the minimum stacking length by providing over 2100 feet of stacking on Kansas Street where a single lane entry is provided. On State Street, over 90 feet of vehicle stacking space is provided and a side-by-side entry is provided (i.e., trucks can park side-by-side, not tandem).

Other Requirements: This section of the Municipal Code also includes operational requirements for new warehouse developments. All other design and operational requirements have been included as mandatory conditions of approval (e.g., use of PV solar panels, cool roof treatment, and sustainable energy requirements). As the project complies or will be conditioned to comply with all applicable development standards, the project may be conditionally permitted as an individual warehouse project in accordance with RMC Chapter 18.192.

D) Commission Review and Approval No. 948

Although the proposed building and use is permitted within the zone, new construction over 500 square feet is subject to review by the Planning Commission per Redlands Municipal Code (RMC) Chapter 18.12 and requires Commission Review and Approval.

Site Design: The proposed project includes the construction of a 197,397 square-foot concrete tilt-up warehouse building on a 10.9-acre property. As proposed, the project will include up to 8,000 square feet of office space. The applicant is proposing up to 10% of the storage area for use as refrigerated space. (Attachment D – Site Plan and Floor Plan). The building is square in shape, with a maximum height of 40 feet tall. Parking is provided on the east and west sides of the building. A table detailing the project's consistency with the applicable development standards is included as Attachment E. The table below summarizes the development standards for the project and its consistency.

Table 1. Summary of Development Standards for the Industrial (I-P) District

Development Standard	*Requirement*	*Proposed*	*Complies?*
Lot Area	20,000 sq. ft.	478,296 sq. ft.	Yes
Lot Width	100 ft.	580 ft.	Yes
Lot Depth	150 ft.	680 ft.	Yes
Building Height	No Maximum	40 ft.	Yes
Front Setback	25 ft.	89’ on Tennessee St. 500’ on Kansas St. 27’ on W. State St.	Yes
Side Setback	0 ft.	Side (North): 51 ft.	Yes
Lot Coverage	50%	41%	Yes

Parking and Circulation: The project complies with the parking regulations outlined in the Redlands Municipal Code. Parking provided on site is summarized in Table 2 – Parking Summary below.

Table 2. Parking Summary

Land Use	*Parking Required*	*Parking Provided*
Warehouse use: First 20,000 sq. ft. Over 20,000 sq. ft.	 1 stall / 500 sq. ft. 1 stall / 1,000 sq. ft.	 40 stalls 170 stalls
Office use:	1 stall / 250 sq. ft.	32 stalls
TOTAL REQUIRED:	242 stalls	242 stalls

Passenger vehicle access to the project site would be provided via a 30-foot-wide driveway on the east side of the site on Tennessee Street. The primary truck access points to the project site would be from a driveway on the west side of the site along Kansas Street, and a driveway on the northeast side of the site from Tennessee Street. Secondary truck access would be provided from a driveway on the south side of the site on State Street. Emergency vehicle access would be provided through the parking lot and around the building with a 30-foot fire lane.

Walls & Fences: The project is proposing a combination of decorative concrete walls and tubular steel fencing to surround the project. The rear of the building where truck loading and vehicle parking will occur will be screened by walls with heights up to eight feet tall. In all other areas where security is necessary, but screening is not required, the applicant is proposing tubular steel. Fenced areas are generally at the project gates, surrounding the landscaping area on Kansas Street and along the northeastern edge of the project adjacent to the flood control channel. A Condition of Approval has been added requiring the approval of a Minor Exception Permit prior to the issuance of a building permit to allow walls and fences to be over 6’0” tall.

Landscaping: The proposed plant palette consists of a combination of trees, shrubs, accent plants, and ground cover (Attachment F – Landscape Plans). The Industrial (I-P) District does not have a minimum landscaping requirement. The proposed project provides 18% (or 84,845 square feet) of landscaping. For reference, in other areas of the City where similar industrial uses are permitted, such as the East Valley Corridor Specific Plan, a minimum of 15% of the project site is required to be landscaped. The project is required to provide landscaping within the parking area. Landscaping within the parking area is required to be a minimum of 7% of the parking area. The project exceeds this requirement by landscaping 11% (9,453 square feet) of the parking area.

Additionally, 96% of the trees proposed to be planted within the parking lot area are evergreen trees, therefore meeting the requirement of at least 50% evergreen trees for the parking lot area. Trees species selected for the project include Brisbane Box, Chinese Pistache, Coastal Live Oak, Camphor Trees, Desert Willow and Chitalpa. The applicant has indicated on the project plans that existing palm trees located on the south side of the project adjacent to State Street will be preserved.

Building Elevations: The architectural elevations incorporate recessed elements, awnings, decorative wood textured stamped concrete wall treatments as well windows and glass treatments on all sides. The building’s color palette primarily consists of three shades of grey

and white colors, which alternate vertically along the building's recesses and projections. Metal accent panels and awnings are also proposed near the entrances. Blue reflective glazing will be utilized at the entries and for upper-level windows and along the building's eastern elevation to provide more of an office building appearance. Green metal awnings are included at the street-facing corners to create an enhanced entry feature (see Attachment G - Colored Elevations and Materials).

Architectural Review: RMC Section 18.12.170 lists seven aspects of design that are to be evaluated when making a determination regarding a project. The Planning Commission shall review the material submitted with the application and shall be examined to determine whether the proposed development is in conformity with these seven elements and whether approval of the plan is in the best interest of the public health, safety and general welfare. It is intended that design submittals be compatible with the character of adjacent and surrounding developments, and that they be of comparable composition, materials, textures and colors. Conformance is evaluated based on consideration of seven design aspects described below.

1. Site layout, orientation, location of structures and relationship to one another, as well as open spaces and topography.

The site is designed with the building fronting Tennessee Street and the primary parking area is located in front of the building with additional parking in the rear. The building is placed approximately 89 feet from Tennessee Street (east side of property) and 27 feet from W. State Street (south side of property). The site is generally flat, there are no other structures proposed for the site, and significant landscape buffering at the ground level is proposed.

2. Harmonious relationship of building with existing and proposed adjoining developments.

The project's primary presence is along the Tennessee Street corridor, where all structures are 30 feet tall or less. The proposed warehouse building has a maximum height of 40 feet tall. The mass and scale of the proposed new warehouse building will be larger (in terms of height, mass, and footprint) than existing buildings along Tennessee Street; however, the building is placed nearly 90 feet back from the street and will be screened by heavy landscaping at the ground level. In comparison to the existing building, the proposed building will be taller but will have a larger average setback and more landscape screening. The proposed project will demolish an antiquated manufacturing facility and replace it with a modern, state-of-the-art warehouse building that is being reviewed and conditioned to ensure compatibility with the surrounding area.

3. Maximum height, area, setbacks and overall mass of building, as well as other structures such as walls, screens, towers or signs, and effective concealment of all mechanical equipment.

The proposed project meets all applicable development standards of the Industrial (I-P) District including floor-area ratio, setbacks, building height, and lot coverage. The proposed building will have an overall height of approximately 40 feet and any proposed roof-mounted mechanical equipment will be screened from the public right-of-way by parapet walls. The loading dock area will be screened by the placement of the building and perimeter walls. The project incorporates additional landscaped areas with larger and more dense tree planting than is required to help provide additional screening at ground level from the public right-of-way.

4. Harmony of construction materials and colors in relation to all exterior elevations.

The design of the building provides variation in parapet height, pop-outs, metal accent awnings, as well as use of glass materials along all four elevations of the building particularly the eastern façade facing Tennessee Street. A grey color palette was selected, and a green color was selected as the accent color (consisting of lower-level awnings along all four elevations). The applicant is also proposing to incorporate decorative formed concrete wall panels (to provide the appearance of more varied materials). The building provides architectural materials and colors on all elevations which are consistent and harmonious.

5. Location and type of planting, with due regard for the preservation of specimen trees upon a site.

Landscaping is proposed along the front yard setback areas facing Tennessee Street, W. State Street, and Kansas Street. The proposed landscaping consists of groundcovers, shrubs, vines, and trees. A total of 188 trees are proposed to be planted. The proposal meets the landscaping requirements for parking areas and for street trees. In the project's existing condition, there are several mature trees in place. The majority of these trees will be removed by the project. However, the project's landscape plan indicates that the existing large palm trees along State Street will be preserved.

6. Design and appropriateness of signs in relation to the architectural style of the building.

No signs are proposed as part of this application. The Redlands Municipal Code indicates that signs within the Industrial (I-P) District would utilize the sign standards for the C-4, Highway Commercial District. Any future wall signs would be reviewed administratively and would require a sign permit. In addition, any future monument signs would be processed with a Commission Sign Review and would require separate approval by the Planning Commission.

7. Glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance value of twenty five percent (25%). "Specular reflectance" means any mirror like reflection, as contrasted to diffused reflection from such surfaces as concrete or vegetation.

The project proposes the use of vision glass windows and spandrel glass over concrete. A condition of approval has been added to the project that glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectivity of 25%.

E) Lot Merger

The project's lot merger application proposes to combine two existing parcels into one parcel. The two parcels are both currently developed. The first parcel located at 360 Kansas Street (APN: 0292-192-14-0000) is 2.8 acres in size and developed with a single-family home. The second parcel located at 301 Tennessee Street (APN: 0292-192-11-0000) is 8.16 and the developed with a manufacturing building (former La-Z-Boy facility). With the approval of the proposed lot merger, the merged parcels would total 10.9 acres. Both parcels are within the I-P (Industrial) Zoning District, which has a minimum lot size requirement of 20,000 square feet. The resulting lot would be in conformance with all lot area and dimension requirements.

F) Socio-Economic Cost/Benefit Study

Measure U requires a socio-economic cost/benefit study for projects involving new structures larger than 5,000 square feet. A Socio-Economic Cost/Benefit Study has been prepared for this project (see Attachment H). According to the Cost/Benefit Model used by the City, the project is

projected to result in annual revenues of $55,858 to the City upon project implementation, and annual ongoing costs of $12,806. The surplus is $43,052 and the cost/benefit ratio is +4.36.

ENVIRONMENTAL REVIEW

Initial Study/Mitigated Negative Declaration: The Initial Study/Mitigated Negative Declaration (IS/MND) (see Attachment I-1) prepared for the Project is based on the CEQA Guidelines and includes all the standard topics of analysis including: aesthetics; air quality; biological resources; cultural resources; energy; geology and soils; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use and planning; noise; population and housing; public services; transportation; tribal cultural resources; public utilities and service systems; and wildfire. The document was prepared using the appropriate criteria and thresholds for an IS/MND in compliance with CEQA.

Public Review & Comment Period: The required 30-day public review and comment period began on May 4, 2023, and ended on June 2, 2023. The Notice of Intent was published in a newspaper of general circulation as well as posted to OPR's State Clearinghouse website for CEQA documents (SCH No. 2023020710). The Initial Study and related documents are also posted on the City's webpage for environmental documents at https://www.cityofredlands.org/post/environmental-documents.

Mitigation Measures: The Mitigation Monitoring/Reporting Program (Attachment I-2) includes twelve mitigation measures pertaining to Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Tribal Cultural Resources. All mitigation measures will be incorporated into the project as mandatory Conditions of Approval. With the implementation of these mitigation measures, impacts are reduced to a level that is less than significant. Therefore, the proposed Initial Study/Mitigated Negative Declaration is the appropriate environmental determination for this project.

During the public comment period, two comments were received from interested parties, the San Bernardino County Department of Public Works, and the South Coast Air Quality Management District (SCAQMD). The County comment notes that any encroachments into the adjacent San Bernardino County Flood Control District's right-of-way or facilities will require a permit from the SBCFCD and notes the project is subject to the Redlands Master Plan of Drainage. The project will be conditioned to provide evidence of coordination with the SBCFCD prior to the issuance of any City permits for the project. The project will also be conditioned to comply with the Redland Master Plan of Drainage. SCAQMD comments requested inclusion of additional information from the project's technical studies in the IS/MND, clarification regarding the sites existing soil vapor extraction remediation activities, and suggests mitigation beyond what is necessary to reduce impacts to a level that is less than significant. There is no information or evidence identifying any potentially significant impacts as a result of the project, and the city's environmental consultant has provided a written Response to Comments document (see Attachment I-3).

Following the close of the public comment period for the IS/MND, five comments were received on the project and IS/MND. These letters were from residents, adjacent business owners, the Redlands Christian School and an environmental non-profit group. Of these five letters, four were in opposition and one was in support of the project. Topics within the opposition letters cited traffic, parking and air quality concerns, while the support letter discusses the benefits of future site improvements, new jobs and long term property maintenance. These comment letters are included as Attachment I-4.

FINDINGS

The relevant findings for the project entitlements are included below.

Conditional Use Permit

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

The proposed development is consistent with the Industrial (I-P) district standards, which allows for a variety of industrial uses including warehouses and distribution centers and the project meets all applicable development standards of the I-P district. The proposed development meets all applicable development standards of the EV/IC district. The proposed project will develop a 197,397 square foot warehouse on a 10.9-acre site, and the proposed form, height, and mass of the building will be consistent with surrounding industrial developments and similar warehouse buildings. The project will not adversely affect the land use plans of the City.

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

The proposed warehouse will not be detrimental to the public health, safety, and welfare. Adjacent roadways have the capacity to provide adequate vehicular access to the development and will provide suitable direct access to the Alabama Street and Tennessee Street freeway entrances, via dedicated truck routes.

The proposed development will not be detrimental to public health, safety, and welfare. The proposed project will develop a 197,397 square foot warehouse on a 10.9-acre site that is consistent with existing light industrial development in the surrounding area. An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared to fully analyze potential environmental impacts as a result of the proposed project, and all potential impacts are either considered less than significant or can be mitigated to a level that will be less than significant. The MND contains a total of twelve (12) mitigation measures that have been recommended to reduce potential impacts associated with Biological Resources, Cultural Resources, Geology & Soils, Hazards and Hazardous Materials, and Tribal Cultural Resources. With the implementation of these mitigation measures, impacts are reduced to a level that is less than significant, and a Mitigated Negative Declaration is recommended.

The project will construct three driveway entrances which will serve the proposed project. These driveways are located on State Street, Kansas Street and Tennessee Street, which have capacity to provide adequate vehicular access to the development. Tennessee Street and State Streets are dedicated truck routes and Kansas Street will provide access to Park Avenue to the north, which is also a truck route.

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

The proposal is consistent with the development described in Article XII of Chapter 18.156 of the Redlands Municipal Code pertaining to new warehouse developments as explained in the staff report. In addition, the project will meet all applicable development standards in the Industrial

(I-P) District, of the Redlands Municipal Code, and other applicable provisions of the Redlands Municipal Code.

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

The proposed use may be considered appropriate at the proposed location because the development provides a new warehouse facility that is consistent with existing light industrial uses and uses in the immediate vicinity and warehouse uses located to the west (within one-half mile). The site is designated Light Industrial by the General Plan and located within the Industrial zoning district. The project site is located near developments including an RV sales and service facility, Southern California Edison offices and storage, a parking lot and commercial retail space, and is compatible with these adjacent uses.

Two schools are located within 500 feet of the project. Redlands Adventist Academy Kindergarten and Kids Care, is located approximately 275 feet southeast of the project and Redlands Christian Middle School located approximately 380 feet to the south of the project. The IS/MND prepared for this project analyzed impacts to these schools and determined impacts are less than significant with mitigation incorporated. It is anticipated that only 5% of the truck traffic from the project will pass by these schools due to the project's location north of the schools and closer to the freeway. Utilities and services in the area are adequate to serve the proposed development, and adjacent roadways have capacity to provide adequate vehicular access to the development.

Commission Review & Approval

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.

The site is physically suitable for the type of development proposed. The project consists of constructing a 197,397 square foot warehouse on an 11-acre site with relatively flat topography. The project will construct adequate access consisting of three driveways for the proposed warehouse use. The building will be set over 80 feet back from the street and comply with all land use and zoning development standards in terms of setbacks, lot coverage, parking, landscaping.

2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The project site is located on the west side of Tennessee Street which is designated as a Minor Arterial, and it has been designed to carry the type and quantity of traffic generated or to be generated by the proposed use. Tennessee Street is designated as a truck route. West State Street, which is directly adjacent to the project on the south and Park Avenue, which is approximately 700 feet to the north, have also been designed as truck routes. Based upon the traffic impact analysis prepared for the project, the majority of truck trips from the project are expected to exit the site onto Kansas Street and then be directed to the north to Park Avenue and then north on Alabama Street to access the freeway. While there would be a net increase in vehicle traffic due to the proposed project, the adjacent streets have been designed to accommodate the traffic that will be generated.

3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.

The conditions set forth are adequate to protect public health, safety, and general welfare. The project will also comply with design standards and the applicable provisions of the Redlands Municipal Code. There are no abutting or adjacent sensitive receptors, schools, hospitals, or residences near the project site which might be affected in terms of public health, safety, or the general welfare.

RECOMMENDATIONS

Based on the findings and analysis in this staff report, staff recommends that the Planning Commission adopt a resolution to approve the project entitlements.

MOTIONS

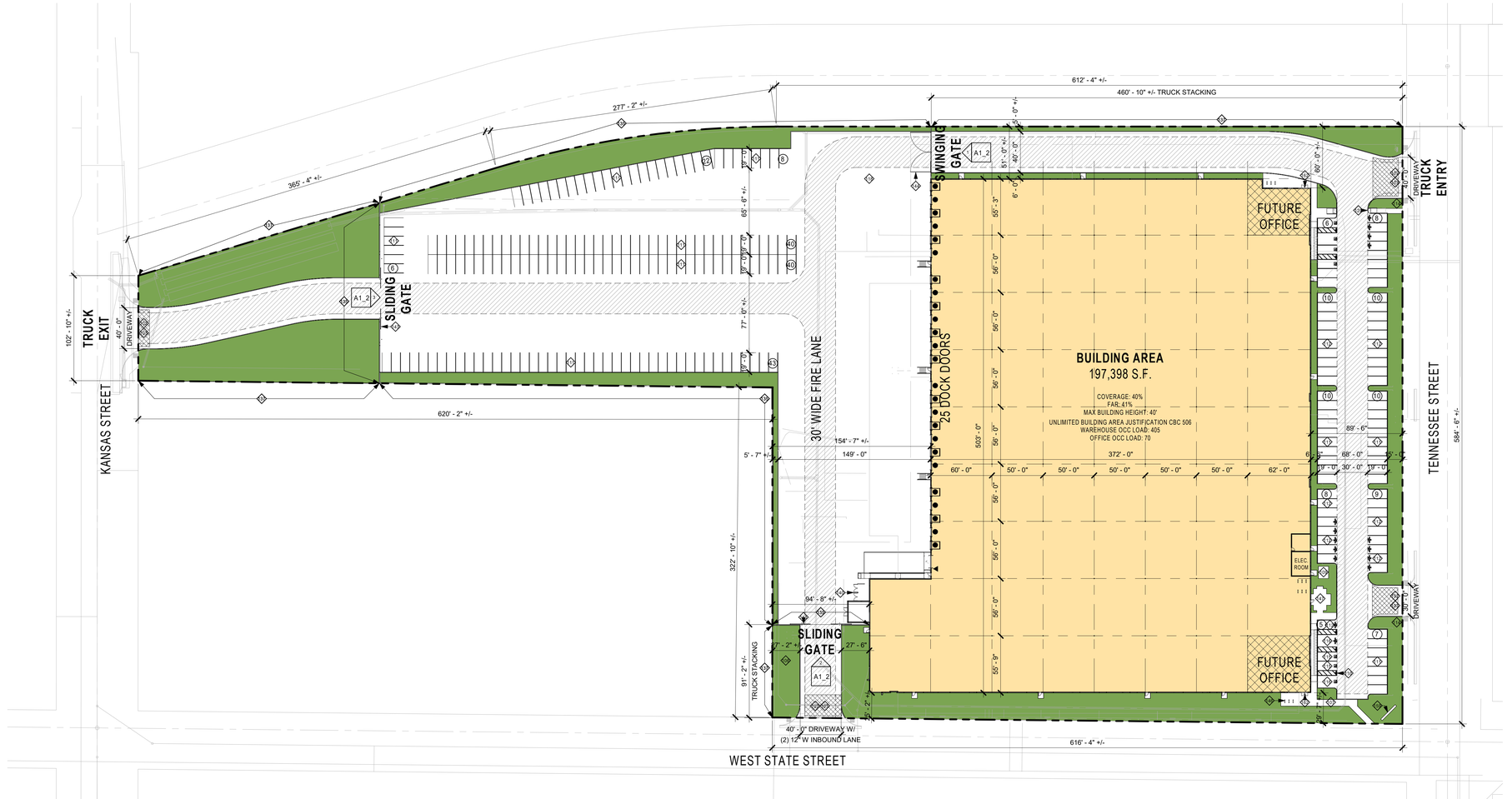
If the Planning Commission deems it appropriate, staff recommends the following motion.

"I move to adopt Resolution No. 1632 to:

a. Adopt a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program prepared for the proposed project in accordance with the California Environmental Quality Act;
b. Approve the Socio-Economic Cost/Benefit Study prepared for the proposed project;
c. Approve Conditional Use Permit No. 1182; and
d. Approve Commission Review and Approval No. 948.
e. Approve Lot Merger No. 06"

Attachments

Attachment A: Location Map and Aerial Photograph
Attachment B: Zoning Map
Attachment C: General Plan Land Use Map
Attachment D: Site Plan
Attachment E: Table of Development Standards
Attachment F: Landscape Plans
Attachment G: Elevations and Materials/Colors
Attachment H: Socio-Economic Cost/Benefit Study
Attachment I-1: Initial Study/Mitigated Negatives Declaration
Attachment I-2: Mitigation Monitoring and Reporting Program
Attachment I-3: Responses to Comments
Attachment I-4: Public Comment Letters
Attachment J-1: Resolution No. 1632
Attachment J-2: Engineering Conditions of Approval



1 / A1 PROPOSED SITE PLAN

Scale. 1" = 50'-0"

KEYNOTES

102	PROPOSED DRIVEWAY, PER JURISDICTIONAL STANDARDS.
103	DECORATIVE PAVING. SEE LANDSCAPING DRAWINGS FOR ADDITIONAL INFORMATION.
106	@ SHADING, PROPOSED LANDSCAPING. SEE LANDSCAPE PLANS.
107	(N) SIDEWALK.
109	(N) TRANSFORMER LOCATION.
110	ACCESS AISLE FOR ACCESSIBLE PARKING STALL. 5'-0" WIDE
111	TYP U.O.N., STANDARD PARKING STALL. 9'-6" WIDE x 19'-0" DEEP
112	EV (ELECTRIC VEHICLE) CAPABLE PARKING STALL. PROVIDE FOR FUTURE EVSE (ELECTRIC VEHICLE SUPPLY EQUIPMENT). MATCH STANDARD STALL SIZE.
114	ACCESSIBLE PARKING SITE ENTRANCE SIGN.
115	STANDARD ACCESSIBLE PARKING STALL. 9'-0" WIDE x DEPTH OF STANDARD STALL.
116	VAN ACCESSIBLE PARKING STALL. 12'-0" WIDE x DEPTH OF STANDARD STALL.
118	VAN ACCESSIBLE EVCS (ELECTRICAL VEHICLE CHARGING STATION). 12'-0" WIDE x DEPTH OF STANDARD STALL. PROVIDE ELECTRIC VEHICLE SUPPLY EQUIPMENT.
120	TRUNCATED DOME DETECTABLE WARNING SURFACE. MIN 3'-0" DEEP IN THE DIRECTION OF TRAVEL.
135	CONCRETE TILT-UP SCREEN WALL. MIN HEIGHT 8'ABOVE HIGHEST ADJACENT FINISHED GRADE. PAINT BOTH SIDES AND TOP OF WALL. SEE PLANS FOR COLOR SCHEDULE.
137	TUBE STEEL FENCE. MIN HEIGHT 8' ABOVE HIGHEST ADJACENT FINISHED GRADE.
140	TRASH ENCLOSURE w/ ROOF COVERING.
143	PAINTED STEEL ROLLING GATE(S). MIN HEIGHT 8' ABOVE HIGHEST ADJACENT FINISHED GRADE OR AS SHOWN ON EXTERIOR ELEVATIONS. PROVIDE KNOX BOX AS REQUIRED BY FIRE AUTHORITY.
144	PAINTED STEEL SWINGING GATE(S). MIN HEIGHT 8' ABOVE HIGHEST ADJACENT FINISHED GRADE OR AS SHOWN ON EXTERIOR ELEVATIONS. PROVIDE KNOX BOX AS REQUIRED BY FIRE AUTHORITY.
146	2 POSITION BIKE RACK.
147	EMPLOYEE BREAK AREA.
159	MONUMENT SIGN.
162	ACCESSIBLE BUILDING ENTRANCE.

LOT AREA

SQUARE FOOTAGE	ACRES
478296 SF	10.98

FLOOR AREA RATIO

BUILDING AREA	SITE AREA	FAR ALLOWABLE	FAR PROVIDED
197398 SF	478296 SF	50%	41.3%

BUILDING AREA SUMMARY

NAME	AREA
GROUND FLOOR	
WAREHOUSE	189398 SF
OFFICE	4000 SF
	193398 SF
MEZZANINE	
OFFICE	4000 SF
	4000 SF
GROUND LEVEL + MEZZANINE	
WAREHOUSE	189398 SF
OFFICE	8000 SF
TOTAL BUILDING AREA	197398 SF

LANDSCAPE AREA SUMMARY

LOT AREA	% LANDSCAPING REQUIRED	AREA LANDSCAPING PROVIDED	% LANDSCAPING PROVIDED
478296 SF	15%	71846 SF	15%

TOTAL PARKING REQUIRED

BUILDING USE	BUILDING AREA	PARKING RATIO 1/X	REQ. PARKING
OFFICE	8000 SF	250	32
WAREHOUSE	20000 SF	500	40
WAREHOUSE	169398 SF	1000	170
TOTAL	197398 SF		242

REQUIRED PARKING BREAKDOWN

SPACE TYPE	SPACES REQUIRED
STANDARD STALLS	186
STANDARD ACCESSIBLE STALLS	5
VAN ACCESSIBLE STALLS	2
EV CAPABLE STALL (w/o EVSE)	34
EVCS (EV CAPABLE STALL w/ EVSE)	13
STANDARD ACCESSIBLE EVCS (EV CAPABLE STALL w/ EVSE)	1
VAN ACCESSIBLE EVCS (EV CAPABLE STALL w/ EVSE)	1
TOTAL	242

PARKING PROVIDED

SPACE TYPE	SPACES PROVIDED
STANDARD STALLS	186
STANDARD ACCESSIBLE STALLS	5
VAN ACCESSIBLE STALLS	2
EV CAPABLE STALL (w/o EVSE)	34
EVCS (EV CAPABLE STALL w/ EVSE)	13
STANDARD ACCESSIBLE EVCS (EV CAPABLE STALL w/ EVSE)	1
VAN ACCESSIBLE EVCS (EV CAPABLE STALL w/ EVSE)	1
TOTAL	242

DEVELOPER/OWNER

ADDRESS: 200 SPECTRUM DRIVE, SUITE 1600, IRVINE, CA 92618
CONTACT: NICOLE TORSTVET
PHONE: 949.797.7046
EMAIL: NTORSTVET@PROLOGIS.COM

APPLICANT'S REPRESENTATIVE/ARCHITECT

HERDMAN ARCHITECTURE & DESIGN, INC.
3800 E. COAST HIGHWAY STE 6
CORONA DEL MAR, CA 92625
CONTACT: BRIDGET HERDMAN
PHONE: 714.389.2800
EMAIL: PROJECTADMIN@HERDMAN-AD.COM

SCOPE OF WORK

CONSTRUCT NEW ONE STORY + MEZZANINE CONCRETE TILT-UP WAREHOUSE/DISTRIBUTION FACILITY WITH ELECTRICAL AND PLUMBING SERVICES, EXTERIOR LIGHTING, LANDSCAPING & IRRIGATION, TRASH ENCLOSURES, CONCRETE SCREEN WALLS, AND SLIDING/SWINGING METAL GATES. FIRE SPRINKLER AND GRADING PLANS TO BE A SEPARATE SUBMITTAL AND PERMIT

LEGAL DESCRIPTION & ZONING

LEGAL DESCRIPTION:

ASSESSOR'S PARCEL NO:

PROJECT INFORMATION & AREA ANALYSIS

BUILDING ADDRESS: **301 TENNESSEE STREET**
CONSTRUCTION TYPE: III-B
OCCUPANCY: B / S-1
FIRE SPRINKLER: YES (ESFR NFPA 72, NFPA 13 & NFPA 24)
CLEAR HEIGHT: 36'

ZONING:
GENERAL PLAN: IL (LIGHT INDUSTRIAL)
SPECIFIC PLAN: N/A
FEMA FLOOD ZONE: NO FLOOD ZONE

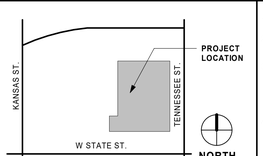
BUILDING SETBACKS:
FRONT SETBACK: 10'
SIDE SETBACK: 0'
REAR SETBACK: 0'

ALLOWABLE AREA:
UNLIMITED AREA PER CBC 507 OR X SF PER TABLE 506.2

SHEET INDEX

A1	SITE PLAN
A1_1	FENCING PLAN
A1_2	GATE & FENCE ELEVATIONS
A1_3	FIRE MASTER PLAN
A2	GROUND LEVEL FLOOR PLANS
A3	ROOF PLAN
A4	EXTERIOR ELEVATIONS
A5	COLOR BOARD
C1	CONCEPTUAL GRADING
C2	CONCEPTUAL GRADING
C3	CONCEPTUAL GRADING
L1	CONCEPTUAL LANDSCAPE PLAN
L2	CONCEPTUAL LANDSCAPE PLAN
L3	CONCEPTUAL LANDSCAPE PLAN
L4	CONCEPTUAL LANDSCAPE PLAN
E1	PHOTOMETRIC

VICINITY MAP



SITE PLAN GENERAL NOTES

1. THE SITE PLAN SHALL MEET ALL ENGINEERING & NPDES REQUIREMENTS.
2. GENERAL CONTRACTOR TO REVIEW THE SOILS REPORT AND ALL AMMENDMENTS LISTED ON THE TITLE SHEET AND FOLLOW ALL RECOMMENDATIONS.
3. U.O.N., ALL DIMENSIONS TO CONCRETE WALLS AND CURBS ARE EITHER TO THE CENTER (SHOWN WITH A CENTERLINE) OR FACE OF THE WALL OR CURB. ALL DIMESIONS TO FRAMED WALLS ARE EITHER TO THE CENTER LINE OF THE WALL FRAMING (SHOWN WITH A CENTERLINE) OR THE FACE OF THE WALL FINISH.
4. REFER TO CIVIL, AND MEP PLANS TO CONFIRM UTILITY INFORMATION SHOWN ON THE ARCHITECT'S SITE PLAN AND FOR ADDITIONAL UTILITY INFORMATION. GENERAL CONTRACTOR TO COORDINATE ALL POINTS OF CONNECTION
5. REFER TO CIVIL DRAWINGS FOR ALL FINISHED GRADES AND SLOPES. ALL FINISHED GRADES TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING. GENERAL CONTRACTOR TO FIELD VERIFY.
6. ALL ACCESSIBLE ROUTES INDENTIFIED ON THE SITE PLAN DRAWINGS SHALL CONFORM TO THE FOLLOWING:
   a) SLOPES IN THE DIRECTION OF TRAVEL DO NOT EXCEED 5%. CROSS SLOPES DO NOT EXCEED 2%.
   b) THE CLEAR WIDTH OF ALL WALKWAYS IS 4'-0" MIN.
   c) CHANGES IN LEVEL UP TO 1/2" COMPLY w/ 11/A0.2.1. CHANGES IN LEVEL GREATER THAN 1/2" IF THEY OCCUR ARE RAMPED. SEE PLANS.
   d) THE VERTICAL CLEARANCE ALONG THE ACCESSIBLE ROUTE IS 80" MIN.
7. ALL PAVED AND LANDSCAPED AREAS TO BE BOUND BY A MIN. 6" HIGH, 6" WIDE CONCRETE CURB U.O.N.
8. A CONCRETE MOW STRIP EXTENDING 12" BEYOND EA END OF THE OPENING SHALL BE PROVIDED @ ALL EXTERIOR GLAZING WHERE THE SILL IS WITHIN 3' VERICAL OF THE FINISHED GRADE. SEE 2/AD1.1
9. PROVIDE PIPE BOLLARD PROTECTION POSTS AS REQUIRED BY UTILITY COMPANIES AND OR FIRE AUTHORITIES AT ALL EXTERIOR ELECTRICAL EQUIPMENT AND FIRE PREVENTION DEVICES. IF PIPE BOLLARD PROTECTION POST DETAILS ARE NOT PROVIDED BY UTILITY COMPANIES AND OR FIRE AUTHORITY SEE DETAIL 3/AD1.1
10. ALL EXPOSED BIORETENSION DEVICE COVERINGS SHALL BE PAINTED FORREST GREEN.
11. WHERE OCCURS, GENERAL CONTRACTOR TO PROVIDE FLUID APPLIED DAMP PROOFING AT ALL RETAINING AND PLANTER WALLS WHERE THE SIDE OF THE WALL OPPOSITE THE SOIL SIDE IS EXPOSED TO VIEW AND ALL EXTERIOR WALLS WHERE THE ADJACENT FLOOR SLAB IS BELOW GRADE. SEE 6/AD1.2
12. PROVIDE A HOSE BIB NEAR THE MAIN BUILDING ENTRANCE THE . SEE PLAN FOR LOCATION.

SITE LEGEND

- LANDSCAPE AREA
- CONCRETE PAVING WHEN OCCURS @ PARKING AREAS, DRIVE AISLES, & OR TRUCK COURT. SEE CIVIL DRAWINGS FOR PAVING SECTIONS
- FIRE HYDRANT, PROVIDE PIPE BOLLARD PROTECTION POSTS AS REQUIRED BY THE FIRE AUTHORITY. SEE 3/AD1.1
- STREET LIGHT
- INDICATES AN ACCESSIBLE ROUTE. MUST COMPLY w/ SITE PLAN GENERAL NOTE #6
- PROPERTY LINE
- RED PAINTED CURBS

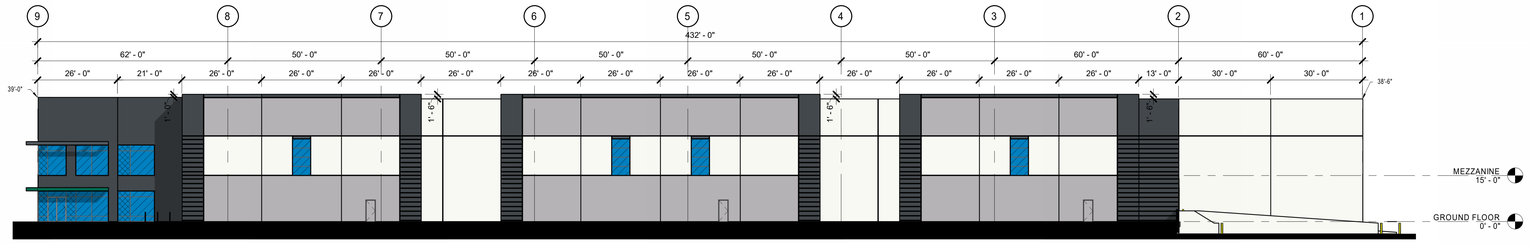
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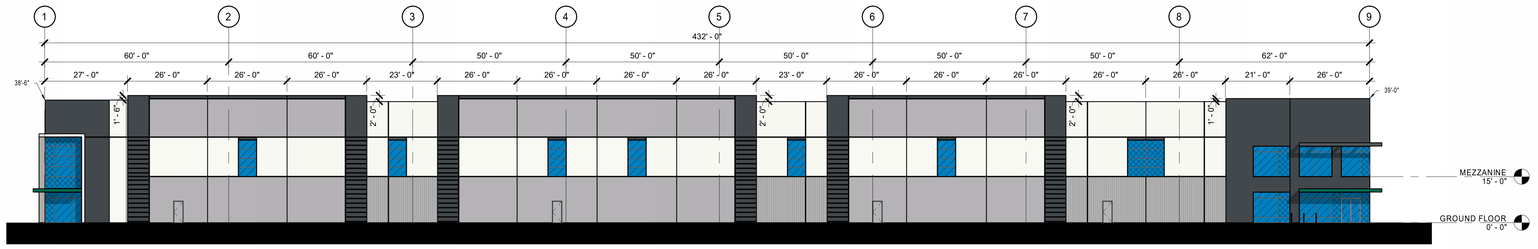
SITE PLAN

A1



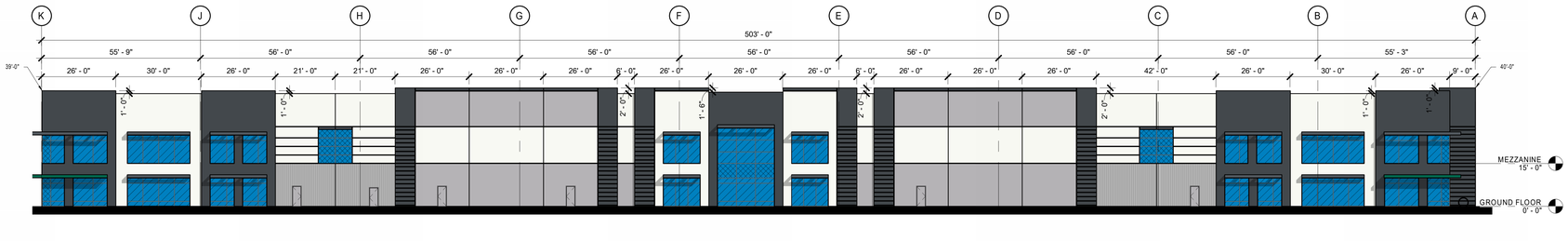
1 A4 PROPOSED NORTH ELEVATION

Scale. 1" = 20'-0"



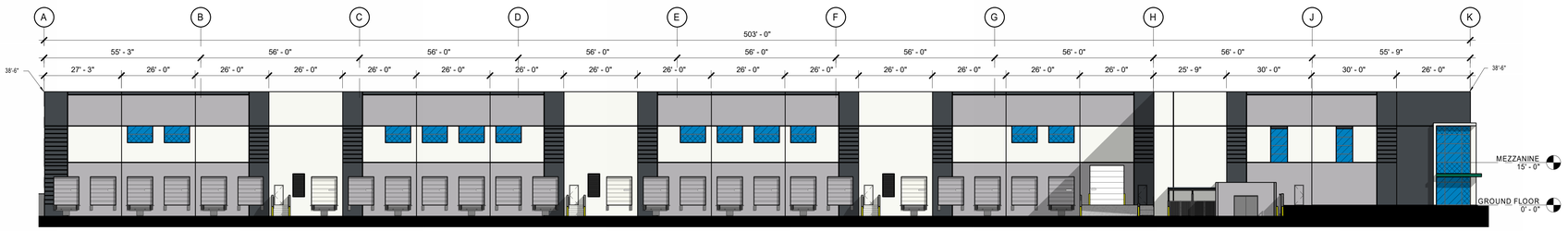
2 A4 PROPOSED SOUTH ELEVATION

Scale. 1" = 20'-0"



3 A4 PROPOSED EAST ELEVATION

Scale. 1" = 20'-0"



4 A4 PROPOSED WEST ELEVATION

Scale. 1" = 20'-0"

KEYNOTES

GLAZING LEGEND & NOTES

STOREFRONT FRAMING:
U.O.N @ VISION SYSTEM, MIN 2"x4 1/2" OFFSET SYSTEM. U.O.N. @ SPANDREL SYSTEM, 2"x1 3/4" OFFSET SYSTEM. STOREFRONT SYSTEM TO BE DESIGN BUILD BY THE GENERAL CONTRACTOR DESIGN SHALL COMPLY WITH ALL RELEVANT CODE & WIND LOADING REQUIREMENTS.

VISION SYSTEM GLAZING:
FOR EXTERIOR VISION GLAZING USE 1" INSULATED GLASS CONSISTING OF AN OUTER LAYER OF 1/4" VISTACOOL AND AN INNER LAYER OF 1/4" SOLARBAN 60. FOR INTERIOR GLAZING USE 1/2" CLEAR GLASS

SPANDREL SYSTEM GLAZING:
FOR EXTERIOR SPANDREL GLAZING USE 1/4" VISTACOOL. BACK PAINTING OF GLASS NOT REQUIRED.

NOTES:

1. FOR GLASS AND MULLION COLORS, SEE EXTERIOR COLORS, LEGEND & NOTES, THIS SHEET.
2. PROVIDE TEMPERED GLASS @ THE FOLLOWING:
   A. ALL SPANDREL SYSTEM GLAZING IN FRONT OF CONCRETE WALL PANELS
   B. ALL GLAZING WITHIN 18" OF AN ADJACENT WALKING SURFACE.
   C. ALL GLAZING WITH 24" OF ANY PORTION OF A DOOR.
3. @ SPANDREL SYSTEM GLAZING IN FRONT OF CONCRETE WALL PANELS, PROVIDE 1" DIA. VENTILLATION HOLES IN THE CONCRETE A MAX OF 5'-0" O.C. CONTRACTOR TO PROVIDE A SMOOTH FINISH ON THE GLASS FACING CONCRETE SURFACES AND TO PAINT THEM & ALL STOREFRONT FRAMES AND CLIPS BEHIND THE GLASS BLACK.
4. @ SPANDREL SYSTEM GLAZING NOT IN FRONT OF A CONCRETE WALL PANEL, PROVIDE TENCATE MIRAFI 140N FILTER FABRIC SHADE CLOTH.

EXTERIOR WALL COLOR LEGEND & NOTES

- (A) WHITE EXTERIOR PAINT COLOR: SW 7757 HIGH REFLECTIVE WHITE
- (B) LIGHT GRAY EXTERIOR PAINT COLOR: SW 6261 SWANKY GRAY
- (C) MEDIUM GRAY EXTERIOR PAINT COLOR: SW 7067 CYBERSPACE
- (D) FORMLINER FITZGERALD GRAYLASTIC WEATHER PLANK 16915
- (E) WHITE ANODIZED METAL EYEBROW
- (F) GREEN ANODIZED METAL EYEBROW ALUCOBOND - BOTANICAL
- (G) BLACK ANODIZED METAL EYEBROW
- (H) SW 7067 CYBERSPACE FOR EXPOSED STEEL BROW & CANOPY FRAMING, WALL BEHIND OPEN TRELLIS (KEY NOTE 428. OR 429) WHEN OCCURS & TRASH ENCLOSURE METAL ROOF, ROOF BEAMS, & SUPPORT COLUMNS.
- (I) EXTERIOR STOREFRONT FRAMING COLOR: CLEAR ANODIZED MULLION
- (J) EXTERIOR GLASS COLOR FOR SINGLE GLAZING & EXTERIOR LAYER OF INSULATED GLASS: MEDIUM PERFORMANCE BLUE REFLECTIVE GLAZING.
- (K) EXTERIOR GLASS COLOR FOR THE INNER LAYER OF INSULATED GLASS: CLEAR GLASS

NOTES:

1. ALL IMPERFECTIONS ON THE SURFACE OF THE CONCRETE WALL PANELS SHALL BE PATCHED / SACKED / SANDED SMOOTH PRIOR TO PAINTING.
2. ALL INTERIOR AND EXTERIOR FABRICATED STEEL SHALL BE SHOP PRIMED WITH A GRAY, RUST INHIBITIVE PRIMER PRIOR TO DELIVERY TO THE JOB SITE. ANY AND ALL DAMAGE TO THE PRIMER COAT SHALL BE TOUCHED UP PRIOR TO ADDITIONAL FINAL COLOR PAINTING OR COMPLETION OF THE PROJECT.
3. PAINT MAN DOORS, STAIR & RAMP GUARD WALLS, GUARD RAILS, DOWN SPOUTS, LOUVERS, & ROOF LEVEL WALL PANEL RETURNS TO MATCH ADJACENT BUILDING WALL COLOR, U.O.N.
4. U.O.N., EXTERIOR SIDE OF TRUCK DOORS TO BE 'B' INTERIOR SIDE TO BE PRE-FINISHED WITH MANUFACTURER'S LIGHT GRAY.
5. POWER WASH EXTERIOR CONCRETE WALLS PRIOR TO PAINTING TO REMOVE ALL CHEMICALS AND DIRT THAT WILL IMPEDE THE PRIMER COAT FROM ADHERING TO THE WALLS.
6. PAINT EXTERIOR WALLS w/ 1- COAT SPRAYED AND BACK ROLLED ACRYLIC FLAT PRIMER AND 2-COATS SPRAYED-ON FLAT FINISH IN THE FINAL WALL COLOR. FINISHED JOB SHALL BE SMOOTH AND FREE OF LAPPING AND OR STREAKING, REGARDLESS OF THE COLOR.
7. EXCEPT WHERE NOTED OTHERWISE ON THE PLANS ALL PANEL JOINTS SHALL BE CAULKED PER DETAIL 1/AD4.1.
8. PAINT CONCRETE BEHIND ANY OPEN TRELLIS WORK THE COLOR OF THE TRELLIS.
9. @ SOLID BROWS WITH GLAZING DIRECTLY ABOVE OR BELOW, PAINT THE EXPOSED WALL CHAMFER JUST ABOVE OR BELOW THE BROW TO MATCH THE BROW COLOR.
10. PAINT ALL WALL REVEALS THE COLOR OF THE ADJACENT WALL. WHEN THERE IS A COLOR CHANGE AT THE REVEAL, SEE 2/AD4.1
11. U.O.N., PAINT THE SIDE OPPOSITE THE SIDE SHOWN OF SCREEN WALLS THE SAME COLOR AS THE SIDE SHOWN. IF THERE ARE TWO COLORS SHOWN, USE THE BASE COLOR.
12. ALL PAINTS USED SHALL BE AS SPECIFIED BY THE MANUFACTURER FOR THE PROPOSED USE

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EXTERIOR ELEVATIONS

A4



A. EXTERIOR PAINT
SW 7757 HIGH
REFLECTIVE WHITE



B. EXTERIOR PAINT
SW 6261 SWANKY GRAY



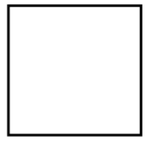
C. EXTERIOR PAINT
SW 7067 CYBERSPACE



D. FORMLINER
FITZGERAL GRAYLASTIC
WEATHERD PLANK 16915



E. BLACK ANODIZED
METAL EYEBROW



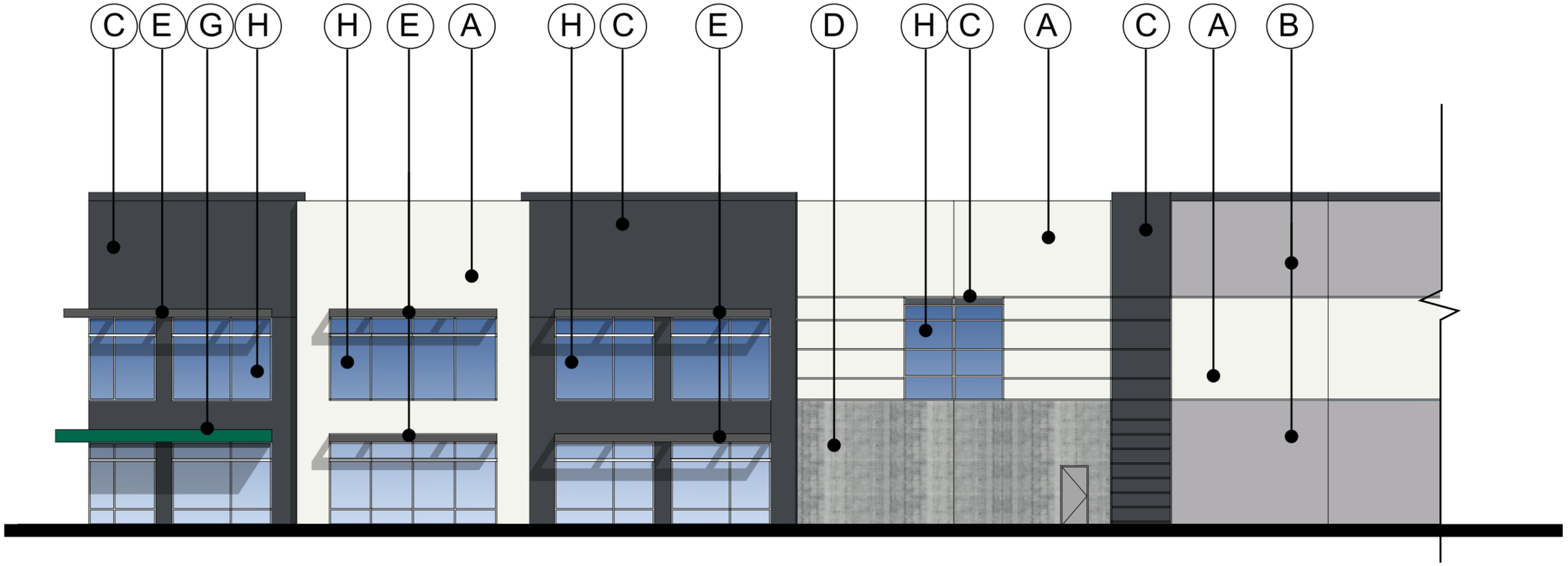
F. WHITE ANODIZED
METAL EYEBROW



G. GREEN ANODIZED
METAL EYEBROW



H. STOREFRONT
MEDIUM PERFORMANCE
BLUE REFLECTED GLAZING
BLACK ANODIZED MULLION



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COLOR BOARD

A5

FITZGERALD FORMLINERS

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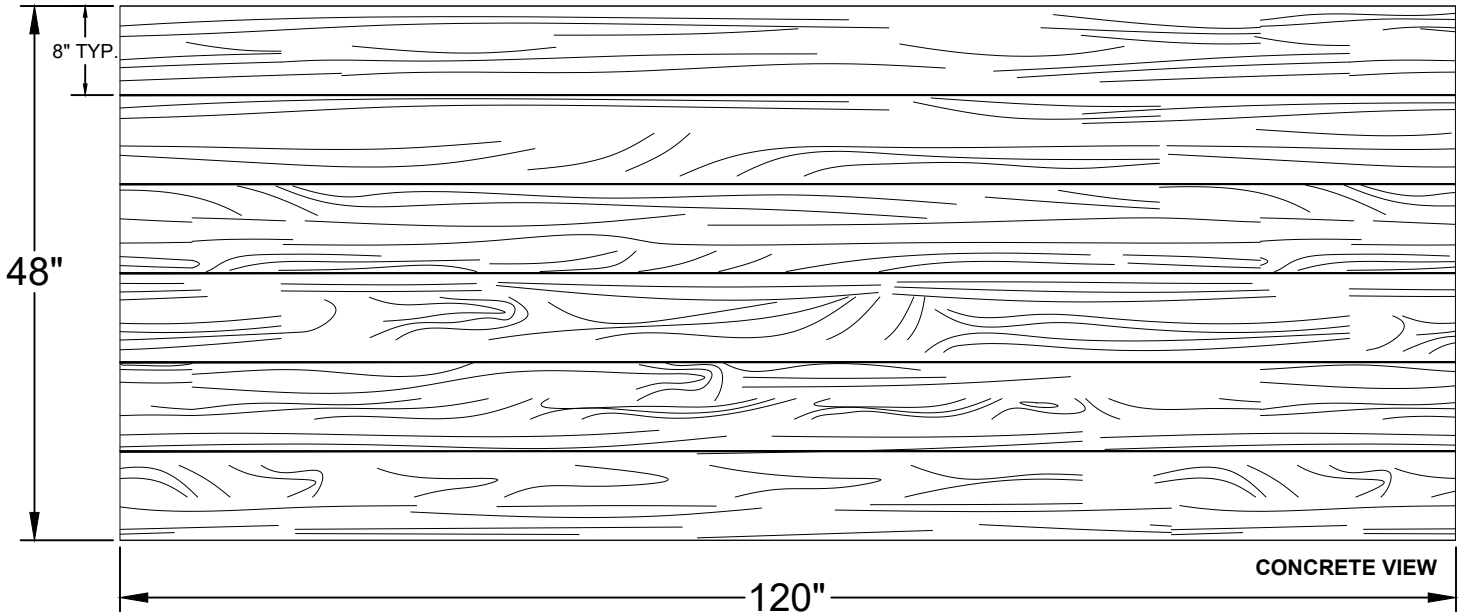
PATTERN 16915
Weathered Plank

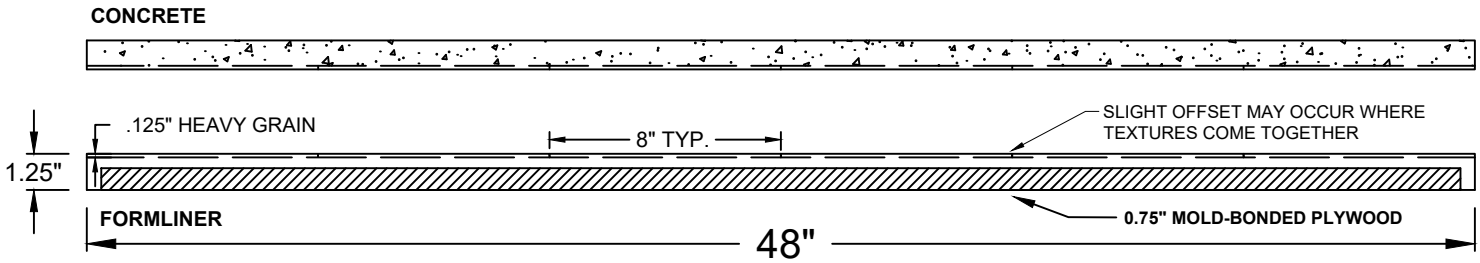
8" Wide Heavy Grain Wooden Plank

GrayLastic™

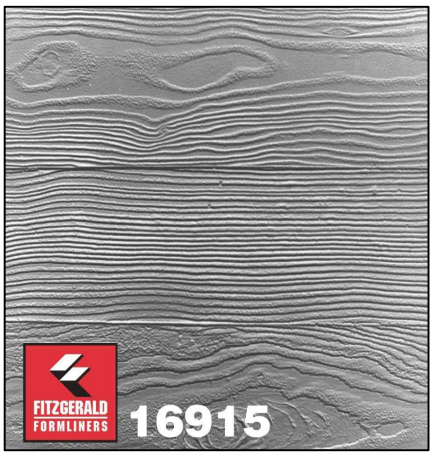
Elastomeric Urethane - up to 100 uses.
Mold bonded to 0.75" plywood. Add 1.125" to liner thickness.

Wooden Plank
Part Size: 48"W x 120"H
Max Depth: 0.125"
Grain: Heavy
No Interior Butt Joints
No Groove or Space between Boards





SECTION A-A



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Redlands Regular Meeting of 11-19-24

Pattern can be requested in AutoCad format.



PLANTING LEGEND

TREES

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY	WUCOLS	REMARKS	CALIPER	MATURATION	IRRIGATION METHOD
	Cercidium 'Desert Museum' Blue Palo Verde	36" Box	11	L	Multi	2-1/2"-2-3/4"	10 Years	Bubblers
	Chilopsis linearis Desert Willow	24" Box	11	L	Multi	3/4"-1"	10 Years	Bubblers
	Chitalpa tashkentensis Chitalpa	24" Box	6	L	Standard	1-1/4"-1-3/4"	10 Years	Bubblers
	Cinnamomum camphora Camphor Tree	36" Box 24" Box	19 40		Standard	2-1/2"-2-3/4"	10 Years	Bubblers
	Heteromeles arbutifolia Toyon	36" Box 15 Gal	9 3	L L	Multi Multi	2-1/2"-2-3/4" 3/4"-1"	10 Years 10 Years	Bubblers Bubblers
	Quercus agrifolia Coast Live Oak	36" Box 24" Box	4 2	M	Multi	2-1/2"-2-3/4" 1-1/4"-1-3/4"	10 Years 10 Years	Bubblers
	Pinus eldarica Afghan Pine	36" Box 24" Box 15 Gal	6 8 9	L	Standard	2-1/2"-2-3/4" 1-1/4"-1-3/4" 3/4"-1"	10 Years 10 Years 10 Years	Bubblers
	Pistacia chinensis Chinese Pistache	24" Box 24" Box	13 11	L L	Standard Street Tree	1-1/4"-1-3/4" 1-1/4"-1-3/4"	10 Years 10 Years	Bubblers Bubblers
	Tristania conferta Brisbane Box	15 Gal	36	M	Standard	3/4"-1"	10 Years	Bubblers

SHRUBS

SYMBOL	BOTANICAL/COMMON NAME	SIZE	WUCOLS
	Arbutus unedo Strawberry Tree	5 Gal	L
	Calliandra californica Baja Fairy Duster	5 Gal	L
	Lavendula 'Goodwin Creek Grey' Lavender	1 Gal	L
	Leptospermum s. 'Ruby Glow' New Zealand Tea Tree	5 Gal	L
	Leucophyllum f. 'Green Cloud' Texas Ranger	5 Gal	L
	Rhamnus californica Coffeeberry	5 Gal	L
	Rosmarinus o. 'Tuscan Blue' Rosemary	5 Gal	L
	Salvia greggii Autumn Sage	5 Gal	L
	Senna artemisioides Feathery Cassia	5 Gal	L
	Sambucus mexicana Mexican Elderberry	5 Gal	L
	Westingia fruticosa Coast Rosemary	5 Gal	L

ACCENTS

SYMBOL	BOTANICAL/COMMON NAME	SIZE	WUCOLS
	Agave villmoriniana Agave	15 Gal	L
	Anigozanthos flavidus Kangaroo Paw	5 Gal	L
	Dasylerion wheeleri Desert Spoon	15 Gal	L
	Hesperaloe parviflora Red Yucca	15 Gal	L
	Muhlenbergia rigens Deergrass	5 Gal	M
	Pennisetum s. 'Cupreum' Purple Fountain Grass	5 Gal	L

NOTE: Set in 3/4" decorative crushed rock

GROUNDCOVER

SYMBOL	BOTANICAL/COMMON NAME	SIZE	SPACING	WUCOLS
	Acacia redolens 'Low Boy' Acacia	1 Gal	6' O.C.	L
	Baccharis pilularis Coyote Bush	1 Gal	24" O.C.	L
	Carex praegracilis Cluster Field Sedge	Seed	Hydro-Seed	L
	Lantana montevidensis Purple and White Lantana	1 Gal	24" O.C.	L
	Leymus c. 'Canyon Prince' California Rye Grass	1 Gal	24" O.C.	L
	Rosa californica California Wild Rose	2 Gal	30" O.C.	L
	Rosmarinus o. 'Prostratus' Prostrate Rosemary	1 Gal	30" O.C.	L

3'-6' High Screening Shrub

5' boulders Desert Gold, available from Southwest Boulder. Bury ⅓ of boulder in ground.- 27 total

6' boulders Desert Gold, available from Southwest Boulder. Bury ⅓ of boulder in ground.- 34 total

WATER METER 1

WATER EFFICIENT LANDSCAPE WORKSHEET (MWELO)

Reference Evapotranspiration Rate (Eto): 55.1

Hydrozone # / Planting Description	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (LA)	ETAF x Area	Estimated Annual Water Use (EAWU) Gallons per Year	Estimated Annual Water Use (EAWU) Acre Feet per Year
Regular Landscape Areas								
Low Groundcover & Shrubs	0.1	Drip	0.81	0.12	43,078	5,318	181,683	0.56
Mod Groundcover & Shrubs	0.4	Drip	0.81	0.5	28,392	14,021	478,977	1.47
Low/Mod Trees	0.4	Bubbler	0.75	0.53	376	201	6,851	0.02
				Totals	**71,846**	**19,540**		
						Estimated Annual Water Use (EAWU) Total	667,510	2.05
						Maximum Allowed Water Allowance (MAWA)	1,718,092	5.27
Special Landscape Areas								
Hydrozone 1				1	-	-	-	0.00
Hydrozone 2				1	-	-	-	0.00
Hydrozone 3				1	-	-	-	0.00
				Totals	-	-		
						EAWU Total	-	0.00
						Maximum Allowed Water Allowance (MAWA)	-	0.00

ETAF Calculations

Regular Landscape Areas	
Total ETAF x Area	19,540
Total Area	71,846
Average ETAF	**0.271964**

All Landscape Areas	
Total ETAF x Area	19,540
Total Area	71,846
Sitewide ETAF	**0.271964**

Irrigation Efficiency

Drip Irrigation	0.81
Overhead Spray	0.75
Rotors	0.75

Notes:
-Where automobile bumpers overhang landscape planters, two feet (2') of clear areas unobstructed by trees or shrubs shall be provided for overhang.
-All trees identified on the landscape plan are to be maintained and the trimming or maintenance of them shall serve the purpose to bring them into a full canopy type configuration. If applicant/ developer fails to maintain and trim said trees to allow for full canopy type configuration, applicant/ developer shall be in violation of its conditions of approval and subject to enforcement as allowed by law.
-All landscape planters that are ten feet (10') or ess in width shall utilize measures such as root barriers or other deep watering system to minimize heaving of parking area pavement and curbs by tree roots.

PARKING LOT TREES

REQUIRED	PROVIDED	REQUIRED CALIPER SIZE
50% TREES EVERGREEN	96% TREES EVERGREEN	
50% TREES 15 GAL	22% TREES 15 GAL	3/4" to 1"
25% TREES 24 BOX	53% TREES 24 BOX	1-1/4" to 1-3/4"
25% TREES 36 BOX	25% TREES 36 BOX	2-1/2" to 2-3/4"

TOTAL SITE TREES

TYPE	QTY	PERCENTAGE
EVERGREENTREES	149	84%
DECIDUOUS TREES	28	16%
TOTAL	177	

TOTAL PARKING LOT TREES

TYPE	QTY	PERCENTAGE
EVERGREENTREES	69	92%
DECIDUOUS TREES	6	8%
TOTAL	30	

PARKING LOT SHADING

REQUIRED -35%	PROVIDED-37%
10,037 SF	12,945 SF

TOTAL SITE AREA: 478,296 SF
TOTAL SITE LANDSCAPE AREA REQURIED: 71,744 SF 15%
TOTAL SITE LANDSCAPE AREA PROVIDED: 71,846 SF 15%
TOTAL PARKING LANDSCAPE AREA: 9,453 SF 11%

N

0 20' 40' 80'

SHEET 1

301 Tennessee

22-060

05.23.22 01.12.23 03.13.24
07.20.22 01.22.24 03.15.24
07.28.22 02.01.24

Red Lands, California

THOMAS P. HAYES No. 5644 REGISTERED LANDSCAPE ARCHITECT STATE OF CALIFORNIA
1/31/2025 Date

HUNTER LANDSCAPE
711 FEE ANA STREET PLACENTIA, CA 92870
714.986.2400 FAX 714.986.2408


Cercidium 'Desert Museum'


Chilopsis linearis


Chitalpa tashkentensis


Cinnamomum camphora


Heteromeles arbutifolia


Quercus agrifolia


Pinus eldarica


Tristania conferta


Arbutus unedo


Calliandra californica


Lavendula 'Goodwin Creek Grey'


Leptospermum s. 'Ruby Glow'

SHEET 2

301 Tennessee

22-060

05.23.22 01.12.23 03.13.24
07.20.22 01.22.24 03.15.24
07.28.22 02.01.24

Red Lands, California

HUNTER LANDSCAPE
711 FEE ANA STREET PLACENTIA, CA 92870
714.986.2400 FAX 714.986.2408


Leucophyllum f. 'Green Cloud'


Rhamnus californica


Rosmarinus o. 'Tuscan Blue'


Salvia greggii


Senna artemisioides


Sambucus mexicana


Westingia fruticosa


Agave villmoriniana


Anigozanthos flavidus


Dasylerion wheeleri


Hesperaloe parviflora


Muhlenbergia rigens

SHEET 3

301 Tennessee

22-060

05.23.22 01.12.23 03.13.24
07.20.22 01.22.24 03.15.24
07.28.22 02.01.24

Red Lands, California

HUNTER LANDSCAPE
711 FEE ANA STREET PLACENTIA, CA 92870
714.986.2400 FAX 714.986.2408



Pennisetum s. 'Cupreum'



Acacia redolens 'Low Boy'



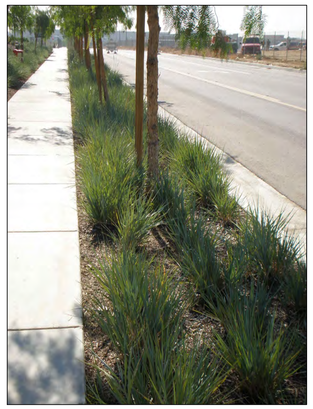
Baccharis pilularis



Carex praegracilis



Lantana montevidensis



Leymus c. 'Canyon Prince'



Rosa californica



Rosmarinus o. 'Prostratus'

SHEET 4

301 Tennessee

22-060

05.23.22 01.12.23 03.13.24
07.20.22 01.22.24 03.15.24
07.28.22 02.01.24

Red Lands, California

HUNTER LANDSCAPE
711 FEE ANA STREET PLACENTIA, CA 92870
714.986.2400 FAX 714.986.2408

REDLANDS

JUN 10 2024

ONE STOP PERMIT CENTER

RECEIVED

JUN 10 2024

Redlands City Clerk

NOTICE OF APPEAL FROM A DECISION
OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS

Pursuant to the Redlands Municipal Code, the undersigned hereby appeals a decision of the Planning Commission of the City of Redlands as follows:

Project Name or Permit Number: 301 Tennessee, CUP 1182, CRA 948, Lot Merger No. 006, MND

Decision being appealed: Adoption of resolution no. 1632 denying the development applications for CUP 1182, CRA 948, Lot Merger 006, and corresponding MND located at 301 Tennessee Street (0292-192-11-0000) and 360 Kansas Street (0292-192-14-0000).

Date of Commission's decision: 05/28/2024

Grounds of Appeal: see attached ground for appeal letter. Applicant request overturn of Planning Commission's denial or alternatively, the applicant requests a six month extension of the appeal hearing date to continue to work with stakeholders on the design of the proposed building prior to bringing the item back to Council for approval.

Name of Appellant (print): Prologis, Inc.

Address of Appellant: 3546 Concours Street

City, State: Riverside, CA Zip: 91764

Telephone: 909-673-8727 E-mail: ntorstvet@prologis.com

Signature of Appellant: Nicole Torstvet

Appeal Filing Requirements:

(1) Applicable appeal filing fee.
(2) Submission of 15 copies of plans and/or proposal to the Development Services Department, Planning Division (if appealed by the Applicant).

Staff Use Only:

Date Received:

Grounds for Appeal of Planning Commission denial of Conditional Use Permit NO. 1182 and Commission Review and Approval NO. 948

This letter details the specific reasons for the appeal of the Planning Commission's denial of Conditional Use Permit 1182 and Commission Review and Approval NO. 948. In sum, the Findings that accompanied the denial resolution were inadequate and lacked justification. The below evidence supports the basis of the appeal. In addition, the findings prepared by staff in connection with its recommendation for approval of the conditional use permit also support the appeal.

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

The proposed development is consistent with the Industrial (I-P) district standards, which allows for a variety of industrial uses including warehouses and distribution centers. The project meets all applicable development standards of the I-P district. The proposed project will develop a 197,397 square foot warehouse on a 10.9-acre site, and the proposed form, height, and mass of the building will be consistent with surrounding industrial developments and similar warehouse buildings throughout the City. The project will not adversely affect the land use plans of the City. Furthermore, the proposed 197,397 square-foot warehouse including 8,000 square-feet of mezzanine space and related site improvements is consistent with Chapter 18.112 I-P Industrial District, Section 18.112.030 Permitted and Accessory Uses which identifies Warehouses as a permitted use and therefore is a use that was envisioned for this project site.

The denial findings portrays that the existing operation was one of a low-intensity furniture manufacturing facility however this is incorrect. Project trip generation is anticipated to be similar to the historic use of the site which was operated by La-Z Boy. Furthermore, the existing building and entitlements allows for warehouse and logistics distribution facility tenants within the existing building.

Furthermore, the proposed development is consistent with the Purpose of Provisions of the I-P Industrial District.

Section 18.112.010 The Purpose of Provisions states that: "the I-P zone is to provide for and encourage the development of land for industrial purposes, to protect these lands from intrusion by inharmonious nonindustrial uses, to promote uniform and orderly industrial development, to protect property values, to foster an efficient and aesthetically pleasant industrial district, to attract and encourage the location of desirable industrial plants, to provide an industrial environment which will be conducive to good employee relations and pride on the part of all citizens of the community, and to provide proper safeguards and appropriate transition for surrounding land uses." Therefore, the land use plans for the City contemplated various industrial uses including, but not limited to Warehouse use and logistics distributions facilities. Furthermore, the I-P Zone clearly identified and provided ***protections*** for industrial lands from "intrusion by inharmonious nonindustrial uses", clearly, surrounding land uses such as professional offices, schools, and high-density multifamily residential neighborhoods should be viewed as intrusive, inharmonious uses which are incompatible, and should be considered as part of the calculus in determining incompatibility. Moreover, the intent of the I-P Zone Purpose is to specifically protect industrial lands and uses any such intrusions or compatible considerations.

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

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

Adjacent roadways have the capacity to provide adequate vehicular access to the development and will provide suitable direct access to the Alabama Street and Tennessee Street freeway entrances, via dedicated truck routes. The proposed development is a redevelopment of an antiquated industrial warehouse and distribution building that has operated for decades without any detriment to public health, safety, and welfare. In fact, the redevelopment project provides significant enhancements and environmental sustainability measures compared to the existing use, including infrastructure improvements, a larger setback, more landscaping, the new warehouse achieving LEED certification, and more.

The proposed development will not be detrimental to public health, safety, and welfare. The proposed project will develop a 197,397 square foot warehouse on a 10.9-acre site that is consistent with existing light industrial development in the surrounding area. An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared to fully analyze potential environmental impacts as a result of the proposed project, and all potential impacts were determined to be either considered less than significant or less than significant with mitigation incorporated. The MND contains a total of twelve (12) mitigation measures that have been implemented to reduce potential impacts associated with Biological Resources, Cultural Resources, Geology & Soils, Hazards and Hazardous Materials, and Tribal Cultural Resources. With the implementation of these mitigation measures, impacts are reduced to a level that is less than significant.

More specifically, the proposed development will not be detrimental to public health, safety, and welfare regarding vehicular traffic because the proposed site plan design is a superior design over the existing design in that the former site design lacks adequate onsite circulation such that trucks wait on the perimeter streets to enter the facility, has loading docks visible to public view, lacks adequate perimeter landscape setbacks, and is inadequately screened from existing neighborhoods. Conversely, the proposed Prologis design upgrades the outdated facility by relocating the loading docks which are positioned away from public view which also minimizes operational noise and provides a long-extended driveway which provides significantly greater stacking and queuing capacity, thereby reducing truck stacking on the streets. In addition, the project will construct three driveway entrances which will serve the proposed project. These driveways are located on State Street, Kansas Street and Tennessee Street, which have capacity to provide adequate vehicular access to the development. Tennessee Street and State Streets are dedicated truck routes and Kansas Street will provide access to Park Avenue to the north, which is also a truck route. Project trip generation is anticipated to be similar to the historic use of the site which was operated by La-Z Boy as a warehouse and distribution use.

The denial findings state that both Alabama Street and Tennessee Street have railroad crossings with frequent light passenger rail traffic. The trucks and truck trips that will be generated by the proposed project are likely to result in further traffic congestion particularly at critical street segments that cross railroad tracks (i.e., between the project site and freeway ramps) that the project's trucks must utilize. However, as identified in the focused TIA, the project's anticipated net trips determined that there is a negligible impact on congestion at the intersections most affected by the proposed project; therefore, there would be a negligible impact at the rail crossings which are intersections further away.

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

As cited in the Agenda item No. 5A Planning Commission Agenda staff report dated 5/30/24. The project is consistent with the Development Standards of the I-P District with respect to Site Design, Lot Area, Lot Width, Lot Depth, Building Height (the I-P zone has no maximum height limitations), front and side yard setbacks, and Lot Coverage, Landscaping, Walls and Fences. Additionally, RMC Section 18.12.170 list seven aspects of design that are to be evaluated for consistency and the proposed project is in conformance with all seven aspects:

1.*Site layout, orientation, location of structures and relationship to one another, as well as open spaces and topography.*

The site is designed with the building fronting Tennessee Street and the primary parking area is located in front of the building with additional parking in the rear. The building is situated approximately 89 feet from Tennessee Street (east side of property) and 27 feet from W. State Street (south side of property). The site is generally flat, there are no other structures proposed for the site, and significant landscape buffering is proposed.

2. Harmonious relationship of building with existing and proposed adjoining developments.

The proposed project will demolish an antiquated manufacturing/warehouse and distribution facility and replace it with a modern, state-of-the-art warehouse building that is more compatible with existing and proposed developments within the surrounding area.

Furthermore, the project is more compatible with the primary presence along the Tennessee Street corridor, as it will be setback 90 feet from the street and will be screened by heavy landscaping.

3. *Maximum height, setbacks, area, overall building mass, walls, screens, towers, signs, and effective concealment of all mechanical equipment.*

The proposed project meets all applicable development standards of the Industrial (I-P) District including floor-area ratio, setbacks, building height, and lot coverage. The proposed building will have an overall height of approximately 40 feet and any proposed roof-mounted mechanical equipment will be screened from the public right-of-way by parapet walls. The loading dock area will be screened by the placement of the building and perimeter walls. The project incorporates additional landscaped areas with larger and more dense tree planting than is required to help provide additional screening from the public right-of-way.

4. Harmony of Construction materials and colors in relation to all exterior elevations.

The design of the building provides variation in parapet height, pop-outs, metal accent awnings, as well as use of glass materials along all four elevations of the building particularly the eastern façade facing Tennessee Street. A grey color palette was selected, and a green color was selected as the accent color (consisting of lower-level awnings along all four elevations). The applicant is also proposing to incorporate decorative formed concrete wall panels (to provide the appearance of more varied materials). The building

provides architectural materials and colors on all elevations which are consistent and harmonious.

5. Location and type of planting with due regard for the preservation of specimen trees upon a site.

Landscaping is proposed along the front yard setback areas facing Tennessee Street, W. State Street, and Kansas Street. The proposed landscaping consists of groundcovers, shrubs, vines, and trees. A total of 188 trees are proposed to be planted. The proposal meets the landscaping requirements for parking areas and for street trees. The large palm trees along State Street will be preserved and existing mature trees will be preserved to the extent feasible.

6. Design and appropriateness of signs in relation to architectural style of the building

No signs are proposed as part of this application. The Redlands Municipal Code indicates that signs within the Industrial (I-P) District would utilize the sign standards for the C-4, Highway Commercial District. Any future wall signs would be reviewed administratively and would require a sign permit. In addition, any future monument signs would be processed with a Commission Sign Review and would require separate approval by the Planning Commission.

7. Glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance value of twenty five percent (25%). "Specular reflectance" means any mirror like reflection, as contrasted to diffused reflection from such surfaces as concrete or vegetation.

The project proposes the use of vision glass windows and spandrel glass over concrete. A condition of approval has been added to the project that glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectivity of 25%.

8. Consistency with Article XII of Chapter 18.156 Redlands Municipal Code (RMC) establishing new development standards for new warehouse development standards.

The proposed project is consistent with Chapter 18.156 as detailed in Agenda item No. 5A Planning Commission Agenda staff report dated 5/30/24. The applicable development standards cited in the Staff report included Site Location Requirements, Screening and Buffering Requirements, Traffic Patterns, and Other Requirements focused on Operation Requirements related to sustainable energy requirement such as PV solar panels and cool roof treatment.

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

The proposed use is appropriate at the proposed location because the development provides redevelopment of an industrial site that is consistent with existing light industrial uses and uses in the immediate vicinity and warehouse uses located to the west (within one-half mile). The site is designated Light Industrial by the General Plan and located within the Industrial zoning district. The project site is located near developments including an RV sales and service facility, Southern California Edison offices and storage, a parking lot and commercial retail space, and is compatible with these adjacent uses.

Two schools are located within 500 feet of the project. Redlands Adventist Academy Kindergarten and Kids Care, is located approximately 275 feet southeast of the project and Redlands Christian Middle School located approximately 380 feet to the south of the project. Significant outreach by the applicant was conducted to the adjacent school and letters of support were submitted that identified the project as a welcomed addition to the neighborhood. The IS/MND prepared for this project analyzed impacts to these schools and determined impacts are less than significant with mitigation incorporated. The IS/MND conservatively analyzed 5% of the truck traffic from the project will pass by these schools however the project has been conditioned to install signage restricting trucks traffic south of Tennessee Street. Utilities and services in the area are adequate to serve the proposed development, and adjacent roadways have capacity to provide adequate vehicular access to the development. The proposed development is simply replacement of an antiquated industrial building with a new and enhanced industrial building.

5. <u>The public streets that serve the project are properly designed and improved to carry out the type and quantity of traffic to be generated by the proposed use</u>

The Findings of Denial, dated May, 28, 2024 portrays the project as having streets that are not properly designed and improved to carry out the type and quantity of traffic to be generated by the proposed use, particularly, the type and quantity of trucks and tractor-trailer traffic (115 semi-truck trips per day and a total of 1,387 passenger car equivalent trips). It should be noted that Tennessee Street is identified as a truck route in the City of Redlands General Plan.

Per the Institute of Traffic Engineer methodology, the previous land use (i.e., industrial building) generated approximately 1,317 passenger car equivalent trips **which is 70 vehicles less than what the proposed project would generate.** The focused traffic analysis for the project was conducted to specifically determine and conclude whether *"[t]he public streets that serve the project site are properly designed and improved to carry the type and quantity of traffic to be generated by the proposed use*" or not. Pursuant to the focused traffic analysis that was approved by the City's traffic engineer, it was determined that:

"The proposed project's study area intersections were evaluated without and with project trips to comply with the City's Measure U policies by determining if the project would cause any LOS deficiencies. All study area intersections will operate at satisfactory LOS in the Existing and Existing Plus Project Conditions except for the intersection of Kansas Street and State Street which would continue to operate at an LOS F; however, the project does not impact the intersection since it doesn't increase the time delay. Moreover, the project would not result in any unsatisfactory LOS; therefore, the project would be in compliance with Measure U and no improvements would be required."

This analysis was conducted in accordance with Highway Capacity Manual which provides methodologies used nationally to determine whether traffic deficiencies are present or not. In accordance with the focused traffic analysis, the project will not impact any of the study intersections.

Additionally, the Denial Findings further report that while Kansas Street provides access to a truck entry driveway, it does not include a median or sufficient space to provide truck stacking and queuing within the public right-of-way.

Per the trip generation table included in the focused traffic analysis, the project would generate 43 trucks during the AM peak hour and 37 trucks during the PM peak hour. The following discussion considers queueing at the Kansas Street driveway:

Driveway on Kansas Street

- Of the 43 trucks, 65% (corresponds to 28 trucks) would enter the project site through Kansas street. The 28 trucks would not be expected to arrive simultaneously, on the contrary, trucks are expected to arrive sequentially on 2-minute intervals within the peak hour. Furthermore, the project driveway is design to allow for roughly 250 feet of on-site staking and queuing. is Therefore, queueing impacts at this driveway are not anticipated.

For the foregoing reasons, the appeal should be granted approving the conditional use permit and commission review and approval.

Alternatively, the applicant requests a six-month extension of the appeal hearing date to continue to work with stakeholders on the design of the proposed building prior to bringing the item back to Council for approval.

301 Tennessee Street Warehouse Project
Initial Study and Mitigated Negative Declaration

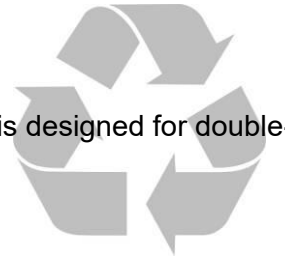
Lead Agency:

City of Redlands
35 Cajon St., Ste. 20/P.O. Box 3005
Redlands, CA 92373
Office 909.798.7555 ext. 7344

Prepared by:

MIG, Inc.
1650 Spruce Street, Suite 106
Riverside, California 92507

Public Review Draft
May 1, 2023



- This document is designed for double-sided printing -

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1 Introduction

The City of Redlands (Lead Agency) received an application from Prologis Inc. (applicant) for the redevelopment of an existing industrial warehouse site with a 197,397-square foot Class A light industrial building which includes 8,000-square foot of office space on approximately 10.98 acres of land in the City of Redlands, California. The approval of the application constitutes a *project* that is subject to review under the California Environmental Quality Act (CEQA) 1970 (Public Resources Code §§ 21000, *et seq.*), and the CEQA Guidelines (14 California Code of Regulations §§ 15000, *et. seq*.).

This Initial Study was prepared to assess the short-term, long-term, and cumulative environmental impacts resulting from the proposed project. This report was prepared to comply with CEQA Guidelines § 15063, which sets forth the required contents of an Initial Study. These include:

- A description of the project, including the location of the project (See Section 2);
- Identification of the environmental setting (See Section 2.10);
- Identification of environmental effects by the use of a checklist, matrix, or other methods, provided that entries on the checklist or other form are briefly explained to indicate that there is some evidence to support the entries (See Section 4);
- Discussion of ways to mitigate significant effects identified, if any (See Section 4);
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls (See Section 4.11); and
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study (See Section 5).

1.1 – Purpose of CEQA

CEQA § 21000 of the California Public Resources Code provides as follows:

The Legislature finds and declares as follows:

a) The maintenance of a quality environment for the people of this state now and in the future, is a matter of statewide concern.
b) It is necessary to provide a high-quality environment that at all times is healthful and pleasing to the senses and intellect of man.
c) There is a need to understand the relationship between the maintenance of high-quality ecological systems and the general welfare of the people of the state, including their enjoyment of the natural resources of the state.
d) The capacity of the environment is limited, and it is the intent of the Legislature that the government of the state take immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached.
e) Every citizen has a responsibility to contribute to the preservation and enhancement of the environment.
f) The interrelationship of policies and practices in the management of natural resources and waste disposal requires systematic and concerted efforts by public and private interests to enhance environmental quality and to control environmental pollution.
g) It is the intent of the Legislature that all agencies of the state government which regulate activities of private individuals, corporations, and public agencies which are found to affect the quality of the environment, shall regulate such activities so that major consideration is given to preventing environmental damage while providing a decent home and satisfying living environment for every Californian.

The Legislature further finds and declares that it is the policy of the state to:

h) Develop and maintain a high-quality environment now and in the future, and take all action necessary to protect, rehabilitate, and enhance the environmental quality of the state.
i) Take all action necessary to provide the people of this state with clean air and water, enjoyment of aesthetic, natural, scenic, and historic environmental qualities, and freedom from excessive noise.
j) Prevent the elimination of fish or wildlife species due to man's activities, ensure that fish and wildlife populations do not drop below self-perpetuating levels, and preserve for future generations representations of all plant and animal communities and examples of the major periods of California history.
k) Ensure that the long-term protection of the environment, consistent with the provision of a decent home and suitable living environment for every Californian, shall be the guiding criterion in public decisions.
l) Create and maintain conditions under which man and nature can exist in productive harmony to fulfill the social and economic requirements of present and future generations.
m) Require governmental agencies at all levels to develop standards and procedures necessary to protect environmental quality.
n) Require governmental agencies at all levels to consider qualitative factors as well as economic and technical factors and long-term benefits and costs, in addition to short-term benefits and costs, and to consider alternatives to proposed actions affecting the environment.

A concise statement of legislative policy, with respect to public agency consideration of projects for some form of approval, is found in CEQA § 21002, quoted below:

> The Legislature finds and declares that it is the policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required by this division are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects. The Legislature further finds and declares that in the event that specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.

1.2 – Public Comments

Comments from all agencies and individuals are invited regarding the information contained in this Initial Study. Such comments should explain any perceived deficiencies in the assessment of impacts in the Initial Study. To request an appointment to review these materials, please contact:

Sean Reilly, Principal Planner
City of Redlands, Planning Department
35 Cajon Street, Suite 15-A
Redlands, California 92373
909-798-7555

All written comments received during the 30-day public review period for the Initial Study/Mitigated Negative Declaration will be considered by the City of Redlands prior to adoption.

2 Project Description

2.1 – Project Title

301 Tennessee Street Warehouse Project

2.2 – Lead Agency Name and Address

City of Redlands
Planning Department
35 Cajon Street, Suite 15-A
Redlands, California 92373
909-798-7555

2.3 – Contact Person and Phone Number

Sean Reilly, Principal Planner
909-798-7555, ext. 7344

2.4 – Project Location

The project site is made up of two parcels located on the northwest corner of State Street and Tennessee Street in the City of Redlands, California. (See Exhibit 1 Project Location Map). The surrounding uses include commercial/industrial uses north of the project site, and light industrial uses to the east, west and south of the site.

- Latitude 34° 03’ 27” North, Longitude 117° 12’ 02” West
- APNs #0292-192-11-0000 and 0292-192-14-0000

2.5 – Project Sponsor’s Name and Address

Prologis Inc.
3546 Concours St. Suite 100
Ontario, CA 91764

2.6 – General Plan Land Use Designation

Light Industrial

2.7 – Zoning District

Industrial District (I-P)

2.8 – Project Description

The project includes demolition of an existing manufacturing warehouse and a single-family house, and the construction of a 197,397 square foot light industrial building and associated parking and landscaping improvements. The approximately 10.98 acre site encompasses two parcels, located at the northwest corner of State Street and Tennessee Street in the City of Redlands, California. (APNs

#0292-192-11-0000 and 0292-192-14-0000) (see Exhibits 1-4). The proposed light industrial building would be 189,397 square feet with 8,000 square feet of first and second floor office space totaling 197,397 square feet. Based on the preliminary grading plans, the project would require approximately 23,154 cubic yards of soil import.

Architecture & Fencing

Eight-foot-high decorative walls are proposed around the perimeter of the truck yard area to screen operations from the outside of the project site. The truck entrances located on Kansas Street and Tennessee street would be fenced with eight-foot-high wrought iron fencing.

Landscaping

The proposed project includes approximately 84,845 square feet of ornamental landscaping that would cover 18% of the site. Landscaping would be visible from Kansas street along the west side of the site, Tennessee Street along the east, State Street on the south, and the Orange Blossom Trail that runs along the north face of the project site. The proposed landscaping would include 24-inch and 36-inch box trees, various shrubs, and ground covers to screen the proposed building, and parking and loading areas from off-site viewpoints.

Access and On-Site Circulation

Passenger vehicle access to the project site would be provided via a 30-foot-wide driveway on the east side of the site on Tennessee Street. Primary truck access to the project site would be provided via a 40-foot-wide driveway on the west side of the site along Kansas Street and via one 40-foot-wide driveway on the east side of the site on Tennessee Street. Secondary truck access would be provided via one 40-foot-wide driveway on the south side of the site on State Street. Emergency vehicle access would be provided through the parking lot and around the building with a 30-foot fire lane.

Drainage and Wet Utilities

The proposed project would install new onsite water and sewer lines that would connect to the existing infrastructure in the surrounding streets. Drainage from the proposed project would surface flow through the site and use catch basins and landscape drains to collect for treatment. The subsurface storm drain would be used to convey flows into a proposed underground chamber infiltration system. The underground chambers would be located in the northwesterly landscape area and would fully infiltrate the water volume to the surrounding water system.

Building Operations

The project site is within the light industrial (LI) general plan land use designation and industrial district zone (I-P). The light industrial general plan land use designation allows for manufacturing, distribution, research, and development (R&D) industries, and ancillary commercial uses. The Industrial District (I-P) zoning allows for the development of all industrial uses which is conducive to employees and citizens of the community. Typical operations of the project site may include employees and customers travelling to and from the facility, delivery of materials to the site, and truck loading and unloading. Approximately 10% of warehouse operations would involve cold storage. The project is anticipated to operate 24-hours a day, 7 days per week.

Construction Schedule

Construction activities for the project include demolition, site preparation, grading, building construction, paving, and architectural coatings. Demolition of the existing structures would take three (3) months to complete. Construction of the new building will take nine (9) months. Paving and landscaping would take one (1) month. Additionally, all offsite improvements would take one (1) month. The project would require approximately 24,477 cubic yards of soil import.

2.9 – Surrounding Land Uses

Surrounding land uses are summarized in Table 1.

Table 1
Surrounding Land Uses

Direction	Zoning Designation	Zoning District	Existing Land Use
Project Site	Light Industrial	I-P (Industrial District)	Former La-Z-Boy Facility Single Family Home
North	Office	I-P (Industrial District) M-1(Light Industrial District) C-M (Commercial Industrial) FP-1 (Flood Plan District)	Commercial Shopping Center
South	Light Industrial	I-P (Industrial District)	Industrial Warehouse (SCE Service Center)
East	Light Industrial	A-P (Administrative and Professional Office District) M-P (Planned Industrial District)	Undeveloped land/graded land used for parking
West	Office	EV/IC – (Commercial Industrial)	Industrial Warehouse

2.10 – Environmental Setting

The project is located on an irregularly shaped property approximately 10.98 acres in size on two parcels in a developed area of the City of Redlands, California. It is currently developed with an existing 193,469 square foot former La-Z-Boy Facility manufacturing warehouse and a non-conforming single-family house that is not occupied. The facility was occupied by La-Z-Boy until October 2019, and was subsequently purchased by Esri, a geographic information systems supplier in January 2020. The property was listed for purchase and bought again on April 5th, 2022. *The existing tenant is a 3PO (3rd partly logistics operator) for clothing distribution to major retailers such as Macy's, Target, Amazon, etc. Their hours of operation are 7am to 5pm Monday through Friday.* The property is well maintained with medium-sized trees distributed throughout the property, hedges, and grass with minimal weeds. The project site is flat, with an approximate elevation of 1,358 feet above mean sea level (AMSL). Regional access to the project site is provided by the Interstate 10 Freeway (I-10) located approximately 0.6 miles north.

2.11 – Required Approvals

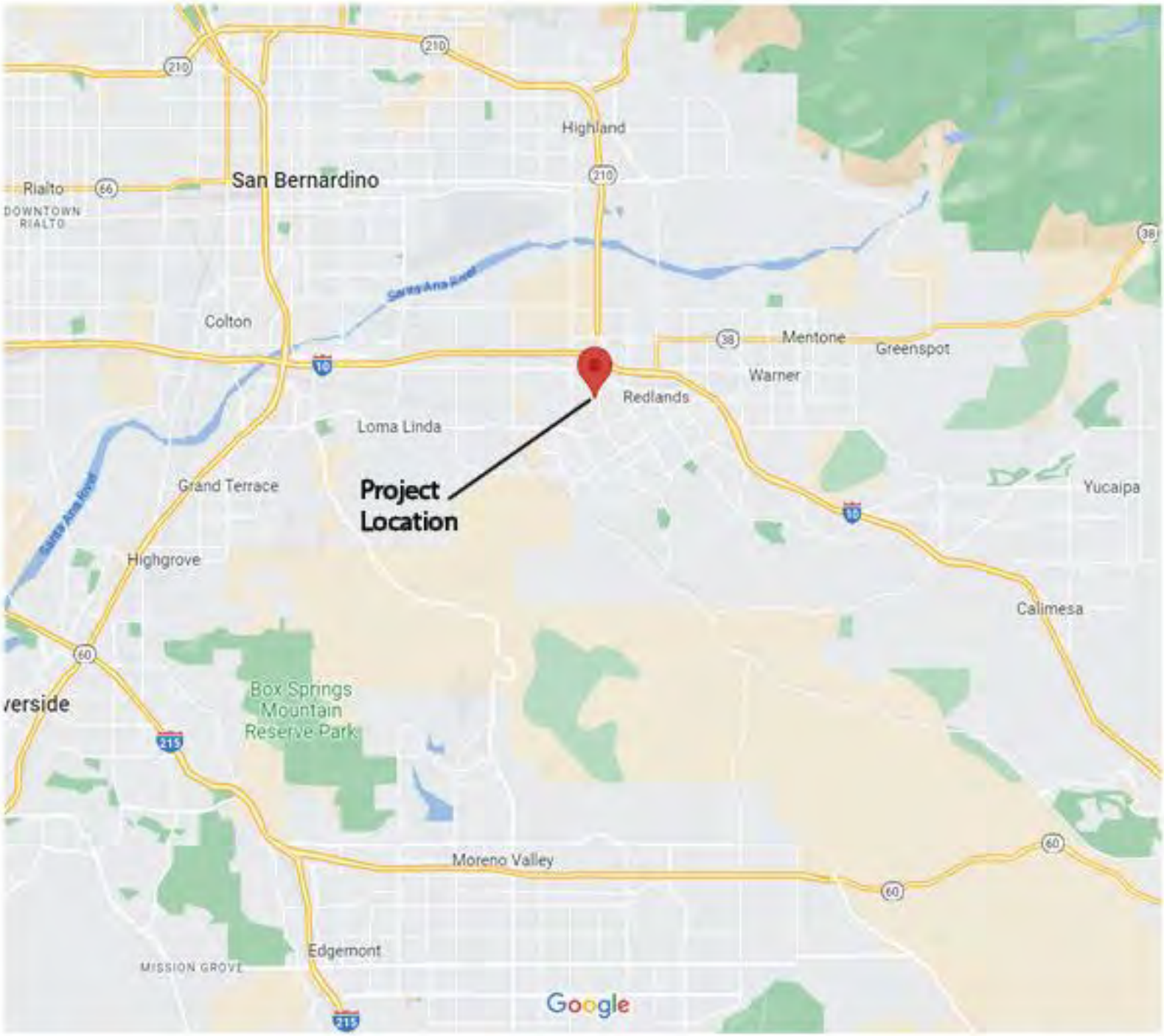
Various permits, approvals, and actions by the City of Redlands and various public agencies may be required to execute and implement the proposed project. The permits from the lead agency that are necessary include:

- Planning Commission Review and Approval No. 948
- Conditional Use Permit No. 1181
- Demolition Permit No. 371
- Demolition Permit No. 373
- Parcel Merger No. 6
- Compliance with the requirements of CEQA

- Building Permit

2.12 – Other Public Agency Whose Approval is Required

- N/A



Source: Google Maps

Not to Scale

http://www.migcom.com · 951-787-9222

Exhibit 1 Regional Context Map

Tennessee Street Warehouse Project
Redlands, California

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Exhibit 2 Project Vicinity Map

Tennessee Street Warehouse Project

Redlands, California

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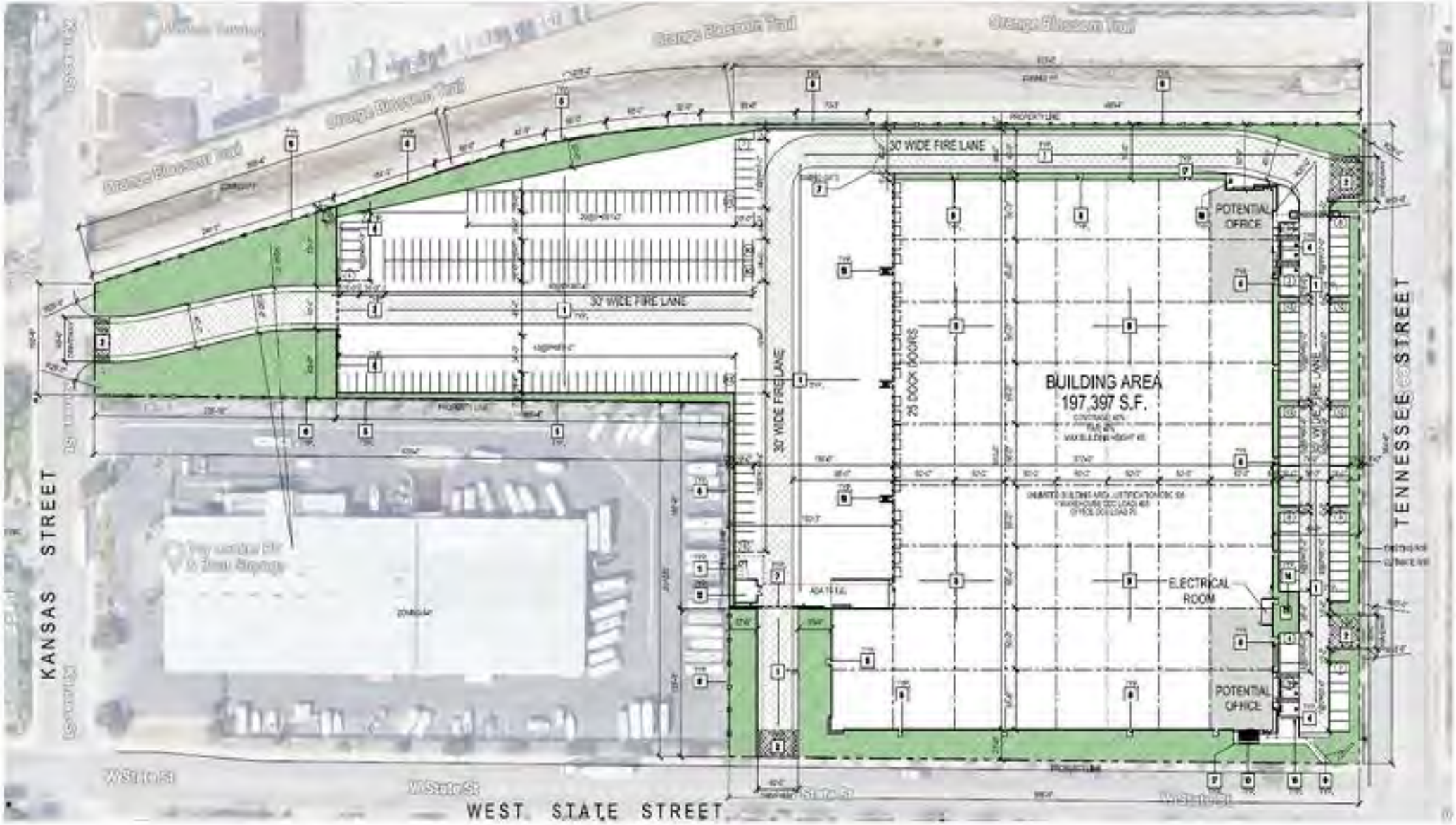


Exhibit 3 Site Plan

Tennessee Street Warehouse Project

Redlands, California

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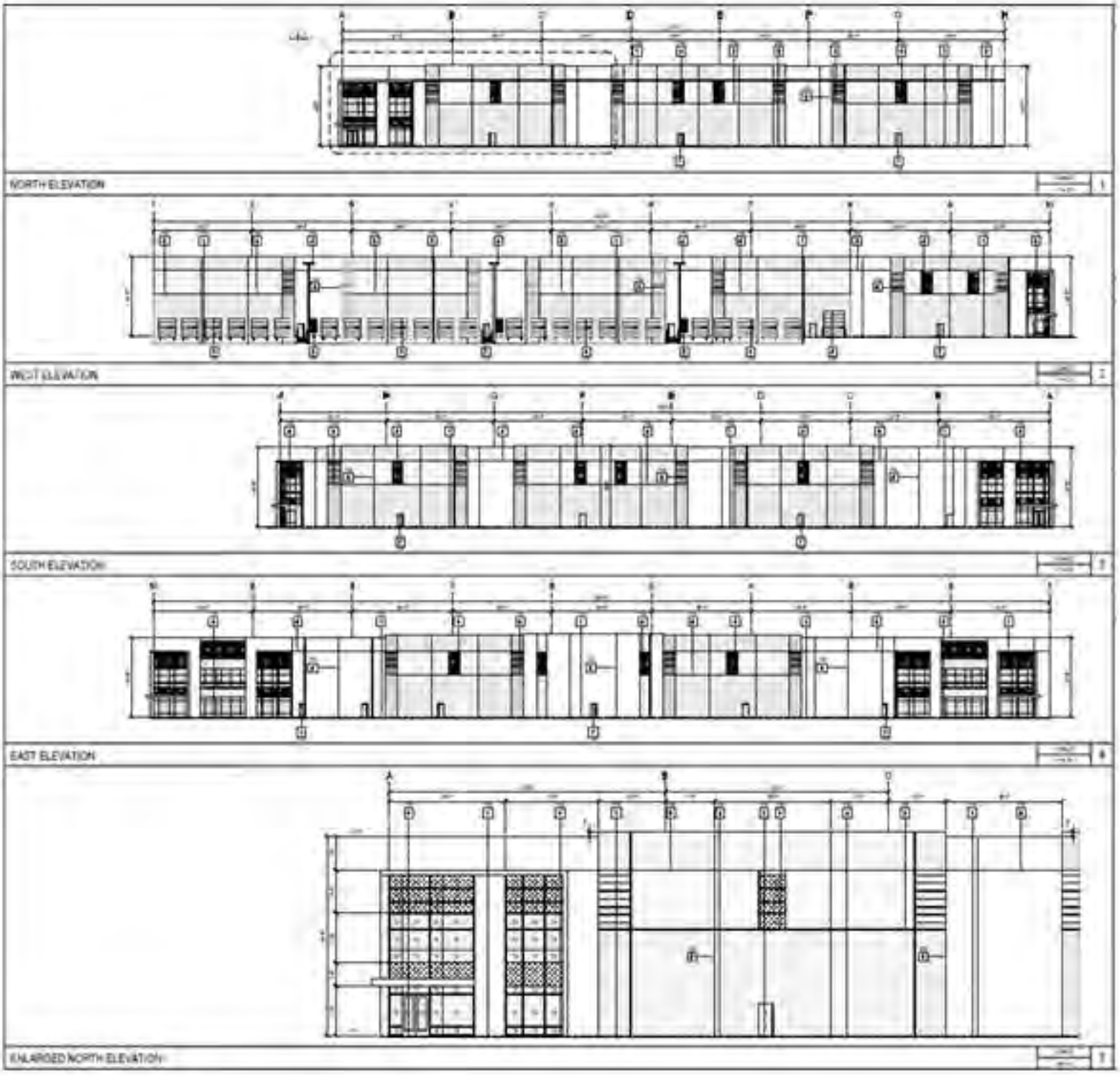


Exhibit 4 Project Elevations

Tennessee Street Warehouse Project

Redlands, California

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3.1 – 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' as indicated by the checklist on the following pages.

☐	Aesthetics	☐	Agriculture 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

3.2 – Determination

☐	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 will be 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 analyzed adequately 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.

Name: Sean Reilly, Principal Planner Date

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4.1 – Aesthetics

Except as provided in Public Resources Code Section 21099, would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 view from a state scenic highway?	☐	☐	☐	☑
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public view 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?	☐	☐	☑	☐

a) Less than Significant Impact. Scenic vistas can generally be defined as natural landscapes that form views of unique flora, geologic, or other natural features that are generally free from urban intrusions. Such resources can be impacted when a structure is built that blocks the view of the vista, or if a development is built on the vista itself. Typical scenic vistas include views of mountains and hills, large, uninterrupted open spaces, and bodies of water. Scenic vistas generally play a large role in the way a community defines itself and effects development patterns as projects are designed to take advantage of viewsheds.

Redland's visual character is tied to its surrounding open space areas, and as such is incorporated into the City's General Plan. The City has overtime acquired open space land around Redlands and incorporated it into a concept called the "Emerald Necklace"; a series of open space and park areas surrounding the City connected by scenic trails and roads. Areas within the City's Planning Area include 254 acres of the San Timoteo Canyon south of the City called the "San Timoteo Nature Sanctuary". Also, to the south, the City owns 338 acres of Live Oak Canyon, 245 acres of which is specifically set aside for conservation. The 4,000 acres of the Santa Ana River Wash makes up the northern boundary of the City, and is owned by multiple stakeholders including Federal, State, and local governments,

utilities, and private groups. The Crafton Hills Open Space makes up part of the eastern portion of the City's Planning Area, and with a general elevation above 2,400 feet, the area is valuable to the City as natural habit and scenic resource. The General Plan ensures the preservation of Redlands' open space corridors and limits development on and around those areas to preserve its visual character and limit encroachment. The General Plan does not designate any scenic vistas within the City. The project site is located in a developed area of the city and is zoned for light industrial uses. Surrounding zoning uses include industrial, commercial, and high-density residential uses. The project is located in an urbanized area, and fits the zoning designated by the City. Furthermore, the project would follow the City's Zoning and Building Codes and will not exceed the City's 50-foot height limit on light industrial zoning, and as such will fit the character of the area as regulated by the City. The proposed project would not constitute any significant loss of visibility to Redlands' scenic vistas as the area's developed industrial setting limits existing scenic vistas. Impacts to the visibility of scenic vistas in Redlands would be less than significant.

b) No Impact. There are no State Scenic Highways on or near the project site, and the site is not visible to a designated state scenic highway as identified on the California Scenic Highway Mapping System. The nearest officially designated scenic highways are California State Route 243 just outside of Banning, and California State Route 38 near Big Bear Lake; the former starting approximately 24 miles southeast of the project site. As of this document being written, State Route 38 in Redlands has not been officially designated but is eligible. The City Council has designated a number of corridors within the city as scenic highways, drives, and historic streets. Designated streets and those under consideration for designation are listed in the "Distinctive City" Element of the City's General Plan.[1] The project site is not located on or near any such corridors and would not impact the quality of those streets during construction or during long-term operations. No impacts would occur.

c) Less than Significant Impact. The proposed industrial facility building has been designed according to City design guidelines, including requirements for architectural quality, landscaping, and screening, and would be consistent in character and quality with the surrounding industrial and commercial developments. The project site would undergo visual changes consistent with an ongoing construction project and would temporarily change the visual character of the site and surrounding area. However, the project would not substantially degrade the existing visual character and qualities of the site and its surroundings and would have a less than significant impact.

d) Less than Significant Impact. Excessive or inappropriately directed lighting can adversely impact night-time views by reducing the ability to see the night sky and stars. Glare can be caused by unshielded or misdirected lighting sources, or reflective surfaces. Impacts associated with glare range from a simple nuisance to potentially dangerous. Sources of daytime glare are typically concentrated in commercial areas and associated parking areas that contain reflective materials such as hi-efficiency window glass, highly polished surfaces, and expanses of pavement.

Development of parking improvements, related lighting, and associated glare prevention would be conducted in accordance with design standards in the City of Redlands Code of Ordinances; Chapter 18.112.260: Dust, Heat, and Glare Restrictions.[2] Glare is not expected to result from the increase in pavement or from the warehouse building. Adhering to Redlands Code of Ordinances would ensure any impacts related to excessive or inappropriately directed lighting would be less than significant.

4.2 – Agriculture and Forest 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 information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 non-agricultural 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 in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	☐	☐	☐	☑
d) Result in 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?	☐	☐	☐	☑

a) No Impact. The California Important Farmland Finder prepared by the California Department of Conservation does not identify the project site as being located on prime farmland, unique farmland, or farmland of Statewide Importance.[3] The City of Redlands General Plan does identify portions of the north and eastern city for Agricultural and Open Space uses. The project site is located away from any

land zoned for agricultural uses, and there would be no conversion of farmlands to non-agricultural uses, and as a result the project would have no impact.

b) No Impact. The project site is not located on land that is used for or conflicts with nearby agriculturally zoned land. The project site is currently zoned Industrial District (I-P) which does not allow for agricultural uses.[4] The parcels comprising the project site are not involved in an active Williamson Act contract. There would be no conflict with existing zoning for agricultural use or a Williamson Act contract and therefore there would be no impact.

c) No Impact. Public Resources Code Section 12220(g) identifies forest land as *land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits*. The project site and surrounding properties are not currently being managed or used for forest land as identified in Public Resources Code Section 12220(g). The project site is zoned Light Industrial for various industrial uses that include warehousing, office space, storage, and manufacturing. As such, development of the project would have no impact on any timberland or forestland zoning.

d) No Impact. As indicated in 4.2 c), the area is not designated as forest land; thus, there would be no loss of forest land or conversion of forest land to non-forest use as a result of the project. No impacts would occur.

e) No Impact. The project site is currently occupied by a warehouse facility and (1) one single family home and is zoned for light industrial uses. The surrounding zoning designations include industrial zoning to the south and west, industrial and commercial zoning to the north, administrative zoning to the east, and public/institutional zoning to the southwest. None of the surrounding sites contain existing agricultural or forest uses. The development of this proposed project would not change the existing environment in a manner that would result in the conversion of forest land to non-forest use. No impact would occur.

4.3 – 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:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☑	☐

An *Air Quality, Health Risk, Greenhouse Gas, and Energy Impact Report* was prepared for the proposed project by LSA, dated January 2023 (See Appendix A). The report estimates the potential air quality emissions for the proposed project and evaluates project emissions against applicable South Coast Air Quality Management District (SCAQMD)-recommended California Environmental Quality Act (CEQA) significance thresholds for construction and operation.

a) Less than Significant Impact. A consistency determination plays an essential role in local agency project review by linking local planning and unique individual projects to the air quality plans. A consistency determination fulfills the CEQA goal of fully informing local agency decision-makers of the environmental costs of the project under consideration at a stage early enough to ensure that air quality concerns are addressed. Only new or amended General Plan elements, Specific Plans, and significantly unique projects need to undergo a consistency review due to the air quality plan strategy being based on projections from local General Plans.

The SCAQMD Air Quality Management Plan (AQMP) is based on regional growth projections developed by Southern California Association of Governments (SCAG). The proposed project would include 197,397 square feet of warehouse use. The proposed project would not house more than 1,000 persons, occupy more than 40 acres of land, or encompass more than 650,000 square feet of floor area. Thus, the proposed project would not be defined as a regionally significant project under CEQA; therefore, it does not meet SCAG's Intergovernmental Review criteria.

The City's General Plan is consistent with the SCAG Regional Comprehensive Plan Guidelines and the SCAQMD AQMP. Pursuant to the methodology provided in Chapter 12 of the SCAQMD CEQA Air Quality Handbook, consistency with the AQMP is affirmed if the project:

1. would not increase the frequency or severity of an air quality standards violation or cause a new violation
2. is consistent with the growth assumptions in the AQMP.

Consistency review is presented as follows:

Referring to Consistency Criterion 1; the project would result in short-term construction and long-term operational pollutant emissions that are all less than the CEQA significance emissions thresholds established by SCAQMD, as demonstrated below; therefore, the project would not result in an increase in the frequency or severity of an air quality standards violation or cause a new air quality standard violation.

Referring to Consistency Criterion 2; the CEQA Air Quality Handbook indicates that consistency with AQMP growth assumptions must be analyzed for new or amended General Plan elements, Specific Plans, and significant projects. Significant projects include airports, electrical generating facilities, petroleum and gas refineries, designation of oil drilling districts, water ports, solid waste disposal sites, and offshore drilling facilities; therefore, the proposed project is not defined as significant. In addition, the proposed project would not require a change to the General Plan land use designation or the current zoning and would be consistent with the City's General Plan and Zoning Ordinance. Therefore, the proposed project would be consistent with the growth assumptions set forth by SCAG and the AQMP.

Based on the consistency analysis presented above, the proposed project would be consistent with the regional AQMP, and impacts would be less than significant.

b) Less than Significant Impact. The Basin is designated as non-attainment for Ozone (O_3) and Particulate Matter less than 2.5 microns ($PM_{2.5}$) for federal standards and non-attainment for O_3, PM_{10}, and $PM_{2.5}$ for State standards. The SCAQMD's nonattainment status is attributed to the region's development history. Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

In developing thresholds of significance for air pollutants, the SCAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. Therefore, additional analysis to assess cumulative impacts is unnecessary. The following analysis assesses the potential project-level construction- and operation-related air quality impacts.

<u>Construction Emissions</u>
During construction, short-term degradation of air quality may occur due to the release of particulate emissions generated by demolition, grading, paving, building, and other activities. Emissions from construction equipment are also anticipated and would include carbon monoxide (CO), nitrogen oxides (NO_x), sulfur oxides (SO_x), volatile organic compounds (VOCs), directly-emitted particulate matter ($PM_{2.5}$ and PM_{10}), and toxic air contaminants (TACs) such as diesel exhaust particulate matter.

Project construction activities would include demolition, grading, site preparation, building, paving, and architectural coating activities. Construction-related effects on air quality from the proposed project would be greatest during the site preparation phase due to the disturbance of soils. If not properly controlled, these activities would temporarily generate particulate emissions. Sources of fugitive dust would include disturbed soils at the construction site. Unless properly controlled, vehicles leaving the site would deposit dirt and mud on local streets, which could be an additional source of airborne dust after it dries. PM_{10} emissions would vary from day to day, depending on the nature and magnitude of construction activity and local weather conditions. PM_{10} emissions would depend on soil moisture, silt content of soil, wind speed, and the amount of operating equipment. Larger dust particles would settle near the source, while fine particles would be dispersed over greater distances from the construction site.

Water or other soil stabilizers can be used to control dust, resulting in emission reductions of 50 percent or more. The SCAQMD has established Rule 403: Fugitive Dust, which would require the applicant to implement measures that would reduce the amount of particulate matter generated during the construction period.

In addition to dust-related PM_{10} emissions, heavy trucks and construction equipment powered by gasoline and diesel engines would generate CO, SO_2, NO_x, VOCs and some soot particulate ($PM_{2.5}$ and PM_{10}) in exhaust emissions. If construction activities were to increase traffic congestion in the area, CO and other emissions from traffic would increase slightly while those vehicles idle in traffic. These emissions would be temporary in nature and limited to the immediate area surrounding the construction site.

Construction emissions were estimated for the project using CalEEMod. Table 2 lists the tentative project construction schedule beginning in June 2023 and ending in May 2024. Table 3 lists the potential construction equipment to be used during project construction under each phase of construction. Other precise details of construction activities are unknown at this time; therefore, default settings (e.g., construction equipment) from CalEEMod were assumed. Table 4 identifies the total annual emissions associated with construction activities. CalEEMod output sheets are included in Appendix A.

Table 2
Tentative Project Construction Schedule

Phase Number	Phase Name	Phase Start Date	Phase End Date	Number of Days/Week	Number of Days
1	Demolition	6/5/2023	8/31/2023	5	64
2	Site Preparation	9/1/2023	9/21/2023	5	15
3	Grading	9/22/2023	10/19/2023	5	20
4	Building Construction	10/20/2023	5/3/2024	5	141
5	Architectural Coating	2/26/2024	5/31/2024	5	70
6	Paving	5/6/2024	5/24/2024	5	15

Source: Compiled by LSA (November 2022).
[1] Overlap between building construction and architectural coating phases.

Table 3
Diesel Construction Equipment Utilized by Construction Phase

Construction Phase	Off-Road Equipment Type	Off-Road Equipment Unit Amount	Hours Used per Day	Horsepower	Load Factor
Demolition	Concrete/ Industrial Saws	1	8	81	0.73
	Excavators	3	8	158	0.38
	Rubber Tired Dozers	2	8	247	0.40
Site Preparation	Rubber Tired Dozers	3	8	247	0.40
	Tractors/Loaders/Backhoes	4	8	97	0.37
Grading	Excavators	2	8	158	0.38
	Graders	1	8	187	0.41
	Rubber Tired Dozers	1	8	247	0.40
	Scrapers	2	8	367	0.48
	Tractors/Loaders/Backhoes	2	8	97	0.37
Building Construction	Cranes	1	7	231	0.29
	Forklifts	3	8	89	0.20
	Generator Sets	1	8	84	0.74
	Tractors/Loaders/Backhoes	3	7	97	0.37
	Welders	1	8	46	0.45
Paving	Pavers	2	8	130	0.42
	Paving Equipment	2	8	132	0.36
	Rollers	2	8	80	0.38
Architectural Coating	Air Compressors	1	6	78	0.48

Source: Compiled by LSA using CalEEMod defaults (November 2022).
CalEEMod = California Emissions Estimator Model

Table 4
Project Construction Emissions

Project Construction	Maximum Pollutant Emissions (lbs./day)					
	VOC	NO_X	CO	SO_X	PM_{10}	PM2.5
Demolition	1.4	34.3	25.7	<0.1	2.7	1.2
Site Preparation	1.3	33.8	23.6	<0.1	10.0	5.5
Grading	2.3	69.0	42.6	0.2	8.6	4.0
Building Construction	1.8	26.3	25.0	0.1	3.2	1.5
Architectural Coating	26.8	2.4	3.0	<0.1	0.5	0.2
Paving	1.4	20.1	17.8	<0.1	0.8	0.7
Maximum (lbs./day)	**28.6**	**69.0**	**42.6**	**0.2**	**10.0**	**5.5**
SCAQMD Thresholds	75.0	100.0	550.0	150.0	150.0	55.0
Exceeds?	**No**	**No**	**No**	**No**	**No**	**No**

Source: Compiled by LSA (January 2023).
Note: Maximum emissions of VOC occurred during the overlapping building construction and architectural coating phases.
CO = carbon monoxide lbs./day = pounds per day
SCAQMD = South Coast Air Quality Management District SOX = sulfur oxides PM10 = particulate matter less than 10 microns in size NOX = nitrogen oxides
PM2.5 = particulate matter less than 2.5 microns in size VOC = volatile organic compounds

As shown in Table 4, construction emissions associated with the project would not exceed the SCAQMD thresholds for VOC, NO_x, CO, SO_X, $PM_{2.5,}$ or PM_{10} emissions. In addition to the construction period thresholds of significance, the project is required to comply with regional rules that assist in reducing short-term air pollutant emissions. SCAQMD Rule 403 requires that fugitive dust be controlled with best-available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. In addition, SCAQMD Rule 403 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site. Even though the project's construction would not exceed any of the emissions thresholds as noted in Table 4, compliance with Rule 403 dust suppression techniques can further reduce the fugitive dust generation (and thus, the PM_{10} component). With compliance with Rule 403, construction of the proposed project would not result in emissions that would cause a cumulatively considerable net increase of any criteria pollutant for which the project is nonattainment under an applicable federal or State ambient air quality standard. Therefore, the proposed project would not lead to new or substantially more severe significant impacts associated with construction-related air quality, and as such, impacts would be less than significant.

Operational Emissions

Long-term air pollutant emission impacts are those associated with mobile sources (e.g., vehicle and truck trips), energy sources (e.g., natural gas), and area sources (e.g., architectural coatings and the use of landscape maintenance equipment) related to the proposed project. PM_{10} emissions result from running exhaust, tire and brake wear, and the entrainment of dust into the atmosphere from vehicles traveling on paved roadways. Entrainment of PM_{10} occurs when vehicle tires pulverize small rocks and pavement, and the vehicle wakes generate airborne dust. The contribution of tire and brake wear is small compared to the other PM emission processes. Gasoline-powered engines have small rates of PM emissions compared with diesel-powered vehicles. Energy source emissions result from activities in buildings for which electricity and natural gas are used. The quantity of emissions is the product of usage intensity (i.e., the amount of natural gas) and the emission factor of the fuel source. Major sources of energy demand for the proposed project could include building mechanical systems, such as heating and air conditioning. Typically, area source emissions consist of direct sources of air emissions located at the project site, including architectural coatings, consumer products, and the use of landscape maintenance equipment. Long-term operation emissions associated with the proposed project were calculated using CalEEMod. Model results are shown in Table 5 below. CalEEMod output sheets are included in Appendix A.

Table 5
Project Operational Emissions

Emission Type	Pollutant Emissions (lbs/day)					
	VOC	**NO_X**	**CO**	**SO_X**	**PM_{10}**	**PM2.5**
Existing Uses Operational Emissions						
Area Sources	4.6	<0.1	0.6	<0.1	0.1	0.1
Energy Sources	<0.1	0.1	0.1	<0.1	<0.1	<0.1
Mobile Sources	3.9	20.6	40.7	0.1	8.9	2.5
Total Project Emissions	**8.5**	**20.7**	**41.4**	**0.1**	**9.0**	**2.6**
Proposed Project Operational Emissions						
Area Sources	4.5	<0.1	<0.1	0.0	<0.1	<0.1
Energy Sources	<0.1	0.4	0.3	<0.1	<0.1	<0.1
Mobile Sources – Vehicles/Light Duty Trucks	1.5	4.8	21.0	0.1	7.3	2.0
Mobile Sources – Heavy Duty Trucks	0.6	34.0	8.1	0.2	6.0	1.9
Total Project Emissions	**6.6**	**39.2**	**29.4**	**0.3**	**13.3**	**3.9**
Net Total Emissions	**-1.9**	**-18.5**	**-12.0**	**0.2**	**4.3**	**1.3**
SCAQMD Thresholds	55.0	55.0	550.0	150.0	150.0	55.0
Significant?	**No**	**No**	**No**	**No**	**No**	**No**

Source: Compiled by LSA (January 2023).
Note: Maximum emissions of VOC occurred during the overlapping building construction and architectural coating phases.
CO = carbon monoxide
lbs/day = pounds per day
SCAQMD = South Coast Air Quality Management District
SOX = sulfur oxides
PM10 = particulate matter less than 10 microns in size
NOX = nitrogen oxides
PM2.5 = particulate matter less than 2.5 microns in size
VOC = volatile organic compounds

The results shown in Table 5 indicate the project would not exceed the significance criteria for VOC, NO_X, CO, SO_X, PM_{10}, or $PM_{2.5}$ emissions; thus, the proposed project would not have a significant effect on regional air quality. Therefore, operation of the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project is nonattainment under an applicable federal or State ambient air quality standard. Impacts would be less than significant.

c) Less than Significant Impact with Mitigation Incorporated. Sensitive receptors are defined as people that have an increased sensitivity to air pollution or environmental contaminants. Sensitive receptor locations include schools, parks and playgrounds, daycare centers, nursing homes, hospitals, and residential dwelling units. The closest sensitive receptor to the project site is Redlands Adventist Academy Kindergarten and Kids Care, located approximately 275 feet southeast of the project site's southern boundary opposite West State Street. Other sensitive receptors include the Redlands Apartments, located approximately 900 feet southeast from the project site southern boundary.

The following section describes the potential impacts on sensitive receptors from construction and operation of the proposed project. Health risk impacts associated with project construction and operation are evaluated separately to correctly estimate the risk for each type of receptor (i.e., sensitive vs. worker locations, since sensitive receptors start at the 3rd trimester and workers start at age 16.) The risk is calculated starting at the 3rd trimester going to 30.25 years, which is broken down into three bins: 3rd trimester to under 2 years; 2 years to under 16 years; and 16 years to 30 years. This is consistent with OEHHA's standard method of calculating a 30-year risk (i.e., the sum of all three bins). The Health Risk Assessment (HRA) analysis and results are presented below; data outputs are included in Appendix A.

Construction Health Risk Assessment

A construction HRA, which evaluates construction-period health risk to off-site receptors, was performed for the proposed project. Table 6, below, identifies the results of the analysis assuming the use of Tier 2 construction equipment, as proposed by the project, at the maximally exposed individual (MEI), which is the nearest sensitive receptor. Model snapshots of the sources are shown in Appendix A.

Table 6
Unmitigated Health Risks from Project Construction to Off-Site Receptors

Location	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index	Acute Inhalation Hazard Index
Worker Receptor Risk	3.31	0.162	0.000
Sensitive Receptor Risk	13.92	0.011	0.000
Day Care Receptor Risk	14.03	0.015	0.000
SCAQMD Significance Threshold	**10.0 in One Million**	**1.0**	**1.0**
Significant?	**Yes**	**No**	**No**

Source: LSA (January, 2023).
SCAQMD = South Coast Air Quality Management District

As shown in Table 6, the maximum cancer risk for the day care receptor MEI would be 14.03 in one million and the sensitive receptor MEI would be 13.92 in one million, which would both exceed the SCAQMD cancer risk threshold of 10 in one million. The worker receptor risk would be lower at 3.31 in one million, which would not exceed the threshold. The total chronic hazard index would be 0.162 for the worker receptor MEI, 0.015 for the day care receptor, and 0.011 for the sensitive receptor MEI, which would all be below the threshold of 1.0. In addition, the total acute hazard index would be nominal (0.000), which would also not exceed the threshold of 1.0. As indicated above, the cancer risk of 14.03 in one million at the day care receptor and 13.92 in one million at the sensitive receptor would exceed SCAQMD thresholds. Therefore, implementation of **Mitigation Measure AIR- 1** would be required to reduce pollutant concentrations during project construction. Table 7 identifies the results of the analysis with implementation of **Mitigation Measure AIR-1**.

Table 7
Mitigated Health Risks from Project Construction to Off-Site Receptors

Location	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index	Acute Inhalation Hazard Index
Worker Receptor Risk	0.59	0.030	0.000
Sensitive Receptor Risk	2.49	0.002	0.000
Day Care Receptor Risk	2.55	0.003	0.000
SCAQMD Significance Threshold	10.0 in One Million	1.0	1.0
Significant?	No	No	No

Source: LSA (January, 2023).
SCAQMD = South Coast Air Quality Management District

As shown in Table 7, the mitigated cancer risk at the day care receptor MEI would be 2.55 in one million and 2.49 in one million at the sensitive receptor MEI, which would not exceed the SCAQMD cancer risk of 10 in one million. Therefore, with implementation of **Mitigation Measure AIR-1**, construction of the

proposed project would not exceed SCAQMD thresholds and would not expose nearby sensitive receptors to substantial pollutant concentrations. Impacts would be less than significant.

Operational Health Risk Assessment

To determine the potential health risk to people living and working near the proposed project associated with the exhaust of diesel-powered trucks and equipment, an operational HRA was conducted for the proposed project. The carcinogenic and chronic health risks from the proposed project are shown in Table 8. The residential risk incorporates both the risk for a child living in a nearby residence for 9 years (the standard period of time for child risk) and an adult living in a nearby residence for 30 years (considered a conservative period of time for an individual to live in any one residence). The HRA model snapshots and outputs are included in Appendix A.

Table 8
Health Risks from Project Operation to Off-Site Receptors

Location	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index	Acute Inhalation Hazard Index
Worker Receptor Risk	7.69	0.020	0.000
Sensitive Receptor Risk	7.49	0.004	0.000
Day Care Receptor Risk	8.05	0.003	0.000
SCAQMD Significance Threshold	**10.0 in one million**	**1.0**	**1.0**
Significant?	**No**	**No**	**No**

Source: LSA (January, 2023).
SCAQMD = South Coast Air Quality Management District

As shown in Table 8, the maximum cancer risk for the day care receptor MEI would be 8.05 in one million and the cancer risk for the sensitive receptor MEI would be 7.49 in one million, which would both be less than the threshold of 10 in one million. The worker receptor risk would be 7.69 in one million. The total chronic hazard index would be 0.004 for the sensitive receptor MEI, 0.003 for the day care receptor MEI, and 0.020 for the worker receptor MEI, all of which are below the threshold of 1.0. In addition, the total acute hazard index would be nominal (0.000), which would also not exceed the threshold of 1.0. As these results show, all health risk levels to nearby residents, workers, and the day care from operation-related emissions of TACs would be well below the SCAQMD's HRA thresholds. No significant health risk would occur from project operation emissions.

In December 2018, in the case of *Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, (Friant Ranch) the California Supreme Court held that an air quality analysis must meaningfully connect the identified air quality impacts to the human health consequences of those impacts, or meaningfully explain why that analysis cannot be provided. As discussed in the SCAQMD Brief filed in the Friant Ranch case, correlating a project's criteria air pollutant emissions to specific health impacts is challenging. The SCAQMD, which has among the most sophisticated air quality modeling and health impact evaluation capability of any of the air districts in the State, and thus it is uniquely situated to express an opinion on how lead agencies should correlate air quality impacts with specific health outcomes noted that it may be "difficult to quantify health impacts for criteria pollutants." SCAQMD used O_3 as an example of why it is impracticable to determine specific health outcomes from criteria pollutants for all but very large, regional-scale projects.

First, forming O_3 "takes time and the influence of meteorological conditions for these reactions to occur, so ozone may be formed at a distance downwind from the sources." Second, "it takes a large amount of additional precursor emissions (NOx and VOCs) to cause a modeled increase in ambient ozone

levels over an entire region," with a 2012 study showing that "reducing NOx by 432 tons per day (157,680 tons/year) and reducing VOC by 187 tons per day (68,255 tons/year) would reduce ozone levels at the SCAQMD's monitor site with the highest levels by only 9 parts per billion"

SCAQMD concluded that it "does not currently know of a way to accurately quantify ozone-related health impacts caused by NOx or VOC emissions from relatively small projects." The San Joaquin Valley Air Pollution Control District (SJVAPCD) ties the difficulty of correlating the emission of criteria pollutants to health impacts to how ozone and particulate matter are formed, stating that "[b]ecause of the complexity of ozone formation, a specific tonnage amount of NOx or VOCs emitted in a particular area does not equate to a particular concentration of ozone in that area." Similarly, the tonnage of PM "emitted does not always equate to the local PM concentration because it can be transported long distances by wind," and "[s]econdary PM, like ozone, is formed via complex chemical reactions in the atmosphere between precursor chemicals such as SOx and NOx," meaning that "the tonnage of PM-forming precursor emissions in an area does not necessarily result in an equivalent concentration of secondary PM in that area." The disconnect between the amount of precursor pollutants and the concentration of ozone or PM formed makes it difficult to determine potential health impacts, which are related to the concentration of ozone and PM experienced by the receptor rather than levels of NOx, SOx, and VOCs produced by a source.

Most local agencies lack the data to do their own assessment of potential health impacts from criteria air pollutant emissions, as would be required to establish customized, locally specific thresholds of significance based on potential health impacts from an individual development project. The use of national or "generic" data to fill the gap of missing local data would not yield accurate results because such data does not capture local air patterns, local background conditions, or local population characteristics, all of which play a role in how a population experiences air pollution. Because it is impracticable to accurately isolate the exact cause of a human disease (for example, the role a particular air pollutant plays compared to the role of other allergens and genetics in cause asthma), existing scientific tools cannot accurately estimate health impacts of the project's air emissions without undue speculation. As previously stated, no significant health risk would occur from project operation emissions, and as such, impacts would be less than significant.

d) Less than Significant Impact. According to the SCAQMD CEQA Air Quality Handbook, land uses associated with odor complaints include agricultural operations, wastewater treatment plants, landfills, and certain industrial operations (such as manufacturing uses that produce chemicals, paper, etc.). During project construction, some odors may be present due to diesel exhaust. However, these odors would be temporary and limited to the construction period. The proposed project would not include any activities or operations that would generate objectionable odors and once operational, the project would not be a source of odors. Therefore, the proposed project would not result in other emissions (such as those leading to odors) affecting a substantial number of people. Impacts would be less than significant.

Mitigation Measures

AIR-1: During construction of the proposed project, the project contractor shall ensure all off-road diesel-powered construction equipment of 50 horsepower or more used for the project is equipped with Level 3 diesel particulate filters or equivalent.

4.4 - Biological Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☐	☑

a) Less than Significant Impact. The project site is significantly disturbed and is almost completely developed. The site is occupied by a residential property and the old La-Z-Boy facility. The Project site is not identified as critical habitat for any sensitive, threatened, or endangered species. Landscaping currently exists onsite; however, the ornamental vegetation is not native habitat. Onsite vegetation includes landscape ornamental trees, and shrubs. Considering the highly developed and disturbed nature of the project site the proposed project would not result in any significant impacts to sensitive species or their habitats.

Special-Status Plants

No special-status plant species are expected to be present on the project site due to the extent of current development and subsequent lack of suitable habitat; therefore, no impacts to special-status plants are anticipated as a result of project implementation.

Special Status Wildlife Species

Special-status wildlife species include those species listed as endangered or threatened under the Federal Endangered Species Act (FESA) or the California Endangered Species Act (CESA); candidates for listing by the U.S. Fish and Wildlife Services or California Department of Fish and Wildlife (USFWS & CDFW respectively); and species of special concern to the CDFW; and birds protected by the CDFW under California Fish and Game Code (CFGC) Sections 3503 and 3513.

No special-status wildlife species are expected to be impacted by project construction due to a lack of suitable habitat and high degree of site disturbance from existing development within and surrounding the project site.

b) No Impact. The project site is located in a heavily developed area of Redlands, and no riparian vegetation or other sensitive natural habitats are present on the project site as indicated in the City's General Plan.[5] Furthermore, no such features were detected by the National Wetlands Inventory at or near the project site.[6] As such, there will be no impacts.

c) No Impact. No state or federally protected wetlands or similar waterways are present on the project site. No wetlands were identified by the National Wetlands Inventory, or the City's General Plan at or near the project site.[7] There is a human-made channel, the Mission Channel, that moves seasonal stream waters immediately north of the project. The proposed project would not impact this waterway as project disturbances would not extend beyond the site boundary. Therefore; there would be no impacts related to wetlands.

d) Less than Significant with Mitigation Incorporated. The City does not maintain any wildlife corridors and the project site is surrounded on all sides by development and surface street features. The Federal Migratory Bird Treaty Act (MBTA; 16 USC sections 703–711) and California Fish and Game Code (CFGC) sections 3503, 3503.5, and 3513 extend protection to many avian species known to occur in the project area. The Eucalyptus trees that would be removed as part of the proposed project are ornamental; however, ornamental trees still have the potential to provide nesting habitat for bird species protected by the CFGC sections 3503 and 3513. In addition, there is potential

for tree-nesting birds to establish nests in the Eucalyptus trees prior to project-related construction. The loss of an active nest of common or special-status bird species and/or their eggs or young as a result of project construction would be considered a violation of the CFGC, section 3503, 3503.5, 3513 and therefore, would be considered a potentially significant impact. Therefore, implementation of **Mitigation Measure BIO-1** would be required to reduce impacts to nesting birds to a less than significant level.

e) Less than Significant Impact. The project would not conflict with local policies or ordinances protecting biological resources. During construction operations, trees and other plant varieties will need to be removed to accommodate current building designs and construction. The removal of trees and plants during construction activities will not interfere with Redlands' Tree Protection Guidelines as outlined in the City's Municipal Code.[8] The Guidelines are applicable to "Native or Specimen trees, Landmark trees, and Public Trees" as defined by the City. Trees on the project site have not been designated as native or specimen by the City, are not of any historic significance that would warrant a landmark designation, and trees on the project site are not located on public land, and do not qualify as public trees. Impacts will be less than significant.

f) No Impact. The City of Redlands is an active participant in the Upper Santa Ana River Wash Habitat Conservation Plan (the Wash Plan).[9] The project site is located south of the plan, outside of its boundaries. The project site is not located within an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other local, regional, or state habitat conservation plan. No impacts would occur.

Mitigation Measures

BIO-1: If vegetation removal is scheduled during the nesting season (typically February 1 to September 1), then a focused survey for active nests shall be conducted by a qualified biologist no more than five (5) days before the beginning of project-related activities (e.g., demolition, excavation, grading and vegetation removal). Surveys must be conducted in proposed work areas, staging and storage areas, and soil, equipment, and material stockpile areas. For passerines and small raptors, surveys must be conducted within a 250-foot radius surrounding the work area (in non-developed areas and where access is feasible). For larger raptors, such as those from the genus *Buteo*, the survey area must encompass a 500-foot radius. Surveys must be conducted by a qualified biologist during weather conditions suited to maximize the observation of possible nests and concentrate on areas of suitable habitat. If a lapse in project-related work of five days or longer occurs, an additional nest survey is required before work can be reinitiated. If nests are encountered during any preconstruction survey, a qualified biologist must determine if it may be feasible for construction to continue as planned without impacting the success of the nest, depending on conditions specific to each nest and the relative location and rate of construction activities. Any nest(s) within the project site shall be monitored by a qualified biologist during vegetation removal if work is occurring directly adjacent to the pre-determined no-work buffer. If the qualified biologist determines construction activities have potential to adversely affect a nest, the biologist will immediately inform the construction manager to halt construction activities within minimum exclusion buffer of 50 feet for songbird nests, and 200 to 500 feet for raptor nests, depending on species and location. Construction activities within the no-work buffer may proceed after a qualified biologist determines the nest is no longer active due to natural causes (e.g., young have fledged, predation or other non-anthropogenic nest failure).

4.4 – Cultural Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 interred outside of dedicated cemeteries?	☐	☑	☐	☐

A *Historical/Archaeological Resource Survey Report* was conducted to assess possible cultural and historical impacts associated with the construction and operation of the project (see Appendix B). The survey was prepared by CRM Tech on February 15th, 2023, and is attached as Appendix B.

a) No Impact. CEQA Guidelines state the term "historical resources" applies to resources that meet any of the criteria for listing on the California Register of Historical Resources.

(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, or represents the work of an important creative individual, or possesses high artistic values.
(4) Has yielded, or may be likely to yield, information important in prehistory or history. (PRC §5024.1(c)).

According to the records search and site visits conducted through the survey, the project site does not include any structure that could be considered historic in nature. In addition, according to the Historical Survey, neither the Former La-Z-Boy Plant nor the unoccupied single-family residence at 360 Kansas Street meet any of the criteria for listing in the California Register of Historical Resources or for local designation, and neither structure qualifies as a "historical resource." Therefore, the project would not result in any adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5 and no impacts would occur.

b) Less than Significant with Mitigation Incorporated. Given that the project site has been substantially disturbed by development over time, any archaeological resources that may exist likely have been previously unearthed, disturbed, or left in place. As such, significant surficial and subsurface archaeological resources are unlikely to occur on the Project site or be encountered during earthwork activities. However, in the unlikely event that archeological materials are uncovered during ground-disturbing activities, and at the request of the Yuhaaviatam of San Manuel Nation (formerly known as the San Manuel Band of Mission Indians), **Mitigation Measures CUL-1 and CUL-2** have been

incorporated to reduce potentially significant impacts. With implementation of Mitigation Measures **CUL-1 and CUL-2**, impacts will be less than significant as a result of construction of the proposed Project.

c) Less than Significant with Mitigation Incorporated. No known human remains are anticipated to be located on or beneath the project site. 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 project, and it is possible to encounter buried human remains during construction. At the request of the Yuhaaviatam of San Manuel Nation (formerly known as the San Manuel Band of Mission Indians), **Mitigation Measure CUL-3** has been incorporated to reduce potentially significant impacts to previously unknown human remains that may be unexpectedly discovered during project implementation. In the unlikely event that human remains are uncovered the contractor is required to halt work in the immediate area of the find and to notify the County Coroner, in accordance with Health and Safety Code § 7050.5, who must then determine whether the remains are of forensic interest. If the Coroner, with the aid of a supervising archaeologist, determines that the remains are or appear to be of a Native American, they must contact the Yuhaaviatam of San Manuel Nation Cultural Resources Department for further investigations and proper recovery of such remains, if necessary. With implementation of **Mitigation Measure CUL-3**, impacts will be less than significant as a result of construction of the proposed Project.

Mitigation Measures

CUL-1: In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

CUL-2: If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

CUL-3: If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

4.5 – Energy

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption or energy resources, during project construction or operation?	☐	☐	☑	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☑	☐

An *Air Quality, Health Risk, Greenhouse Gas, and Energy Impact Report* was prepared for the proposed project by LSA, dated January 2023 (See Appendix A) to evaluate the potential air quality, energy and greenhouse gas impacts associated with the construction and operation of the proposed project. This report is consistent with the guidance and recommendations contained in the South Coast Air Quality Management District's (SCAQMD) California Environmental Quality Act (CEQA) Air Quality Handbook. The information presented below is condensed from the report prepared by LSA in December 2022 and is attached as Appendix A.

a) Less than Significant Impact. Implementation of the proposed project would result in the consumption of electricity, natural gas, and petroleum fuels during construction and operation of the business park / warehousing land uses.

Construction Energy Use

Construction of the proposed project is assumed to begin in June 2023 and end in May 2024. The project would require energy for activities such as the manufacture and transportation of building materials, grading activities, and building construction. Construction of the proposed project would require electricity to power construction-related equipment. Construction of the proposed project would not involve the consumption of natural gas. The construction-related equipment would not be powered by natural gas, and no natural gas demand is anticipated during construction. Transportation energy represents the largest energy use during construction and would occur from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction worker vehicles that would use petroleum fuels (e.g., diesel fuel and/or gasoline). Therefore, the analysis of energy use during construction focuses on fuel consumption. Construction trucks and vendor trucks hauling materials to and from the project site would be anticipated to use diesel fuel, whereas construction workers traveling to and from the project site would be anticipated to use gasoline-powered vehicles. Fuel consumption from transportation uses depends on the type and number of trips, vehicle miles travelled (VMT), the fuel efficiency of the vehicles, and the travel mode. Estimates of fuel consumption (diesel fuel and gasoline) from construction equipment, construction trucks, and construction worker vehicles were based on default construction equipment assumptions and trip estimates from CalEEMod and fuel efficiencies from EMFAC2021. Fuel consumption estimates are presented in Table 9, below.

Table 9
Proposed Project Energy Consumption Estimates During Construction

Energy Type	Total Fuel Consumption	Percentage of Increase Countywide
Diesel Fuel (total gallons)	68,917.10	0.02
Gasoline (total gallons	30,348.00	<0.01
Source: LSA, 2023.		

As indicated in Table 9, the project would consume approximately 68,917.1 gallons of diesel fuel and approximately 30,348.0 gallons of gasoline during construction. Based on fuel consumption obtained from CARB's California Emissions Factor Model, Version 2021 (EMFAC2021), approximately 321.6 million gallons of diesel and approximately 915.5 million gallons of gasoline are estimated to have been consumed from vehicle trips in San Bernardino County in 2022. Therefore, construction of the proposed project would increase the annual construction generated fuel use in San Bernardino County by approximately 0.02 percent for diesel fuel usage and by less than 0.01 percent for gasoline fuel usage. As such, project construction would have a negligible effect on local and regional energy supplies. Furthermore, impacts related to energy use during construction would be temporary and relatively small in comparison to San Bernardino County's overall use of the State's available energy resources. No unusual project characteristics would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in the region or the State. In addition, construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the project. The project would not cause or result in the need for additional energy facilities or an additional or expanded delivery system. For these reasons, fuel consumption during construction would not be inefficient, wasteful, or unnecessary, and impacts would be less than significant.

Operational Energy Use

Operational energy use is typically associated with natural gas use, electricity consumption, and fuel used for vehicle trips associated with a project. Energy consumption was estimated for the proposed project using default energy intensities by land use type in CalEEMod. The proposed project would also result in energy usage associated with gasoline and diesel fuel consumed by project-related vehicle and truck trips. Fuel use associated with vehicle and truck trips generated by the proposed project was calculated based on the project's Traffic Impact Analysis 59, which identifies that the existing conditions typically generate approximately 928 average daily trips and that the proposed project would generate approximately 962 average daily trips, including 681 passenger vehicle trips, 55 two-axle truck trips, 54 three-axle truck trips, and 172 four-axle truck trips. The amount of operational fuel use was estimated using CARB's EMFAC2021 model, which provided projections for typical daily fuel usage in San Bernardino County. Electricity, natural gas, and fuel usage estimates associated with the proposed project are shown in Table 10, below.

As shown in Table 10, the estimated potential net increase in electricity demand associated with the operation of the proposed project is 612,787 kWh per year. Total electricity consumption in San Bernardino County in 2020 was 15,968.5 GWh (15,968,515,536 kWh). Therefore, operation of the proposed project would increase the annual electricity consumption in San Bernardino County by less than 0.01 percent. As also shown in Table 10, the estimated potential net increase in natural gas demand associated with operation of the proposed project is 8,559.3 therms per year. Natural gas consumption in San Bernardino County in 2020 was 527 million therms (527,236,428 therms). Therefore, operation of the proposed project would negligibly increase the annual natural gas consumption in San Bernardino County by less than 0.01 percent.

Table 10
Energy Consumption Estimates During Project Operation

Energy Type	Annual Energy Consumption
Existing Use Operational Energy Consumption	
Electricity Consumption (kWh/year)	623,199.0
Natural Gas Consumption (therms/year)	5,225.9
Proposed Project Operational Energy Consumption	
Electricity Consumption (kWh/year)	1,235,986.0
Natural Gas Consumption (therms/year)	13,785.2
Net Electricity Consumption	612,787.0
Net Natural Gas Consumption	8,559.3
Existing Uses Automotive Fuel Consumption	
Gasoline (gallons/year)	270,581.1
Diesel Fuel (gallons/year)	150,360.6
Proposed Project Automotive Fuel Consumption	
Gasoline (gallons/year)	207,395.2
Diesel Fuel (gallons/year)	272,935.6
Net Gasoline Consumptions	-63,185.9
Net Diesel Fuel Consumption	122,563.0
Source: LSA, 2023.	

Electrical and natural gas demand associated with project operations would not be considered inefficient, wasteful, or unnecessary in comparison to other similar developments in the region. Furthermore, the proposed project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. The project would be required to adhere to all federal, State, and local requirements for energy efficiency, including the Title 24 standards. Title 24 building energy efficiency standards establish minimum efficiency standards related to various building features, including appliances, water and space heating and cooling equipment, building insulation and roofing, and lighting, which would reduce energy usage.

As shown in Table 10, fuel consumption associated with the vehicle trips generated by the proposed project would result in a net decrease of approximately 63,185.9 gallons of gasoline and a net increase of approximately 122,563.0 gallons of diesel from existing conditions. This analysis conservatively assumes that all vehicle trips generated as a result of project operation would be new to San Bernardino County. Based on fuel consumption obtained from EMFAC2021, approximately 321.6 million gallons of diesel and approximately 915.5 million gallons of gasoline will be consumed from vehicle trips in San Bernardino County in 2022. Therefore, vehicle and truck trips associated with the proposed project would increase the annual fuel use in San Bernardino County by approximately less than 0.01 percent for gasoline fuel usage and approximately 0.04 percent for diesel fuel usage. Fuel consumption associated with vehicle trips generated by project operations would not be considered inefficient, wasteful, or unnecessary in comparison to other similar developments in the region, and as such, impacts would be less than significant.

b) Less than Significant Impact. In 2002, the Legislature passed SB 1389, which required the CEC to develop an integrated energy plan every two years for electricity, natural gas, and transportation fuels

for the Integrated Energy Policy Report. The plan calls for the State to assist in the transformation of the transportation system to improve air quality, reduce congestion, and increase the efficient use of fuel supplies with the least environmental and energy costs. To further this policy, the plan identifies a number of strategies, including assistance to public agencies and fleet operators in implementing incentive programs for ZEVs and their infrastructure needs, and encouragement of urban designs that reduce VMT and accommodate pedestrian and bicycle access.

The CEC's 2021 Integrated Energy Policy Report and 2022 Integrated Energy Policy Report Update provide the results of the CEC's assessments of a variety of energy issues facing California. As indicated above, energy usage on the project site during construction would be temporary in nature and would be relatively small in comparison to the overall use in the County. In addition, energy usage associated with operation of the proposed project would be relatively small in comparison to the overall use in San Bernardino County, and the State's available energy resources. Therefore, energy impacts at the regional level would be negligible. Because California's energy conservation planning actions are conducted at a regional level, and because the proposed project's total impact on regional energy supplies would be minor, the proposed project would not conflict with or obstruct California's energy conservation plans as described in the CEC's Integrated Energy Policy Report. Additionally, as demonstrated above, the proposed project would not result in the inefficient, wasteful, and unnecessary consumption of energy. Potential impacts related to conflict with or obstruction of a State or local plan for renewable energy or energy efficiency would be less than significant.

4.6 – Geology and Soils

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 (1997), 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?	☐	☑	☐	☐

a.i) Less than Significant Impact. The City of Redlands is located in a known fault zone according to the Alquist-Priolo Earthquake Fault Zoning Map. Redlands is between the San Andreas fault zone to the northeast, and the San Jacinto fault zone (also referred to as the Loma Linda Fault) to the southwest. The project site is not located within a designated Alquist-Priolo designated fault zone.[10] The Crafton Hills fault zone, also referred to as the Redlands Fault, traverses through the southeastern portion of the city. The project site is located approximately 2 miles northwest of the Crafton Hills fault zone. Redlands is located in a seismically active region with a high potential for seismic hazards and damage to occur. According to the City General Plan, development should be restricted within and near Alquist-Priolo designated fault zones.[11] Furthermore, structures should incorporate design standards recommended by the most current California Building Code (CBC). The project is not located on or near a Alquist-Priolo fault zone, and would adhere to design and repair requirements adopted in the current City of Redlands Code of Ordinances from the 2019 CBC.[12] Design requirements adopted by the city would be sufficient in mitigating seismic hazards to the proposed project, and as such, impacts are determined to be less than significant.

a.ii) Less than Significant Impact. The project site is subject to ground shaking given its proximity to fault zones and Southern California location. Per the City's General Plan, the potential for ground shaking and seismic-related damages are also dependent on the underlying soil composition.[13] The City is built on alluvium materials that can intensify ground shaking. The project site is of no greater risk to ground shaking than another area of Redlands, and while a structure may be damaged during an earthquake, adherence to design requirements adopted from the CBC would minimize damage to property within the structure, as they are designed to not collapse. The CBC is intended to provide minimum requirements to prevent major structural failure and loss of life. Impacts due to ground shaking would be less than significant.

a.iii) Less than Significant Impact. Liquefaction is a form of ground failure that occurs when soil transforms from a solid state to liquefied condition due to intense seismic ground shaking. Liquefaction typically occurs in loose granular materials, such as alluvium-type soils. Saturated soils or areas located near waterways and areas with a high groundwater level are also susceptible to such ground failure. Parts of the City of Redlands are susceptible to liquefaction and ground failure from seismically induced ground shaking. However, the City's General Plan indicates that the project site is not located in an area considered susceptible to liquefaction.[14] Impacts related to seismic-related ground failure and liquefaction will be less than significant.

a.iv) No Impact. The City's General Plan outlines areas in Redlands susceptible to landslides. According to the Healthy Community Element of the Redlands General Plan, the project site is not located in an area with high susceptibility, or even low to medium susceptibility, to landslide or ground subsidence.[15] There are no anticipated impacts related to landslides.

b) Less than Significant Impact. Topsoil is used to cover surface areas for the establishment and maintenance of vegetation due to its high concentrations of organic matter and microorganisms. The project site is located in an already developed area of Redlands, although there is the potential to expose surface soils to wind and water erosion during demolition and construction activities. However, wind erosion would be minimized through soil stabilization measures required by SCAQMD Rule 403 (Fugitive Dust), such as daily watering.[16] Stormwater related erosion would further be prevented through control practices outlined in the Redlands NPDES program.[17] Following project construction, the site itself would consist of mostly impervious surfaces and landscaping. Impacts related to soil erosion would be less than significant with the implementation of existing regulations.

c) Less than Significant Impact. Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. The downslope movement is due to a combination of gravity and ground shaking. Lateral spreading has been observed to generally take place toward a free face (i.e., retaining wall, slope, or channel) and to lesser extent on ground surfaces with a very gentle slope. As previously discussed, the project site is in an area with a low susceptibility to liquefaction, and thus a low potential for lateral spreading to occur on the project site. The project site is located in a flat developed area, and any soil instability on the project site would not cause landslides. The project is required to be constructed in accordance with the CBC, and keeping in compliance with existing CBC regulations would limit hazard impacts arising from unstable soils to less than significant levels.

d) Less than Significant Impact. Construction of the proposed project is required to comply with the California Building Code (CBC); requiring building permits constructed to comply with current building code standards. These standards include consideration of geological and seismic conditions. Soil conditions at the site would be identified and considered as part of the design process. Compliance with existing CBC regulations would limit hazard impacts arising from liquefaction, landslides, lateral spreading, and unstable soils to less than significant.

e) No Impact. The project proposes to install new onsite water and sewer lines that would connect to the existing municipal sewer infrastructure in the surrounding streets. The underground chambers will be in the northwesterly landscape area and fully infiltrate the water volume. The proposed project would connect to this system and would not require the use of septic tanks. No impact will occur.

f) Less than Significant with Mitigation Incorporated. The proposed project site is currently developed in an urbanized area and therefore has no unique paleontological or geological resources on or near it. Development of the proposed warehouse will require demolition of the existing buildings, as well as site preparation, grading, and construction operations. Given that the proposed project site has been previously disturbed, it is considered unlikely that paleontological resources (fossil evidence of life from past geologic time frames) will be found. However, in the event that paleontological materials are uncovered, **Mitigation Measure GEO-1** is incorporated to ensure that uncovered resources are evaluated and curated as recommended by a qualified paleontologist. Impacts to paleontological resources would be less than significant with mitigation incorporation.

Mitigation Measures

GEO-1: If paleontological materials are uncovered during grading or other earth moving activities, the contractor shall be required to halt work in the immediate area of the find, and to retain a professional paleontologist to examine the materials to determine whether it is a significant paleontological resource. If this determination is positive, the resource shall be left in place, if determined feasible by the project paleontologist. Otherwise, the scientifically consequential information shall be fully recovered by the paleontologist. Work may continue outside of the area of the find; however, no further work shall occur

in the immediate location of the find until all information recovery has been completed and a report concerning it filed with the Community Development Director. The applicant shall bear the cost of implementing this mitigation.

4.7 – Greenhouse Gas Emissions

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☑	☐

An *Air Quality, Health Risk, Greenhouse Gas, and Energy Impact Report* was prepared to evaluate the potential air quality, energy and greenhouse gas impacts associated with the construction and operation of the proposed project (see Appendix A). This report is consistent with the guidance and recommendations contained in the South Coast Air Quality Management District's (SCAQMD) California Environmental Quality Act (CEQA) Air Quality Handbook. The information presented below is condensed from the report prepared by LSA in December 2022 and is attached as Appendix A.

a) Less than Significant Impact. Gases that trap heat in the atmosphere and affect regulation of the earth's temperature are known as GHG. Many chemical compounds found in the earth's atmosphere exhibit the GHG property. GHG's allow sunlight to enter the atmosphere freely. When sunlight strikes the earth's surface, it is either absorbed or reflected back toward space. Earth that has absorbed sunlight warms up and emits infrared radiation toward space. GHG absorbs this infrared radiation and "trap" the energy in the earth's atmosphere.

GHG that contribute to climate change are a different type of pollutant than criteria or hazardous air pollutants because climate change is global in scale, both in terms of causes and effects. Some GHG are emitted to the atmosphere naturally by biological and geological processes such as evaporation (water vapor), aerobic respiration (carbon dioxide), and off-gassing from low oxygen environments such as swamps or exposed permafrost (methane); however, GHG emissions from human activities such as fuel combustion (e.g., carbon dioxide) and refrigerants use (e.g., hydrofluorocarbons) significantly contribute to overall GHG concentrations in the atmosphere, climate regulation, and global climate change. The Earth's average near-surface atmospheric temperature rose 0.6 ± 0.2° Celsius (°C) or 1.1 ± 0.4° Fahrenheit (°F) in the 20th century. The prevailing scientific opinion on climate change is that most of the warming observed over the last 50 years is attributable to human activities. The increased amounts of carbon dioxide (CO_2) and other GHGs are the primary causes of the human-induced component of warming. GHGs are released by the burning of fossil fuels, land clearing, agriculture, and other activities, and lead to an increase in the greenhouse.

The 1997 United Nations' Kyoto Protocol international treaty set targets for reductions in emissions of four specific GHG – carbon dioxide, methane, nitrous oxide, and sulfur hexafluoride – and two groups of gases – hydrofluorocarbons and perfluorocarbons. These GHG are the primary GHG emitted into the atmosphere by human activities. Water vapor is also a common GHG that regulates the earth's

temperature; however, the amount of water vapor in the atmosphere can change substantially from day to day, whereas other GHG emissions remain in the atmosphere for longer periods of time. Black carbon consists of particles emitted during combustion; although a particle and not a gas, black carbon also acts to trap heat in the Earth's atmosphere. The six common GHG are described below.

- **Carbon Dioxide (CO_2)**. CO_2 is released to the atmosphere when fossil fuels (oil, gasoline, diesel, natural gas, and coal), solid waste, and wood or wood products are burned.
- **Methane (CH_4)**. CH_4 is emitted during the production and transport of coal, natural gas, and oil. Methane emissions also result from the decomposition of organic waste in municipal solid waste landfills and the raising of livestock.
- **Nitrous Oxide (N_2O)**. N_2O is emitted during agricultural and industrial activities, as well as during combustion of solid waste and fossil fuels.
- **Sulfur Hexafluoride (SF_6)**. SF_6 is commonly used as an electrical insulator in high voltage electrical transmission and distribution equipment such as circuit breakers, substations, and transmission switchgear. Releases of SF_6 occur during maintenance and servicing as well as from leaks of electrical equipment.
- **Hydrofluorocarbons (HFCs) and Perfluorocarbons (PFCs)**. HFCs and PFCs are generated in a variety of industrial processes. Although the amount of these gases emitted into the atmosphere is small in terms of their absolute mass, they are potent agents of climate change due to their high global warming potential.

GHG can remain in the atmosphere long after they are emitted. The potential for a particular greenhouse gas to absorb and trap heat in the atmosphere is considered its global warming potential (GWP). The reference gas for measuring GWP is CO_2, which has a GWP of one. By comparison, CH_4 has a GWP of 28, which means that one molecule of CH_4 has 28 times the effect on global warming as one molecule of CO_2. Multiplying the estimated emissions for non-CO_2 GHG by their GWP determines their CO_2 equivalent (CO_2e), which enables a project's combined GWP to be expressed in terms of mass CO_2 emissions.

Project GHG Emissions

The City of Redlands total emissions were 419,417 $MTCO_2e$ per year in 2015. The emissions inventory covers direct and indirect GHG emissions from sources within the boundaries of Redlands. The emissions inventory tallies emissions from ten sectors. The largest sector is transportation at approximately 41 percent, followed by residential and commercial sectors at approximately 23 and 17 percent, respectively. Off-road equipment is 8 percent of the total emissions. Industrial and solid wastes are 5 percent and 4 percent of the total emissions, respectively. Public lighting, water transport, distribution and treatment, and wastewater are all less than 1 percent of the total emissions.

Short-term Emissions

Construction activities associated with the proposed project would produce combustion emissions from various sources. During construction, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically use fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO_2, CH_4, and N_2O. Furthermore, CH_4 is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

As indicated above, the SCAQMD does not have an adopted threshold of significance for construction-related GHG emissions. However, lead agencies are required to quantify and disclose GHG emissions that would occur during construction. The SCAQMD then requires the construction GHG emissions to

be amortized over the life of the project, defined by the SCAQMD as 30 years[i], added to the operational emissions, and compared to the applicable interim GHG significance threshold tier.

Using CalEEMod, it is estimated that the project would generate approximately 690.1 $MTCO_2e$ during construction of the project. When annualized over the 30-year life of the project, annual emissions would be 23.0 $MTCO_2e$. Table 11 lists the construction GHG emissions (details are provided in the CalEEMod output in Appendix A). Construction emissions would be temporary in nature and would only occur for the duration of the construction period.

Table 11
Construction Greenhouse Gas Emissions

Construction Year	Annual Emissions (MT/yr.)			
	CO_2	CH_4	N_2O	CO_2e
2023	428.0	0.1	<0.1	436.7
2024	249.9	<0.1	<0.1	253.4
Total Construction GHG Emissions				**690.1**
Amortized Annual Construction GHG Emissions				**23.0**

Source: Compiled by LSA (January 2023).
MT/yr. = metric tons per year
N_2O = nitrous oxide
CH_4 = methane
CO_2 = carbon dioxide
CO_2e = carbon dioxide equivalent

Long-term Emissions

Long-term GHG emissions are typically generated from mobile sources (e.g., vehicle trips), area sources (e.g., maintenance activities and landscaping), indirect emissions from sources associated with energy consumption, waste sources (land filling and waste disposal), and water sources (water supply and conveyance, treatment, and distribution). Mobile-source GHG emissions would include project-generated vehicle and truck trips to and from the project. Area-source emissions would be associated with activities such as landscaping and maintenance on the project site. Energy source emissions would be generated at off-site utility providers because of increased electricity demand generated by the project. Waste source emissions generated by the proposed project include energy generated by land filling and other methods of disposal related to transporting and managing project-generated waste. In addition, water source emissions associated with the proposed project are generated by water supply and conveyance, water treatment, water distribution, and wastewater treatment. Following guidance from the SCAQMD, GHG emissions were estimated for the operational year of 2024 using CalEEMod. Table 12 shows the calculated GHG emissions for the proposed project.

[i] The SCAQMD has identified the average operational lifespan of buildings to be 30 years. Website: http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/ghgattachmente.pdf [accessed November 2022].

Table 12
Greenhouse Gas Emissions

Emissions Source	Operational Emissions (MT/yr.)				
	CO_2	CH_4	N_2O	CO_2e	% of Total
Existing Uses					
Area Sources	<0.1	<0.1	<0.1	0.3	<1
Energy Sources	138.4	<0.1	<0.1	139.1	5
Mobile Sources	2,255.6	<0.1	<0.1	2,327.2	86
Waste Sources	37.2	2.2	0.0	92.1	3
Water Sources	117.8	1.5	<0.1	165.1	6
Total Existing Uses Emissions				**2,723.8**	**100**
Proposed Project Emissions					
Area Sources	<0.1	<0.1	0.0	<0.1	<1
Energy Sources	292.7	<0.1	<0.1	294.3	6
Mobile Sources – Vehicles/Light Duty Trucks	1,199.1	<0.1	<0.1	1,218.8	24
Mobile Sources – Heavy Duty Trucks	3,099.5	0.1	0.5	3,249.2	65
Waste Sources	37.7	2.2	0.0	93.4	2
Water Sources	124.3	1.5	<0.1	172.5	3
Total Project Operational Emissions				**5,028.2**	**100**
Amortized Construction Emissions				23.0	-
Total Annual Emissions				**5,051.2**	-
Total Net Annual Emissions				**2,304.4**	-
SCAQMD Threshold				3,000	-
Exceed Threshold?				**No**	-

Source: Compiled by LSA (January 2023).
MT/yr. = metric tons per year
N_2O = nitrous oxide
CH_4 = methane
CO_2 = carbon dioxide
CO_2e = carbon dioxide equivalent

As discussed above, a project would have less than significant GHG emissions if it would result in operational-related GHG emissions of less than 3,000 MT CO_2e/yr. Based on the analysis results, the proposed project would result in an increase of approximately 2,304.4 MT CO_2e/yr. Therefore, operation of the proposed project would not generate significant GHG emissions that would have a significant effect on the environment. As such, impacts would be less than significant.

b) Less than Significant Impact. The proposed project would not conflict with the City of Redlands' Climate Action Plan, the San Bernardino Greenhouse Gas Reduction Plan, the 2022 Scoping Plan, or the 2020-2045 RTP/SCS. The project's consistency with these plans is described in more detail below.

Climate Action Plan

As described above, the City adopted a CAP in December 2017. The consistency of the project with the goals of this CAP fulfills the CEQA goal of fully informing local-agency decision-makers of the environmental impact of the project under consideration at a stage early enough to ensure that GHG emissions are addressed. The proposed project would be consistent with the transportation goals of the CAP by providing additional parking options for electric vehicles and carpool/vanpool vehicles. The proposed project would also be consistent with the CAP goal of increasing energy efficiency in new buildings by complying with the latest California Building Code (Title 24), including the latest CALGreen Code standards. Construction of the project would include a diversion of construction waste from landfills to recycling consistent with current local and State standards and CAP goals to increase

diversion and reduction of waste. As such, the proposed project would be consistent with applicable CAP goals.

San Bernardino County Regional Greenhouse Gas Reduction Plan

As discussed above, the City of Redlands was a participant in the San Bernardino County Regional Greenhouse Gas Reduction Plan, which identifies the County's vision and goals on reducing GHG emissions in the different cities, local government facilities, and communities. Table 13 below presents the proposed project's compliance with each reduction measure evaluated for the City of Redlands, as identified in the San Bernardino County Regional Greenhouse Gas Reduction Plan.

Table 13
Project Consistency with City of Redlands GHG Reduction Measures

Measure	Description	Project Consistency
	Building Energy	
Policies	• **8-A.10:** Integrate trees and shade into the built environment to mitigate issues such as stormwater runoff and the urban heat island effect. • **8-P.1:** Promote energy efficiency and conservation technologies and practices that reduce the use and dependency on nonrenewable resources of energy by both City government and the community. • **8-P.2:** Promote energy awareness community-wide by educating the community regarding energy audits and incentive programs (tax credits, rebates, exchanges, etc.) available for energy conservation. • **8-P.3:** Proactively review and update City plans, resolutions, and ordinances to promote greater energy efficiency in both existing and new construction in regard to site planning, architecture, and landscape design. • **8-A.14**: Seek funding programs to assist low and moderate-income households in energy conservation. • **8-A.12:** Explore participating in new high-efficiency technology programs such as LED lighting for City facilities, safety lighting in parks and other public spaces, and LED street lighting conversion for all City-owned streetlights. • **8-P.10:** Demonstrate leadership by reducing the use of energy and fossil fuel consumption in municipal operations, including transportation, waste reduction, and recycling, and by promoting efficient building design and use. • **8-P.9**: Undertake initiatives to enhance sustainability by reducing the community's GHG emissions. • **8-A.20:** Support energy resiliency through a diversified system of energy sources including zero and near-zero emission technologies.	***Not Applicable.*** This measure is not applicable as the City would be responsible for implementing this measure. However, the proposed project would comply with the CALGreen Code, regarding building energy efficiency and other green building standards. In addition, the proposed project would include approximately 81,630 sq ft of ornamental landscaping that would cover 17 percent of the site.

	• **8-A.21**: Support the development of distributed energy resources (DER), such as combined heat and power (CHP) from microturbines, fuel cells, etc., to assist in local energy security.	
	On-Road	
Policies	• **8-P.10:** Demonstrate leadership by reducing the use of energy and fossil fuel consumption in municipal operations, including transportation, waste reduction, and recycling, and by promoting efficient building design and use. • **8-A.7:** Seek alternatives to reduce non-renewable energy consumption attributable to transportation within the Planning Area. Seek funding and other assistance from the South Coast Air Quality Management District (AQMD) for installation of electric vehicle charging stations at appropriate locations throughout the City. • **4-P.44**: Provide choices for travel options, including walking, biking, vehicular, and transit. • **4-P.52**: Encourage stops of larger trains (Metrolink) in stations that can adequately accommodate their size and have greater availability of and access to parking. • **4-P.41**: Foster a connected, accessible, and active community by creating attractively designed pedestrian- and transit-oriented villages with a mix of uses in a compact area. • **4-A.105:** Create an active and compact transit-oriented core with a mix of residential and commercial/office uses. Allow for the reuse of commercial sites as office centers. San Bernardino Council of Governments Reduction Profiles—Redlands San Bernardino County Regional Greenhouse Gas Reduction Plan 3-156 March 2021 ICF 4-A.101: Implement bicycle route improvements that provide intra-City and regional connections, connecting to Loma Linda, the City of San Bernardino, and north to the Santa Ana River Trail. **4-A.100**: Provide streetscape improvements along the major corridors of California Street and Redlands Boulevard to enhance comfort and safety for all modes of travel. • **4-A.116**: Implement bicycle route improvements that provide strong east-west connections to other Transit Villages as well as north-south connections to improve access to existing neighborhoods to the north. Routes would include the Orange Blossom Trail, the Lugonia Trail on New York Street, and a route along Texas Street.	***Not Applicable.*** The proposed project would include a speculative warehouse building. Future tenants of the building would implement mass transit encouragement measures as applicable.

	8-P.9: Undertake initiatives to enhance sustainability by reducing the community's GHG emissions.	
	Off-Road	
Policies	**8-P.9:** Undertake initiatives to enhance sustainability by reducing the community's GHG emissions.	***Consistent.*** The proposed project would comply with the CALGreen Code, regarding water conservation and green building standards. In addition, the proposed project would include electric vehicle spaces.
	Solid Waste Management	
Policies	• **8-P.10:** Demonstrate leadership by reducing the use of energy and fossil fuel consumption in municipal operations, including transportation, waste reduction, and recycling, and by promoting efficient building design and use. **8-A.42:** Adopt a construction and demolition waste recycling ordinance that requires, except in unusual circumstances, all construction, demolition and renovation projects that meet a certain size or dollar value to divert from landfills 100 percent of all cement concrete and asphalt concrete, and an average of at least 75 percent of all remaining non-hazardous debris	***Consistent.*** The proposed project would be consistent with County Solid Waste and State requirements for waste reduction.
	Wastewater Treatment	
Policies	• **8-A.29:** Reduce consumption of carbon-based fuels for conveyance and treatment of water and wastewater. **8-A.27**: Seek funding sources to implement renewable energy sources determined to be feasible for water and wastewater operations.	***Consistent.*** The proposed project would comply with the CALGreen Code, regarding water conservation and green building standards.
	Water Conveyance	
Policies	• **8-P.4**: Promote residential and commercial water conservation using multiple strategies. • **8-P.5:** Conserve the highest quality of water reasonably available for domestic use. • **8-P.6:** Minimize dependence on imported water through efficient use of local surface sources, using wise groundwater management practices, conservation measures, and the use of reclaimed wastewater and non- potable water for irrigation of landscaping and agriculture, where feasible. **8-P.8**: Promote sustainability by reducing the community's greenhouse gas (GHG) emissions and fostering green development patterns – including buildings, sites, and landscapes.	***Not Applicable.*** This measure is not applicable as the City would be responsible for implementing this measure. However, the proposed project would comply with the CALGreen Code, regarding water conservation and green building standards.

Source: Compiled by LSA (November 2022).
CALGreen Code = California Green Building Standards
Code GHG = greenhouse gas
sq ft = square feet

2022 Scoping Plan

The following discussion evaluates the proposed project according to the goals of the 2022 Scoping Plan, EO B-30-15, SB 32, and AB 197. EO B-30-15 added the immediate target of reducing GHG emissions to 40 percent below 1990 levels by 2030. CARB released a second update to the Scoping Plan, the 2017 Scoping Plan, to reflect the 2030 target set by EO B-30-15 and codified by SB 32. SB 32 affirms the importance of addressing climate change by codifying into statute the GHG emissions reductions target of at least 40 percent below 1990 levels by 2030 contained in EO B-30-15. SB 32 builds on AB 32 and keeps the State on the path toward achieving its 2050 objective of reducing emissions to 80 percent below 1990 levels. The companion bill to SB 32, AB 197, provides additional direction to the CARB related to the adoption of strategies to reduce GHG emissions. Additional direction in AB 197 intended to provide easier public access to air emissions data that are collected by CARB was posted in December 2016.

In addition, the 2022 Scoping Plan assesses progress toward the statutory 2030 target, while laying out a path to achieving carbon neutrality no later than 2045. The 2022 Scoping Plan focuses on outcomes needed to achieve carbon neutrality by assessing paths for clean technology, energy deployment, natural and working lands, and others, and is designed to meet the State's long-term climate objectives and support a range of economic, environmental, energy security, environmental justice, and public health priorities.

The 2022 Scoping Plan focuses on building clean energy production and distribution infrastructure for a carbon-neutral future, including transitioning existing energy production and transmission infrastructure to produce zero-carbon electricity and hydrogen, and utilizing biogas resulting from wildfire management or landfill and dairy operations, among other substitutes. The 2022 Scoping Plan states that in almost all sectors, electrification will play an important role. The 2022 Scoping Plan evaluates clean energy and technology options and the transition away from fossil fuels, including adding four times the solar and wind capacity by 2045 and about 1,700 times the amount of current hydrogen supply. As discussed in the 2022 Scoping Plan, EO N-79-20 requires that all new passenger vehicles sold in California will be zero-emission by 2035, and all other fleets will have transitioned to zero-emission as fully possible by 2045, which will reduce the percentage of fossil fuel combustion vehicles.

Energy efficient measures are intended to maximize energy efficiency building and appliance standards, pursue additional efficiency efforts including new technologies and new policy and implementation mechanisms, and pursue comparable investment in energy efficiency from all retail providers of electricity in California. In addition, these measures are designed to expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings. The proposed project would be required to comply with the latest Title 24 standards of the CCR, established by the CEC, regarding energy conservation and green building standards.

Water conservation and efficiency measures are intended to continue efficiency programs and use cleaner energy sources to move and treat water. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions. As noted above, the proposed project would be required to comply with the latest Title 24 standards of the CCR, which includes a variety of different measures, including reduction of wastewater and water use. Therefore, the proposed project would not conflict with any of the water conservation and efficiency measures.

The goal of transportation and motor vehicle measures is to develop regional GHG emissions reduction targets for passenger vehicles. The second phase of Pavley standards will reduce GHG emissions from new cars by 34 percent from 2016 levels by 2025, resulting in a 3 percent decrease in average vehicle

emissions for all vehicles by 2020. Vehicles traveling to the project site would comply with the Pavley II (LEV III) Advanced Clean Cars Program. Therefore, the proposed project would not conflict with the identified transportation and motor vehicle measures.

2020-2045 RTP/SCS

SCAG's RTP/SCS identifies that land use strategies that focus on new housing and job growth in areas served by high quality transit and other opportunity areas would be consistent with a land use development pattern that supports and complements the proposed transportation network. The core vision in the 2020–2045 RTP/SCS is to better manage the existing transportation system through design management strategies, integrate land use decisions and technological advancements, create complete streets that are safe to all roadway users, preserve the transportation system, and expand transit and foster development in transit oriented communities. The 2020–2045 RTP/SCS contains transportation projects to help more efficiently distribute population, housing, and employment growth, as well as forecast development that is generally consistent with regional-level general plan data. The forecasted development pattern, when integrated with the financially constrained transportation investments identified in the 2020–2045 RTP/SCS, would reach the regional target of reducing GHG emissions from autos and light-duty trucks by 19 percent by 2035 (compared to 2005 levels). The 2020–2045 RTP/SCS does not require that local general plans, specific plans, or zoning be consistent with the 2020–2045 RTP/SCS, but provides incentives for consistency for governments and developers.

Implementing SCAG's RTP/SCS will greatly reduce the regional GHG emissions from transportation, helping to achieve statewide emissions reduction targets. As stated above, the proposed project would result in a minimal increase in daily trips compared to existing conditions and would in no way conflict with the stated goals of the RTP/SCS; therefore, the proposed project would not interfere with SCAG's ability to achieve the region's GHG reduction target of 19 percent below 2005 per capita emissions levels by 2035. Furthermore, the proposed project is not regionally significant per State CEQA Guidelines Section 15206 and as such, it would not conflict with the SCAG RTP/SCS targets since those targets were established and are applicable on a regional level.

Based on the nature of the proposed project, it is anticipated that implementation of the proposed project would not interfere with SCAG's ability to implement the regional strategies outlined in the RTP/SCS.

4.8 – Hazards and Hazardous Materials

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☑	☐

A *Phase I Environmental Site Assessment (ESA)*, dated March 31st, 2022, was prepared for the project by Roux Associates, Inc. (see Appendix C). The ESA was performed on both parcels associated with the project; APNs 0292-192-11-0000 at 301 Tennessee Street and 0292-192-14-0000 at 360 Kansas Street. Those parcels will be referred to as Parcel 1 and 2 respectively. The information in this section relates to hazards and hazardous wastes and is based on the information and analysis provided in the Phase I ESA.

a) Less than Significant Impact with Mitigation Incorporated. Implementation of the project could create significant hazards as a result of the routine transport, use, or disposal of hazardous materials during the construction of the proposed project and subsequent operation of the project. The results of the Phase I Environmental Site Assessment found evidence of three Recognized Environmental Conditions (RECs) representing the presence or likely presence of hazardous substance at the property. The identified RECs include: (1) releases at a former fire suppression water trap; (2) leaks from a former 300-gallon gasoline underground storage tank (UST); and (3) a leaking former solvent degreaser.

(1) Fire Suppression Trap. The first REC is a former fire suppression fire trap located on Parcel 1 and involves the release (leak) of volatile organic compounds (VOCs) primarily consisting of trichloroethene (TCE) and tetrachloroethene (PCE) into the soil. A soil investigation conducted in 1994 identified soil impacted by VOCs and total petroleum hydrocarbons (TPH) in the vicinity of a former "fire suppression water overflow collection trap (seepage pit)". Later soil investigations on Parcel 1 further suggested the origin of contamination was the seepage pit. Impacted soil vapor throughout Parcel 1 is limited to the upper 15 feet, except for the suspected seepage pit, where prior investigations have reported TCE in the soil vapor up to 95 feet below ground surface (bgs). Groundwater samples collected at a permanent monitoring well at the seepage pit (MW-1) have indicated TCE concentrations slightly exceeding drinking standards. Furthermore, indoor air investigations conducted within the former La-Z-Boy building on Parcel 1, identified indoor air impacted by VOCs. The impacts to indoor air are potentially the result of vapor intrusion but are considered more likely to be caused by foam roofing material known to contain (and potentially off-gas) PCE.

(2) Underground Storage Tank. According to records made available by the County of San Bernardino Fire Protection District: Hazardous Materials Division (CSBFD-HMD), the second REC is a 300-gallon gasoline UST formerly located on Parcel 2, approximately 50 feet north of the current residential building. The former UST was removed June 26, 1995, under the supervision of the CSBFD-HMD. A closure letter was issued July 3, 1995, however, in the opinion of the ESA, the closure investigation conducted at the time does not meet current regulatory requirements. Confirmation samples taken at the time did not report VOCs and TPH-gasoline above reporting limits.

(3) Former Solvent Degreaser. Records provided by the South Coast Air Quality Management District (SCAQMD) indicate a former solvent degreaser was installed on site in 1984. No site plans or any records or actions to abandon the degreaser were reviewed by Roux in preparation for the ESA and is considered a data gap. However, given the use of chlorinated solvents used, it is considered an REC as well.

No Controlled Recognized Environmental Conditions (cRECs) or Historical RECs (hRECs) were identified in the Phase I ESA.

Other Environmental Features. The Phase I ESA did acknowledge the existence of Other Environmental Features (OEFs) as "environmental conditions that do not meet the definition of a REC,

but which may warrant mention in a comprehensive Phase I ESA." OEFs identified in the assessment include former agricultural operations and pesticide usage, a former on-site railroad spur, hazardous chemical storage (degreaser, wax, diesel, and hydraulic fluid), and an unused groundwater well to the east of the residential building on Parcel 2.

A Limited Phase II Site Investigation was prepared by GSI Environmental Inc. for Acc Bld, LLC: Redlands, dated April 1, 2022, and was reviewed by Roux in preparation for this assessment. GSI installed two temporary groundwater monitoring wells at the southern boundary of Parcel 1 for soil vapor monitoring. A total of 46 samples, 23 from each well, were analyzed for VOCs. No VOCs were reported above laboratory reporting limits in the second well (GSI-B2). VOCs detected in the first well (GSI-B1) (chloroform, 1,1-DCE, and TCE) were detected, but were below applicable limits. VOCs were not detected in the grab groundwater samples collected from GSI-B1 and GSI-B2 temporary monitoring wells. TCE, 1,1-DCA and 1,1-DCE were detected above applicable Screening levels in the previously existing MW-1; and GSI concluded that there is a VOC contamination at the northern portion of the project site, near MW-1, and that such VOC concentrations have slightly impacted the groundwater. GSI recommended the implementation of a soil vapor extraction (SVE) to remediate soil at the project site, and recommends groundwater monitoring only, not remediation.

Short-term Activities (Construction): Project construction activities would involve the temporary use and transport of fuels, equipment, earth and building materials, among other potentially hazardous materials. The contractor would be required to develop and adhere to a Health and Safety Plan, which pursuant to California state Health and Safety Code Chapter 6.95, Division 20 (§§ 25500-25532), would minimize potentially hazardous effects of handling potentially hazardous materials during construction.[18] Construction operations would require the removal, clean up, and proper disposal of RECs and OEFs identified at the project site. The project will be in the jurisdiction of, and in compliance with, the Environmental Protection Agency (EPA) and County of San Bernardino, which manage the inspection, regulation, transportation, use, and disposal of hazardous materials in Redlands

Past and ongoing soil and groundwater testing has identified areas of contaminated soil on the project site. Onsite soils must meet state health standards for industrial uses to minimize potential public or worker health conditions during and after grading. Implementation of **Mitigation Measure HAZ-1**, which requires soil testing and removal of contaminated soils (if found), would help assure onsite soils meet applicable health and safety standards during project grading and prior to any new occupancy of the project site.

Construction activities may also involve the placement of remediation equipment or improvements within the proposed project – these improvements are incorporated into **Mitigation Measures HAZ-2 through HAZ-4**. **Mitigation Measure HAZ-2** requires implementation of on-site soil vapor extraction (SVE) system remediation activities, Mitigation Measure HAZ-3 requires installation of a vapor intrusion mitigation system (VIMS) beneath the proposed warehouse, and HAZ_4 requires preparation of a soil management plan (SMP). With implementation of these measures, potential impacts to the surrounding area from the disposal or transport of onsite hazardous materials or waste will be reduced to less than significant levels.

Long-term Activities (Operation)
With regard to project operation, the site is zoned as Light Industrial, which allows light manufacturing, warehousing, storage, and office uses. The proposed project is a warehouse, meant for the storage and movement of materials. The specific materials moved through the proposed industrial facility site are unknown prior to its construction, however 10% of storage space is being designated for cold storage usage. In compliance with the San Bernardino County Hazardous Waste Management Plan (HWMP), the City of Redlands requires businesses that use or generate hazardous materials to keep

an inventory of the amounts and types on-site. The transport, use, and/or disposal of hazardous materials is not associated with or expected with this project. The project will generate limited amounts of Household Hazard Waste (HHW), wastes prohibited or discouraged from being disposed of at local landfills. The San Bernardino County Fire Protection District operates a Household Hazardous Waste Program, with 14 permanent HHW collection facilities. These facilities will allow easy disposal of any HHW generated on-site. Through adherence to local regulations, the use of common household hazardous materials, created waste, and their disposal do not present a substantial health risk to the community. Impacts associated with the routine transport, use, or disposal of hazardous materials or wastes would be less than significant.

Remediation and Monitoring

Based on past onsite hazmat contamination conditions, safe operation of the new warehouse will depend on the success of ongoing and planned remediation activities (if needed) during project construction, and monitoring activities (if needed) post construction. **Mitigation Measures HAZ-2 through HAZ-4** address the potential remediation and monitoring activities on the site that may be needed to reduce impacts related to past contamination of the site by hazardous materials.

Based on this analysis, the project will not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. With implementation of the recommended mitigation measures and related regulatory compliance, potential impacts will be reduced to less than significant levels.

b) Less than Significant Impact with Mitigation Incorporated. According to the State Water Resources Control Board there are no open cases of leaking underground storage tanks (LUST) on site (see section 4.8d below). A 300-gallon gasoline UST located on Parcel 2 was removed June 26, 1995, under the supervision of the CSBFD-HMD. A Phase I ESA was conducted on Parcel 2 by Northgate Environmental Management, Inc. (Northgate) on June 10, 2020. Roux reviewed this report, which did not identify any hRECs on the property, and identified one REC related to the former UST previously discussed. The ESA did not suggest any additional recommendations. Per the Phase II Site Investigation prepared by GSI Environmental Inc., it was concluded that there is a VOC contamination at the northern portion of the project site (Parcel 1), and that the VOC concentrations have slightly impacted the groundwater. Recommendations include the implementation of soil vapor extraction (SVE) to remediate soil at the project site, and groundwater monitoring. Although the various hazmat studies indicate the VOC concentrations may not present a significant hazard to the public or environment, potential impacts from the subsurface release of hazardous materials into the environment would be reduced to less than significant levels by implementation of **Mitigation Measures HAZ-1 through HAZ-**4 as discussed in Threshold 4.8.a above.

Other environmental features of possible concern identified in the ESA may create a potential hazard to the public or environment. The project site was once used for agricultural purposes from the early 1900s to the mid-1960s; and as such pesticide usage most likely occurred. Furthermore, a rail line from the Southern Pacific Railroad previously ran along what is currently State Street. A railroad spur was identified to be present at the project site from at least 1967 to the late 1980s. A shallow soil investigation conducted in 2019 and tested for organochlorine pesticides (OCPs), heavy metals, TPH, and semi-volatiles organic compounds (SVOCs). According to the investigations, no compounds were detected above applicable screening levels or typical background concentrations. Additionally, hazardous chemicals were stored on site at the former La-Z-Boy facilities. No significant staining was observed during the ESA that could be attributed to hazardous material storage. Stained or shallow contaminated soils should be disposed of if encountered with regard to local requirements.

Based on this analysis, impacts to the public through the accidental release of hazardous materials would be reduced to less than significant levels by implementation of **Mitigation Measures HAZ-1 through HAZ-4** as discussed in Threshold 4.8.a above.

c) Less than Significant Impact with Mitigation Incorporated. The Redlands Adventist Academy (grades K-12) is located at 130 Tennessee Street, approximately 0.1-mile southeast of the project site, while the Arrowhead Christian Academy Upper School (grades 9-12) is located at 105 Tennessee Street approximately 0.1-mile south of the project site. As discussed in Thresholds 9.a and 9.b above, the project has some potential to result in the release of hazardous materials during remediation, grading, or construction related to remediation of the existing contamination. However, implementation of **Mitigation Measures HAZ-1 through HAZ-4** would help ameliorate any significant impacts to local schools during project construction or operation. Therefore, the project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. With the recommended mitigation any impacts would be reduced to less than significant levels.

d) No Impact. The proposed project is not located on a site listed on the state *Cortese List*, a compilation of various sites throughout the state that have been compromised due to soil or groundwater contamination from past uses.[19] Based upon review of the *Cortese List*, the project site is not:

- listed as a hazardous waste and substance site by the Department of Toxic Substances Control (DTSC),[20]
- listed as a leaking underground storage tank (LUST) site by the State Water Resources Control Board (SWRCB),[21]
- listed as a hazardous solid waste disposal site by the SWRCB,[22]
- currently subject to a Cease and Desist Order (CDO) or a Cleanup and Abatement Order (CAO) as issued by the SWRCB,[23] or
- developed with a hazardous waste facility subject to corrective action by the DTSC.[24]

Based on the above review of the Cortese List, the proposed project would not create a significant hazard to the public or the environment. No impact would occur.

e) Less than Significant Impact. The project site is located approximately 4 miles south of the San Bernardino International Airport (SBIA), and 5 miles west of the Redlands Municipal Airport. The project site is outside of the SBIA and Redlands Airport noise contour maps (See Noise Appendix D). The proposed project would adhere to noise and safety policies in Redlands' General Plan.[25] The project site is not located within two miles of a local airport and would not create excessive noise to local residents. Impacts would be less than significant.

f) Less than Significant Impact. Construction of the proposed project would not interfere with access for emergency personnel or the evacuation of onsite staff. Access to the project site would be available through four driveways; one on State Street, two on Tennessee Street, and one on Kansas Street. A 30-foot fire lane would connect all four driveways and wraps around the perimeter of the proposed warehouse except for the southern facing side of the building. Construction operations conducted at the project site would not significantly impede the flow of traffic on major evacuation routes in and around the City of Redlands, which include Interstates 10, 15, 210, and 215, and State Highways 30, 60, 66, 71, and 83. The project would not impair implementation of or physically interfere with an adopted emergency response plan or evacuation plan because no permanent public street or lane closures are proposed. Construction work in the street associated with the project would be limited to a nominal potential traffic diversion. Project impacts would be less than significant.

g) Less than Significant Impact. The project site is not located within or near any State Responsibility Areas or other wildland areas; the nearest such area being in adjacent Loma Linda as part of the San Timoteo Canyon.[26] Any potential impacts related to wildland fire would be less than significant.

Mitigation Measures

HAZ-1 **Soil Testing.** Prior to issuance of a grading permit, representative soil sampling shall be conducted onsite at depths of one and three feet and tested for organochlorine pesticides (OCPs) and heavy metals which may be present from past agricultural activities. The developer shall retain a qualified environmental professional (QEP) to design and supervise the sampling and testing. A final report shall be prepared summarizing the results of this testing and where onsite soils meet current industrial standards for sampled materials.

If the QEP determines that all onsite soil meets industrial standards, no further action is required. If onsite soils do not meet industrial standards, the QEP will work with the developer and grading contractor to determine how onsite soils can be mixed with clean offsite or imported soils to achieve the industrial standard for the entire site. The QEP, developer, and grading contractor shall also identify if or how much soil needs to be removed from the site. The collection and disposal of any excavated contaminated soils shall be in accordance with applicable hazardous materials regulations.

HAZ-2 **Soil Vapor Extraction (SVE) System.** Onsite SVE remediation activities began in September 2022 and were ongoing during preparation of the CEQA document. Two deep extraction wells (SVE-1 and SVE-2) are located on the northern and western portions of the site outside of the existing warehouse building. However, these wells would be impacted by development of the new warehouse project. Based on ongoing soil vapor monitoring, the existing SVE remediation activities will be completed by June 2023. SVE remediation activities shall be completed, and a final report submitted to the City prior to issuance of a grading permit for the proposed project. Regulatory oversight and approval of this system will be at the discretion of the San Bernardino County Fire Department as the County's Certified Unified Program Agency (CUPA). If the CUPA declines to be the regulatory authority for this oversight, the applicant shall enter into a Voluntary Cleanup Program (VCP) with the California Department of Toxic Substances Control (DTSC). The applicant must document the site meets all applicable health standards for groundwater and soil per the appropriate regulatory authority discussed above before a grading permit can be issued. Additional details on the SVE system can be found in Roux's SVE Pilot Test Technical Memorandum dated January 4, 2023 and the DRAFT Construction Completion Report dated March 3, 2023.

Once it is documented that applicable health standards have been met by the existing SVE activities, they can be shut down and all wells and subsurface piping shall be removed from the site. Confirmatory soil vapor samples will then be used to conduct a post-remediation human health risk assessment (HHRA). If the post-remediation HHRA shows risk less than 1:1,000,000 ("one in a million new cancer deaths"), no additional work associated with residual VOC concentrations is required (i.e., Mitigation Measure HAZ-3 is not required). If the post-remediation HHRA shows a risk greater than 1:1,000,000 then the developer shall implement Mitigation Measure HAZ-3.

HAZ-3 **Vapor Intrusion Mitigation System (VIMS).** If the post-remediation HHRA outlined in HAZ-2 shows risk greater than 1:1,000,000, a passive sub-slab Vapor Intrusion

Mitigation System (VIMS) shall be installed beneath the future warehouse building. The VIMS will generally consist of the following components (from bottom to top): (1) Gravel bed above the certified pad; (2) Horizontal perforated piping within the gravel bed to capture and convey residual vapors; (3) Spray-applied barrier above the gravel bed and below the building slab; and (4) Vertical risers to vent vapors to the atmosphere above the roof line.

If the VIMS is determined to be necessary, it shall be designed by a qualified professional engineer (P.E.) licensed in California. The VIMS design will be finalized prior to the start of building construction.

The VIMS system shall be designed to allow regular monitoring of vapor concentrations. After occupancy, monitoring shall be conducted and documented quarterly for the first year, semi-annually the second year, and annually thereafter for five years.

The installation and monitoring of the VIMS system shall be under the oversight of the City Engineering Department in consultation with the County Fire Department, Hazardous Materials Division as the Certified Unified program Agency (CUPA) for the County.

HAZ-4 **Soil Management Plan (SMP).** After remediation is complete and prior to grading and earth movement, a Soil Management Plan (SMP) shall be prepared to provide protocols and procedures if unexpected or unknown subsurface conditions are encountered at the project site. The SMP shall be shared with all contractors involved with earth movement and import activities, if any. The SMP shall identify parties to be contacted if unexpected or unknown conditions are encountered, including an environmental professional and regulatory agencies, if necessary (e.g., if an underground storage tank is encountered).

4.9 – Hydrology and Water Quality

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water 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 off-site;	☐	☐	☑	☐
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?	☐	☐	☑	☐

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☑	☐

a) Less than Significant Impact. The project site is zoned as Light Industrial, meant for manufacturing, distribution, research and development (R&D) industries, and ancillary commercial uses. The project site is currently developed with an existing former manufacturing warehouse and unoccupied single-family home. The proposed project includes the demolition of existing onsite structures and the construction of a warehouse and associated parking and landscape improvements. By their nature, these kinds of facilities require a significant amount of parking, truck-staging, and vehicle circulation, in addition to the building facilities themselves. This in turn increases the amount of impermeable surfaces and the amount of flows into storm drains. Landscape coverage around the project site serves to provide relief for this. Construction and operation of the proposed warehouse would be required to comply with federal, state, and local water guidelines and requirements.

According to the City's General Plan, Redlands belongs to the Upper Santa Ana River Watershed Integrated Regional Water Management Plan (IRWM), a plan with the objective of improving water supply reliability, flood management, stormwater recharge, water quality, and habitats/open space. Development of the proposed warehouse would have to adhere to benchmarks outlined in the San Bernardino Valley Regional Urban Water Management Plan (RUWMP). Additionally, landscaping associated with the development of the proposed project would be in compliance with Chapter 15-54 of the Redlands Municipal Code, Water Efficient Landscape Requirements. Compliance with such requirements include following irrigation schedules, water efficiency audits, and non-potable irrigation systems among other guidelines. Furthermore, the project would be required to adhere to all Santa Ana Regional Water Quality Control Board (SARWQCB) permitting requirements for construction and NPDES standards for stormwater runoff, as well as adhere to City ordinances requiring the use of Best Management Practices (BMPs) to control the release of potential pollutants entering storm drain systems.[27] Such BMPs include, but are not limited to, routine street sweeping, routine storm drain and catch basin cleaning, regular pavement repair/maintenance, spill prevention practices, etc. With adherence to SARWQCB permitting requirements and NPDES standards, and adherence to City guidelines, impacts to water quality standards or waste discharge requirements will be less than significant.

b) Less than Significant Impact. Construction of the proposed warehouse and associated parking has the potential to interfere with groundwater recharge and can potentially deplete supplies. The nearest monitoring well to the project site is located approximately 0.4 miles southeast of the project site. The well has a depth of 548 feet, and the most recent readings, taken December 1, 2022, indicate a depth to groundwater of 180.1 feet.[28] The low water table recorded indicates the project will have a less than significant impact on groundwater supplies. The proposed project includes the demolition of the current 193,469 square-foot manufacturing building, and the development of a 193,469 square-foot warehouse building, 267 parking spaces, and the paving of driveways for truck and car access. The paving of previously undeveloped land and the increase in building surface area would increase impervious surface coverage on the site, thereby potentially reducing the total amount of infiltration

onsite. However, development of the proposed warehouse will include approximately 84,845 square feet of ornamental landscaping that would cover 18% of the site. Additionally, drainage from the proposed project would surface flow through the site and use catch basins and landscape drains to collect for treatment. The subsurface storm drain would be used to convey flows into a proposed underground chamber infiltration system. The project site is not utilized for groundwater recharge and would include landscaping and drainage improvements that will contribute to infiltration. The development of the project site would have a less than significant impact on the groundwater table level.

c.i) Less than Significant Impact. The City of Redlands is located in and around several regional watersheds. The City's existing water system is reliant on the Mill Creek and Santa Ana Watersheds. No rivers or streams intersect the project site. The project would not result in the alteration of drainages and drainage patterns, as the project would install new onsite water and sewer lines that would connect to the existing infrastructure in the surrounding streets. Drainage facilities on-site would be regularly maintained. Development of the proposed project would include construction activities such as demolition, site preparation, and grading. According to the City, all grading plans within the city require a standalone Erosion Control Plan.[29] Adherence to the City's erosion plan guidelines during construction of the proposed warehouse and proper maintenance of drainage facilities would decrease the likelihood of erosion of sensitive stream habitats, and as such any impacts to streams or rivers near the project site will be less than significant.

c.ii) Less than Significant Impact. No rivers or streams traverse the project site; thus, the project would not result in the alteration of any stream course. During construction, the project applicant would be required to comply with drainage and runoff guidelines pursuant to Redlands Municipal Code Chapter 15.54.200.[30] Due to the developed condition of the project site, the proposed project would not alter the existing drainage pattern of the site or surrounding area or increase runoff. With regard to project operation, construction of the project would increase the net area of impermeable surfaces on the site; therefore, increased discharges to the City's existing storm drain system may occur. Surface runoff associated with the proposed development would be collected on site through multiple drainage areas and infiltration systems and conveyed to the City's storm drainage system. All drainage plans are subject to City review and approval. The project site is zoned for light industrial uses and as a result could increase pollutants entering drainage systems. Construction of the proposed project will be required to adhere to all SARWQCB permitting requirements and NPDES standards for stormwater runoff, as well as adhere to City ordinances requiring the use of BMPs to control the release of potential pollutants entering storm drain systems as indicated in the City's General Plan. Compliance with local drainage guidelines and implementation of pollutant-related BMPs would make potential impacts less than significant.

c.iii) Less than Significant Impact. Development of the proposed project would increase the net area of impermeable surfaces on the site. Construction of the proposed project would install new onsite water and sewer lines connecting to the existing infrastructure in the surrounding streets. Drainage from the proposed project would surface flow through the site and utilize catch basins and landscape drains to collect for treatment. Subsurface storm drains would convey flows into a proposed underground chamber infiltration system. All drainage plans are subject to City review and approval. The proposed project is zoned for light industrial use and could result in substantial pollutant loading. As discussed in sections 4.9a and 4.9c.ii, BMPs would be required to be incorporated to protect water quality. With proper maintenance of drainage facilities and adherence to BMPs, impacts would be less than significant.

c.iv) Less than Significant Impact. According to flood maps prepared by the Federal Emergency Management Agency (FEMA), the project site is located in an area designated as "Flood Zone AO"; a special flood hazard area subject to inundation by the 1% annual chance flood with average flood depths

between 1 to 3 feet.[31] This designation is considered for river or stream flood hazard areas; the project site is adjacent to the Mission Channel, an irrigation canal that originally provided water to farms, and now serves to carry stormwater and runoff out of the city. The project site is currently occupied by a former La-Z-Boy manufacturing warehouse and unoccupied single-family home. The demolition of existing structures, grading, and construction of the proposed warehouse, parking, and landscaping would not impede or redirect flood flows, nor will it impact the flow of the Mission Channel. The project site is in a special flood hazard area; however, construction and operation of the project would not impede or redirect flood flows from the current condition because construction of the proposed warehouse would take place entirely within the existing footprint of the site and would not encroach on the flood control channel to the north. In addition, the proposed project would comply with City of Redlands Municipal Code Chapter 15.32 (Flood Damage Protection), which would ensure flood flows would not be impeded. Impacts will be less than significant.

d) Less than Significant Impact. The City is not exposed to tsunami hazards due to its inland location. In addition, according to the California Department of Water Resources, the City of Redlands is not located in a dam inundation area.[32] There are no impacts related to tsunami or dam inundation. The project site is located in a special flood hazard area, as indicated previously by FEMA, subject to inundation by the 1% annual chance flood. However, adherence to City ordinances requiring the use of BMPs to control the release of potential pollutants would reduce the potential for the release of pollutants in the event of inundation by a flood. Impacts would be less than significant.

e) Less than Significant Impact. The Santa Ana Regional Water Quality Control Board's (SARWQCB) Basin Plan is designed to preserve and enhance water quality and protect the beneficial uses of all regional waters. Development of the proposed project will be required to adhere to requirements of the Basin Plan. This includes the incorporation of BMPs to protect water quality during construction and operational periods. Development of the project site would be subject to all existing water quality regulations and programs, including all applicable construction permits. Existing General Plan policies related to groundwater quality are applicable to the project. The Sustainable Community Element includes policies that aim to limit potential water quality impacts and to promote groundwater conservation. Implementation of General Plan policies and the Regional Basin Plan would ensure that water quality impacts related to the proposed project would be less than significant.

4.10 – Land Use and Planning

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☐	☑

a) No Impact. The irregularly shaped project site is comprised of 2 parcels with an existing manufacturing warehouse and a single-family house. The project site is surrounded by commercial, industrial, and transportation-related land uses, and will not include the reconfiguration of existing roadways or streets. There are residential uses near the project site, however the project will not divide an established community and, as such, no impacts will occur.

b) No Impact. The project would not conflict with light industrial land uses (manufacturing, distribution, commercial) designated in the Redlands General Plan.[33] The proposed project is located within the Zoning designation of Light Industrial (I-P) which permits warehouses. The site is not located in a specific plan area. The proposed project does not require a general plan amendment or change of zone and will be required to comply with all applicable policies, requirements, and regulations of any agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect. No impact will occur.

4.11 – Mineral Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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) Less Than Significant Impact. The California Surface Mining and Reclamation Act identifies and protects mineral resources within the State of California. It establishes several Mineral Resource Zones, divisions of land containing within them various amounts of known or unknown mineral resources. According to the City's General Plan, the northeast portion of the project site is adjacent to an MRZ-2 area, the designation suggesting that significant mineral resources may be present.[34] The General Plan further indicates that the project site is not located in an area designated by the State Mining and Geology Board as having regionally significant PCC-grade aggregate resources. The project site is located in an urbanized area of Redlands, with developments currently on and surrounding the property that include business, industrial, and residential uses. The demolition and redevelopment of the project site would not constitute a loss of aggregate mineral resources to the City or the State as its urban location is incompatible with mining operations and would negatively impact surrounding businesses and residents. Furthermore, the majority of the project site is located in an area with undetermined mineral resource occurrences. The proposed project is in a developed area of the City, incompatible with mining extraction operations, and would have a less than significant impact on mineral resources available to the City.

b) Less than Significant Impact. Mineral resources found in Redlands have been deemed significant to the region and the State, however such mineral resources identified have not been designated as locally significant to the City of Redlands. The northeast portion of the project site is adjacent to an MRZ-2 area, of which significant mineral deposits are likely to be present. However, the area is zoned as Light Industrial (I-P), meant for light industrial uses related to warehousing, wholesaling, and manufacturing uses. The area is urbanized and is surrounded by areas that would not support the development of mining operations and the subsequent increase in mining related pollution. The development of the project does not constitute a loss of mineral resources as the surrounding land uses do not support the development of mining operations. Potential impacts to locally important mineral resources would be less than significant.

4.12 – Noise

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☑	☐

A *Noise and Vibration Impact Analysis* was prepared by LSA (January, 2023) to evaluate and document noise levels associated with construction and operation of the proposed warehouse (See Appendix D). The information in this section is taken from the *Noise and Vibration Impact Analysis* for the proposed project. Additional detail regarding how noise is defined and measured can be found in the report in Appendix D.

a) Less than Significant Impact. Physical damage to human hearing begins at prolonged exposure to sound levels higher than 85 dBA. Exposure to high sound levels affects the entire system, with prolonged sound exposure in excess of 75 dBA increasing body tensions, thereby affecting blood pressure and functions of the heart and the nervous system. In comparison, extended periods of sound exposure above 90 dBA would result in permanent cell damage. When the sound level reaches 120 dBA, a tickling sensation occurs in the human ear, even with short-term exposure. This level of sound is called the threshold of feeling. As the sound reaches 140 dBA, the tickling sensation is replaced by a feeling of pain in the ear (i.e., the threshold of pain). A sound level of 160–165 dBA will result in dizziness or a loss of equilibrium. The ambient or background noise problem is widespread and generally more concentrated in urban areas than in outlying, less developed areas.

Construction Noise Impact Analysis

Two types of short-term noise impacts could occur during the construction of the proposed project. First, construction crew commutes and the transport of construction equipment and materials to the site for

the proposed project would incrementally increase noise levels on access roads leading to the site. Although there would be a relatively high single-event noise-exposure potential causing intermittent noise nuisance (passing trucks at 50 ft would generate up to 84 dBA L_{max}), the effect on longer-term ambient noise levels would be small when compared to existing daily traffic volumes on Kansas Street, West State Street, and Tennessee Street. Because construction-related vehicle trips would not approach existing daily traffic volumes, as less trips would be made over a shorter-period of time, traffic noise would not increase by 3 dBA CNEL. A noise level increase of less than 3 dBA would not be perceptible to the human ear in an outdoor environment. Therefore, short-term, construction-related impacts associated with worker commute and equipment transport to the project site would be less than significant. The second type of short-term noise impact is noise generated during construction at the project site which includes demolition of the existing structures and other site improvements, site preparation, grading, building construction, paving, and architectural coating on the project site. Construction is completed in discrete steps, each of which has its own mix of equipment and, consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on the site and, therefore, the noise levels surrounding the site as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase. Table 14 lists typical construction equipment noise levels recommended for noise impact assessments, based on a distance of 50 feet between the equipment and a noise receptor, taken from the FHWA Roadway Construction Noise Model. In addition to the reference maximum noise level, the usage factor provided in Table 14 is used to calculate the hourly noise level impact for each piece of equipment

Table 14
Typical Construction Equipment Noise Levels

Equipment Description	Acoustical Usage Factor (%)[1]	Maximum Noise Level (L_{max}) at 50 Feet[2]
Auger Drill Rig	20	84
Backhoes	40	80
Compactor (ground)	20	80
Compressor	40	80
Cranes	16	85
Dozers	40	85
Dump Trucks	40	84
Excavators	40	85
Flat Bed Trucks	40	84
Forklift	20	85
Front-end Loaders	40	80
Graders	40	85
Impact Pile Drivers	20	95
Jackhammers	20	85
Paver	50	77
Pickup Truck	40	55
Pneumatic Tools	50	85
Pumps	50	77
Rock Drills	20	85
Rollers	20	85
Scrapers	40	85
Tractors	40	84
Trencher	50	80
Welder	40	73

Source: FHWA Roadway Construction Noise Model User's Guide, Table 1 (FHWA 2006).
Note: Noise levels reported in this table are rounded to the nearest whole number.
[1] Usage factor is the percentage of time during a construction noise operation that a piece of construction equipment is operating at full power.
[2] Maximum noise levels were developed based on Specification 721.560 from the Central Artery/Tunnel program to be consistent with the City of Boston's Noise Code for the "Big Dig" project.
FHWA = Federal Highway Administration
Lmax = maximum instantaneous sound level

The project construction composite noise levels at a distance of 50 feet would range from 74 dBA Leq to 88 dBA Leq with the highest noise levels occurring during the site preparation and grading phases. Table 15 shows the nearest sensitive uses to the project site, their distance from the center of construction activities, and composite noise levels expected during construction. These noise level projections do not consider intervening topography or barriers. Construction equipment calculations are provided in Appendix D.

Table 15
Potential Construction Noise Impacts at Nearest Receptor

Receptor (Location)	Composite Noise Level (dBA L_{eq}) at 50 Feet [1]	Distance (feet)	Composite Noise Level (dBA L_{eq})
Industrial Uses (West)	88	315	72
Industrial Uses (South)		485	68
Commercial Uses (North)		485	68
School (South)		715	63

Source: Compiled by LSA (2023).
[1] The composite construction noise level represents the site preparation and paving phases which are expected to result in the greatest noise level as compared to other phases.
dBA Leq = average A-weighted hourly noise level

While construction noise would vary, it is expected that composite noise levels during construction at the nearest off-site industrial uses to the east would reach 72 dBA Leq while construction noise levels would approach 63 dBA Leq at the nearest sensitive use (School) to the south during daytime hours. These predicted noise levels would only occur when all construction equipment is operating simultaneously; and therefore, are assumed to be conservative. While construction-related short-term noise levels have the potential to be higher than existing ambient noise levels in the project area under existing conditions, the noise impacts would no longer occur once project construction is completed.

Noise impacts associated with construction activities are regulated by the City's noise ordinance. The proposed project would comply with the construction hours specified in the City's Noise Ordinance, which states that construction activities are allowed between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, including Saturdays, with no activities taking place at any time on Sundays or federal holidays.

As it relates to off-site uses, construction-related noise impacts would remain below the 80 dBA Leq and 90 dBA Leq construction noise level criteria, as established by the FTA for residential and industrial land uses, respectively, for the average daily condition as modeled from the center of the project site and therefore would be considered less than significant. Best construction practices shall be implemented to minimize noise impacts to surrounding receptors. Adhering to the practices outlined

below, would ensure impacts to the surrounding area from construction-related activities would be less than significant.

Construction Noise Control Best Management Practices.
In addition to compliance with the City's Municipal Code, which states that construction activities are allowed between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, including Saturdays, with no activities taking place at any time on Sundays or federal holidays, the following best construction practices would further minimize construction noise impacts:

- The project construction contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained noise mufflers consistent with manufacturer's standards.
- The project construction contractor shall locate staging areas away from off-site sensitive uses during the later phases of project development.
- The project construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site whenever feasible.

Operational Noise Impact Analysis

Long-Term Off-Site Traffic Noise Impacts
As a result of the implementation of the proposed project, off-site traffic volumes on surrounding roadways have the potential to increase. The proposed project trips generated were obtained from the *Focused Traffic Analysis for the 301 Tennessee Street Industrial Building.* The proposed project would generate a net increase of 71 passenger car equivalent (PCE) trips. Based on data from the City of Redlands Maps and Geographic Data, the existing average daily traffic (ADT) on Tennessee Street is 12,000.

An increase of approximately 0.02 dBA CNEL is expected along the streets adjacent to the project site. A noise level increase of less than 1 dBA would not be perceptible to the human ear; therefore, the traffic noise increase in the vicinity of the project site resulting from the proposed project would be less than significant.

Long-Term Off-Site Stationary Noise Impacts
Adjacent off-site land uses would be potentially exposed to stationary-source noise impacts from the proposed on-site mechanical equipment, trash bin activities, and truck deliveries and loading and unloading activities. The potential noise impacts to off-site sensitive land uses from the proposed HVAC equipment, cold storage fan units, trash bin emptying, and truck delivery activities are discussed below. To provide a conservative analysis, it is assumed that operations would occur equally during all hours of the day and that half the 25 loading docks would be active at all times. Additionally, it is assumed that within any given hour, three heavy trucks would maneuver to park near or back into one of the proposed loading docks. To determine the future noise impacts from project operations to the noise sensitive uses, a 3-D noise model, SoundPLAN, was used to incorporate the site topography as well as the shielding from the proposed building on-site.

Heating, Ventilation, and Air Conditioning Equipment
The project would have various rooftop mechanical equipment including HVAC units on the proposed building. To be conservative, it is assumed the project could have eight (8) rooftop HVAC units and operate 24 hours per day and would generate sound power levels (SPL) of up to 87.9 dBA SPL, based on manufacturer data (Trane).

Trash Bin Emptying Activities
The project is estimated to have a trash dumpster near the western property line of the proposed project site. The trash emptying activities would occur for a period less than one minute and would generate sound power levels (SPL) of up to 118.6 dBA SPL or 84 dBA Leq at 50 feet, based on reference information within SoundPLAN.

Cold Storage Fan Units
According to the project description, approximately 10% of the project could be utilized for cold storage. Noise levels generated by cold storage fan units would be similar to noise readings from previously gathered reference noise level measurements, which generate a noise level of 57.5 dBA Leq at 60 ft based on measurements taken by LSA (Operational Noise Impact Analysis for Richmond Wholesale Meat Distribution Center [LSA 2016]).

Truck Deliveries and Truck Loading and Unloading Activities
Noise levels generated by delivery trucks would be similar to noise readings from truck loading and unloading activities, which generate a noise level of 75 dBA Leq at 20 ft based on measurements taken by LSA. Shorter term noise levels that occur during the docking process taken by LSA were measured to be 76.3 dBA L8 at 20 ft. Delivery trucks would arrive on site and maneuver their trailers so that trailers would be parked within the loading docks. During this process, noise levels are associated with the truck engine noise, air brakes, and back-up alarms while the truck is backing into the dock. These noise levels would occur for a shorter period of time (less than five minutes). After a truck enters the loading dock, the doors would be closed, and the remainder of the truck loading activities would be enclosed and therefore much less perceptible. To present a conservative assessment, it is assumed that truck arrivals and departure activities could occur twice in a given hour for a period of less than five (5) minutes each and unloading activities could occur at 13 docks simultaneously for a period of more than 30 minutes in a given hour.

Combined Project Operations
As show in the Appendix D, the operational noise levels associated with the proposed project would not exceed 75 dBA Leq at the project boundaries, therefore, noise levels would noise exceed the City's exterior noise level limit of 75 dBA Leq anytime for industrial uses. Tables K and L below show the combined hourly noise levels generated by HVAC equipment, cold storage fans, trash emptying activities, and truck delivery activities at the closest off-site, non-industrial, land uses. The project-related noise level impacts would approach 47.5 dBA at the office uses to the north during daytime and nighttime hours and 38.5 dBA at the school to the south during daytime hours. These levels would be well below the City's exterior daytime noise standard of 65 dBA Leq for office uses and the exterior daytime standard of 60 dBA Leq for institutional uses (school) as well as 60 dBA Leq for office uses during nighttime hours. It is assumed that project operations during the more sensitive nighttime hours would not affect the school use to the south as the school would not be in operation during those hours. The project-related noise level impacts would approach 47.5 dBA at the office uses to the north.

Because project noise levels would not generate a noise level increase of 4 dBA when ambient noise levels exceed the City's exterior noise standards or generate a noise level increase of 6 dBA when ambient noise levels are below the City's exterior noise standards, impacts to the surrounding areas from project operation would be less than significant.

b) Less than Significant Impact.

Construction Vibration Impacts

This construction vibration impact analysis discusses the level of human annoyance using vibration levels in root-mean-square (RMS) (in/sec) and assesses the potential for building damages using vibration levels in peak particle velocity (PPV) (in/sec). This is because vibration levels calculated in RMS are best for characterizing human response to building vibration, while vibration level in PPV is best for characterizing potential for damage. Table 16 shows the PPV and RMS values at 25 ft. from the construction vibration source. As shown in Table 16, bulldozers, and other heavy-tracked construction equipment (expected to be used for this project) generate approximately 0.089 PPV in/sec or 0.063 in/sec RMS of ground-borne vibration when measured at 25 ft. The distance to the nearest buildings for vibration impact analysis is measured between the nearest off-site buildings and the project construction boundary (assuming the construction equipment would be used at or near the project setback line).

Table 16
Vibration Source Amplitudes for Construction Equipment

Equipment	Reference PPV/RMS at 25 Feet	
	PPV (in./sec.)	RMS (in./sec.)
Pile Driver (Impact), Typical	0.644	0.457
Pile Driver (Sonic), Typical	0.170	0.121
Vibratory Roller	0.210	0.149
Hoe Ram	0.089	0.063
Large Bulldozer[1]	0.089	0.063
Caisson Drilling	0.089	0.063
Loaded Trucks[1]	0.076	0.054
Jackhammer	0.035	0.025
Small Bulldozer	0.003	0.002

Source: *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018).
[1] Equipment shown in **bold** is expected to be used on site.
ft = foot/feet
FTA = Federal Transit Administration
in/sec = inch/inches per second

Table 17
Potential Construction Vibration Annoyance Impacts at Nearest Receptor

Receptor (Location)	Composite Noise Level (dBA L_{eq}) at 50 Feet [1]	Distance (feet)	Composite Noise Level (dBA L_{eq})
Industrial Uses (West)	0.063	315	0.0014
Industrial Uses (South)		485	0.0007
Commercial Uses (North)		485	0.0007
School (South)		715	0.0004

Source: Compiled by LSA (2023).
[1] The reference vibration level is associated with a large bulldozer which is expected to be representative of the heavy equipment
used during construction.
[2] The reference distance is associated with the average condition, identified by the distance from the center of construction
activities to surrounding uses
ft = foot/feet
in/sec = inch/inches per second
RMS = root mean square velocity

Table 18
Potential Construction Vibration Damage Impacts at Nearest Receptor

Receptor (Location)	Composite Noise Level (dBA L_{eq}) at 50 Feet [1]	Distance (feet)	Composite Noise Level (dBA L_{eq})
Industrial Uses (West)	0.089	100	0.011
Industrial Uses (South)		140	0.007
Commercial Uses (North)		155	0.006
School (South)		380	0.002

Source: Compiled by LSA (2023).
[1] The reference vibration level is associated with a large bulldozer which is expected to be representative of the heavy equipment
used during construction.
[2] The reference distance is associated with the peak condition, identified by the distance from the perimeter of construction
activities to surrounding structures
ft = foot/feet
in/sec = inch/inches per second
PPV = peak particle velocity

As discussed above, the threshold at which vibration levels would result in annoyance would be 0.01 in/sec RMS and the FTA guidelines indicate that for a non-engineered timber and masonry building, the construction vibration damage criterion is 0.2 in/sec in PPV.

Based on the information provided in Table 17, vibration levels are expected to approach 0.0014 in/sec RMS at the closest industrial uses to the west and 0.0004 in/sec RMS at the closest sensitive use (School) to the south and would not exceed the annoyance thresholds.

Based on the information provided in Table 18, vibration levels are expected to approach 0.011 at the surrounding structures and would be below the 0.2 PPV in/sec threshold. Other building structures surrounding the project site are farther away and would experience further reduced vibration. Therefore, no construction vibration impacts would occur, impacts will be less than significant.

Operational Vibration Impacts
The proposed project would not generate vibration levels related to on-site operations. In addition, vibration levels generated from project-related traffic on the adjacent roadways are unusual for on- road vehicles because the rubber tires and suspension systems of on-road vehicles provide vibration isolation. Vibration levels generated from project-related traffic on the adjacent roadways would be less than significant.

c) Less than Significant Impact. Aircraft flyovers may be audible on the project site due to aircraft activity in the vicinity. The nearest airports to the project are San Bernardino International Airport (SBIA) and Redlands Municipal Airport (REI) approximately 3.30 miles to the northwest and northeast of project site, respectively. The project site is located well outside the SBD Airport Influence Area according to the 2017 Existing CNEL Contours and Generalized Land Uses – San Bernardino International Airport (San Bernardino County, 2017) as well as outside the REI 60 dBA CNEL Airport Noise Contour according to Figure 7-7: Airport Hazards in the City's General Plan.[35] Therefore, the project would not be adversely affected by airport/airfield noise, nor would the project contribute to or result in adverse airport/airfield noise impacts, and as such, impacts would be less than significant.

4.13 – Population and Housing

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☐	☑

a) Less than Significant Impact The project site is designated for light industrial uses and is currently occupied by a warehouse building and one unoccupied single-family home. Because the proposed project would replace an existing use, and potential employees of the proposed warehouse would be drawn from the existing population in the area, it is not anticipated that the proposed project would result in a substantial increase in the number of employees on the project site. In addition, the project does not involve the extension of roads or other major infrastructure improvements that would indirectly induce unplanned population growth. The project complies with the City of Redlands General Plan and Zoning Ordinance.[36] The project site is zoned as Light Industrial for industrial, manufacturing, and warehousing purposes. The project is consistent with this criterion and is consistent with the anticipated buildout of the City's General Plan and would not induce any unplanned population growth. Impacts will be less than significant.

b) No Impact. Currently there is a single-family home located on the project site, however the home is not occupied. No housing would be displaced as a result of project development and as such there will be no impact.

4.14 – Public Services

Would the project 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 ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Fire protection?	☐	☐	☑	☐
b) Police protection?	☐	☐	☑	☐
c) Schools?	☐	☐	☑	☐
d) Parks?	☐	☐	☑	☐
e) Other public facilities?	☐	☐	☑	☐

a) Less than Significant Impact. The project is located in the service area of the City of Redlands Fire Department. The Fire Department responds to medical emergencies, hazardous materials incidents, rescue calls, and motor-related accidents, in addition to regular fire suppression services. There are four stations in Redlands[37]:

- Fire Station 261: 525 E Citrus Ave.
- Fire Station 262: 1690 Garden St.
- Fire Station 263: 10 W Pennsylvania Ave.
- Fire Station 264: 1270 W Park Ave.

The fire station nearest to the project site is Station 264, located approximately one quarter mile to the north. Future tenants of the proposed industrial facility that may store and use hazardous materials would be required to adhere to local and state regulations pertaining to the handling and storage of such materials. The project may create an incremental increase in demand for fire services. Development impact fees that are collected at the time of building permit issuance for approved projects would offset any incremental in demand for fire protection and emergency medical services. Fees go towards fire facilities and charge at a current rate of $716.94 per 1,000 square feet of office space, and $223.67 per 1,000 square feet of warehouse space.[38] Impacts related to expansion of fire protection services will be less than significant.

b) Less than Significant Impact. The project area is served by the Redlands Police Department. The Police Department and Patrol building is located at 1270 W Park Ave, Building C, Redlands, CA 92373. The station is approximately 0.3 miles north of the project site. Development of the project site may generate an incremental increase in the need for police protection in the project area. However, this incremental increase is consistent with the buildout of the City's General Plan. The Police Department reviews its needs on a yearly basis and adjusts service levels as needed to maintain an adequate level

of public protection. Additionally, Development Impact Fees collected at the time of building permit issuance will help to offset incremental impacts of development on demand for services. Fees go towards law enforcement facilities and charge a current rate of $37.40 per 1,000 square feet of office space, and $11.67 per 1,000 square foot warehouse space.[39] Therefore, a less than significant impact to police services would occur.

c) Less than Significant Impact. The project includes construction of a warehouse facility, associated parking, and landscape improvements. The project will not result in any direct population growth, or associated growth in students, within the Redlands Unified School District. As most of the employees that would staff the warehouse could be expected to come from the local population, a substantial increase in the school populations is unlikely. However, payment of development impact fees required under State law would offset the cost of increased demand for school district facilities in the future. The Redlands Unified School District has established a school fee and charge a current rate of $0.56 per square foot of industrial development built.[40] Any project impacts on school facilities would be less than significant.

d) Less than Significant Impact. Development of the project could have the potential to impact demand on parks and recreation facilities if it induced substantial population growth in the area. However, as most of the staff of the warehouse could reasonably be expected to come from the local population, the project is not expected to induce significant change to the local population. As such, the proposed warehouse project will not result in any direct population growth that would require expansion or acquisition of recreational facilities. Less than significant impacts would occur.

e) Less than Significant Impact. The project is not expected to create an increase in residents that would generate additional demand for public facilities. However, payment of development impact fees required determined by the City of Redlands would offset the cost of increased demand for such facilities in the future. Fees for public facilities are at a current rate of $852.83 per 1,000 square feet of office space, and $266.06 per 1,000 square feet of warehousing.[41] Potential impacts to public facilities in Redlands would be less than significant.

4.15 – Recreation

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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) No Impact. The project includes the demolition of the former 193,469 square foot La-Z-Boy warehouse, and the construction of a 197,397 square foot light industrial building. Employees of the warehouse would be drawn from existing residents within or near the City of Redlands. As such, the project itself would not create demand for additional parks, or other recreational activities as the workforce would be drawn from the existing population of the area and from additional housing planned by the City to accommodate anticipated buildout of the City's General Plan. There are no anticipated impacts to recreational facilities.

b) No Impact. The project does not include any recreational facilities or require the construction of new facilities, and there would not be an adverse physical effect to the environment. Therefore, there would be no impact.

4.16 – Transportation

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☑	☐

A *Focused Traffic Analysis and VMT Screening Analysis* for the proposed project was prepared by EPD Solutions, Inc., dated January 30th, 2023 (See Appendix E). The information presented below is provided from the aforementioned evaluations.

a) Less than Significant Impact. The Focused Traffic Analysis and VMT Screening Analysis was prepared to determine whether the project meets the VMT requirements for the San Bernardino County Transportation Authority (SBCTA) Guidelines and screens out from needing to conduct a detailed analysis. In addition, CEQA Guidelines section 15064.3(A) states that Vehicle Miles Traveled is the most appropriate measure for transportation impacts, and Level of Service shall not be considered an environmental impact and "a project's effect on automobile delay shall not constitute a significant environmental impact" (for CEQA purposes). Table 19 below shows the estimated trip generation for the proposed project based on trip generation rates collected from the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021). The vehicle mix was also determined using the ITE Manual. The forecast was determined by using ITE Land Use Code 110 General Light Industrial, and 140 Manufacturing to derive net site specific trip generation estimates for the proposed 197,397 square foot warehousing project, which includes the storage and cold storage of materials and the use of office and maintenance areas.

The trip generation takes credit for the existing warehouse and single-family house. As shown in Table 19, the existing manufacturing use is estimated to generate a total of 919 daily trips including 132 AM peak hour trips and 143 PM peak hour trips whereas the single-family house is estimated to generate a total of 9 daily trips including 1 AM peak hour trip and 1 PM peak hour trip. When adjusted for heavy truck trips and applying a passenger car equivalent (PCE) factors the existing manufacturing use would generate 1,307 daily trips including 190 PCE trips during the AM peak hour and 206 PCE trips during

the PM peak hour. In total, the existing land use generates 1,316 daily PCE trips, 191 PCE trips during the AM peak hour and 207 PCE trips during the PM peak hour. The proposed general light industrial use, including 10% cold storage, would generate 1,387 daily PCE trips, 212 PCE trips during the AM peak hour, and 187 PCE trips during the PM peak hour.

The resulting net trip generation on the project site would result in 71 daily PCE trips, 21 PCE trips during the AM peak hour, and -20 PCE trips during the PM peak hour. The project trips were distributed throughout the study area based on logical travel paths and patterns. The project truck and passenger car trip distribution and the project trip assignment are provided in Appendix E.

Table 19
Proposed Project Trip Generation

Land Use		Units	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Trip Rates									
General Light Industrial		TSF	0.65	0.09	0.74	0.09	0.56	0.65	4.87
Manufacturing		TSF	0.52	0.16	0.68	0.23	0.51	0.74	4.75
Single-Family Detached Housing		DU	0.182	0.518	0.7	0.5922	0.3478	.94	9.43

Existing Trip Generation		Units	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Existing Manufacturing Building	193,469	TSF	-100	-32	-132	-44	-99	-143	-919
Vehicle Mix[2]		**Percent[2,4]**							
Passenger Vehicles		72.50%	-73	-23	-96	-32	-72	-104	-666
2-Axle truck		4.60%	-5	-1	-6	-2	-5	-7	-42
3-Axle truck		5.70%	-6	-2	-8	-3	-6	-9	-52
4+ -Axle trucks		17.20%	-17	-6	-23	-8	-17	-25	-158
Total		**100%**	**-101**	**-31**	**-132**	**-45**	**-100**	**-145**	**-919**

PCE Trip Generation[3]		PCE Factor	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Passenger Vehicles		1.0	-73	-23	-96	-32	-72	-104	-666
2-Axle truck		1.5	-8	-1	-9	-3	-8	-11	-63
3-Axle truck		2.0	-12	-4	-16	-6	-10	-16	-104
4+ -Axle trucks		3.0	-51	-18	-69	-24	-51	-75	-474
Existing Manufacturing Building (PCE)			**-144**	**-46**	**-190**	**-65**	**-141**	**-206**	**-1307**

Single Family Residential[6]									
Passenger Vehicles	1	**DU**	-1	-1	-1	-1	-1	-1	-9

Total Existing Trip Generation			-101	-33	-133	-45	-100	-144	-928
Total Existing Trip Generation (PCE)			-145	-47	-191	-68	-142	-207	-1316

Proposed Project Trip Generation		Units	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Proposed General Light Industrial	197,397	TSF	129	18	146	18	110	128	961
Vehicle Mix (90% Warehousing)[2]		**Percent[2]**							

Passenger Vehicles		72.50%	84	12	96	12	72	84	627
2-Axle truck		4.60%	5	1	6	1	5	6	40
3-Axle truck		5.70%	7	1	8	1	6	7	49
4+ -Axle trucks		17.20%	20	3	23	3	17	20	149
Total		**100%**	**116**	**17**	**133**	**17**	**100**	**117**	**865**

Vehicle Mix (10% Cold Storage)[5]		**Percent[5]**							
Passenger Vehicles		55.30%	7	1	8	0	7	7	53
2-Axle truck		15.50%	2	0	2	0	1	1	15
3-Axle truck		4.90%	1	0	1	0	0	0	5
4+ -Axle trucks		24.30%	3	0	3	0	3	3	23
Total		**100%**	**13**	**1**	**14**	**0**	**11**	**11**	**96**

PCE Trip Generation[3]		**PCE Factor**	**AM Peak Hour**			**PM Peak Hour**			**Daily**
			In	**Out**	**Total**	**In**	**Out**	**Total**	
Passenger Vehicles		1.0	91	13	104	12	79	91	680
2-Axle truck		1.5	11	2	13	2	9	11	83
3-Axle truck		2.0	16	2	18	2	12	14	108
4+ -Axle trucks		3.0	69	9	78	9	60	69	516
Proposed General Light Industrial Building (PCE)			**187**	**26**	**213**	**26**	**160**	**185**	**1387**
Total Existing Trip Generation (PCE)			**-144**	**-44**	**-188**	**-66**	**-143**	**-209**	**-1317**
NET PCE Trip Generation			**43**	**-18**	**25**	**-41**	**17**	**-24**	**70**

TSF = Thousand Square Feet
PCE = Passenger Car Equivalent
[1] Trip rates from the Institute of Transportation Engineers, Trip Generation, 11th Edition, 2021. Land Use Code 110 General Light Industrial, 140 Manufacturing.
[2] Vehicle Mix from the Warehouse Truck Trip Study Data Results and Usage, Southern California Air Quality Management District Warehouse Truck Trip Study July 17, 2014. Without Cold Storage.
[3] Passenger Car Equivalent (PCE) factors from the San Bernardino County CMP, Appendix B – Guidelines for CMP Traffic Impact Analysis Reports in San Bernardino County, 2016.
[4] Total trip generation for this line rounded to match non-vehicle mix trip generation estimate.
[5] Vehicle Mix from the Warehouse Truck Trip Study Data Results and Usage, Southern California Air Quality Management District Warehouse Truck Trip Study July 17, 2014. With Cold Storage.

Measure U Focused Traffic Analysis

Measure U was an initiative approved by the voters of Redlands in 1997 to enact several principles of managed development within the City of Redlands. The principles in Measure U have been incorporated throughout the new 2035 General Plan, as well as several sections of the Redlands Municipal Code. The Focused Traffic Analysis evaluated the project using the applicable Measure U Policies identified in the Connected City Element of the City of Redlands 2035 General Plan as well as the County of San Bernardino Transportation Impact Study Guidelines (TIS Guidelines). The Measure U Policies are largely based on Level of Service (LOS) standards that measure traffic congestion. A detailed LOS evaluation is included in the Focused Traffic Analysis (See Appendix E) in order to demonstrate project compliance with Measure U. Each Measure U policy is provided below followed by a brief explanation of how the project complies with the policy.

Policy 5.20a: Maintain LOS C or better as the standard at all intersections presently at LOS C or better.

As shown in Table 20 of the Focused Traffic Analysis, all study intersections currently operate at LOS C or better except for the intersection of Kansas Street and State Street during the AM Peak hour. The addition of project traffic would not cause any location to deteriorate from LOS C to worse than LOS C.

> *Policy 5.20b: Within the area identified in GP Figure 5-1, including that unincorporated County area identified on GP Figure 5-1 as the "donut hole", maintain LOS C or better; however, accept a reduced LOS on a case-by-case basis upon approval by a four-fifths (4/5ths) vote of the total authorized membership of the City Council.*

It is to be noted that Measure U Policy 5.20b would not apply since the project is not within the area identified in GP Figure 5-1.

> *5.20c: Where the current level of service at a location within the City of Redlands is below the Level of Service (LOS) C standard, no development project shall be approved that cannot be mitigated so that it does not reduce the existing level of service at that location except as provided in Section 5.20b.*

As shown in Table 20, the intersection of Kansas Street and State Street would operate at LOS F during the AM peak hour. Addition of project traffic would not change the delay or LOS at the intersection. Therefore, no mitigation is necessary as the project does not reduce the existing level of service at the intersection.

> *5.20f: If monitoring of conditions at intersections within the East Valley Corridor Specific Plan area and intersections affected by EVC development indicates that peak hour LOS will drop below the standards set by Policies 5.20a, 5.20b, 5.20c revise the EVC Specific Plan. Revisions necessary may include additional roadway improvements, mandated higher TDM (Travel Demand Management, See Section 5.40) reductions in single-occupant vehicle trip share, reduction of intensity of development, or changes in use of undeveloped sites.*

As discussed above, the project does not result in a drop in LOS at any intersection and therefore would not cause the LOS to drop below the referenced standards. The proposed project's study area intersections were evaluated with and without project trips to comply with the City's Measure U policies by determining if the project would cause any LOS deficiencies. As previously noted, CEQA Guidelines section 15064.3(A) states that Vehicle Miles Traveled is the most appropriate measure for transportation impacts, and Level of Service shall not be considered an environmental impact and "a project's effect on automobile delay shall not constitute a significant environmental impact" (for CEQA purposes). All study area intersections would operate at satisfactory LOS in the Existing and Existing Plus Project Conditions except for the intersection of Kansas Street and State Street which would continue to operate at an LOS F; however, the project does not impact the intersection since it does not increase the time delay. As such, the project would not result in any unsatisfactory LOS; therefore, the project would be in compliance with Measure U, no improvements would be required, and impacts would be less than significant.

b) Less than Significant Impact. In December 2018, the California Natural Resources Agency certified and adopted the updated CEQA Guidelines package. The amended CEQA Guidelines, specifically Section 15064.3, recommend the use of Vehicle Miles Travelled (VMT) as the primary metric for the evaluation of transportation impacts, under CEQA, associated with land use and transportation projects. In general terms, VMT quantifies the amount and distance of automobile travel attributable to a project or region. All agencies and projects State-wide are required to utilize the updated CEQA guidelines recommending the use of VMT for evaluating transportation impacts as of July 1, 2020. CEQA Guidelines allow for lead agency discretion in establishing methodologies and thresholds provided there is substantial evidence to demonstrate that the established procedures promote the

intended goals of the legislation. The City of Redlands CEQA Assessment VMT Analysis Guidelines provides guidelines for analysis of transportation impacts under CEQA. The guidelines also provide three types of screening that can be applied to determine if a project is exempt from project-level VMT analysis. The project was screened using the SBCTA VMT Screening Tool. If a project meets one of the following criteria, then the VMT impact of the project is considered less-than significant and no further analysis of VMT would be required:

1. The project is located within a Transit Priority Area.
2. The project is located in a low VMT generating area.
3. The project is considered a local serving use or would generate less than 3,000 metric tons of CO2 equivalent (3,000 MT CO2e) per year.

Below are the results of the screening criteria satisfaction for the project:

Screening Criteria 1 – The project is located within a Transit Priority Area:
The SBCTA tool illustrates that a majority of the project site is located within a Transit Priority Area, however this criterion would not apply as the project has a floor area ratio (FAR) of 0.44. The City of Redlands CEQA Assessment VMT Analysis Guidelines state that this criterion should be applied to projects with an FAR of 0.75 or more.

Screening Criteria 2 – Low VMT Generating Area:
The City's guidelines include a screening threshold for projects located in a low VMT generating area. The project's site was evaluated using the SBCTA VMT Screening Tool as discussed previously. The project is located within TAZ 53827301. The criteria applied to this project was 15% below the County baseline using the Origin-Destination VMT per Service Population. As shown in Appendix E, the Countywide VMT/Service Population is 33.3 and the threshold would be 28.3 VMT/Service Population. The screening tool indicates that these TAZs have an OD VMT/Service Population of 61.7. This is 85.29% above the threshold and would not be considered to generate a low VMT.

Screening Criteria 3 - The project is considered a local serving use or would generate less than 3,000 metric tons of CO2 equivalent (3,000 MT CO2e) per year.
Under the Project Type Screening criteria, projects which generate less than 3,000 MT CO2e per year can be presumed to have a less than significant impact on VMT. The project meets the criteria for classification as a warehousing land use. The City of Redlands guidelines state that warehousing uses of 463,400 square feet or less are presumed to generate less than 3,000 metric tons of CO2 equivalent (3,000 MT CO2e) per year and can be presumed to result in a less than significant VMT impact.

The proposed project is determined to have a less than significant impact on VMT since it satisfies one of more of the VMT screening criteria established by the City of Redlands CEQA Assessment VMT Analysis Guidelines. The project's VMT impact is considered less than significant and no additional VMT analysis is required.

c) Less than Significant Impact. A significant impact would occur if the proposed project substantially increased an existing hazardous design feature or introduced incompatible uses to the existing traffic pattern. Access to the site would be provided via four driveways; two driveways on Tennessee Street: a 40-foot truck accessible driveway located at the northeast corner of the site and a 30-foot driveway for passenger cars only located at the southeast corner of the project. Additionally, a 40-foot driveway for truck access will be located on West State Street, and another 40-foot driveway for both truck and passenger car access will be located on Kansas Street. The project does not involve any changes to the alignment or uses of existing roadways, and the proposed project is consistent with City of Redlands driveway spacing and design requirements. Construction operations occurring on site would comply with

the California Building Code adopted in the City of Redlands Municipal Code.[42] The proposed project would not result in a traffic safety hazard due to any design features, and impacts would be less than significant.

d) Less than Significant Impact. A significant impact would occur if the design of the proposed project would not satisfy emergency access requirements of the City of Redlands Fire Department or in any other way threaten the ability of emergency vehicles to access and serve the project site or adjacent uses. The proposed project would not result in inadequate emergency access. As previously discussed above, access to the site will be provided via four driveways; a 40-foot truck accessible driveway and a 30-foot driveway passenger car driveway on Tennessee Street, a 40-foot truck accessible driveway on West State Street, and another 40-foot truck and passenger car accessible driveway on Kansas Street. The driveway width is sufficient to provide access to fire and emergency vehicles and is consistent with California Fire Code requirements. All access features are subject to and must satisfy the City of Redlands design requirements, including the Fire Department's requirements. This project would therefore not result in adverse impacts with regard to emergency access. Impacts would be less than significant.

4.17 – Tribal Cultural Resources

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) 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 Cultural Native American tribe, and that is:				
i) 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), or	☐	☑	☐	☐
ii) 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.	☐	☑	☐	☐

a.i) Less than Significant with Mitigation Incorporated. A significant impact would occur if the proposed project would cause a substantial adverse change in the significance of a tribal cultural resource listed or eligible for listing in the California Resources of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). The project site is currently developed, and there are no historic resources on, adjacent to, or in proximity to the project site listed in the California Register of Historical Resources pursuant to Section 15064.5. The City does not have any landmarks listed under its historic preservation program as defined in Public Resources Code Section 5020.1(k). However, in compliance with Assembly Bill 52, Native American tribes traditionally and culturally affiliated with the geographic area of the Project site were notified of the proposed Project on September 22, 2022 (See Appendix D). The tribes notified included:

- Gabrieleno Band of Mission Indians – Kizh Nation
- Morongo Band of Mission Indians
- Soboba Band of Luiseno Indians
- Torres Martinez Desert Cahuilla Indian
- The Yuhaaviatam of San Manuel Nation (formerly known as the San Manuel Band of Mission Indians)

On September 26, 2022, the City received a response from Ryan Nordness, Cultural Resources Analyst for the Yuhaaviatam of San Manuel Nation (YSMN). In the email, Mr. Nordness noted the project site is located in the Serrano ancestral territory and is of interest to the Tribe. However, given the "nature and location of the project" and the current state of knowledge regarding the area, YSMN has no concerns with the implementation of the project as planned. Furthermore, in the response, the YSMN requested that mitigation measures be included to reduce potential impacts to less than significant. Therefore, with incorporation of **Mitigation Measures TCR-1 and TCR-2**, impacts to listed or eligible tribal cultural resources would be less than significant.

a.ii) Less than Significant with Mitigation Incorporated. Government Code §§ 65352.3 and 65562.5 (SB 18); and Public Resources Code §§ 21073, 21074, 21080.3.1, 21080.3.2, 21082.3, 21083.09, 21084.2, and 21084.3 (AB 52) provide that a project that may cause a substantial adverse change to a defined Tribal Cultural Resource (TCR) can result in a significant effect on the environment. AB 52 requires tribes interested in development projects within a traditionally and culturally affiliated geographic area to notify a lead agency of such interest and to request notification of future projects subject to CEQA prior to determining if a negative declaration, mitigated negative declaration, or environmental impact report is required for a project. The Lead Agency is required to notify tribes within 14 days of deeming a development application complete subject to CEQA to notify the requesting tribe as an invitation to consult on the project. AB 52 identifies examples of mitigation measures that will avoid or minimize impacts to TCR. The bill makes the above provisions applicable to projects that have a notice of preparation or a notice of intent to adopt a negative declaration/mitigated negative declaration circulated on or after July 1, 2015. Although there is no indication of TCRs at the project site, AB 52 is clear in stating that it is the responsibility of the Public Agency (i.e., Lead Agency) to consult with Native American tribes early in the CEQA process to allow tribal governments, lead agencies, and project proponents to discuss the appropriate level of environment review, identify and address potential adverse impacts to TCRs, and reduce the potential for delay and conflict in the environmental review process (see Public Resources Code Section 2108.3.2). Specifically, government-to-government consultation may provide "tribal knowledge" of the project area that can be used in identifying TCRs that cannot be obtained through other investigative means. Pursuant to AB 52, as the CEQA Lead Agency, the City of Redlands sent AB 52 consultation notification letters via email on September 22, 2022. On September 26, 2022, the City received a response from Ryan Nordness, Cultural Resources Analyst for the Yuhaaviatam of San Manuel Nation (YSMN). In the email, YSMN requested that mitigation measures be included to reduce potential impacts to less than significant. Therefore, with incorporation of **Mitigation Measures TCR-1 and TCR-2**, impacts to listed or eligible tribal cultural resources would be less than significant.

Mitigation Measures

TCR-1 **Cultural Resources Monitoring and Treatment.** The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in CUL-1, of any pre-contact and/or historic-era cultural resources discovered during project implementation and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be

deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

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

4.18 - Utilities and Service Systems

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater 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 and 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?	☐	☐	☐	☑

a) Less than Significant Impact. The Redlands Municipal Utilities & Engineering Department delivers water to over 23,000 service connections throughout its service area, including those in Redlands, Mentone, parts of Crafton Hills, San Timoteo Canyon, and San Bernardino. The Department receives its water from a mix of sources including local groundwater wells, the Mill Creek Watershed, Santa Ana Watershed, and imported water provided through the State Water Project. The City utilizes 23 groundwater wells, 44 booster pumps, 18 reservoirs, and 450 miles of transmission lines to deliver water.[43] Additionally, the City operates two surface water treatment plants, Tate and Hinkley, which provide treated water from the Mill Creek and Santa Ana watersheds respectively, and State Water Project (SWP).[44] The City maintains ownership in multiple local private and mutual water companies to

bolster and secure reliable water supplies for their treatment plants. Wastewater is collected and treated at the Redlands Wastewater Treatment Facility and has a treatment capacity of 9.5 million gallons.

As discussed in the Hydrology and Water Quality section and Project Description, the project would install new water and sewer lines onsite connecting to the existing infrastructure in Redlands. The project would not generate substantially increased runoff from new impermeable surfaces on site. As part of the proposed project, catch basins and landscape drains will collect surface runoff onsite for treatment. The subsurface storm drain would move surface flows to an underground infiltration system located in the northwestern area of the project site. No additional improvements are anticipated to either sewer lines or treatment facilities to serve the project. Standard connection fees would address any incremental impacts of the project. Therefore, the project would result in less than significant impact as a result of new or expanded water supply and wastewater treatment facilities.

Impacts related to electric power, natural gas, and telecommunications facilities would also be less than significant. The project will connect to existing facilities and will not require any extension of services. Therefore, the proposed warehouse would not require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause a significant environmental effect. Less than significant impacts would occur.

b) Less than Significant Impact. According to the *2020 Integrated Regional Urban Water Management Plan* (*UWMP*) for the Upper Santa Ana River Watershed Region, the City of Redlands is projected to have a total demand of 25,818 acre-feet (AF) in 2025.[45] The same estimates calculated a supply total of 31,039 AF in 2020, a difference of 5,221 AF. The project would generate a marginal increase in additional demand for water from the City of Redlands' water supply, relative to overall existing citywide demand. As the Urban Water Management Plan anticipates an overall increase in demand associated with development in the area over 2015 conditions, and the proposed project is within the expected buildout and zoning of the City, water demand for this project is within that demand assumption, and as such, impacts would be less than significant. The project would not substantially deplete water supplies, and the project would have a less than significant impact on entitled water supplies.

c) Less than Significant Impact. Potentially significant impacts could occur as a result of this project if it results in a determination by the wastewater treatment provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. As detailed in Sections 4.19.a and 4.19.b, the project would be adequately served by existing wastewater treatment facilities. Therefore, a less than significant impact would occur.

d) Less than Significant Impact. Significant impacts could occur if the proposed project would exceed the existing permitted landfill capacity or violates federal, state, and local statutes and regulations. Solid waste disposal services are overseen by the City of Redlands Trash Collection. Solid waste collected in Redlands is primarily transferred to the San Timoteo Landfill in Redlands, located approximately 6 miles south of the project site. According to CalRecycle, the San Timoteo Landfill has a maximum capacity of 23,685,785 tons, with a remaining capacity of 12,360,396 tons measured April 30th, 2019.[46] Construction of the facility is anticipated to generate some solid waste, with an estimated total waste generation of approximately 5044.3 lbs., per employee, per year.[47] Because there would be adequate landfill capacity in the region to accommodate project-generated waste, and the proposed project is not expected to generate a substantial quantity of solid waste, impacts to solid waste disposal capacity would be less than significant.

e) No Impact. The proposed project is required to comply with all applicable federal, state, County, and City statutes and regulations related to solid waste as a standard project condition of approval. Therefore, no impact would occur.

4.18 – Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☐	☐	☑

a) No Impact. The project site is not located within or near any State Responsibility Areas, the nearest being in adjacent Loma Linda as part of the San Timoteo Canyon.[48] There are no wildland conditions in the urbanized area where the project site is located. The City's General Plan identifies several evacuation routes; these routes were previously designated as potential evacuation routes in the 2007 San Bernardino General Plan.[49] These include: Interstates 10, 15, 210, and 215, and State Highways 30, 60, 66, 71, and 83. In the event of an earthquake, the following roads would provide safe access out of the San Bernardino Valley, as indicated by Caltrans and cited in the Redlands General Plan:

- Hospitality Lane from Tippecanoe Avenue to Waterman Avenue
- Coulston Street from Mountain View Avenue to Tippecanoe Avenue
- Lugonia Avenue from Orange Street to Mountain View Avenue
- Redlands Boulevard from Orange Street to Waterman Avenue

The proposed project would not interfere with the availability of these highways and roadways as evacuation routes. The project would not substantially impair any adopted or informal emergency response plan or evacuation plan, as such no impact would occur.

b) No Impact. The project site is not located within a fire hazard zone, as identified on the Very High Fire Hazard Severity Zone (VHFHSZ) maps prepared by the California Department of Forestry and Fire Protection (CALFIRE).[50] The nearest VHFHSZ is located approximately 3 miles southwest of the project site just south of Beaumont Avenue in Loma Linda. The project site is located in a heavily urbanized area and would not exacerbate wildfire risks, thereby exposing occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. No impact would occur.

c) No Impact. The project site is not located within or near any State Responsibility Areas as indicated in Section 4.18a. None of the project improvements would exacerbate fire risk or would result in a temporary or ongoing impact from wildfires requiring the installation or maintenance of associated infrastructure that may exacerbate fire risk, or that may result in temporary or ongoing impacts to the environment. No impact would occur.

d) No Impact. The project site is not located within or near any State Responsibility Areas. According to the Federal Emergency Management Agency (FEMA) Flood Maps, the project site is in an area of 1% annual chance flood.[51] The project site is not located in a dam inundation area. The project site is located in a flat area, with little to no potential for landslides or downstream flooding or runoff. If such an event were to occur, the City of Redlands General Plan outlines policies and principles to mitigate potential impacts from flooding. Development of the proposed project would not exacerbate risks to people from flooding or landslides. No impacts would occur.

4.19 – Mandatory Findings of Significance

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	☐	☑	☐	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☑	☐

a) Less than Significant with Impact. The proposed project would not substantially impact any scenic vistas, scenic resources, or the visual character of the area, as discussed in Section 4.1, and would not result in excessive light or glare. The project site is located within a developed area with no natural habitat. The proposed project would not significantly impact any sensitive plants, plant communities, fish, wildlife, or habitat for any sensitive species. Impacts to burrowing owl and migratory birds will be less than significant with mitigation and adherence to existing regulations. There are no jurisdictional waters on the project site. There will be no impacts to possible historical or archaeological resources.

The environmental analysis provided in Section 4.3 concludes that impacts related to emissions of criteria pollutants and other air quality impacts would be less than significant with mitigation. Section 4.8 concludes that impacts related to climate change would be less than significant. Impacts related to hydrology and water quality would be less than significant. Based on the preceding analysis of potential impacts in the responses to items 4.1 through 4.20, no evidence is presented that this proposed project would degrade the quality of the environment. Impacts related to degradation of the environment, biological resources, hydrology and water quality would be less than significant.

b) 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 services, 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. Cumulative impacts would be less than significant, as further discussed herein.

Aesthetics

Impacts related to aesthetics at the project-level have no potential for cumulative impacts because impacts are limited to on-site conditions and include no component that could result in similar impacts over time or space. Therefore, no cumulative impacts related to this topic would occur.

Agricultural Resources

The analysis provided in Sections 4.2 found that no individual impacts would occur; therefore, the Project could not contribute considerably to local agriculture or forestry.

Air Quality

The analysis provided in Section 4.3 and the Air Quality Health Risk Assessment found that impacts would be less than significant with adherence to the recommended mitigation below:

AIR-1: During construction of the proposed project, the project contractor shall ensure all off-road diesel-powered construction equipment of 50 horsepower or more used for the project is equipped with Level 3 diesel particulate filters or equivalent.

Biological Resources

The analysis provided in Section 4.4 found that no individual impacts to sensitive species or migratory birds would occur with implementation of mitigation; therefore, the project would not contribute considerably to regional impacts on such species, and impacts would be less than significant. project would have no other impacts on biological resources and would not result in localized or regional cumulative impacts, and as such, impacts would be less than significant. Mitigations for nesting birds include the following:

BIO-1: If vegetation removal is scheduled during the nesting season (typically February 1 to September 1), then a focused survey for active nests shall be conducted by a qualified biologist no more than five (5) days before the beginning of project-related activities (e.g., demolition, excavation, grading and vegetation removal). Surveys must be conducted in proposed work areas, staging and storage areas, and soil, equipment, and material stockpile areas. For passerines and small raptors, surveys must be conducted within a 250-foot radius surrounding the work area (in non-developed areas and where access is feasible). For larger raptors, such as those from the genus *Buteo*, the survey area must encompass a 500-foot radius. Surveys must be conducted by a qualified biologist during weather conditions suited to maximize the observation of possible nests and concentrate on areas of suitable habitat. If a lapse in project-related work of five days or longer occurs, an additional nest survey is required before work can be reinitiated. If nests are encountered during any preconstruction survey, a qualified biologist must determine if it may be feasible for construction to continue as planned without impacting the success of the nest, depending on conditions specific to each nest and the relative location and rate of construction activities. Any nest(s) within the project site shall be monitored by a qualified biologist during vegetation removal if work is occurring directly adjacent to the pre-determined no-work buffer. If the qualified biologist determines construction activities have potential to adversely affect a nest, the biologist will immediately inform the construction manager to halt construction activities within minimum exclusion buffer of 50 feet for songbird nests, and 200 to 500 feet for raptor nests, depending on species and location. Construction activities within the no-work buffer may proceed after a

qualified biologist determines the nest is no longer active due to natural causes (e.g., young have fledged, predation or other non-anthropogenic nest failure).

Cultural Resources

The analysis provided in Section 4.5 and the Historical/Archaeological Resources Survey found that impacts to historic or archaeological resources would be less than significant with adherence to the recommended Mitigation measures below. Mitigations for Cultural Resources include the following:

CUL-1: **Buried Cultural Resources.** In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

CUL-2: **Monitoring and Treatment.** If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

CUL-3: **Funerary Discovery.** If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

Energy

The analysis provided in Section 4.6 found that no individual impacts related to energy use would occur as a result of the proposed project. Therefore, the project would not contribute to cumulative energy impacts.

Geology and Soils

Impacts related to geology at the project-level have no potential for cumulative impacts. Therefore, the proposed project would have no contribution to potential geological or soil degradation or other such impacts. If during construction operations, paleontological resources are discovered, **Mitigation Measure GEO-1** is given to establish proper care and attention to such discoveries. Impacts related to this topic would be less than significant. Mitigation for Geology and Soils are as follows:

GEO-1: If paleontological materials are uncovered during grading or other earth moving activities, the contractor shall be required to halt work in the immediate area of the find, and to retain a professional paleontologist to examine the materials to determine whether it is a significant paleontological resource. If this determination is positive, resource shall be left in place, if determined feasible by the project paleontologist. Otherwise, the scientifically consequential information shall be fully recovered by the paleontologist. Work may continue outside of the area of the find; however, no further work shall occur

in the immediate location of the find until all information recovery has been completed and a report concerning it filed with the Community Development Director. The applicant shall bear the cost of implementing this mitigation.

Greenhouse Gas Emissions

As discussed in Section 4.8, climate change is the result of numerous, cumulative sources of greenhouse gas emissions all over the world. The project would not contribute considerably to global climate change.

Hazardous Materials

The analysis provided in Section 4.9 related to hazards and hazardous materials, and the associated Phase I Environmental Site Assessment found that impacts would be less than significant with adherence to the following mitigation measures listed below. Additionally, compliance with all regulations related to the disposal and storage of household hazardous waste would ensure that impacts would be less than significant.

HAZ-1 **Soil Testing.** Prior to issuance of a grading permit, representative soil sampling will be conducted onsite at depths of one and three feet and tested for organochlorine pesticides (OCPs) and heavy metals which may be present from past agricultural activities. The developer shall retain a qualified environmental professional (QEP) to design and supervise the sampling and testing. A final report shall be prepared summarizing the results of this testing and where onsite soils meet current industrial standards for sampled materials.

If the QEP determines that all onsite soil meets industrial standards, no further action is required. If onsite soils do not meet industrial standards, the QEP will work with the developer and grading contractor to determine how onsite soils can be mixed with clean offsite or imported soils to achieve the industrial standard for the entire site. The QEP, developer, and grading contractor shall also identify if or how much soil needs to be removed from the site. The collection and disposal of any excavated contaminated soils shall be in accordance with applicable hazardous materials regulations.

HAZ-2 **Soil Vapor Extraction (SVE) System.** Onsite SVE remediation activities began in September 2022 and were ongoing during preparation of the CEQA document. Two deep extraction wells (SVE-1 and SVE-2) are located on the northern and western portions of the site outside of the existing warehouse building. However, these wells would be impacted by development of the new warehouse project. Based on ongoing soil vapor monitoring, the existing SVE remediation activities will be completed by June 2023. These activities must be completed, and a final report submitted to the City prior to issuance of a grading permit for the new warehouse. Regulatory oversight and approval of this system will be at the discretion of the San Bernardino County Fire Department as the County's Certified Unified Program Agency (CUPA). If the CUPA declines to be the regulatory authority for this oversight, the applicant shall enter into a Voluntary Cleanup Program (VCP) with the California Department of Toxic Substances Control (DTSC). The applicant must document the site meets all applicable health standards for groundwater and soil per the appropriate regulatory authority discussed above before a grading permit can be issued. Additional details on the SVE system can be found in Roux's SVE Pilot Test Technical Memorandum dated January 4, 2023 and the DRAFT Construction Completion Report dated March 3, 2023.

Once it is documented that applicable health standards have been met by the existing SVE activities, they can be shut down and all wells and subsurface piping shall be removed from the site. Confirmatory soil vapor samples will then be used to conduct a post-remediation human health risk assessment (HHRA). If the post-remediation HHRA shows risk less than 1:1,000,000 ("one in a million new cancer deaths"), no additional work associated with residual VOC concentrations is required (i.e., Mitigation Measure HAZ-3 is not required). If the post-remediation HHRA shows risk greater than 1:1,000,000 then the developer shall implement Mitigation Measure HAZ-3.

HAZ-3 **Vapor Intrusion Mitigation System (VIMS).** If the post-remediation HHRA outlined in HAZ-2 shows risk greater than 1:1,000,000, a passive sub-slab Vapor Intrusion Mitigation System (VIMS) shall be installed beneath the future warehouse building. The VIMS will generally consist of the following components (from bottom to top): (1) Gravel bed above the certified pad; (2) Horizontal perforated piping within the gravel bed to capture and convey residual vapors; (3) Spray-applied barrier above the gravel bed and below the building slab; and (4) Vertical risers to vent vapors to the atmosphere above the roof line.
If the VIMS is determined to be necessary, it shall be designed by a qualified professional engineer (P.E.) licensed in California. The VIMS design will be finalized prior to the start of building construction.

The VIMS system shall be designed to allow regular monitoring of vapor concentrations. After occupancy, monitoring shall be conducted and documented quarterly for the first year, semi-annually the second year, and annually thereafter for five years.

The installation and monitoring of the VIMS system shall be under the oversight of the City Engineering Department in consultation with the County Fire Department, Hazardous Materials Division as the Certified Unified program Agency (CUPA) for the County.

HAZ-4 **Soil Management Plan (SMP).** After remediation is complete and prior to grading and earth movement, a Soil Management Plan (SMP) shall be prepared to provide protocols and procedures if unexpected or unknown subsurface conditions are encountered at the project site. The SMP will be shared with all contractors involved with earth movement and import activities, if any. The SMP will identify parties to be contacted if unexpected or unknown conditions are encountered, including an environmental professional and regulatory agencies if necessary (e.g., if an underground storage tank is encountered).

Land Use and Planning

The analysis provided in Section 4.11 related to Land Use and Planning found that impacts would be less than significant; therefore, while the proposed project would contribute to individual, localized, or regional cumulative impacts, its contribution would not be considerable.

Mineral Resources

The analysis provided in Section 4.12 related to mineral resources found that there would be no impact; therefore, while the project would contribute to localized or regional cumulative impacts, the project contribution would not be considerable.

Noise

As discussed in Section 4.13, on-site operational noise is not anticipated to result in perceptible increases in ambient noise with the implementation of Best Management Practices. Therefore, the proposed project would not contribute considerably to noise levels in the immediate vicinity of the project. The project would contribute to temporary increases in noise levels in the immediate project vicinity during construction activities; however, Best Management Practices would be incorporated to ensure that impacts to nearby sensitive receptors remain less than significant. Therefore, the project would have no considerable contribution to cumulative noise impacts.

Population and Housing

The analysis provided in Section 4.14 related to Population and Housing found that no impacts would result; therefore, no cumulative impacts related to this topic would occur.

Public Services

The analysis provided in Section 4.15 related to Public Services found that impacts would be less than significant; therefore, while the proposed project would contribute to localized cumulative impacts, the contribution would not be cumulatively considerable.

Recreation

The analysis provided in Section 4.16 related to Recreation found that impacts would be less than significant; therefore, no cumulative impacts related to this topic would occur.

Traffic and Transportation

Traffic conditions were analyzed in Section 4.17 and found to be less than significant. The proposed project's contribution to cumulative impacts to local and regional transportation facilities would not be considerable.

Tribal Cultural Resources

The analysis provided in Section 4.18, the Historical/Archaeological Resources Survey, and consultation with the Yuhaaviatam of San Manuel Nation (YSMN), found that impacts to tribal cultural resources will be less than significant with adherence to the recommended Mitigation measures below. Mitigations for Cultural Resources include the following:

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

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

Utilities and Service Systems

The analysis provided in Section 4.19 related to Utilities and Service Systems found that impacts would be less than significant; therefore, while the project would contribute to localized or regional cumulative impacts, the project contribution would not be considerable.

Wildfire

The analysis provided in Section 4.20 related to Wildfire found that no impacts would result; therefore, no cumulative impacts related to this topic would occur.

c) Less than Significant Impact. The proposed project would not have environmental effects which would cause substantial adverse effects on humans, either directly or indirectly, as noted in the previous sections above.

AIR-1: During construction of the proposed project, the project contractor shall ensure all off-road diesel powered construction equipment of 50 horsepower or more used for the project is equipped with Level 3 diesel particulate filters or equivalent.

BIO-1: If vegetation removal is scheduled during the nesting season (typically February 1 to September 1), then a focused survey for active nests shall be conducted by a qualified biologist no more than five (5) days before the beginning of project-related activities (e.g., demolition, excavation, grading and vegetation removal). Surveys must be conducted in proposed work areas, staging and storage areas, and soil, equipment, and material stockpile areas. For passerines and small raptors, surveys must be conducted within a 250-foot radius surrounding the work area (in non-developed areas and where access is feasible). For larger raptors, such as those from the genus *Buteo*, the survey area must encompass a 500-foot radius. Surveys must be conducted by a qualified biologist during weather conditions suited to maximize the observation of possible nests and concentrate on areas of suitable habitat. If a lapse in project-related work of five days or longer occurs, an additional nest survey is required before work can be reinitiated. If nests are encountered during any preconstruction survey, a qualified biologist must determine if it may be feasible for construction to continue as planned without impacting the success of the nest, depending on conditions specific to each nest and the relative location and rate of construction activities. Any nest(s) within the project site shall be monitored by a qualified biologist during vegetation removal if work is occurring directly adjacent to the pre-determined no-work buffer. If the qualified biologist determines construction activities have potential to adversely affect a nest, the biologist will immediately inform the construction manager to halt construction activities within minimum exclusion buffer of 50 feet for songbird nests, and 200 to 500 feet for raptor nests, depending on species and location. Construction activities within the no-work buffer may proceed after a qualified biologist determines the nest is no longer active due to natural causes (e.g., young have fledged, predation or other non-anthropogenic nest failure).

CUL-1: In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

CUL-2: If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

CUL-3: If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

GEO-1: If paleontological materials are uncovered during grading or other earth moving activities, the contractor shall be required to halt work in the immediate area of the find, and to retain a professional paleontologist to examine the materials to determine whether it is a significant paleontological resource. If this determination is positive, the resource shall be left in place, if determined feasible by the project paleontologist. Otherwise, the scientifically consequential information shall be fully recovered by the paleontologist. Work may continue outside of the area of the find; however, no further work shall occur in the immediate location of the find until all information recovery has been completed and a report concerning it filed with the Community Development Director. The applicant shall bear the cost of implementing this mitigation.

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work associated with residual VOC concentrations is required (i.e., Mitigation Measure HAZ-3 is not required). If the post-remediation HHRA shows risk greater than 1:1,000,000 then the developer shall implement Mitigation Measure HAZ-3.

HAZ-3 **Vapor Intrusion Mitigation System (VIMS).** If the post-remediation HHRA outlined in HAZ-2 shows risk greater than 1:1,000,000, a passive sub-slab Vapor Intrusion Mitigation System (VIMS) shall be installed beneath the future warehouse building. The VIMS will generally consist of the following components (from bottom to top): (1) Gravel bed above the certified pad; (2) Horizontal perforated piping within the gravel bed to capture and convey residual vapors; (3) Spray-applied barrier above the gravel bed and below the building slab; and (4) Vertical risers to vent vapors to the atmosphere above the roof line.

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

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

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6 References

6.1 – List of Preparers

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6.2 – Persons and Organizations Consulted

- N/A

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301 Tennessee Street Warehouse Project

Mitigation Monitoring and Reporting Program

Lead Agency:

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May 4, 2023

- This document is designed for double-sided printing -



MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act (CEQA) requires that a public agency adopting a Mitigated Negative Declaration (MND) take affirmative steps to determine that approved mitigation measures are implemented after project approval. The lead or responsible agency must adopt a reporting and monitoring program for the mitigation measures incorporated into a project or included as conditions of approval. The program must be designed to ensure compliance with the MND during project implementation (California Public Resources Code, Section 21081.6(a)(l)). This Mitigation Monitoring and Reporting Program (MMRP) will be used by the City of Redlands to ensure compliance with adopted mitigation measures identified in the Addendum to the MND for the 301 Tennessee Street Warehouse Project ("project") when construction of the proposed project begins. The City of Redlands, as the lead agency, will be responsible for ensuring that all mitigation measures are carried out. Implementation of the mitigation measures would reduce impacts to below a level of significance for air quality, biological resources, cultural resources (archaeological), geology and soils (paleontological), hazards and hazardous materials, and Tribal cultural resources. The remainder of this MMRP consists of a table that identifies the mitigation measures by resource for each project component. The table identifies the mitigation monitoring and reporting requirements, including the method for verifying implementation of the mitigation measure, timing of verification (before, during, or after construction), and responsible party. Space is provided for sign-off following completion/implementation of the mitigation measure. The source document is the Initial Study/Mitigated Negative Declaration prepared for the proposed Project (dated May 1, 2023).

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IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
AIR QUALITY						
Expose Sensitive Receptors to Substantial Pollutant Concentrations.	**AIR-1:** During construction of the proposed project, the project contractor shall ensure all off-road diesel-powered construction equipment of 50 horsepower or more used for the project is equipped with Level 3 diesel particulate filters or equivalent.	Construction Contractor/ Project Proponent City of Redlands Development Services Department	Review of construction plans/ monitoring logs by City staff.	Prior to issuance of grading/ construction permits. Field verification during construction.		
BIOLOGICAL RESOURCES						
Potential Impacts on Nesting Birds.	**BIO-1:** If vegetation removal is scheduled during the nesting season (typically February 1 to September 1), then a focused survey for active nests shall be conducted by a qualified biologist no more than five (5) days before the beginning of project-related activities (e.g., demolition, excavation, grading and vegetation removal). Surveys must be conducted in proposed work areas, staging and storage areas, and soil, equipment, and material stockpile areas. For passerines and small raptors, surveys must be conducted within a 250-foot radius surrounding the work area (in non-developed areas and where access is feasible). For larger raptors, such as those from the genus *Buteo*, the	Construction Contractor/Developer City of Redlands Development Services Department	Review of focused survey/ monitoring logs by City staff.	Prior to issuance of grading/ construction permits. Field verification prior to grading and during construction.		

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
	survey area must encompass a 500-foot radius. Surveys must be conducted by a qualified biologist during weather conditions suited to maximize the observation of possible nests and concentrate on areas of suitable habitat. If a lapse in project-related work of five days or longer occurs, an additional nest survey is required before work can be reinitiated. If nests are encountered during any preconstruction survey, a qualified biologist must determine if it may be feasible for construction to continue as planned without impacting the success of the nest, depending on conditions specific to each nest and the relative location and rate of construction activities. Any nest(s) within the project site shall be monitored by a qualified biologist during vegetation removal if work is occurring directly adjacent to the pre-determined no-work buffer. If the qualified biologist determines construction activities have potential to adversely affect a nest, the biologist will immediately inform the construction manager to halt construction activities within minimum exclusion buffer of 50 feet for songbird nests, and 200 to 500					

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
	feet for raptor nests, depending on species and location. Construction activities within the no-work buffer may proceed after a qualified biologist determines the nest is no longer active due to natural causes (e.g., young have fledged, predation or other non-anthropogenic nest failure).					
CULTURAL RESOURCES						
Adverse Change in the Significance of an Archaeological Resource.	**CUL-1:** In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with	Construction Contractor/ Project Proponent City of Redlands Development Services Department	Review of cultural resources survey/ monitoring logs by City staff.	During grading and during construction.		

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
	regards to significance and treatment.					
Adverse Change in the Significance of an Archaeological Resource.	**CUL-2:** If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.	Construction Contractor/ Project Proponent City of Redlands Development Services Department	Review of cultural resources survey/ monitoring treatment plan and logs by City staff.	Prior to issuance of grading/ construction permits. Verification prior to grading and during construction.		
Potential Disturbance of Buried Human Remains.	**CUL-3:** If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.	Construction Contractor City of Redlands Community Development Department County of San Bernardino Sheriff's Department/ Coroner Division	Review of monitoring logs by City staff.	Field verification during grading and construction.		
GEOLOGY AND SOILS						

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
Adverse Change in the Significance of a Paleontological Resource.	**GEO-1**: If paleontological materials are uncovered during grading or other earth moving activities, the contractor shall be required to halt work in the immediate area of the find, and to retain a professional paleontologist to examine the materials to determine whether it is a significant paleontological resource. If this determination is positive, the resource shall be left in place, if determined feasible by the project paleontologist. Otherwise, the scientifically consequential information shall be fully recovered by the paleontologist. Work may continue outside of the area of the find; however, no further work shall occur in the immediate location of the find until all information recovery has been completed and a report concerning it filed with the Community Development Director. The applicant shall bear the cost of implementing this mitigation.	Construction Contractor/ Project Proponent City of Redlands Development Services Department	Review of paleontological resources survey/ monitoring logs by City staff.	Prior to issuance of grading/ construction permits. Field verification prior to grading and during construction.		
HAZARDS AND HAZARDOUS MATERIALS						
Significant Hazard as a Result of Routine Transport, Use, or Disposal of	**HAZ-1: Soil Testing.** Prior to issuance of a grading permit, representative soil sampling will be conducted onsite at depths of one	Project Proponent and Contractor	Review of sampling and testing report by City staff.	Prior to issuance of grading/ construction permits.		

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
Hazardous Materials Significant Hazard as a Result of Reasonable Foreseeable Upset and Accident Conditions Emit Hazardous Emissions or Handle Hazardous Materials Within One-Quarter Mile of a School	and three feet and tested for organochlorine pesticides (OCPs) and heavy metals which may be present from past agricultural activities. The developer shall retain a qualified environmental professional (QEP) to design and supervise the sampling and testing. A final report shall be prepared summarizing the results of this testing and where onsite soils meet current industrial standards for sampled materials. If the QEP determines that all onsite soil meets industrial standards, no further action is required. If onsite soils do not meet industrial standards, the QEP will work with the developer and grading contractor to determine how onsite soils can be mixed with clean offsite or imported soils to achieve the industrial standard for the entire site. The QEP, developer, and grading contractor shall also identify if or how much soil needs to be removed from the site. The collection and disposal of any excavated contaminated soils shall be in accordance with applicable hazardous materials regulations.	City of Redlands Development Services Department		Field verification prior to grading and during construction.		

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
Significant Hazard as a Result of Routine Transport, Use, or Disposal of Hazardous Materials Significant Hazard as a Result of Reasonable Foreseeable Upset and Accident Conditions Emit Hazardous Emissions or Handle Hazardous Materials Within One-Quarter Mile of a School	**HAZ-2: Soil Vapor Extraction (SVE) System.** Onsite SVE remediation activities began in September 2022 and were ongoing during preparation of the CEQA document. Two deep extraction wells (SVE-1 and SVE-2) are located on the northern and western portions of the site outside of the existing warehouse building. However, these wells would be impacted by development of the new warehouse project. Based on ongoing soil vapor monitoring, the existing SVE remediation activities will be completed by June 2023. These activities must be completed, and a final report submitted to the City prior to issuance of a grading permit for the new warehouse. Regulatory oversight and approval of this system will be at the discretion of the San Bernardino County Fire Department as the County's Certified Unified Program Agency (CUPA). If the CUPA declines to be the regulatory authority for this oversight, the applicant shall enter into a Voluntary Cleanup Program (VCP) with the California Department of Toxic Substances Control (DTSC). The applicant must	Project Proponent and Contractor City of Redlands Development Services Department	Review of remediation report by City staff.	Prior to issuance of grading/ construction permits. Field verification prior to grading and during construction.		

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
	document the site meets all applicable health standards for groundwater and soil per the appropriate regulatory authority discussed above before a grading permit can be issued. Additional details on the SVE system can be found in Roux's SVE Pilot Test Technical Memorandum dated January 4, 2023 and the DRAFT Construction Completion Report dated March 3, 2023. Once it is documented that applicable health standards have been met by the existing SVE activities, they can be shut down and all wells and subsurface piping shall be removed from the site. Confirmatory soil vapor samples will then be used to conduct a post-remediation human health risk assessment (HHRA). If the post-remediation HHRA shows risk less than 1:1,000,000 ("one in a million new cancer deaths"), no additional work associated with residual VOC concentrations is required (i.e., Mitigation Measure HAZ-3 is not required). If the post-remediation HHRA shows risk greater than 1:1,000,000 then the developer shall					

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
	implement Mitigation Measure HAZ-3.					
Significant Hazard as a Result of Routine Transport, Use, or Disposal of Hazardous Materials Significant Hazard as a Result of Reasonable Foreseeable Upset and Accident Conditions Emit Hazardous Emissions or Handle Hazardous Materials Within One-Quarter Mile of a School	**HAZ-3: Vapor Intrusion Mitigation System (VIMS).** If the post-remediation HHRA outlined in HAZ-2 shows risk greater than 1:1,000,000, a passive sub-slab Vapor Intrusion Mitigation System (VIMS) shall be installed beneath the future warehouse building. The VIMS will generally consist of the following components (from bottom to top): (1) Gravel bed above the certified pad; (2) Horizontal perforated piping within the gravel bed to capture and convey residual vapors; (3) Spray-applied barrier above the gravel bed and below the building slab; and (4) Vertical risers to vent vapors to the atmosphere above the roof line. If the VIMS is determined to be necessary, it shall be designed by a qualified professional engineer (P.E.) licensed in California. The VIMS design will be finalized prior to the start of building construction. The VIMS system shall be designed to allow regular monitoring of vapor concentrations. After occupancy,	Project Proponent and Contractor City of Redlands Development Services Department	Review of remediation report by City staff.	Prior to issuance of grading/ construction permits. Field verification prior to grading and during construction.		

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
	monitoring shall be conducted and documented quarterly for the first year, semi-annually the second year, and annually thereafter for five years. The installation and monitoring of the VIMS system shall be under the oversight of the City Engineering Department in consultation with the County Fire Department, Hazardous Materials Division as the Certified Unified program Agency (CUPA) for the County.					
Significant Hazard as a Result of Routine Transport, Use, or Disposal of Hazardous Materials Significant Hazard as a Result of Reasonable Foreseeable Upset and Accident Conditions Emit Hazardous Emissions or Handle Hazardous Materials Within	**HAZ-4: Soil Management Plan (SMP).** After remediation is complete and prior to grading and earth movement, a Soil Management Plan (SMP) shall be prepared to provide protocols and procedures if unexpected or unknown subsurface conditions are encountered at the project site. The SMP will be shared with all contractors involved with earth movement and import activities, if any. The SMP will identify parties to be contacted if unexpected or unknown conditions are encountered, including an environmental professional and regulatory agencies if necessary	Project Proponent and Contractor City of Redlands Development Services Department	Evidence of submittal of a Soil Management Plan to the project contractors shall be provided to City staff and kept on file.	Prior to issuance of grading/ construction permits. Field verification prior to grading and during construction.		

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
One-Quarter Mile of a School	(e.g., if an underground storage tank is encountered).					
TRIBAL CULTURAL RESOURCES						
Substantial Change in the Significance of a Tribal Cultural Resource that is Listed or Eligible for Listing in a Historic Registry. Substantial Change in the Significance of a Tribal Cultural Resource that is a Resource Determined to be Significant Pursuant to Public Resources Code Section 5024.1.	**TCR-1: Cultural Resources Monitoring and Treatment.** The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in CUL-1, of any pre-contact and/or historic-era cultural resources discovered during project implementation and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should	Construction Contractor City of Redlands Development Services Department	Review of cultural resources survey/ monitoring logs by City staff.	Prior to issuance of grading/ construction permits. Field verification prior to grading and during construction.		

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING			VERIFICATION	
		Responsible Party/ Monitoring Party	Method of Verification	Monitoring Action/ Implementation Stage	Signature	Date
	YSMN elect to place a monitor on-site.					
Substantial Change in the Significance of a Tribal Cultural Resource that is Listed or Eligible for Listing in a Historic Registry. Substantial Change in the Significance of a Tribal Cultural Resource that is a Resource Determined to be Significant Pursuant to Public Resources Code Section 5024.1.	**TCR-2: Archaeological Documentation.** Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.	Construction Contractor/ Project Proponent City of Redlands Development Services Department	Review of cultural resources survey/ monitoring logs by City staff.	Prior to issuance of grading/ construction permits. Field verification prior to grading and during construction.		

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to Sean Reilly, Planner Principal Planner, City of Redlands

from Bob Prasse, Director of Environmental Services, MIG

re 301 Tennessee Street Warehouse Mitigated Negative Declaration, Response to Comments

date September 13, 2023

The City of Redlands issued a Notice of Intent to Adopt a Mitigated Negative Declaration (MND) for the proposed 301 Tennessee Street Warehouse Project on May 4th, 2023 initiating a 30-day public review period for the MND that ended on June 2nd 2023. During the public review period the three comments letters listed below were received on the MND.

- San Bernardino County Department of Public Works – May 18, 2023
- South Coast Air Quality Management District (SCAQMD) – June 2, 2023
- Blum, Collins and Ho, LLP, representing the Golden State Environmental Justice Alliance – June 1, 2023

Another letter, dated June 26th, 2023, was also received by the City from the Golden State Environmental Justice Alliance withdrawing their June 1, 2023 comment as well as their opposition to the project. The remaining two letters are included and marked to identify specific comments within each letter. Each of the two letters is followed by detailed responses to each comment. None of the comments from the San Bernardino County Department of Public Works or the SCAQMD identified new, avoidable significant effects not addressed by the MND, nor will they require the imposition of new mitigation measures.

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

SENT VIA E-MAIL: June 2, 2023

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Redlands, California 92373

Mitigated Negative Declaration (MND) for the Proposed 301 Tennessee Street Warehouse Project (Proposed Project) (State Clearinghouse Number: 2023050084)

South Coast Air Quality Management District (South Coast AQMD) staff appreciates the opportunity to comment on the above-mentioned document. The City of Redlands is the California Environmental Quality Act (CEQA) Lead Agency for the Proposed Project. The following comments recommended revisions to the localized construction and operation impacts analysis, CEQA regional air quality impacts analysis for cleanup activities during construction, construction mitigation measures, additional recommended air quality mitigation measures, South Coast AQMD Rules 2305 and 316, and information about South Coast AQMD permits and responsible agency that the Lead Agency should include in the Final MND. **A-1**

South Coast AQMD Staff's Summary of Project Information in the MND

Based on the MND, the Proposed Project proposes developing an approximately 197,397 square feet light industrial warehouse building and demolishing an existing manufacturing warehouse and a single-family house.[1] The Proposed Project is located at the northwest corner of State Street and Tennessee Street on an approximately 10.98-acre site.[2] The Proposed Project would involve about 10% of warehouse operations for cold storage.[3] According to the Traffic Section of the MND, the Proposed Project would generate 238 daily truck trips for the warehousing portion and 43 daily truck trips for the cold storage portion.[4] Based on the Site Plan drawing, the Proposed Project would have 25 loading docks[5] associated with the warehouse operation. Trucks access the Proposed Project site via driveways on Kansas Street and Tennessee Street (primary access), and State Street (secondary access).[6] Based on the aerial photographs, South Coast AQMD staff finds that the nearest sensitive receptors are within 265 feet southeast (Kindergarten & Kids Care), 350 feet south (Redlands Christian Middle School), and about 760 feet southeast (apartments) of the Proposed Project site. The tentative construction schedule of the Proposed Project is estimated to begin in June 2023 and end in May 2024.[7] **A-2**

[1] MND. Pages 3 and 4.
[2] *Ibid*. Page 3.
[3] *Ibid*. Page 4.
[4] *Ibid*. Page 78.
[5] *Ibid*. Page 12.
[6] *Ibid*. Page 4.
[7] *Ibid*. Page 23.

South Coast AQMD Staff's Comments on the MND

Localized Construction and Operation Impacts Analysis

Under Section 4.3 - Air Quality in the MND, the Lead Agency only discusses the regional construction and operation impacts but not the localized impacts of the Proposed Project. However, the localized impacts analysis is only included in Appendix A: Air Quality, Greenhouse Gases, Energy Report, and Health Risk Assessment.[8] Therefore, South Coast AQMD staff recommends that the Lead Agency revise to include the localized construction and operation impacts analysis in the Final MND so that the analysis is consistently discussed throughout the MND and its appendices. **A-3**

CEQA Regional Air Quality Impacts Analysis for Cleanup Activities During Construction

Based on the Hazards and Hazardous Materials Section in the MND and Appendix C: Phase I Environmental Site Assessment,[9] hazardous substances are likely to present at the property, such as soil impacted by VOCs and total petroleum hydrocarbon (TPH)[10]. Furthermore, the Limited Phase II Site Investigation has identified VOC contamination at the northern portion of the Proposed Project site, and VOC concentrations have slightly impacted the groundwater.[11] It is recommended that soil vapor extraction (SVE) be implemented to remediate soil at the Proposed Project site.[12] Hence, the Lead Agency discusses the Mitigation Measures (MM) HAZ-2 through MM HAZ-4 for the remediation and monitoring activities.[13] However, the MND contains no analysis of the air quality impacts that quantifies the emissions associated with the remediation activities during construction. **A-4**

Cleanup activities will likely involve using heavy-duty, diesel-fueled trucks for soil export, resulting in emissions from truck hauling activities and vehicle trips by workers that will be required to conduct cleanup activities. Additionally, cleanup activities will likely require the use of additional equipment that may differ from typical equipment for grading and site preparation for construction. Because cleanup activities are reasonably foreseeable, the Lead Agency should use good faith and best efforts to provide information on the scope, types, and duration of cleanup activities, quantify emissions from cleanup activities, and include those emissions in the Proposed Project's construction emissions profile to be compared to South Coast AQMD's air quality CEQA significance thresholds for construction to determine the level of significance in the Final MND. Alternatively, if emissions from cleanup activities are not included in the Final MND, the Lead Agency should include a new air quality mitigation measure in the Air Quality Section of the Final MND to commit to evaluating the potential environmental impacts from cleanup activities through CEQA prior to commencing any cleanup activities. If a new air quality mitigation measure is not included in the Final MND, the Lead Agency should provide reasons supported by substantial evidence in the record to explain why a new air quality mitigation measure is not included.

[8] *Ibid*. Appendix A: Air Quality, Greenhouse Gases, Energy Report, and Health Risk Assessment. Pages 57 and 58.
[9] *Ibid*. Appendix C: Phase I Environmental Site Assessment.
[10] *Ibid*. Page 53.
[11] *Ibid*. Page 54.
[12] *Ibid*.
[13] *Ibid*. Page 55

In addition, the hazardous landfill that accepted contaminated soils is not identified in the MND. The Lead Agency should identify the hazardous landfill for the contaminated soil and estimate the distance (e.g., one-way truck trip length) from the Proposed Project site. When quantifying emissions from transportation and off-site disposal, the Proposed Project's construction emissions from haul truck trips for transporting and disposing of contaminated soil should be calculated based on the appropriate one-way truck trip length. Therefore, South Coast AQMD staff recommends that the Lead Agency estimate the amount of contaminated soil that would be removed, calculate the construction emissions reflecting the correct number of hauling truck trips and the hauling trip lengths in CalEEMod and include them in the Final MND. If the number of hauling truck trips and the one-way truck trip lengths are not calculated for quantifying emissions from haul truck trips for transporting contaminated soil, the Lead Agency should provide reasons for not re-calculating it supported by substantial evidence in the record. **A-5**

Recommended Revision to the Construction Mitigation Measures

Under Section 4.3 - Air Quality in the MND, the unmitigated health risks from the Proposed Project's construction resulted in significant[14] as the cancer risks exceed South Coast AQMD Air Quality Significance Thresholds.[15] Hence, the Lead Agency proposes the implementation of MM AIR-1 to "*ensure all off-road diesel-powered construction equipment of 50 horsepower or more used for the project is equipped with Level 3 diesel particulate filters or equivalent*.[16]" In addition, the California Emission Estimator Model (CalEEMod) analysis in Appendix A assumes the use of Tier 2 construction equipment[17] during the construction period. Although the implementation of MM AIR-1 would reduce the cancer risks from Proposed Project's construction activities below the South Coast AQMD Air Quality Significance Thresholds, South Coast AQMD staff recommends that the Lead Agency take a further step and consider the use of cleaner and better technologies (e.g., Tier 4F construction equipment) with the diesel particulate filters, if and where feasible, to further reduce or minimize the impacts of the Proposed Project's construction activities to the sensitive receptors and off-site workers. The Lead Agency is encouraged to revise the MM to use cleaner technologies during construction and includes the revision in the Final MND. If the revised MM is not included in the Final MND, the Lead Agency should provide reasons for not having them supported by substantial evidence in the record. **A-6**

Additional Recommended Air Quality Mitigation Measures

In the event that the Proposed Project results in significant adverse air quality impacts, CEQA requires that all feasible mitigation measures that go beyond what is required by law be utilized to minimize these impacts. Any impacts resulting from mitigation measures must also be analyzed. Several resources to assist the Lead Agency with identifying potential mitigation measures for the Proposed Project include South Coast AQMD's CEQA Air Quality Handbook,[18] South Coast **A-7**

[14] *Ibid*. Page 27.
[15] South Coast AQMD Air Quality Significance Thresholds. Access at: http://www.aqmd.gov/docs/default-source/ceqa/handbook/south-coast-aqmd-air-quality-significance-thresholds.pdf
[16] *Ibid*. Page 29.
[17] *Ibid*. Appendix A. Page 44.
[18] South Coast AQMD's CEQA Air Quality Handbook. Access at: https://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook

AQMD's Mitigation Monitoring and Reporting Plan for the 2022 Air Quality Management Plan,[19] and Southern California Association of Government's Mitigation Monitoring and Reporting Plan for the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy.[20]

Mitigation measures for operational air quality impacts from mobile sources that the Lead Agency should consider in the Final MND may include the following:

- Require zero-emissions (ZE) or near-zero emission (NZE) on-road haul trucks, such as heavy-duty trucks with natural gas engines that meet the CARB's adopted optional NOx emissions standard at 0.02 grams per brake horsepower-hour (g/bhp-hr), if and when feasible. Given the state's clean truck rules and regulations aiming to accelerate the utilization and market penetration of ZE and NZE trucks, such as the Advanced Clean Trucks Rule[21] and the Heavy-Duty Low NOx Omnibus Regulation[22], ZE and NZE trucks will become increasingly more available to use. The Lead Agency should require a phase-in schedule to incentivize using these cleaner operating trucks to reduce any significant adverse air quality impacts. South Coast AQMD staff is available to discuss the availability of current and upcoming truck technologies and incentive programs with the Lead Agency. At a minimum, require the use of the 2010 model year[23] that meets CARB's 2010 engine emissions standards at 0.01 g/bhp-hr of particulate matter (PM) and 0.20 g/bhp-hr of NOx emissions or newer, cleaner trucks. Where appropriate, include environmental analyses to evaluate and identify sufficient electricity and supportive infrastructures in the Energy and Utilities and Service Systems Sections in the CEQA document. Include the requirement in applicable bid documents, purchase orders, and contracts. Operators shall maintain records of all trucks associated with project construction to document that each truck used meets these emission standards and make the records available for inspection. The Lead Agency should conduct regular inspections to the maximum extent feasible to ensure compliance. **A-8**
- Limit the daily number of trucks allowed at the Proposed Project to levels analyzed in the Final CEQA document. If higher daily truck volumes are anticipated to visit the site, the Lead Agency should commit to re-evaluating the Proposed Project through CEQA prior to allowing this higher activity level. **A-9**
- Provide electric vehicle (EV) charging stations or, at a minimum, provide the electrical infrastructure, and electrical panels should be appropriately sized. Electrical hookups should be provided for truckers to plug in any onboard auxiliary equipment. **A-10**

[19] South Coast AQMD's 2022 Air Quality Management Plan can be found at: http://www.aqmd.gov/home/air-quality/cleanair-plans/air-quality-mgt-plan (Chapter 4 - Control Strategy and Implementation)
[20] Southern California Association of Governments' 2020-2045 RTP/SCS can be found at: https://www.connectsocal.org/Documents/PMND/certified/Exhibit-A_ConnectSoCal_PMND.pdf
[21] CARB. June 25, 2020. *Advanced Clean Trucks Rule*. Accessed at: https://ww2.arb.ca.gov/our-work/programs/advanced-clean-trucks.
[22] CARB has recently passed a variety of new regulations that require new, cleaner heavy-duty truck technology to be sold and used in state. For example, on August 27, 2020, CARB approved the Heavy-Duty Low NOx Omnibus Regulation, which will require all trucks to meet the adopted emission standard of 0.05 g/hp-hr starting with engine model year 2024. Accessed at: https://ww2.arb.ca.gov/rulemaking/2020/hdomnibuslownox.
[23] CARB adopted the statewide Truck and Bus Regulation in 2010. The Regulation requires diesel trucks and buses that operate in California to be upgraded to reduce emissions. Newer heavier trucks and buses must meet particulate matter filter requirements beginning January 1, 2012. Lighter and older heavier trucks must be replaced starting January 1, 2015. By January 1, 2023, nearly all trucks and buses will need to have 2010 model year engines or equivalent. More information on the CARB's Truck and Bus Regulation is available at: https://www.arb.ca.gov/msprog/onrdiesel/onrdiesel.htm.

Mitigation measures for operational air quality impacts from other area sources that the Lead Agency should consider in the Final MND may include the following:

- Maximize the use of solar energy by installing solar energy arrays
- Use light-colored paving and roofing materials
- Utilize only Energy Star heating, cooling, and lighting devices, and appliances
- Use of water-based or low-VOC cleaning products that go beyond the requirements of South Coast AQMD Rule 1113

A-11

Furthermore, the Final MND needs to clarify the routes designated for trucks associated with the Proposed Project development. Thus, design considerations for the Proposed Project that the Lead Agency should consider included in the Final MND to further reduce air quality and health risk impacts include the following:

- Clearly mark truck routes with trailblazer signs so that trucks will not travel next to or near sensitive land uses (e.g., residences, schools, daycare centers, etc.)
- Design the Proposed Project such that truck entrances and exits are not facing sensitive receptors and trucks will not travel past sensitive land uses to enter or leave the Proposed Project site
- Design the Proposed Project such that any check-in point for trucks is inside the Proposed Project site to ensure that no trucks are queuing outside
- Design the Proposed Project to ensure that truck traffic inside the Proposed Project site is as far away as feasible from sensitive receptors
- Restrict overnight truck parking in sensitive land uses by providing overnight truck parking inside the Proposed Project site

A-12

South Coast AQMD staff also suggests the Lead Agency review the references (listed below) and consider including the additional recommended mitigation measures in the Final MND:

- State of California – Department of Justice: Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act[24]
- South Coast AQMD 2022 South Coast Air Quality Management Plan,[25] specifically:
    - Appendix IV-A – South Coast AQMD's Stationary and Mobile Sources Control Measures
    - Appendix IV-B – CARB's Strategy for South Coast
    - Appendix IV-C – SCAG's Regional Transportation Strategy and Control Measures
- United States Environmental Protection Agency (U.S. EPA): Mobile Source Pollution - Environmental Justice and Transportation[26]

A-13

[24] State of California – Department of Justice. Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act. Access at: https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf
[25] 2022 South Coast AQMP. Access at: http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan
[26] United States Environmental Protection Agency (U.S. EPA): Mobile Source Pollution - Environmental Justice and Transportation. Access at: https://www.epa.gov/mobile-source-pollution/environmental-justice-and-transportation

South Coast AQMD Rules 2305 and 316

On May 7, 2021, South Coast AQMD's Governing Board adopted Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program, and Rule 316 – Fees for Rule 2305. Rules 2305 and 316 are new rules that will reduce regional and local emissions of nitrogen oxides (NOx) and particulate matter (PM), including diesel PM (DPM). These emission reductions will reduce public health impacts for communities near warehouses from mobile sources associated with warehouse activities. Also, the emission reductions will help the region attain federal and state ambient air quality standards. Rule 2305 applies to owners and operators of warehouses greater than or equal to 100,000 square feet. Under Rule 2305, operators are subject to an annual WAIRE Points Compliance Obligation calculated based on the annual number of truck trips to the warehouse. WAIRE Points can be earned by implementing actions in a prescribed menu in Rule 2305, implementing a site-specific custom plan, or paying a mitigation fee. Warehouse owners are only required to submit limited information reports, but they can opt-in to earn Points on behalf of the tenants if they choose because certain actions to reduce emissions may be better achieved during the warehouse development phase, for instance, the installation of solar and charging infrastructure. Rule 316 is a companion fee rule for Rule 2305, allowing South Coast AQMD to recover costs associated with Rule 2305 compliance activities. Since the Proposed Project consists of developing warehouses (unrefrigerated and refrigerated) under industrial land use up to a maximum of 197,397 square feet, the Proposed Project's warehouse owners and operators will be required to comply with Rule 2305 once the warehouse is occupied. Therefore, South Coast AQMD staff recommends that the Lead Agency review South Coast AQMD Rule 2305 to determine the potential WAIRE Points Compliance Obligation for future operators and explore whether additional project requirements and CEQA mitigation measures can be identified and implemented at the Proposed Project that may help future warehouse operators meet the compliance obligation.[27] South Coast AQMD staff is available to answer questions concerning Rule 2305 implementation and compliance by phone or email at (909) 396-3140 or waire-program@aqmd.gov. For implementation guidance documents and compliance and reporting tools, please visit South Coast AQMD's WAIRE Program webpage.[28]

A-14

South Coast AQMD Permits and Responsible Agency

If implementing the Proposed Project would require new stationary equipment, including but not limited to emergency generators, fire water pumps, boilers, etc., permits from South Coast AQMD are required. The Final MND should include a discussion on stationary equipment requiring South Coast AQMD permits and identify South Coast AQMD as a Responsible Agency for the Proposed Project. Any assumptions used for the stationary sources in the Final MND will also be used as the basis for the permit conditions and limits for the Proposed Project. Please contact South Coast AQMD's Engineering and Permitting staff at (909) 396-3385 for questions on permits. For more general information on permits, please visit South Coast AQMD's webpage at: http://www.aqmd.gov/home/permits.

A-15

[27] South Coast AQMD Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program. Accessed at: http://www.aqmd.gov/docs/default-source/rule-book/reg-xxiii/r2305.pdf.
[28] South Coast AQMD WAIRE Program. Accessed at: http://www.aqmd.gov/waire.

Conclusion

Pursuant to California Public Resources Code Section 21092.5(b) CEQA Guidelines Section 15074, prior to approving the Proposed Project, the Lead Agency shall consider the MND for adoption together with any comments received during the public review process. Please provide South Coast AQMD with written responses to all comments contained herein prior to the adoption of the Final MND. When responding to issues raised in the comments, detailed reasons supported by substantial evidence in the record to explain why specific comments and suggestions are not accepted must be provided.

A-16

We appreciate the opportunity to review the Proposed Project. Thank you for considering these comments. South Coast AQMD staff is available to work with the Lead Agency to address any air quality questions that may arise from this comment letter. Please contact Danica Nguyen, Air Quality Specialist, at dnguyen1@aqmd.gov should you have any questions.

Sincerely,

Sam Wang

Sam Wang
Program Supervisor, CEQA-IGR
Planning, Rule Development & Implementation

SW:DN
SBC230510-08
Control Number

Main Office - 825 East Third Street, San Bernardino, CA 92415-0835 | Phone: 909.387.7910 Fax: 909.387.7911

Department of Public Works

- Flood Control
- Operations
- Solid Waste Management
- Special Districts
- Surveyor
- Transportation

Brendon Biggs, M.S., P.E.
Director

Noel Castillo, P.E.
Assistant Director

David Doublet, M.S., P.E.
Assistant Director

Transmitted via E-mail

May 18, 2023

File: 10(ENV)-4.01

City of Redlands
Attn: Sean Reilly, Principal Planner
Development Services Department
P.O. Box 3005,
Redlands, CA 92373-1505
sreilly@cityofredlands.org

RE: CEQA – 301 TENNESSEE STREET WAREHOUSE PROJECT FILING OF NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION IN COMPLIANCE WITH PUBLIC RESOURCES CODE SECTION 21092.3.

Dear Mr. Reilly:

Thank you for allowing the San Bernardino County Department of Public Works the opportunity to comment on the above-referenced project. **We received this request on May 05, 2023,** and pursuant to our review, the following comments are provided:

Permits/Operations Support Division (Johnny Gayman, Chief, 909-387-7995):

1. The proposed Project is located adjacent to a San Bernardino County Flood Control District (SBCFCD) right-of way and/or facilities (3-501-1A) Mission Channel. Any encroachments including, but not limited to access for grading, fence removal and installation, side drain connections, Trail improvements, and utilities crossing on the District's right-of-way or facilities will require a permit from the SBCFCD prior to start of construction. Please contact the San Bernardino County Flood Control Permit Section at (909) 387-7995 for further information regarding this process. If you have any questions regarding this process, please contact the FCD Permit Section at (909) 387-1863. **B-1**

Flood Control Planning Division (Michael Fam, PWE III, 909-387-8120):

1. We are aware there may be storm drains in and around the site that may be affected by the proposed Project. When planning for or altering existing or future storm drains, be advised that the Project is subject to the Redlands Master Plan of Drainage dated, May 2014. It is to be used as a guideline for drainage in the area and is available in the City of Redlands offices. Any revision to the drainage should be reviewed and approved by the jurisdictional agency in which the revision occurs (i.e., City, County). **B-2**

We respectfully request to be included on the circulation list for all project notices, public reviews, or public hearings. In closing, I would like to thank you again for allowing the San Bernardino County Department of Public Works the opportunity to comment on the above-referenced project. Should you have any questions or need additional clarification, please contact the individuals who provided the specific comment, as listed above.

B-3

Sincerely,

Nancy Sansonetti

Nancy Sansonetti, AICP
Supervising Planner
Environmental Management

NS:AS:kc

Comment Number	Comment Responses
LETTER A	**South Coast Air Quality Management District (SCAQMD)**
A-1	This comment provides introductory remarks. No responses are needed
A-2	This comment includes information from the IS/MND project description. It also indicates that the SCAQMD asserts, based on a review of aerial photographs that the nearest sensitive receptors to the project site, Redlands Adventist Academy Kindergarten and Kids Care are 265 feet from the project while the air quality report prepared for the project by LSA indicates that the distance is 275 feet. As referenced in the attached memo (see Attachment 2), LSA reviewed the distance and verified that it is 275 feet. No additional response is needed and no modification to the IS/MND is warranted.
A-3	This comments notes that, while the air quality/greenhouse gas analysis prepared for the IS/MND included an analysis of localized construction and operational impacts, the analysis was not carried forward into the body of the Initial Study. We concur with the SCAQMD's recommendation to include this part of the analysis in the final adopted MND. Recommended language changes to the MND are included in Attachment 1 of this memorandum. It should be noted that the modified language is provided for purposes of clarification and does not change the conclusions of the MND, and potential impacts to sensitive receptors remains less than significant.
A-4	The SCAQMD asserts that Mitigation Measures HAZ-2 through HAZ-4 in the Draft IS/MND require implementation of on-site soil vapor extraction (SVE) remediation activities and that the Draft IS/MND contains no analysis of the air quality impacts that quantifies the emissions associated with the remediation activities during construction. In addition, the SCAQMD asserts that cleanup activities will likely involve using heavy-duty, diesel-fueled trucks for soil export, resulting in emissions from truck hauling activities and vehicle trips by workers that will be required to conduct cleanup activities. Additionally, the SCAQMD states that cleanup activities will likely require the use of additional equipment that may differ from typical equipment for grading and site preparation for construction, which should be evaluated in the Final IS/MND. The crux of the SCAQMD's comment is how the SVE system currently in place on the site works and if it emits any atmospheric VOCs that may be of concern to SCAQMD. The existing SVE system was processed through and is permitted by the SCAQMD (Permit #F63440 ID 125390) and extracts soil vapor from the subsurface via SVE wells and an extraction blower. The extracted soil vapor is then directed through two carbon adsorption vessels which contain 2,000 pounds of granular activated carbon (GAC). The GAC absorbs and removes any potential volatile organic compounds (VOCs) from the air, which is then emitted from an exhaust stack that is 13 feet above the ground surface. The applicant's consultant, Roux, performs weekly checks and monthly laboratory analysis to confirm that the effluent air being emitted does not contain VOCs beyond the allowable limits of the SCAQMD permit. To date, there have been no exceedances in the emitted soil vapor. As identified on page 57 of the Draft IS/MND, onsite SVE remediation activities began in September 2022 and were ongoing during preparation of the IS/MND and the public circulation period. Further, the attached memorandum (see Attachment 3) from Roux Associates entitled "Response to Earthwork Related Public Comments Related to Environmental IS/MND, 301 Tennessee Street and 360 Kansas Street, Redlands, California" confirms that soil remediation and soil vapor using SVE technology began at the project site in September 2022 and are currently on-going. Therefore, it is not expected that any contaminated soils will be encountered or exported. As such, the Draft IS/MND and LSA's report accurately evaluated construction-related emissions so no changes to the Draft IS/MND or LSA's report are required or proposed. This information merely expands or clarifies information already in the IS/MND and its technical studies.

Comment Number	Comment Responses
A-5	In this comment the SCAQMD asked how much contaminated soil or water has already been removed from the site and where it was disposed which might result in additional air pollutant emissions from truck trips that were not anticipated in the IS/MND and the air quality study. To date, there has not been any contaminated soil or water removed from the project site. Soil removed during drilling and trenching associated with remediation activities was analyzed and profiled as non-hazardous before being disposed of at Soil Safe in Adelanto, California. A total of 9.1 tons of non-hazardous materials were disposed of but this soil is not associated with grading of the Project site for development purposes and was removed consistent with SCAQMD Permit #F63440 . As stated by the hazardous materials environmental consultant Roux Associates, they do not anticipate the need for removal of any contaminated soil materials during or after removal of the SVE unit. Regarding actual grading for the proposed development, page 4 of the Draft IS/MND explains that, based on the preliminary grading plans, the project would require approximately 23,154 cubic yards of soil import. As discussed on page 45 of LSA's Air Quality/GHG report, the project's estimated soil import was included in the California Emissions Estimator Model (CalEEMod) modeling for the project. As such, haul trucks and construction equipment associated with soil import activities were included in CalEEMod. Based on CalEEMod default assumptions and soil import activities, grading would require the use of two excavators, one grader, one rubber-tired dozer, two scrapers, and two tractors/loaders/backhoes. In addition, CalEEMod estimated that there would be approximately 3,060 haul trips associated with the soil import. All of the construction emissions were adequately addressed in LSA's Air Quality/GHG report and the IS/MND. In addition, all of the ongoing soil removal associated with remediation activities have been undertaken consistent with SCAQMD (Permit #F63440 ID 125390 (See discussion under response A-4, above).
A-6	This comment recommends that, although the implementation of Mitigation Measure MM AIR-1 would reduce the cancer risks from the proposed project's construction activities below the SCAQMD Air Quality Significance Thresholds, MM AIR-1 be revised to require Tier 4F construction equipment. Since, as the comment notes, the SCAQMD thresholds are not exceeded with MM AIR -1 in its current form, more stringent requirements are not warranted or necessary. A construction Health Risk Assessment (HRA), which evaluates construction-period health risk to off-site receptors, was performed for the proposed project as part of the LSA air quality report. The results of the construction HRA are presented on pages 27 and 28 of the Draft IS/MND and pages 63 and 64 of the report. Based on the results of the construction HRA, with implementation of Mitigation Measure AIR-1, which requires the use of Tier 2 construction equipment equipped with Level 3 diesel particulate filters, construction of the proposed project would not exceed SCAQMD thresholds and would not expose nearby sensitive receptors to substantial pollutant concentrations. As impacts would be less than significant with the implementation of Mitigation Measure AIR-1, identification and analysis of additional mitigation, such as Tier 4Fl construction equipment is not warranted and would represent requirements that are disproportionate compared to potential project impacts. Therefore, pursuant to CEQA Guidelines Section 15126.4 (a)(4)(A)–(B), there is no nexus between mitigation requiring Tier 4 construction equipment and the project's air quality and health risk impacts.
A-7	This comment identifies the need for additional mitigation measures if the proposed project has significant adverse impacts: the project does not have such impacts and, therefore additional mitigation measures are not warranted or necessary and would be disproportionate compared to potential project impacts.

Comment Number	Comment Responses
A-8	This comment asks for consideration of requirements for zero-emissions (ZE) or near-zero emission (NZE) on-road haul trucks. Since impacts with respect to the construction and operation of the project would be less than significant with application of Mitigation Measure MM Air-1, additional mitigation measures are not warranted or necessary and would be disproportionate compared to potential project impacts.
A-9	This comment recommends considering limiting the daily number of trucks allowed at the proposed project to levels analyzed in the IS/MND. As demonstrated on pages 25 and 26 of the Draft IS/MND and pages 60 and 61 of LSA's report, long-term operational emissions, including estimated truck trips, associated with the proposed project were calculated using the CalEEMod and based on widely accepted industry standards. The results shown in Table 5 of the Draft IS/MND indicate that operation of the proposed project would not exceed the SCAQMD's significance criteria and would result in a less than significant impact on regional air quality. It should also be pointed out that total estimated operational emissions generated from the project are already well below SCAQMD emissions thresholds.
A-10	This comment recommends providing electric vehicle (EV) charging stations or, at a minimum, providing electrical infrastructure. Since impacts with respect to the construction and operation of the project would be less than significant with application of Mitigation Measure MM Air-1, additional mitigation measures are not warranted or necessary and would be disproportionate compared to potential project impacts.
A-11	This comment includes several recommendations related to active and passive solar mitigation measures and other energy efficiency measures for operational air quality impacts. Since operational impacts would be less than significant, additional mitigation measures are not warranted or necessary and would be disproportionate compared to potential project impacts.
A-12	This comment recommends a variety of measure related to trucks and truck routes. Since operational impacts would be less than significant, additional mitigation measures are not warranted or necessary and would be disproportionate compared to potential project impacts. It should also be noted that the City has officially designated truck routes which include Tennessee Street and West State Street which both are adjacent to the project site.
A-13	This comment suggests that the City, as the Lead Agency, review several identified reference sources and consider including additional mitigation measures in the Final MND. Since operational impacts would be less than significant, additional mitigation measures are not warranted or necessary and would be disproportionate compared to potential project impacts.
A-14	This comments states that the proposed project's warehouse owners and future operators would be required to comply with SCAQMD's Rule 2305 and Rule 316 once the warehouse is occupied. The City of Redlands acknowledges that the proposed project's future owners and operators would be required to comply with SCAQMD's Rule 2305 and Rule 316 and all other applicable air quality regulations. Given the speculative nature of the proposed project (a tenant has not yet been identified) and the fact that compliance with Rules 2305 and Rule 316 can be attained through a variety of emission reduction strategies that are selected by an individual warehouse operator, no changes to the Draft IS/MND is warranted.
A-15	This comment states that, if the proposed project needs stationary equipment such, equipment may be subject to permits from the SCAQMD are required and recommends a discussion of such future equipment in the IS/MND. At this time, a specific tenant has not yet been identified for the proposed project. Therefore, it is not possible to determine which on-site equipment would be used on the project site and whether permits from SCAQMD would be required. Nevertheless, the Draft IS/MND presents a conservative analysis of the proposed project's air quality emissions based on available information. No further response is necessary.

Comment Number	Comment Responses
A-16	This comment is the conclusion of the letter. It references the State CEQA Guidelines section that requires the Lead Agency (the City in this case to consider any comments received during the public review process on an IS/MND. It also requests that a copy of written responses to the SCAQMD comment letter be provided to them prior to the adoption of the IS/MND. The City will provide responses to the comments and also notify the SCAQMD of the date, time, and place of the Planning Commission hearing to be held for this project. No further response is needed for this comment since no issues related to the adequacy of the IS/MND were raised.
LETTER B	**San Bernardino County Department of Public Works**
B-1	This comment notes that the Project is located adjacent to the Mission Channel a San Bernardino County Flood Control District(SBCFCD) facility and notes that any encroachments on the facility or its right-of-way require a permit from the SBCFCD. The City acknowledges this comment but, since it is not directed at the IS/MND, no additional response is needed.
B-2	This comment states that the project is subject to the Redlands Master Plan of Drainage dated, May 2014. This comment is noted. No further response is needed
B-4	This comment request that the Department of Public Works be included on the circulation list for all project notices, public reviews, or public hearings, and thanks the City allowing the San Bernardino County Department of Public Works the opportunity to comment on the project.

ATTACHMENT 1

Recommended Addition to the IS/MND

[Behind this page]

Attachment 1
Recommended Addition to Air Quality Section

In response to SCAQMD Comment Number A-3, the following text is recommended to be added to Section 4.3 – C of the IS/MND (starting on page 26) related to sensitive receptors

c) Less than Significant Impact with Mitigation Incorporated.

Localized Significance Analysis

Project construction and operation emissions were compared to SCAQMD Local Significance Thresholds (LST) based on an 84-meter source-receptor distance and a disturbed acreage of 3.5 acres. By design, the localized impacts analysis only includes on-site sources; however, the CalEEMod outputs do not separate on-site and off-site emissions for mobile sources. For a worst-case scenario assessment, the emissions detailed in Table 7 assume all area source emissions would occur on site, all of the energy source emissions would occur off site at the utility power stations, and 5 percent of the project-related new mobile sources, which is an estimate of the amount of project-related on-site vehicle travel, would occur on site. Considering the total trip length included in CalEEMod, the 5 percent assumption is conservative.

The results of the LST analysis, summarized in Table 6 and Table 7, indicate that the project would not result in an exceedance of the SCAQMD LSTs during project construction or operation.

Table 6
Project Localized Construction Emissions (Lbs./Day)

Source	NO_X	CO	PM_{10}	$PM_{2.5}$
On-Site Project Emissions	51.2	36.7	9.8	5.5
Localized Significance Threshold	298.3	3,386.3	47.5	14.0
Exceeds Threshold?	**No**	**No**	**No**	**No**

Source: Compiled by LSA (January 2023).
Note: Source Receptor Area 35, based on a 3.5-acre construction disturbance daily area, at a distance of 84 meters from the project boundary

CO= carbon monoxide
lbs/day = pounds per day
$PM_{2.5}$= particulate matter less than 2.5 microns in size
PM_{10}= particulate matter less than 10 microns in size

Table 7
Project Localized Operational Emissions (Lbs./Day)

Source	NO_X	CO	PM_{10}	$PM_{2.5}$
On-Site Project Emissions	1.9	1.5	0.7	0.2
Localized Significance Threshold	298.3	3,386.3	12.0	3.9
Exceeds Threshold?	**No**	**No**	**No**	**No**

Source: Compiled by LSA (January 2023).
Note: Source Receptor Area 35, based on a 3.5-acre construction disturbance daily area, at a distance of 84 meters from the project boundary

CO= carbon monoxide
lbs/day = pounds per day
NO_X= nitrogen oxides
$PM_{2.5}$= particulate matter less than 2.5 microns in size
PM_{10}= particulate matter less than 10 microns in size

ATTACHMENT 2

LSA Memo:
Response to SCAQMD
Staff Comments,
July 7 2023

[Behind this page]

MEMORANDUM

DATE: July 7, 2023

TO: Heather Roberts and Norah Jaffan, EPD Solutions

FROM: Cara Cunningham, Associate

SUBJECT: Response to SCAQMD Staff Comments

LSA has reviewed comments from Program Supervisor, Sam Wang of the South Coast Air Quality Management District (SCAQMD) on the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Proposed 301 Tennessee Street Warehouse Project prepared by the City of Redlands and MIG, Inc. dated May 1, 2023. LSA prepared the Air Quality, Health Risk, Greenhouse Gas, and Energy Impact Report (report) for the proposed project dated February 2023 (Appendix A of the Draft IS/MND). The findings from the report were used as the basis for the findings in the Draft IS/MND.

SCAQMD STAFF'S SUMMARY OF PROJECT INFORMATION

The SCAQMD provided a summary of project-related information contained in the Draft IS/MND, including a brief project description and distance to the nearest sensitive receptors. The SCAQMD states that the nearest sensitive receptors are within 265 feet southeast (Kindergarten & Kids Care), 350 feet south (Redlands Christian Middle School), and about 760 feet southeast (apartments) of the project site.

The report identifies the nearest sensitive receptors on page 4. As identified in the report, the closest sensitive receptor to the project site is Redlands Adventist Academy Kindergarten and Kids Care, located approximately 275 feet southeast of the project site southern boundary opposite West State Street. Other sensitive receptors include Redlands Christian Middle School, located approximately 380 feet from the project site, and Arrowhead Christian Academy Upper School, located approximately 715 feet south of the project site, Redlands Adventist Academy located approximately 780 feet southeast of the project site, single-family residential uses located approximately 800 feet northeast of the project site, and Redlands Apartments located approximately 900 feet southeast from the project site southern boundary.

LSA has confirmed that the distance to the nearest sensitive receptor is approximately 275 feet. In addition, as discussed on pages 48 through 51 of the report, a construction health risk assessment (HRA) using air dispersion modeling was performed using AERMOD, which is approved by the United States Environmental Protection Agency (USEPA) when estimating the air quality impacts associated with point and fugitive sources in simple and complex terrain. The model was used to calculate the annual average pollutant concentrations associated with each emitting source. As shown in Figure 4

of the report, receptors were placed at the nearest sensitive receptor locations within the model. As such, the report correctly identified and evaluated impacts to the nearest sensitive receptors. No changes to the Draft IS/MND or report are warranted.

LOCALIZED CONSTRUCTION AND OPERATION IMPACTS ANALYSIS

The SCAQMD recommends that the Final IS/MND include the localized construction and operation impacts analysis.

As demonstrated on pages 61 and 62 of the report, project construction and operational emissions were compared to the localized significance thresholds (LST) screening tables in the East San Bernardino Valley area (SRA 35) based on the distance to the nearest receptors. The results of the LST analysis, summarized in Table N and Table O of the report, indicate that the project would not result in an exceedance of the SCAQMD LSTs during project construction or operation.

AIR QUALITY IMPACTS ANALYSIS FOR CLEANUP ACTIVITIES DURING CONSTRUCTION

The SCAQMD asserts that Mitigation Measures HAZ-2 through HAZ-4 in the Draft IS/MND require implementation of on-site soil vapor extraction (SVE) remediation activities and that the Draft IS/MND contains no analysis of the air quality impacts that quantifies the emissions associated with the remediation activities during construction. In addition, the SCAQMD asserts that cleanup activities will likely involve using heavy-duty, diesel-fueled trucks for soil export, resulting in emissions from truck hauling activities and vehicle trips by workers that will be required to conduct cleanup activities. Additionally, the SCAQMD states that cleanup activities will likely require the use of additional equipment that may differ from typical equipment for grading and site preparation for construction, which should be evaluated in the Final IS/MND.

As discussed on page 4 of the Draft IS/MND, based on the preliminary grading plans, the project would require approximately 23,154 cubic yards of soil import. As discussed on page 45 of the report, the project's estimated soil import was included in the California Emissions Estimator Model (CalEEMod) modeling for the project. As such, haul trucks and construction equipment associated with soil import activities were included in CalEEMod. Based on CalEEMod default assumptions and soil import activities, grading would require the use of two excavators, one grader, one rubber tired dozer, two scrapers, and two tractors/loaders/backhoes. In addition, CalEEMod estimated that there would be approximately 3,060 haul trips associated with the soil import.

As identified on page 57 of the Draft IS/MND, onsite SVE remediation activities began in September 2022 and were ongoing during preparation of the CEQA document. Further, the Response to Earthwork Related Public Comments Related to Environmental IS/MND letter[1] confirms that soil remediation and soil vapor using SVE technology began at the project site in September 2022 and are currently on-going. Therefore, it is not expected that any contaminated soils will be encountered

[1] Roux Associates, Inc. 2023. *Response to Earthwork Related Public Comments Related to Environmental IS/MND, 301 Tennessee Street and 360 Kansas Street, Redlands, California*. June 19.

or exported. As such, the Draft IS/MND and report accurately evaluated construction-related emissions. No changes to the Draft IS/MND or report are warranted.

RECOMMENDED REVISION TO THE CONSTRUCTION MITIGATION MEASURES

The SCAQMD recommends that the City require the use of Tier 4 final construction equipment with the use of diesel particulate filters to further reduce or minimize the impacts of the project's construction activities to the sensitive receptors and off-site workers.

A construction HRA, which evaluates construction-period health risk to off-site receptors, was performed for the proposed project. The results of the construction HRA are presented on pages 27 and 28 of the Draft IS/MND and pages 63 and 64 of the report. Based on the results of the construction HRA, with implementation of Mitigation Measure AIR-1, which requires the use of Tier 2 construction equipment equipped with Level 3 diesel particulate filters, construction of the proposed project would not exceed SCAQMD thresholds and would not expose nearby sensitive receptors to substantial pollutant concentrations. As impacts would be less than significant with the implementation of Mitigation Measure AIR-1, identification and analysis of additional mitigation, such as Tier 4 final construction equipment, is not required.

ADDITIONAL RECOMMENDED AIR QUALITY MITIGATION MEASURES

The SCAQMD includes a number of suggested mitigation measures to consider in order to reduce impacts related to operational air quality and health risk.

As demonstrated on pages 25 and 26 of the Draft IS/MND and pages 60 and 61 of the report, long-term operational emissions associated with the proposed project were calculated using the CalEEMod. The results shown in Table 5 of the Draft IS/MND and Table M of the report indicate that operation of the proposed project would not exceed the SCAQMD's significance criteria and would result in a less than significant impact on regional air quality. As such, identification and analysis of mitigation measures suggested in the comment letter is not required.

SCAQMD RULES 2305 AND 316

The SCAQMD states that the proposed project's warehouse owners and future operators would be required to comply with SCAQMD's Rule 2305 and Rule 316 once the warehouse is occupied. The City of Redlands acknowledges that the proposed project's future owners and operators would be required to comply with SCAQMD's Rule 2305 and Rule 316 and all other applicable air quality regulations. Given the speculative nature of the proposed project (a tenant has not yet been identified) and the fact that compliance with Rules 2305 and Rule 316 can be attained through a variety of emission reduction strategies that are selected by an individual warehouse operator, no changes to the Draft IS/MND or report are warranted.

SCAQMD PERMITS AND RESPONSIBLE AGENCY

The SCAQMD serves as a Responsible Agency under CEQA if the implementation of the proposed project requires permits from the agency related to the use of new stationary equipment. The comment also provides concluding remarks and agency contact information. The City of Redlands thanks the SCAQMD for its participation in the CEQA review process for the Goodman Commerce Center Project. At this time, a specific tenant has not yet been identified for the proposed project. Therefore, it is not possible to determine which on-site equipment would be used on the project site and whether permits from SCAQMD would be required. Nevertheless, the Draft IS/MND and report present a conservative analysis of the proposed project's air quality emissions based on available information. No further response is necessary.

This concludes our response to comments. Please contact Cara Cunningham at cara.cunningham@lsa.net if you have any additional questions.

ATTACHMENT 3

Roux Associates
Clarification Memo,
July 19, 2023

[Behind this page]

June 19, 2023

Mr. Bob Prasse
MIG, Inc. – Director of Environmental Services
1650 Spruce Street, Suite 106
Riverside, California 92507

Re: Response to Earthwork Related Public Comments Related to Environmental IS/MND, 301 Tennessee Street and 360 Kansas Street, Redlands, California

Dear Mr. Prasse,

Roux Associates, Inc. (Roux), on behalf of Duke Realty Tennessee Street, LP, an entity of Prologis, Inc (Owner), has prepared this letter in response to public comments received by the City of Redlands during public circulation of an environmental Initial Study/Mitigated Negative Declaration (IS/MND) for the approximately 11-acre property located at 301 Tennessee Street and 360 Kansas Street, Redlands, California (Site). As relayed by Ms. Heather Duarte of EPD Solutions, Inc. (EPD) on June 12, 2023, clarification has been requested for future redevelopment-related earthwork at the Site. Specifically, questions have been raised as to whether contaminated soils are expected to be encountered during excavation and grading necessary for demolition of an existing 181,500 square foot warehouse building and two ancillary buildings, and/or during grading and construction of a 197,397 square foot light industrial warehouse building.

As previously relayed, remediation of volatile organic compounds (VOCs) in soil and soil vapor using soil vapor extraction (SVE) technology began at the Site in September 2022 and are currently on-going. Roux initially installed two deep extraction wells, SVE-1 and SVE-2, on the northern and western portions of the Site, outside the warehouse building. In May 2023, an additional deep extraction well, SVE-3, was installed at the central portion of the Site. To date, the SVE system has operated for 220 days. Based on influent concentrations and ongoing soil vapor monitoring, it is anticipated that SVE remediation will be completed by July or August 2023. Additional details on the SVE system can be found in Roux's *SVE Pilot Test Technical Memorandum* dated January 4, 2023[1] and the *Soil Vapor Extraction System Construction Completion Report* dated April 18, 2023[2].

Once the SVE system is shut down, confirmation soil and soil vapor samples will be collected to document that VOC contamination has been treated to the extent practicable, and to show that remaining concentrations in shallow soil, if any, are below thresholds that are protective of human health and the environment. Although unexpected, if soil concentrations show that additional remediation is necessary, SVE activities may resume and additional confirmation samples collected. Therefore, it is not expected that any contaminated soils will be encountered or exported during future earthwork activities.

Should you have any questions regarding this response letter, please contact Justin Allen at (714) 904-4867 or by email at jallen@rouxinc.com or Mauricio H. Escobar at (310) 879-4920 or by email at mescobar@rouxinc.com with questions or comments.

[1] Roux, SVE Technical Memorandum – 301 Tennessee Street, Redlands, California, January 4, 2023.
[2] Roux, SVE System Construction Completion Report – 301 Tennessee Street, Redlands, California, April 18, 2023.

Sincerely,

ROUX ASSOCIATES, INC.



Justin Allen
Project Scientist



Mauricio H. Escobar, P.G.
Principal Geologist / Vice President

RECEIVED
JUL 28 2023
Development Services Dept.

JUNE 6, 2023

CITY OF REDLANDS

PLANNING COMMISSION

35 Cajon St, Suite 4

Redlands, Ca 92373

Re: Letter of Support on behalf of the 301 Tennessee Project proposed by Prologis.

I've had the opportunity to speak with a representative from Prologis about the project located at 301 Tennessee Street in our neighborhood. They have sufficiently answered my questions regarding the proposed project, and I believe it is a good fit for the location. The proposed project will greatly improve the existing site with nearly two acres of enhanced landscaping and a state-of-the-art building design that will fit today's business market by being environmentally friendly, and energy efficient.

Prologis is a long-term owner and manages all projects in-house, so they are invested in keeping their properties in top condition. With Prologis' long-term tenant relationships, this will also provide the community of Redlands with well-paying permanent jobs. With all that I have mentioned above, I believe that Prologis will be a good neighbor in our community and the 301 Tennessee project is right for this location and for the City of Redlands.

Please accept this letter of support for the project at 301 Tennessee Street; and my support of the Planning Commission to recommend moving this project forward.

Thank you,

Michael Giuliano
President
Toy Locker Inc.
300 Kansas Street
Redlands, CA 92373

August 24, 2023

Advocates for the Environment

A non-profit public-interest law firm
and environmental advocacy organization



Sean Reilly
Principal Planner
City of Redlands
35 Cajon Street, Suite 15-A,
Redlands, CA 92373

Via U.S. Mail and email to sreilly@cityofredlands.org

re: Comments on Mitigated Negative Declaration for 301 Tennessee Street Warehouse Project, SCH No. 2023050084

Dear Mr. Reilly:

Advocates for the Environment submits the comments in this letter regarding the proposed 301 Tennessee Street Warehouse Project (**Project**). We are a non-profit public-interest law firm that uses environmental law to fight to improve the environment in California. This Project proposes to demolish the existing residence and warehouse building and construct a 197,397 light industrial warehouse on a 10.98-acre site located at the cross-streets of Tennessee Street and State Street. We have reviewed the Mitigated Negative Declaration released in May 2023 (**MND**) and submit comments regarding the sufficiency of the MND's Greenhouse-Gas (**GHG**) analysis under the California Environmental Quality Act (**CEQA**).

The City Should Require the Project to be Net-Zero

GHG emissions from buildings, including indirect emissions from offsite generation of electricity, direct emissions produced onsite, and from construction with cement and steel, amounted to 21% of global GHG emissions in 2019. (IPCC Sixth Assessment Report, Climate Change 2022, WGIII, Mitigation of Climate Change, p. 9-4.) This is a very large portion of global GHG emissions. It is much less expensive to construct new building projects to be net-zero than to obtain the same level of GHG reductions by retrofitting older buildings. Climate damages will keep increasing until we reach net zero GHG emissions, and there is a California state policy requiring the state to be net-zero by 2045. It therefore makes no sense to construct new buildings that are not net-zero.

Two of the largest mixed-use development projects in the history of California, Newhall Ranch (now FivePoint Valencia), and Centennial (part of Tejon Ranch) decided, after environmental groups sued and won under CEQA, to move forward as net-zero communities. This proves it is feasible. The Applicant for this project should do the same. We urge the City to adopt net-zero as the GHG significance threshold for this project, and require full fair-share mitigation. The CARB 2017 Scoping Plan states that "achieving no net additional increase in

10211 Sunland Blvd., Shadow Hills, CA 91040 (818) 650-0030 X101 dw@aenv.org

GHG emissions, resulting in no contribution to GHG impacts, is an appropriate overall objective for new development." (p. 101.) Additionally, the CARB 2022 Scoping Plan reaffirms the necessity of a net zero target by expressing: "it is clear that California must transition away from fossil fuels to zero-emission technologies with all possible speed … in order to meet our GHG and air quality targets." (CARB 2022 Scoping Plan, p. 184.) CARB further encourages a net-zero threshold in its strategies for local actions in Appendix D to the 2022 Scoping Plan. (CARB 2022 Scoping Plan, Appendix D p. 24-26.) The MND fails to show how the Project will do this.

Moving this Project forward as a net-zero project would be the right thing for the City to do and would also help protect the City and the Applicant from CEQA GHG litigation.

CEQA GHG Significance Analysis

The MND derived its GHG significance thresholds from the CEQA Appendix G Guidelines and concluded that the Project's GHG emissions would be less than significant, claiming the Project would be consistent with plans, policies, and regulations for the reduction of GHG emissions. MND used CalEEMod to quantify the Project's emissions at 2,304.4 metric tons carbon dioxide equivalent (**MTCO2e**) per year.

The Chosen Threshold Is Not Supported by Substantial Evidence

The City chose a significance threshold of 3,000 MTCO2e as the basis for its significance determination. However, there is no basis for why the City of Redlands needs to adhere to this as a significance threshold. The South Coast Air Quality Management District (**SCAQMD**) adopted this threshold as a way of demonstrating significance for projects *where SCAQMD is the lead agency*. Here, the SCAQMD is not the lead agency, but rather, the City of Redlands is the lead agency and must provide support why this threshold should apply for this Project. Without such reasoning, basing the significance conclusion on this number alone is erroneous and does not support a showing that the GHG impact of the Project would be less than significant.

A CEQA significance determination requires a judgment based on scientific and factual data. (State CEQA Guidelines § 15064(b)(1).) Here, adopting a threshold which was developed in a different, non-applicable context, and failing to analyze or provide support for why the threshold applies to this Project is a clear violation of CEQA's mandate to support the significance conclusion with data.

Consistency with Identified Applicable Plans

The MND also analyzed consistency with applicable plans, policies or regulations adopted for the purpose of reducing GHG emissions by including a discussion of the City's

CAP, the County's Greenhouse Gas Reduction Plan, the 2022 Scoping Plan, and the 2020–2045 RTP/SCS. When discussing details of the Project, the MND should be accurate and not misleading. This significance analysis violates CEQA by being deficient and misleading in several areas, as discussed below.

Consistency with SCAG's 2020-2045 RTP/SCS

The MND analyzed that the Project would "not interfere" with SCAG's ability to meet its goal of 19% below 2005 levels by 2035 (EIR p. 73; *see* SCAG's 2020-2045 RTP/SCS, p. 5.) However, the analysis should demonstrate how it is consistent with this goal, not merely that it will not actively undermine it. This discussion of the RTP/SCS is misleading because it is explaining that the Project will not comply with the consistency measures to get incentives provided by the RTP/SCS, while at the same time trying to argue that it would not conflict with it.

Consistency with the 2022 CARB Scoping Plan

The MND briefly mentioned the 2022 Scoping Plan from the California Air Resources Board (**2022 CARB Scoping Plan**), but there are significant inconsistencies which the MND failed to analyze. The 2022 Scoping Plan sets a goal for 50% of all industrial energy demand to be electrified by 2045 (2022 CARB Scoping Plan, p. 77). The MND fails to show that the Project will be consistent with this goal. The 2022 CARB Scoping Plan also places particular emphasis on decarbonizing industrial facilities by "displacing fossil fuel use with a mix of electrification, solar thermal heat, biomethane, low- or zero-carbon hydrogen, and other low-carbon fuels to provide energy for heat and reduce combustion emissions" (2022 2022 CARB Scoping Plan, p. 208).

CalEEMod Deficiencies and Inaccurate Quantifications

CalEEMod was used as a model to estimate existing project emissions to serve as the baseline for the Project. The CalEEMod analysis was included in Appendix A to the MND and was inconsistent with the MND itself in two main ways. The City should explain these inconsistencies or CalEEMod should be rerun to get a more accurate estimation of Project GHG emissions.

First, the CalEEMod runs do not align with the information in the MND. CalEEMod was run in three different runs, Annual (Operational emissions of 1,779 MTCO2e; the figure cited in the MND), Summer (Operational emissions of 8,245 MTCO2e), and Winter (Operational emissions of 7,739.6 MTCO2e). It is not clear why the CalEEMod outputs for Winter and Summer are so much larger than the amount of the total annual emissions. The "Winter" and "Summer" CalEEMod runs were not included in the totals. The lead agency did not discuss why it omitted these outputs from the MND, which are much higher than the

results for the annual operational emissions. This is confusing and misleading, and not supported by substantial evidence. If the true emissions estimate is closer to the Summer/Winter figures than the Annual estimate, this would provide even more support for a finding of significant GHG impact. Thus, the lead agency should address those CalEEMod runs that resulted in emissions values considerably higher than the quantification in the MND.

Second, at the end of the CalEEMod analysis, a heading for Section 11.0, Vegetation is listed, but there are no parameters for vegetation included. This omission disregards the MND's role as an informative document by attempting to hide the parameters that went into CalEEMod's Vegetation analysis for the Project. Even if the Project site does little modifications to vegetation, the extent to which it makes a difference in the quantification of GHG emissions should still be known to the public and the decision makers by including it in the CalEEMod report. The CalEEMod Vegetation analysis also accounts for variation in soil type for carbon sequestration.

The CalEEMod runs are the basis for the MND's GHG analysis. The MND must connect the dots and show how the GHG inventory figure used in the MND derives from the CalEEMod modelling data, but, the MND for this Project fails to do that, due to the inconsistencies just discussed. These flaws mean that the MND's GHG analysis is not supported by substantial evidence.

The City Should Draft an EIR and Mitigate to the Fair Share Level

No mitigation measures were considered for GHGs due to the erroneous determination of less-than-significant impact. However, because the City should have found significant impact for GHG emissions, it should update its findings accordingly and would therefore be required to create a full Environmental Impact Report (**EIR**) and mitigate to the fair share level. (*Napa Citizens for Honest Gov't v. Napa County Board of Supervisors* (2001) 91 Cal.App.4th 342, 364.) In this case, fair-share mitigation means full mitigation of the Project's GHG emissions.

The City Must Prepare an EIR to Comply with CEQA

Because the above discussion provides a fair argument that the Project may have significant GHG impacts, the City must prepare an EIR. Inconsistency with applicable plans for the reduction of GHG emissions provides substantial evidence in the record to support a fair argument that the Project would have a significant environmental effect. Therefore, the City was mistaken in its choice to create an MND for a Project that would likely create such considerable GHG impact.

Feasible Mitigation

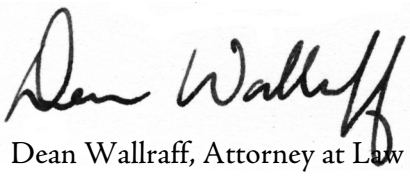
There are many mitigation measures that can feasibly be adopted. In addition to adhering to green building standards which the Project has already committed to, the City could further mitigate the Project's emissions by incorporating energy-generating features such as rooftop solar panels, or offset emissions through the sponsorship local renewable energy programs. The Project could require emergency generators to be powered by clean energy, enter into agreements with future tenants to enroll in the U.S. Environmental Protection Agency's SmartWay program[1] for trucking carries and to use electric equipment and vehicles to the extent possible—including requiring heavy-duty drayage trucks to be electric—and strictly prohibit idling on the premises. Lastly, we propose that the Project incorporate vehicle/truck charging stations, proportionate to the number of dock loading stations.

Conclusion

The City should not have prepared an MND for this project, but rather should have concluded that there was a likelihood of significant impact on GHG emissions, requiring an EIR with full analysis in accordance with CEQA guidelines to be prepared. The chosen threshold of 3,000 MTCO2e was compared with project emissions without providing substantial evidence for how it applies to a project in which the lead agency is not the SCAQMD. And the Project was not consistent with applicable plans, policies, and regulations for the reduction of GHGs. Thus, an MND was not appropriate for this case because there is a fair argument that the Project may have significant GHG impacts.

Please put Advocates for the Environment on the list of interested parties to receive updates about the progress of this potential project approval.

Sincerely,



Dean Wallraff, Attorney at Law
Executive Director, Advocates for the Environment

[1] Learn About Smart Way, https://www.epa.gov/smartway/learn-about-smartway

Sean Reilly

From: Planning Commission
Sent: Tuesday, September 26, 2023 10:31 AM
To: Sean Reilly
Cc: Linda McCasland
Subject: FW: 301 Tennessee Street project

From: Corey Oliver <corey@travelerguitar.com>
Sent: Tuesday, September 26, 2023 9:59 AM
To: Planning Commission <PlanningCommission@cityofredlands.org>; planning <planning@cityofredlands.org>
Subject: 301 Tennessee Street project

> You don't often get email from corey@travelerguitar.com. Learn why this is important

My name is J. Corey Oliver, president, CEO, and founder of Traveler Guitar in Redlands.

I am writing to register my strongest opposition to the proposed Prologis Real Estate project at 301 Tennessee Street.

Traveler Guitar's back egress is on Kansas Street where we already experience high levels of semitruck trailer parking and traffic because of the distribution warehouses located on Park Avenue. We believe the proposed Prologis Real Estate project would exacerbate this problem and make matters worse for businesses in our area.

Also, the recent Redlands Christian School expansion has caused severe traffic congestion during drop off and pick up times; cars are backed up all the way past State Street to Park Avenue with the line reaching as far down as Business Center Court.

Our streets are at *maximum* capacity.

We request that the Commission oppose the proposal for the Prologis Real Estate project and also enact and enforce rules and restrictions for semitruck parking and/or storage in this area.

Respectfully,

J. Corey Oliver

J. Corey Oliver, Founder & President
Traveler Guitar | 440 Business Center Court | Redlands CA 92373
corey@travelerguitar.com | travelerguitar.com | o 909 307 2626 ext.101

REDLANDS CHRISTIAN SCHOOLS
105 Tennessee Street
Redlands, CA 92373
Tel.909.793.0601
Fax.909.792.5691
www.redlandschristian.org

RECEIVED
OCT 17 2023
Development Services Dept.

October 15, 2023

Redlands Planning Commission

Dear Planning Commissioners:

As a neighbor of the proposed major development of the site at 301 Tennessee Street, I wanted to write and express concerns on the project.

I believe the scope of the project does not properly account for our school's presence in the neighborhood. We are a sizable school community with over 1,400 students.

- Our egress for both our middle school (via Tennessee St) and our lower school (via Kansas St) would be significantly impacted by the proposed traffic flows of this project. I would have specific concerns on our lower school afternoon pick up where a portion of parents awaiting the opportunity to use our drive through pick up process queue up along the west side of Kansas St on the block where their proposed site entrance is located.

- Not only is traffic a concern, but there are significant health and safety issues related to having large numbers of trucks interspersed with our students and parents. I was reminded of this when a truck from the existing tenant at the site used the State and Kansas intersection for a U-turn right in the middle of our dismissal process. Idling trucks and elevated CO/CO2/NO2 emissions are also a health issue, particularly for children.

- We have great appreciation for the commercial neighbors of our campus. Most of their buildings are in the 10,000 – 40,000 square feet size range. That seems to work really well for creating a safe neighborhood for our school and students. Our operations work well with existing truck flows for those neighboring businesses. We communicate with our immediate neighbors to address any concerns our presence brings to the neighborhood. I worry about such an enormous change to the existing dynamics and believe that the impacts would be difficult, at best, to predict.

I am sympathetic to the owners' desire to improve the site. The amount of detritus at the site, truck traffic on State and temporary tent structures are all negatives with the current tenant. I am supportive of the desire for the owners to make the site profitable for their business. However, I believe there are superior ways to accomplish these goals that would be in better keeping with the neighborhood and not jeopardize the safety and health of our students and families. Thank you for your consideration.

Sincerely,

Brian T. Bell
Head of Schools

From: Julia Lenhardt
To: Sean Reilly
Subject: Re: Question about warehouse project
Date: Friday, November 17, 2023 12:48:33 PM

You don't often get email from lenhardt.julia@gmail.com. Learn why this is important

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hi Sean,

Thanks very much. For me personally, I would ask that this project not be approved. Redlands community members do not want more warehouses in Redlands. I understand that there are already manufacturing buildings in the space, but replacing them with a larger warehouse, which will absolutely increase traffic and pollution, is a bad option. We have an opportunity to turn these spaces into something better than they are, not something worse. Tennessee and Alabama Sts are already insane with traffic, and adding tens of thousands of trucks per year will make things much more difficult. Diesel engine pollution is also a huge contributor to why the Inland Empire has the worst ozone pollution in the entire country. Let's not make it worse!

Thanks very much for your time and consideration.

Best,
Julia

On Fri, Nov 17, 2023 at 10:44 AM Sean Reilly <sreilly@cityofredlands.org> wrote:

> Julia,
>
> The project is likely to go to the Planning Commission early next year. There is not a set date at this point.
>
> You can either provide comments to me, or send them to the Planning Commission through the link below.
>
> https://www.cityofredlands.org/webform/planning-commission-comments-form
>
> **Sean Reilly**
>
> Principal Planner
>
> City of Redlands
>
> 35 Cajon St., Ste. 20/P.O. Box 3005

Redlands, CA 92373

Office 909.798.7555 ext. 7344

Fax 909.792.8715

From: Julia Lenhardt <lenhardt.julia@gmail.com>
Sent: Friday, November 17, 2023 10:40 AM
To: Sean Reilly <sreilly@cityofredlands.org>
Subject: Question about warehouse project

You don't often get email from lenhardt.julia@gmail.com. Learn why this is important

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hello Mr. Reilly,

I'm Julia Lenhardt, a Redlands resident and I'm writing about the project at 301 Tennessee St to demolish manufacturing buildings and build a warehouse. Can you tell me when this is going to go to the planning commission? What is the best way for residents to comment on this project?

Thank you very much,

Julia

This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.

From: Planning Commission
To: Sean Reilly
Subject: FW: Form submission from: Planning Commission Comments Form
Date: Tuesday, November 28, 2023 12:23:33 PM

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Monday, November 27, 2023 12:48 PM
To: Planning Commission <PlanningCommission@cityofredlands.org>
Subject: Form submission from: Planning Commission Comments Form

11/27/2023 - 12:47pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
November 28, 2023

Agenda Item Number:
N/A

Speaker Name:
Julia Lenhardt

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I am a Redlands resident, a mother of two young children, and a climate scientist, and I would like to formally state my fervent belief that warehouse projects should not be approved in Redlands or anywhere in the Inland Empire. These projects are stripping our city of its culture and increasing ozone and NO2 pollution in an already extremely unhealthy air quality district. They will increase traffic and greenhouse gas emissions from our city. Please do not approve the projects on California St, Tennessee St, and Kansas St.

Email to receive a copy of your submission:
lenhardt.julia@gmail.com

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RESOLUTION NO. 8633

A RESOLUTION OF THE CITY OF REDLANDS CITY COUNCIL DENYING AN APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DECISION TO DENY CONDITIONAL USE PERMIT NO. 1182, COMMISSION REVIEW AND APPROVAL NO. 948, AND LOT MERGER NO. 6 INCLUDING THE SOCIO-ECONOMIC COST/BENEFIT STUDY AND MITIGATED NEGATIVE DECLARATION PREPARED FOR THE PROJECT

WHEREAS, Prologis Inc., ("Applicant"), submitted development applications for Conditional Use Permit No. 1182, Commission Review and Approval No. 948, and Lot Merger No 6 to construct a 197,397 square-foot warehouse building with ancillary office space on a 10.9-acre site located at 301 Tennessee Street (APN:0292-192-11-0000) and 360 Kansas Street (APN: 0292-192-14-0000); and

WHEREAS, the above-referenced applications filed with the City of Redlands are referred to hereinafter as the "Project" and "Project Entitlements"; and

WHEREAS, on April 23, 2024, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by staff, the applicant and by members of the public on the Project; and

WHEREAS, on April 23, 2024, after closing the public hearing and deliberating upon the proposed Project, the Planning Commission indicated an intent to deny the requested Project Entitlements and voted 6 to 0 to continue the matter to May 14, 2024, to allow staff sufficient time to prepare an appropriate Resolution with written findings for denial.

WHEREAS, on May 14, 2024, the Planning Commission continued the matter to the next regular Planning Commission meeting of May 28, 2024, to allow staff sufficient time to finalize an appropriate Resolution with written findings for denial.

WHEREAS, on May 28, 2024, the Planning Commission voted to deny the Project Entitlements; and

WHEREAS, Prologis Inc., ("Appellant"), has filed a timely application on June 10, 2024, to appeal the Planning Commission's denial of the Project Entitlements for the proposed warehouse; and

WHEREAS, notice of the City Council public hearing was mailed to the owners of record of all properties within 300 feet of the subject property, in accordance with Section 18.192.040 of the Redlands Municipal Code; and

WHEREAS, on November 19, 2024, the City Council held a duly noticed public hearing to consider the Appeal of the Planning Commission's denial of the Project Entitlements, and considered verbal and written testimony of City staff, the appellant, and public comments from members of the public.

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

Section 1. The City Council hereby denies the Appeal, upholds the decision of the Planning Commission denying Conditional Use Permit No. 1182, Commission Review and Approval No. 948 and Lot Merger No. 06 to construct a to construct a 197,397 square-foot warehouse building with ancillary office space on a 10.9-acre site located at 301 Tennessee Street (APN:0292-192-11-0000) and 360 Kansas Street (APN: 0292-192-14-0000) and adopts the findings for denial contained in Planning Commission Resolution No. 1632.

ADOPTED, SIGNED AND APPROVED this 19th day of November 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 19th day of November 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **L. 1.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Second Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia (Assistant City Manager McConnell)

MOTION(S):

If the City Council determines the recommendation is appropriate, the following motion is provided:

I move to approve the Second Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia.

RECOMMENDATION:

To approve the Second Amendment to the Employment Agreement between the City of Redlands and Yvette M. Abich Garcia.

DISCUSSION:

On April 19, 2022, the City of Redlands entered into a City Attorney Employment Agreement with Yvette M. Abich Garcia for a term of six years, ending May 22, 2028. It is the desire of the City Council to amend the employment agreement prior to its expiration. It is proposed that the City Council approve the Second Amendment to the City Attorney Employment Agreement, which proposes the following terms:

1. Base salary: Beginning with the pay period to be paid on January 15, 2025, annual base salary shall increase to Three Hundred Thousand Dollars ($300,000).
2. Other terms as set forth in the current contract remain unchanged.

This report complies with Government Code Section 54953(c)(3).

ALTERNATIVES:

The City Council may elect not to approve the Agreement and provide alternative direction to staff.

STRATEGIC PLAN:
N/A.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr.
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

Fiscal Impact

Fiscal Year:	2025
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	14,053

Discussion:

The Second Amendment to the City Attorney Employment Agreement represents an increase in base pay of $14,053.20. Other benefits tied to base salary will be adjusted accordingly, and their impacts are minimal.

Attachments

Second Amendment to City Attorney Employment Agreement

SECOND AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

This second amendment ("Second Amendment") to the City Attorney Employment Agreement dated April 19, 2022 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and Yvette M. Abich Garcia ("Employee"), is made and entered into this 19th day of November, 2024.

RECITALS

WHEREAS, with this Second Amendment, it is the desire of the City and Employee to amend the terms and conditions of Employee's employment as City Attorney.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

AGREEMENT

Section 1. Section 2.1 of the Agreement is amended to read as follows:

2.1 Current Base Salary. Beginning with the pay period to be paid on January 15, 2025, Employee shall receive Three Hundred Thousand Dollars ($ 300,000.00) as annual base salary ("Salary") for the City Attorney position, which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee's Salary shall be subject to normal and proper withholdings as determined by state and federal law, and as determined appropriate by the City Council, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

a. Effective the first payroll period following July 1, 2025, Employee will receive a two percent (2%) increase to her Salary over the prior year.

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of November 19, 2024.

[Signatures on Next Page]

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

EMPLOYEE

By: _____
Yvette M. Abich Garcia

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **L. 2.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Third Amendment to the Agreement with About Food, Inc., doing business as Redlands Ranch Market, increasing the total compensation of the Agreement by $1,200,000 to a total amount not to exceed $4,904,400 for the provision of monthly grocery gift cards to facilitate Round 2 of the Resident Grocery Gift Card program (Assistant City Manager McConnell)

MOTION(S):

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

1. I move that the City Council approve the Third Amendment to the Agreement with About Food, Inc., doing business as Redlands Ranch Market, to increase the total compensation by $1,200,000 to a total amount not to exceed $4,904,400 for the provision of monthly grocery gift cards.

RECOMMENDATION:

Staff recommends that the City Council approve the Third Amendment to the Agreement with About Food, Inc., doing business as Redlands Ranch Market, to increase the total compensation by $1,200,000 to a total amount not to exceed $4,904,400 for the provision of monthly grocery gift cards.

DISCUSSION:

On March 11, 2021, The American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). This program provides support to state, territorial, local, and tribal governments responding to the economic and public health impacts of COVID-19.

On March 15, 2022, the City Council approved the Resident Grocery Gift Card Program funded by the State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). The program provided grocery assistance to a maximum of 1,687 eligible households in the form of a monthly $100 grocery gift card for a period of 12 months.

On May 17, 2022, the City entered into an agreement with About Food, Inc. doing business as Redlands Ranch Market, for the provision of monthly gift cards through October 2023. In October 2023 City Council approved the First Amendment to extend the term of the agreement for the provision of grocery gift cards through March 31, 2024.

On November 2023 the City Council approved the reallocation of $1,625,000 from the Small Business Gift Card Match Program and $55,000 from the Nonprofits Assistance Program to fund a Round 2 of the Resident Grocery Gift Card Program that will provide assistance to 1,400 eligible households.

On March 19, 2024, the City Council approved the Second Amendment, increasing the total compensation by $1,680,000, bringing the agreement's total to $3,704,400, and extending the term through December 31, 2026, to continue providing monthly grocery gift cards for Round 2 of the Resident Grocery Gift Card Program.

Building on the program's continued success and the significant benefits to qualifying residents, on October 15, 2024, the City Council approved the reallocation of $1,200,000 from the Pandemic Response, Public Health Response category to the Resident Grocery Gift Card Program. This funding will support an additional 1,000 eligible households, providing each a $100 monthly grocery gift card for 12 months, increasing the total number of Round 2 participants from 1,400 to 2,400.

Staff is now requesting the City Council approve the Third Amendment to the Agreement with About Food, Inc. doing business as Redlands Ranch Market, to increase the total compensation by $1,200,000, facilitating the expanded Round 2 of the Resident Grocery Gift Card Program. This will bring the agreement's total compensation to an amount not to exceed $4,904,400. Approval of the Third Amendment will further strengthen the City's commitment to providing essential assistance to residents in need and maintaining its partnership with About Food, Inc. doing business as Redlands Ranch Market.

ALTERNATIVES:

The City Council may elect not to approve the Third Amendment to the agreement. However, in doing so, staff would be unable to implement the additional 1,000 eligible applicants into the Round 2 of the Resident Grocery Gift Card program.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Selina Sanchez, Grants Coordinator

Fiscal Impact

Fiscal Year:	2022-2026
Amount:	1,200,000
Budgeted Y/N:	Y
Account No.:	200120

Discussion:

There is no General Fund Impact. This program is funded by the State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). In October 2024 , the City Council approved the reallocation of $1,200,000 from the Pandemic Response, Public Health Response category to the approved Resident Grocery Gift Card Program to fund an additional 1,000 eligible households with a $100 per month grocery gift card for a period of 12 months.

Attachments

3rd Amendment - Redlands Ranch Market
2nd Amendment - Redlands Ranch Market
1st Amendment - Redlands Ranch Market
Redlands Ranch Market - ARPA Resident Food Assistant Program Agreement

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THIRD AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL FOR EQUIPMENT AND SUPPLIES

This third amendment ("Third Amendment") to the agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement"), dated May 17, 2022, by and between the City of Redlands, a municipal corporation ("City"), and About Food, Inc., dba Redlands Ranch Market, a California corporation ("Contractor") is made and entered into this 19th day of November, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to increase the total compensation to an amount not to exceed $4,904,400 for the provision of Round 2 ARPA Resident Food Assistance Program - Grocery Gift Cards;

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

AGREEMENT

Section 1. Article 1 of the Agreement, entitled "Engagement of Contractor," is hereby amended to read as follows:

"1.1 City hereby engages Contractor to provide up to 1,687 gift cards on a monthly basis to City as of the Effective Date of this Agreement through March 2024. Further, City hereby engages Contractor to provide up to 2,400 gift cards on a monthly basis beginning December 1, 2024, through December 2026 (the "Services")."

Section 2. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

"Total compensation for Contractor's performance of the Services shall not exceed the amount of Four Million Nine Hundred Four Thousand Four Hundred Dollars ($4,904,400). City shall pay Contractor on a time and materials basis up to the note to exceed amount in accordance with Exhibit "C," titled "Payment Schedule," which is attached hereto and incorporated herein by this reference."

Section 3. Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended as shown in Attachment "1," attached to this Third Amendment.

Section 4. Exhibit "C" of the Agreement, entitled "Payment Schedule," is hereby amended as shown in Attachment "2," attached to this Third Amendment.

Section 5. All other provisions of the Agreement, Second Amendment, and First Amendment shall remain unchanged by this Third Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of November 19, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

CONTRACTOR

By: _____
Dave Ireland, General Manager
Redlands Ranch Market

ATTEST:

_____
Jeanne Donaldson, City Clerk

Attachment 1

EXHIBIT "A"
SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through March 2024. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

During the term of this Agreement for the ARPA Program – Round 2 Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 2,400 gift cards on a monthly basis to the City through December 2026. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until March 1, 2023. The program will conclude with the distribution of the final monthly gift card or March 2024, whichever is sooner.

For the ARPA Program – Round 2 Grocery Gift Card program, the City will accept applications from eligible households and distribute the gift cards beginning in April 2024 and will continue to accept applications until December 30, 2025. The program will conclude with the distribution of the final monthly gift card or December 2026, whichever is sooner.

- Because the City will be accepting applications on a rolling basis from February-December 30, 2025, the number of needed gift cards will vary each month but will not exceed 2,400 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI, DUNS or TIN # **prior** to commencement of services and before any payment to be made.

The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

Attachment 2

EXHIBIT "C"
PAYMENT SCHEDULE

Proposed Scope of Work	Product or Outcome
The Scope of Work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by the end of the contract term.	• **Must register on SAM.gov** and provide UEI, DUNS or TIN # prior to commencement of services and before any payment to be made • Provide the determined number of gift cards requested by the City each month – not to exceed a maximum of 1,687 gift cards in any given month • Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products • Ensure that gift cards are used to purchase food only by participants
May 2022 – March 2024 Monthly Invoice Not To Exceed	$168,700.00
April 2024 – December 2026 Monthly Invoice Not To Exceed	$240,000.00
TOTAL NOT TO EXCEED	**$4,904,400**

SECOND AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL FOR EQUIPMENT AND SUPPLIES

This second amendment ("Second Amendment") to the agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement"), dated May 17, 2022, by and between the City of Redlands, a municipal corporation ("City"), and About Food Inc., dba Redlands Ranch Market, a California corporation ("Contractor") is made and entered into this 19th day of March, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to increase the total compensation to an amount not to exceed $3,704,400 and extend the term of the agreement to December 31, 2026, for the provision of Round 2 ARPA Resident Food Assistance Program - Grocery Gift Cards;

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

AGREEMENT

Section 1. Article 1 of the Agreement, entitled "Engagement of Contractor," is hereby amended to read as follows:

"1.1 City hereby engages Contractor to provide up to 1,687 gift cards on a monthly basis to City as of the Effective Date of this Agreement through March 2024. Further, City hereby engages Contractor to provide up to 1,400 gift cards on a monthly basis beginning April 1, 2024, through December 2026 (the "Services")."

Section 3. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.1 The Services shall commence immediately after 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 "B," titled "Project Schedule," which is attached hereto and incorporated herein by this reference.

The term of this Agreement shall commence on May 17, 2022, and expire on December 31, 2026, unless terminated earlier as provided herein or otherwise modified by the Parties."

Section 4. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

"Total compensation for Contractor's performance of the Services shall not exceed the amount of Three Million Seven Hundred Four Thousand Four Hundred dollars ($3,704,400). City shall pay Contractor on a time and materials basis up to the note to exceed amount in

accordance with Exhibit "C," titled "Payment Schedule," which is attached hereto and incorporated herein by this reference."

Section 5. Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended as shown in Attachment "1," attached to this Second Amendment.

Section 6. Exhibit "B" of the Agreement, entitled "Project Schedule," is hereby amended as shown in Attachment "2," attached to this Second Amendment.

Section 7. Exhibit "C" of the Agreement, entitled "Payment Schedule," is hereby amended as shown in Attachment "3," attached to this Second Amendment.

Section 8. All other provisions of the Agreement and First Amendment shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of March 19, 2024.

CITY OF REDLANDS

Eddie Tejeda, Mayor

CONTRACTOR

By: _____

Dave Ireland, General Manager
Redlands Ranch Market

ATTEST:

Jeanne Donaldson, City Clerk

Attachment 1

EXHIBIT A

SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through March 2024. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

During the term of this Agreement for the ARPA Program – Round 2 Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,400 gift cards on a monthly basis to the City through December 2026. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until March 1, 2023. The program will conclude with the distribution of the final monthly gift card or March 2024, whichever is sooner.

For the ARPA Program – Round 2 Grocery Gift Card program, the City will accept applications from eligible households and distribute the gift cards beginning in April 2024 and will continue to accept applications until December 30, 2025. The program will conclude with the distribution of the final monthly gift card or December 2026, whichever is sooner.

- Because the City will be accepting applications on a rolling basis from February-December 30, 2025, the number of needed gift cards will vary each month but will not exceed 1,400 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI,

DUNS or TIN # **prior** to commencement of services and before any payment to be made.

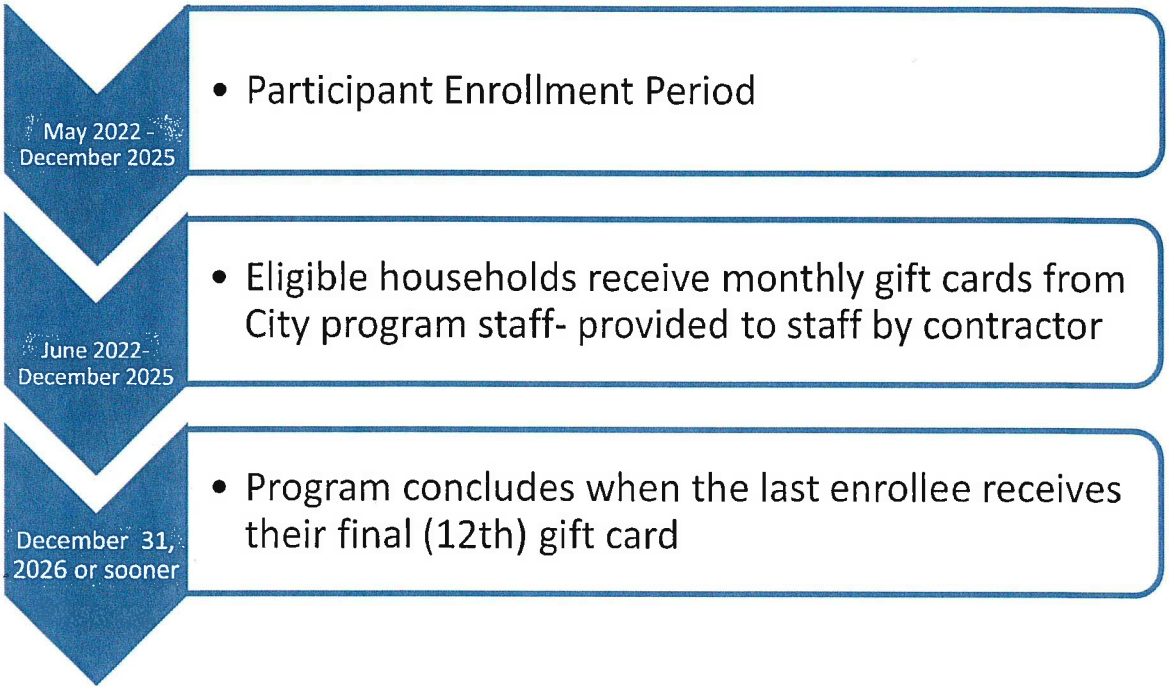
The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

Attachment 2

EXHIBIT B

PROJECT SCHEDULE



Attachment 3

EXHIBIT "C"

PAYMENT SCHEDULE

Proposed Scope of Work	Product or Outcome
The Scope of Work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by the end of the contract term.	• **Must register on SAM.gov** and provide UEI, DUNS or TIN # prior to commencement of services and before any payment to be made • Provide the determined number of gift cards requested by the City each month – not to exceed a maximum of 1,687 gift cards in any given month • Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products • Ensure that gift cards are used to purchase food only by participants
May 2022 – March 2024 Monthly Invoice Not To Exceed	$168,700.00
April 2024 – December 2026 Monthly Invoice Not To Exceed	$140,000.00
TOTAL NOT TO EXCEED	**$3,704,400.00**

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL FOR EQUIPMENT AND SUPPLIES

This first amendment ("First Amendment") to the agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement"), dated May 17, 2022, by and between the City of Redlands, a municipal corporation ("City"), and About Food Inc., dba Redlands Ranch Market, a California S Corporation ("Contractor") is made and entered into this 3rd day of October, 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to extend the term of the agreement to March 31, 2024, and update the City's representative;

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

AGREEMENT

Section 1. Article 1 of the Agreement, entitled "Engagement of Contractor," is hereby amended to read as follows:

"1.1 City hereby engages Contractor to provide up to 1,687 gift cards on a monthly basis to City commencing as of the Effective Date of this Agreement through March 2024 (the "Services")."

Section 2. Article 3 of the Agreement, entitled "Responsibilities of City," is hereby amended to read as follows:

"3.2 City designates Selina Sanchez, Grants Coordinator, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services."

Section 3. Article 4 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.1 The Services shall commence immediately after 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 "B," titled "Project Schedule," which is attached hereto and incorporated herein by this reference.

The term of this Agreement shall commence on May 17, 2022 and expire on March 31, 2024, unless terminated earlier as provided herein or otherwise modified by the Parties."

Section 4. Exhibit "A" of the Agreement, entitled "Scope of Services," is hereby amended as shown in Exhibit "1," attached to this First Amendment.

Section 5. Exhibit "B" of the Agreement, entitled "Project Schedule," is hereby amended as shown in Exhibit "2," attached to this First Amendment.

Section 6. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of October 3, 2023.

CITY OF REDLANDS

Eddie Tejeda, Mayor

CONTRACTOR

By: _____
Dave Ireland, General Manager
Redlands Ranch Market

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT 1

SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through March 2024. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until March 1st, 2023. The program will conclude with the distribution of the final monthly gift card or March 2024, whichever is sooner.

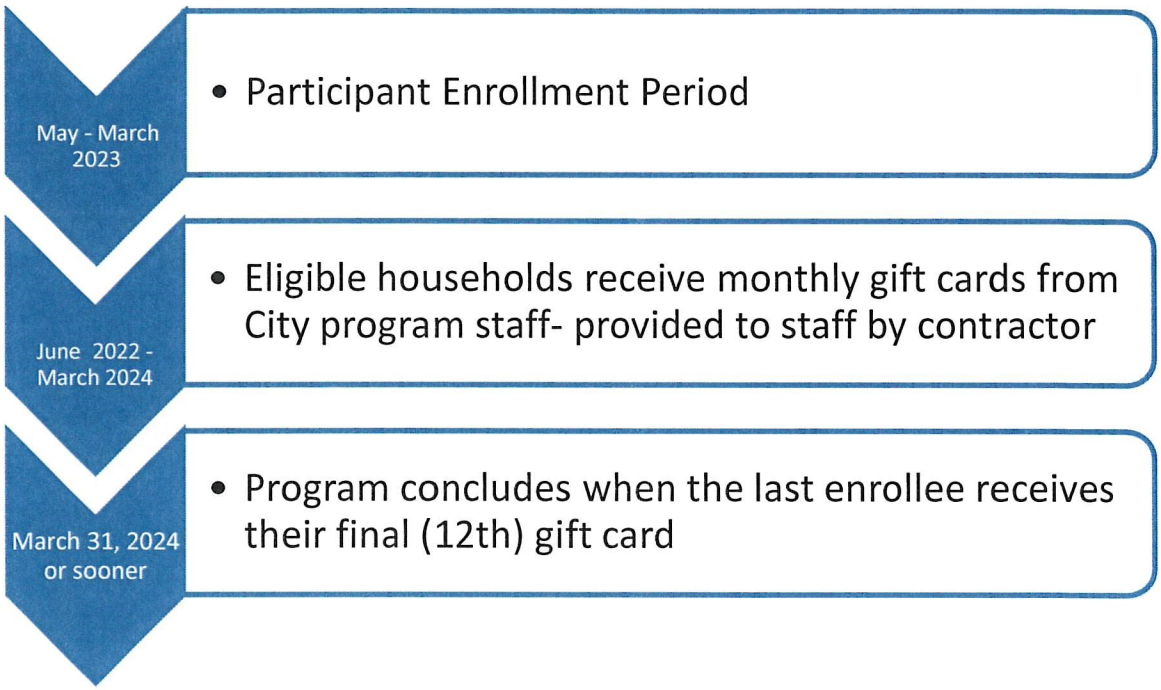
- Because the City will be accepting applications on a rolling basis from May-March 1, 2023, the number of needed gift cards will vary each month but will not exceed 1,687 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI, DUNS or TIN # **prior** to commencement of services and before any payment to be made.

The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

EXHIBIT 2

PROJECT SCHEDULE



AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement") is made and entered in this 17th day of May, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and About Food Inc., dba Redlands Ranch Market, a California S 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 provide up to 1,687 gift cards on a monthly basis to City commencing as of the Effective Date of this Agreement through October 2023 (the "Services").

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 – SERVICES OF CONTRACTOR

2.1 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.

2.2 Contractor 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 shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Maira Durazo, Grants Coordinator, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence immediately after 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 "B," titled "Project Schedule," which is attached hereto and incorporated herein by this reference.

The term of this Agreement shall commence on May 17th 2022 and expire on October 31st 2023 unless terminated earlier as provided herein or otherwise modified by the Parties.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Two Million Twenty-Four Thousand Four Hundred Dollars ($2,024,400). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Payment Schedule," which is attached hereto and incorporated herein by this reference.

5.2 Contractor shall submit monthly the completed attached "Invoice Form" template to City describing the Services performed during the preceding month in accordance with Exhibit "D" titled "Invoice Form." Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of gift cards provided to City. 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	David Ireland, General Manager About Food Inc. dba Redlands Ranch Market 800 E. Lugonia Ave. Redlands, CA, 92374 redhead443@gmail.com (951) 741-1884

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 "E," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Commercial General Liability (CGL) insurance with carriers acceptable to City:

    a. Limits of insurance not less than:
        1. $1,000,000 Each Occurrence Limit
        2. $1,000,000 Personal and Advertising Injury Limit
        3. $2,000,000 Annual Aggregate Limit
        4. $2,000,000 Products-Completed Operations Limit
    b. City shall be included as an Additional Insured. Contractor shall also cause its policy to be amended to provide that the coverage afforded to the additional insured is primary to and noncontributing with any other insurance, self-insurance or deductible amount maintained by or provided to the additional insured. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Contractor's CGL, as well as a copy of the policy's endorsement providing coverage to the additional insured on a primary and non-contributing basis.
    c. CGL coverage shall be written on ISO Occurrence form CG00011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Use of any CGL form covering defense costs within the limits of insurance requires the prior written consent of City.

C. On the certificate of insurance, the Certificate Holder section should read as follows:

    City of Redlands
    Attn: Risk Management
    P. O. Box 3005
    Redlands, CA 92373

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, 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.

8.5 This Agreement shall be governed by and construed in accordance with the Department of the Treasury's Interim Final Rule (31 CFR Part 35); 2 CFR Part 200 of Federal Grant Regulations; and 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.

8.6 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.

ARTICLE 9 – UNIFORM GUIDANCE PROVISIONS

By executing this Agreement, the Contractor hereby certifies that it will adhere to and comply with the following provisions as may be applicable to a Non-Federal Entity Contractor per Appendix II to Title 2 CFR Part 200 of the Federal Uniform Guidance:

9.1 Remedies for Breach – Any waiver by the City of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of City to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing City from enforcement of the terms of the Agreement.

9.2 Termination for Cause - This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) 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 (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) 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, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

9.3 Equal Employment Opportunity – No construction is to be funded with moneys under this program; as such, the funds used for this program are not subject to Equal Employment Opportunity.

9.4 Davis-Bacon, as amended (40 U.S.C. 3141-3148) – No construction is to be funded with moneys under this Program; as such, the funds used for this program are not subject to Davis Bacon.

9.5 Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708)- Where applicable, all contracts awarded by the City in excess of $100,000 that involve the employment of mechanics or laborers shall 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 Section 40 U.S.C. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.

9.6 Rights to Inventions – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401.2, "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 U.S. Department of the Treasury.

9.7 Clean Air Act (42 U.S.C. 7401-7671q) and Water Pollution Act (33 U.S.C. 1251-1387) – Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient 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.A. Section 1251 - 1387). Violations shall be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

9.8 Energy Efficiency – 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 (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat.871).

9.9 Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689) – No contract shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, "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 E.O. 12549.

9.10 Anti-Lobbying Certification (31 U.S.C.A. 1352) – The language of the certification set forth in this paragraph 9.10 shall be required in all contracts or subcontracts entered into in connection with this program activity and all Contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure. "The undersigned certifies, to the best of his or her knowledge or belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; 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, he/she will complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

9.11 Procurement of Recovered Materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), 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 CFR Part 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 by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.12 Access to Records and Records Retention - Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services. Such books shall be available at reasonable times for examination by City at the office of the Contractor. The Contractor, shall allow all duly authorized Federal, State, and/or City officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to this specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least eight (8) years after the expiration of the term of this Agreement.

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONTRACTOR

By: _____
David Ireland, General Manager
Redlands Ranch Market

EXHIBIT "A"

SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through October 2023. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until October 1st 2022. The program will conclude with the distribution of the final monthly gift card or October 2023, whichever is sooner.

- Because the City will be accepting applications on a rolling basis from May-October 1, 2022, the number of needed gift cards will vary each month, but will not exceed 1,687 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI, DUNS or TIN # **prior** to commencement of services and before any payment to be made

The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

EXHIBIT "B"

PROJECT SCHEDULE

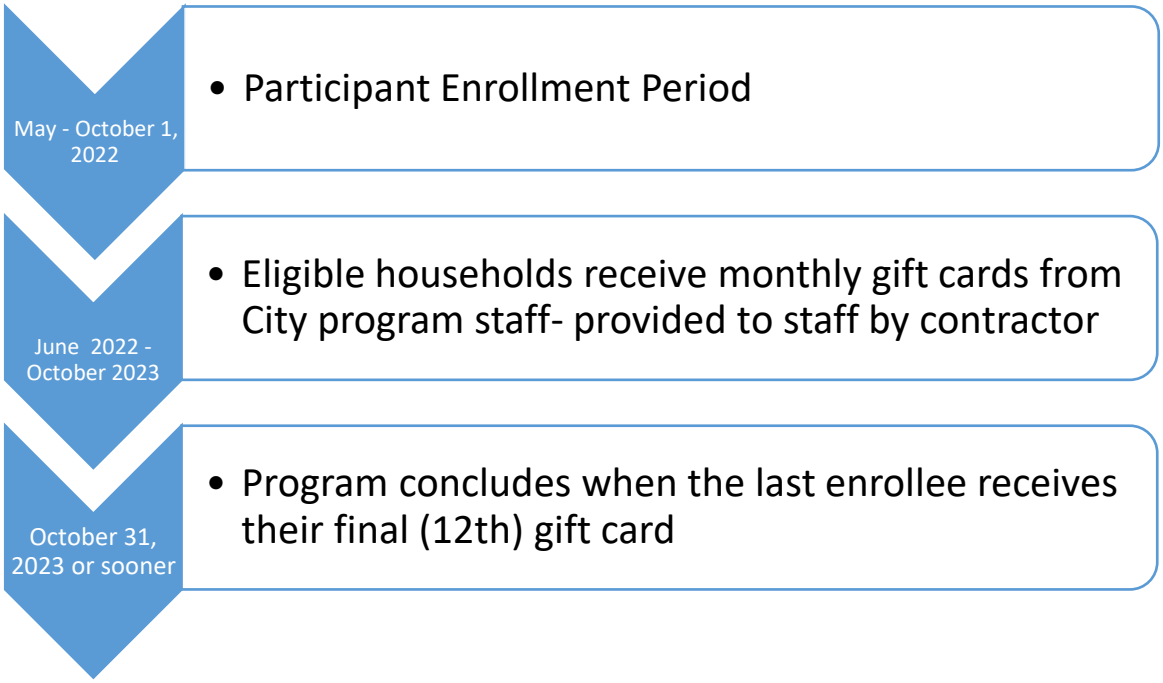


EXHIBIT "C"

PAYMENT SCHEDULE

Proposed Scope of Work	Product or Outcome
The Scope of Work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by the end of the contract term.	• **Must register on SAM.gov** and provide UEI, DUNS or TIN # prior to commencement of services and before any payment to be made • Provide the determined number of gift cards requested by the City each month – not to exceed a maximum of 1,687 gift cards in any given month • Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products • Ensure that gift cards are used to purchase food only by participants
Monthly Invoice Not To Exceed	$168,700.00
TOTAL NOT TO EXCEED	**$2,024,400.00**

EXHIBIT "D"

INVOICE FORM

TO BE PROVIDED ON LETTERHEAD

Contractor Name: About Foods Inc., dba Redlands Ranch Market		
Mailing Address: Redlands Ranch Market 800 E. Lugonia Ave. Redlands CA, 92374		
Invoice Number:		
Payment Request for Services Rendered		
Please provide a brief description of services performed:		
Date	Deliverable	Cost
	Total for this Invoice:	$

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.

CONTRACTOR

By:_____ Date: _____
David Ireland, General Manager
Redlands Ranch Market

City Council Meeting **L. 3.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Homeless Resource Services Agreement with Step Up on Second Street, Inc. for property management services at Step Up in Redlands Project Home Key for an amount not-to-exceed Four Hundred Twenty-Five Thousand Dollars ($425,000), 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 the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine approval of the homeless resource services agreement 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 homeless resource services agreement with Step Up on Second Street, Inc. for an amount not-to-exceed Four Hundred Twenty-Five Thousand Dollars ($425,000).

RECOMMENDATION:

Staff recommends that the City Council award a homeless resource services agreement to Step Up on Second Street, Inc. for an amount not-to-exceed Four Hundred Twenty-Five Thousand Dollars ($425,000). Staff further recommends City Council determine approval of the homeless resource services agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

In 2022, the City of Redlands (City) and Step Up on Second Street, Inc. (Step Up) were partners in a "Project Home Key" grant-funded endeavor to convert the former Good Nite Inn into 98 studio apartments and maintain the facility as a permanent supportive housing complex for the formerly unhoused population. In order to ensure the long term success of the project, the City committed to providing annual financial support of the project for the first 7 years, totaling approximately $3.5 million dollars.

Attached is a proposed Homeless Resource Services Agreement engaging Step Up on Second Street, Inc. as a Property Management Agent (PM Agent) to oversee the operations of the "Step Up In Redlands" permanent supportive housing facility, located at 1675 Industrial Park Ave., Redlands, CA. Under the proposed agreement, the PM Agent would be responsible for managing all aspects of the property, including leasing, rent collection, and maintenance, while ensuring compliance with local regulations and federal housing standards. Step-Up will also administer tenant selection according to Project Homekey guidelines, prioritizing low-income households. In addition, the PM Agent would work to maintain positive tenant relations, with an emphasis on counseling and referrals, and would oversee both preventive maintenance and emergency repairs as needed.

The agreement would also require the PM Agent to comply with nondiscrimination laws, ensuring equal housing opportunities. Regular meetings with the City would be scheduled to provide updates and guidance on property management issues. The agent would collect rents, ensure lease compliance, and, when necessary, manage evictions. In return for these services, the PM Agent would receive a management fee of 3% of gross revenue, with a minimum payment of $3,843 per month. This arrangement is intended to ensure the efficient and professional management of the "Step Up In Redlands" facility, supporting its mission of providing housing for vulnerable community members.

Since initial occupancy of the facility in January 2023, the City and Step Up have worked closely together to maintain higher than a 95% retention rate at the facility, providing a safe and secure home for many of those who were once homeless on the streets of Redlands.

ALTERNATIVES:

City Council may choose not to approve the agreement and provide staff alternate direction.

STRATEGIC PLAN:

Priority B-4 Homelessness

SUBMITTED BY:
David Rabindranath, Homeless Solutions 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
Appropriation Required Y/N:	N
Amount:	425000
Budgeted Y/N:	Y
Account No.:	300013

Discussion:
Adequate funds are allocated in the 2024-2026 budget.

Attachments

Agreement

HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services providing property management services for the Project HomeKey facility in Redlands, California ("Agreement") is made and entered in this 19th day of November, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Step Up On Second Street, Inc., a California nonprofit public benefit corporation ("PM Agent"). City and PM Agent are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and PM Agent agree as follows:

ARTICLE 1 – ENGAGEMENT OF PM AGENT

1.1 City hereby engages PM Agent to provide homeless resources including providing property management services for a Project HomeKey facility located at 1675 Industrial Park Ave., Redlands, California 92374 ("Facility"), for City (the "Services").

1.2 The Services shall be performed by PM Agent in a professional manner, and PM Agent 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 PM Agents in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF PM AGENT

2.1 The Services that PM Agent 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 PM Agent shall comply with applicable federal, state, and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations or any other laws whether federal, State of California or any agency, department or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates David Rabindranath, Homeless Solutions Coordinator, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 PM Agent 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 commencing as of the Effective Date and ending on June 30, 2026, or unless terminated earlier as provided herein.

4.3 Either party may terminate this agreement by giving a minimum of thirty (30) days written notice to the other party.

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

4.5 The parties to this Agreement acknowledge that the City does not own the Facility, and that the current owner of the Facility may elect to cancel this Agreement at any time. The parties agree that in the event of such cancellation, or other material interference by the current Facility owner, the parties will deem this Agreement canceled when either party provide written notice to the other party of such occurrence, and will hold each other harmless.

ARTICLE 5 – PAYMENTS TO PM AGENT

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Four Hundred Twenty-Five Thousand Dollars ($425,000). City shall pay PM Agent on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Rate Sheet," which is attached hereto and incorporated herein by this reference.

5.2 PM Agent shall submit monthly invoices to City describing the Services performed during the preceding month. PM Agent'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	PM AGENT
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Tod Lipka, CEO Step Up On Second Street, Inc. 1328 Second Street Santa Monica, CA 90401 tlipka@stepup.org (310) 394-6889

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by PM Agent for the duration of its performance of the Services. PM Agent shall not perform any Services unless and until the required insurance listed below is obtained by PM Agent. PM Agent 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 PM Agent is self-insured or exempt from the workers' compensation laws of the State of California. PM Agent shall execute and provide City with Exhibit "C," titled, "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

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

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all PM Agent owned vehicles used in connection with PM Agent'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 PM Agent 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 PM Agent, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

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

8.6 PM Agent 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 PM Agent 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 PM Agent.

8.7 During the performance of this Agreement, PM Agent 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.

PM Agent shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. PM Agent shall comply with the provisions of California law against discriminatory practices relating to such protected classes.

8.8 PM Agent 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 PM Agent.

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 PM Agent have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

STEP UP ON SECOND STREET, INC.

By: _____
Tod Lipka, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Provide property management services for the Step Up In Redlands permanent supportive housing facility located at 1675 Industrial Park Ave., Redlands, California 92374.

In consideration of the terms, conditions, and covenants hereinafter set forth, the City and PM Agent hereby mutually agree as follows:

1. **Appointment and Acceptance.** The City appoints PM Agent as exclusive agent for the management of the operations of the property known as Step Up In Redlands, located at 1675 Industrial Park Ave. Redlands, CA 92374 (Building), and PM Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement. PM Agent represents that it is experienced in professional management of properties of the character and occupancy of the Building, and PM Agent agrees to manage the Building in accordance with the highest professional standards for such property.

2. **Nondiscrimination.** In the performance of its obligations under this Agreement, the City and PM Agent shall comply with the provisions of all federal, state, or local laws prohibiting discrimination in housing on the basis of race, color, ancestry, religion, national origin, sex, marital status, children, or handicap, including Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part I; Executive Order 11063 and the regulations issued pursuant thereto (25 CFR 570.601); and Title VIII of the 1968 Civil Rights Act (Public Law 90-384).

3. **Meeting with the City.** PM Agent agrees to cause its representative to confer with the City and to attend meetings with the City at any reasonable time or times requested by the City, but in no event less than monthly. PM Agent is to provide guidance to the City on property management and services related matters as well as guidance on the requirement of the Authorities and other federal, state, and local government agencies with respect to property management related matters.

4. **Basic Information.** PM Agent shall thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Building, and especially the electrical, heating, plumbing, and ventilation system, and all other mechanical equipment in the Building.

5. **Leasing.** PM Agent shall commence with offering for rent and shall rent the dwelling units in the Building when a unit is vacant. The leasing guidelines and form of lease referred to herein below. Incident thereto, the following provisions shall apply:
    a. PM Agent shall show dwelling units for rent in the Building when the unit is ready. Showing shall be to referrals provided by the CES PM Agent to the PM Agent.

    b. PM Agent shall take and process applications for rentals, including prospective

Tenant interviews, verification of income, and sex offender checks. If an application is rejected, PM Agent shall promptly give to the applicant a proper written notice, Unable to Accommodate stating the reason for rejection. As outlined in the Tenant Selection Plan.

c. PM Agent shall comply with the special low-income housing Project Homekey and HCD requirements concerning leasing and related matters.

d. PM Agent shall be responsible for the initial certification of residents covered by any Housing Assistance Payments Contracts that may be applicable to the Building with respect to federal Section 8 rent subsidies, following procedures required by the U.S. Department of Housing and Urban Development ("HUD") if applicable. Under Project Homekey guideline residents are not required to recertify annually. PM Agent will not complete annual recertifications.

e. Subsidy sources are PSH, Section 8, VASH, City of Redlands, and HCD funding sources.

f. PM Agent will not have a waiting list of prospective Residents. Once a referral has been identified the leasing process will follow the Tenant Selection Plan. PM Agent shall exercise its best efforts (including, but not limited to, accepting CES referrals, assistance in completion of rental applications, interview of prospective residents, processing of documents, execution of Leases, and explanation of the program/ operations of the City), to effect the leasing of dwelling units, and Leases.

g. PM Agent shall perform such other acts and deeds requested by the City as are reasonable, necessary, and proper in the discharge of PM Agent's rental duties under this Agreement.

h. PM Agent shall participate in the inspection of the dwelling unit identified in the Lease together with the Tenant prior to move-in and upon move-out, and shall record in writing any previous damage to the unit and any damage occurring during the Tenant's occupancy.

6. **Project Homekey/HCD Requirements.** PM Agent acknowledges to lease 100% of the units to residents whose income do not exceed 30% AMI. Following guidelines of the Project HomeKey Program administered by HCD. The City shall furnish PM Agent with written descriptions of such requirements as they relate to PM Agent's leasing property management and fiscal management duties hereunder. Incident thereto, the following provisions shall apply:

a. PM Agent shall, prior to approving each rental application and prior to allowing prospective tenant to take occupancy, require each prospective tenant household to complete required forms and provide documentation to qualify application for residency. All applications will be submitted to Step Up's Compliance Department for approval.

b. The Compliance Department will verify program guidelines are followed. A Tenant Income Certification, Managers Certification, and Calculation sheet will be used to confirm annual income.

c. PM Agent is authorized without the City's prior consent to update forms, policies, and procedures to adhere to Project Homekey/HCD guidelines.

d. Without the City's prior written consent, PM Agent shall not enter into any lease on behalf of the City to a tenant household who fails to meet the income eligibility requirements for Project Homekey.

e. PM Agent shall maintain and preserve all written records of tenant income and household size, and any other information reasonably requested by the City in writing in connection with the Project HomeKey, throughout the term of the Agreement, and shall turn all such records over to the City upon the termination or expiration of this Agreement or upon written request of Owner.

f. PM Agent shall, to the extent such is within the scope of its authority and duties hereunder, comply with all leasing, management, reporting, and similar requirements in connection with the Project Homekey/HCD, whether such requirements be from a monitoring agency or any branch of government

g. PM Agent shall cause the Building to be maintained in compliance with all local health, safety, and building codes to the extent of available funds, and shall promptly give written notice to the City if PM Agent receives notice of any such code violation relating to the Building.

7. **Collection of Rents, Etc.** PM Agent shall collect when due, directly or through an on-site manager, all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of the Building. Such receipts shall be deposited in the Operating Account and controlled by the Owner, separate from all other accounts and funds.

8. **Enforcement of Leases.** PM Agent shall make reasonable efforts to secure full compliance by each Tenant with the terms of such Tenant's Lease. Voluntary compliance shall be emphasized, and PM Agent shall counsel Tenants and make referrals to community agencies in cases of financial hardship or other circumstances deemed appropriate by PM Agent, all to the end that involuntary termination of tenancies shall be avoided to the maximum extent, consistent with sound management of the Building. Nevertheless, and subject to any applicable procedures prescribed in the Management Plan, PM Agent may, and shall if requested by the Owner or the City, lawfully terminate any tenancy when sufficient cause for such termination occurs under the terms of the Tenant's Lease, including, but not limited to, nonpayment of rent. For this purpose, PM Agent is authorized to consult with legal counsel and bring actions agreed upon by the City and PM Agent for eviction and execute notices to vacate and judicial pleadings

incident to such actions; provided however, that PM Agent shall keep the Owner and the City informed of such actions and shall follow such instructions as Owner may prescribe for the conduct of any such action. Reasonable attorneys' fees and other necessary costs incurred in connection with such actions, as determined by Owner, shall be paid out of the Operating Account. PM Agent shall properly assess and collect from each Tenant, or the tenant's security deposit, the cost of repairing any damages to the dwelling unit arising during the Tenant's occupancy.

9. **Maintenance and Repairs.** PM Agent shall cause the Building to be maintained in a decent, safe, and sanitary condition. In accordance with Step Up's Maintenance Plan and local codes. PM Agent otherwise shall maintain the Building at all times in a condition acceptable to the City, including, but not limited to, performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary. Incident thereto, the following provisions shall apply:

   a. Special attention shall be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance personnel shall be used.

   b. PM Agent shall contract with qualified independent contractors for the maintenance and repair of major mechanical systems, and for the performance of extraordinary repairs beyond the capability of regular maintenance personnel. PM Agent shall obtain prior to commencement of any work written evidence of such contractor's liability and workers compensation insurance.

   c. PM Agent shall systematically and promptly receive and investigate all service requests from Tenants, take such action thereon as may be justified, and keep records of the same. PM Agent shall make all reasonable efforts to ensure that emergency requests are received and serviced on a 24-hour basis. Complaints of a serious nature shall be reported to the City after investigation. The City shall have the right to receive copies of all service requests and the reports of action taken thereon.

   d. PM Agent shall, to the extent within the scope of its authority and duties hereunder, use best efforts to take such action as may be necessary to comply with any and all orders or requirements of federal, state, county, or municipal authorities having jurisdiction over the Building and orders of any board of fire underwriters, insurance companies, and other similar bodies.

   e. PM Agent is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance or repair of the Building. PM Agent shall consult with the City before making any such purchase if such purchases when combined with other regularly occurring project expenses and/or when combined with outstanding accounts payable from the project's operating account will result in an Operating Account balance of less than one thousand dollars ($1,000.00).

f. Notwithstanding any of the foregoing provisions, the prior approval of the City shall be required for any one or combination of expenditures exceeding $2,500.00 for any labor, materials, supplies or otherwise that will be required in connection with the related maintenance and repair of a unit or condition in the Building, except for emergency repairs involving manifest danger to persons or property, or required to avoid imminent suspension of any necessary service to the Building. The PM Agent will abide by the provisions of this paragraph when preparing a unit for re-rental. In the event of emergency repairs, PM Agent shall notify Owner of the fact promptly, and in no event later than 72 hours from the occurrence of the event.

g. PM Agent shall not procure the services of, or purchase from, any business entity that is either owned by or employs members of any nuclear or extended family members of the PM Agent. This restriction applies regardless of the dollar amount of the services or goods in question.

h. PM Agent shall inspect all units in the community annually. The expenses related to the repairs shall be paid from the operating account. If the City wants to inspect units a 24 hour written notice must be given to the residents.

10. **Utilities and Services.** Owner shall make arrangements for water, electricity, gas, sewage, and trash disposal, vermin extermination, decorating, laundry facilities, telephone service and internet service (if applicable) in connection with the Building. All vendor bills will be sent directly to the Owner. All services contracted will be in the name of the Owner.

11. **Personnel.** All on-site personnel shall be contracted service PM Agents or employees of PM Agent and shall be paid via the terms of this agreement as an expense of the Building. Employee expense shall be paid PM Agent shall at all times have sufficient personnel physically present at the Building for the full and efficient performance of its duties under this Agreement, including physical presence of responsible persons at such times as reasonably may be requested by the City.

Operating Account. All accounts for operation and security deposits are the sole responsibility of the owner of the project. The PM Agent has no involvement with the creation or management of these accounts. Owner shall be responsible for all financial reporting

12. **Management Fee**. For performance of the property management functions under this Agreement, the PM Agent shall receive management fees as follows:

a. PM Agent's Compensation. As compensation for all of PM Agent's ongoing supervisory, management, file processing, reporting, record-keeping, and related services under this Agreement, ***PM Agent shall receive 3% of gross revenue***. **Not to be less than $3,843 per month.**

EXHIBIT "B"

RATE SHEET

Staff Hourly Rate (Fully Burdened) Site Manager (Estimated 40 hours/week)	$35.00/hour
Staff Hourly Rate (Fully Burdened) Area Manager (Estimated 30 hours/week)	$40.00 / hour
Staff Hourly Rate (Fully Burdened) Maintenance Worker (Estimated 40 hours/week)	$35.00 / hour
Facility Supplies	Actual Cost + 5%
Property Management Fee: Does not include accounting functions	3% of Gross Monthly Revenue Minimum of $3,843 / month

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.

STEP UP ON SECOND STREET, INC.

By:_____ Date: _____
Tod Lipka, CEO

City Council Meeting **L. 4.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Real Property Exchange Agreement with Property One, LLC for the for the exchange of Assessor's Parcel Numbers 0169-272-27-0000 and 0170-142-12-0000, 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 (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 find that approval of the Real Property Exchange Agreement with Property One, LLC 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 Real Property Exchange Agreement with Property One, LLC.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the Real Property Exchange Agreement with Property One, LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends that the City Council approve the Real Property Exchange Agreement with Property One, LLC for the exchange of Assessor's Parcel Numbers 0169-272-27-0000 and 0170-142-12-0000.

DISCUSSION:

The City owns certain real property located at or about the west side of Eureka Street, north of west Redlands Blvd, and south of Oriental Avenue (APN: 0169-272-27-0000) (the “City Property”). The property is approximately 7,809.45 square feet in size. This property is a substandard sized parcel with no value to the City.

Property One, LLC owns certain real property located at or about the west side of Division Street, south of Sylvan Blvd and north of Interstate 10 (APN: 0170-142-12-0000) (the “Property One Property”). The parcel is located and contiguous to Sylvan Park and therefore has value to the city due to its proximity to the open space. The City and Property One desire to exchange titles to their respective properties. Furthermore, an appraisal was conducted and indicated that the properties are of essentially equal value.

Surplus Land Act

The Surplus Land Act (Government Code sections 54220 *et seg.* the "Act") applies when a local agency disposes of surplus land, which is described in the Act as "land owned in fee simple by any local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency's use." Under the Act, "exempt surplus Land" includes land that a local agency is exchanging for another property necessary for the agency's use.

On September 3, 2024, the subject property was declared exempt surplus land. The City received confirmation from the California Department of Housing and Community Development that none of the characteristics listed under Government Code section 54221(f)(2) apply to the subject property.

Determination of General Plan Conformity

Prior to the acquisition or sale of real property by a local agency, Government Code Section 65402 requires that such acquisition or sale be submitted to the Planning Commission (Commission) for an evaluation as to its conformity with the General Plan. The proposed purchase herein for the property identified as APN 0170-142-12-0000 was submitted to the Planning Commission for evaluation on July 23, 2024.

The Commission evaluated the proposed purchase for General Plan conformity and provided its report through the adoption of a resolution (Attachment C). Through the adoption of this resolution, the Commission found that the purchase would be in conformance with the General Plan in that it is consistent with General Plan Policies 4-A.41 and 7-A.25.

Furthermore, approval of the Purchase and Sale Agreement is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3). Section 15061(b)(3) states that an activity is covered by the common sense exemption where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The approval of the agreement will only transfer ownership of the subject property and will not result in a physical change in the environment. Therefore, the proposed purchase is exempt from further CEQA review.

ALTERNATIVES:

The City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Christopher Boatman, Assistant City Manager

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

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

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

Fiscal Impact

Fiscal Year: FY 2024-25

Discussion:

There will be minimal fiscal impact related to the costs of the escrow for this Property Exchange Agreement.

Attachments

A. Real Property Exchange Agreement

B. Map of Properties
C. Resolution No. 1685 General Plan Conformity

REAL PROPERTY EXCHANGE AGREEMENT

AND JOINT ESCROW INSTRUCTIONS

Between

CITY OF REDLANDS

and

PROPERTY ONE, LLC

Effective Date: NOVEMBER 19, 2024

REAL PROPERTY EXCHANGE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS REAL PROPERTY EXCHANGE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into this 19th day of November 2024 ("Effective Date") by and between the CITY OF REDLANDS, a municipal corporation (the "City") and PROPERTY ONE, LLC, a California limited liability company, ("Property One"). The City and Property One are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

R E C I T A L S

A. The City owns that certain real property located at or about the West side of Eureka Street, North of West Redlands Blvd, and South of Oriental Avenue (APN: 0169-272-27-0000) within the city of Redlands, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "City Property"); and

B. Property One owns that certain real property located at or about the West side of Division Street, South of Sylvan Blvd and North of Interstate 10 (APN: 0170-142-12-0000) within the city of Redlands, as more particularly described in Exhibit "B" attached hereto and incorporated herein (the "Property One Property").

C. The City Property and Property One Property are sometimes hereinafter referred to collectively as the "Properties."

A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Property One agree as follows:

1. EXCHANGE OF PROPERTIES.

1.1 Agreement to Exchange. Subject to all the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, City and Property One agree to exchange title to their respective Properties, each including, to the extent owned by either Party, without limitation, such Party's interest in all mineral, oil, gas and other hydrocarbon substances on and under the properties as well as all development rights, air rights, water, water rights and water stock relating to the Properties and any other easements, rights-of-way or appurtenances, used in connection with the beneficial use and enjoyment of the Properties.

2. INSPECTIONS AND REVIEW.

2.1 Feasibility/Financing Period. As used herein, the term "Feasibility Period" shall refer to a period of time to expire at 5:00 p.m., California time, on the one hundred and twentieth (120th) calendar day following the Effective Date or the receipt of all Due Diligence Materials, whichever is later; provided, however, that if the one hundred and twentieth (120th) day is a Saturday, Sunday or holiday on which banking institutions are closed in the State of California,

then the Feasibility Period shall expire on the following business day. Each Party, in its sole and absolute discretion, may elect, by written notice at any time prior to the expiration of the Feasibility Period, to terminate this Agreement. If a Party desires to terminate this Agreement pursuant to this Section 2.1 then before the expiration of the Feasibility Period, it shall deliver written notice to of the election to terminate (the "Notice to Terminate"). If a Party fails to deliver a Notice to Terminate prior to the expiration of the Feasibility Period, then the Parties shall be deemed to have elected to proceed with this Agreement and the Closing, subject to Section 5, below. In the event of the termination of this Agreement pursuant to this Section 2.1, neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination). The following notwithstanding, either Party may extend the Feasibility Period one time by a period of sixty (60) days to complete the inspections identified in Section 2.4 below.

2.2 Delivery of Due Diligence Materials. Property One will provide City with copies of all documents in Property One's possession or control relating to the Property One Property and the general feasibility of use of the Property One Property by City, including but not limited to, zoning, use permits for commercial use, government approvals and entitlements, engineering drawings, biological surveys or reports, grading plans, improvement plans, conditions of approval, soils reports, surveys, and environmental reports (the "Property One Due Diligence Materials"). City will provide Property One with copies of all documents in City's possession or control relating to the City Property and the general feasibility of use of the City Property by City, including but not limited to, zoning, use permits for commercial use, government approvals and entitlements, engineering drawings, biological surveys or reports, grading plans, improvement plans, conditions of approval, soils reports, surveys, and environmental reports (the "City Due Diligence Materials"). In the event a Party elects to terminate this Agreement, or if Closing does not occur for any reason, the Parties shall return all Due Diligence Materials received.

2.3 Assumption of Risk. Any Due Diligence Materials shall be provided to the other Party without any recourse or liability of any type or nature. Each Party assumes all risk of any kind with regard to the use of and reliance upon any of the Due Diligence Materials provided by the other Party. Neither Party is relying upon the other Party for any information related to, concerning, or involving the respective properties for this transaction, including, without limitation, the monetary value of the Properties.

2.4 Inspections. The Parties and their respective representatives, agents, engineers, consultants, contractors, and designees shall have the right to enter onto each other's Properties from and after the date of this Agreement through the Closing for purposes of examining, inspecting and investigating the other's Properties, including the site, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes, if any, and, in each Party's sole and absolute discretion, determining whether the other's Properties are acceptable to them. Prior to entering the Properties, the entering Party (the "Entering Party") shall provide the welcoming Party (the "Welcoming Party") with at least twenty-four (24) hour written notice identifying the date and time of the planned inspection. The Welcoming Party will permit the Entering Party's planned inspection unless the planned inspection will interfere with a previously planned Welcoming Party activity or event in which case the Parties shall work together in good faith to identify another mutually convenient date or time as soon as possible. Both Parties shall have the right, for any reason and

at any time on or before the expiration of the Feasibility Period, to terminate this Agreement by delivering a written notice of such termination to the other Party and Escrow Agent.

2.5 Repair; Indemnification. The Entering Party shall, in a timely manner, repair any and all damage to the Welcoming Party's Properties caused by any inspection or investigation described herein, to a condition substantially the same as the condition of the Welcoming Party's Properties prior to such inspection or investigation. The Entering Party shall hold harmless, defend and indemnify the Welcoming Party and all of the principals, members, agents and partners of the Welcoming Party from any loss, expense (including attorney's fees), liability or cost which arises due to or out of any inspection by said Party. The foregoing indemnity shall survive the close or the termination of this transaction.

2.6 As-Is. Based on the inspection rights set forth in the preceding paragraph and in reliance on the due diligence of each Party, City and Property One acknowledge and agree that except for the limited warranties and representations expressly set forth in this Agreement, the exchange of the Properties is made solely on an AS IS WHERE IS BASIS, WITH ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. But for the foregoing understanding and agreement, the Parties would not have entered into this transaction. Each Party acknowledges that due to the expertise, experience and business acumen of both Parties and their respective consultants, each Party has the ability to conduct a complete and through due diligence of the respective Properties and would not close the transaction unless totally satisfied with the respective Property, and has otherwise conducted an exhaustive and complete due diligence which would enable the taking of the respective Property in an AS IS WHERE IS BASIS WITH ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.

2.7 Title Review. During each Parties' respective Feasibility Period, each Party shall obtain a preliminary title report for each respective Property, together with copies of all written instruments creating the exceptions specified therein, and plat maps plotting all easements specified therein (collectively, the "Title Reports"). The Parties shall notify one another in writing (each, an "Objection Notice") on or before the expiration of the Feasibility Period of any objections they may have to the title exceptions contained in the respective Title Report for the Properties. A Party's failure to provide an Objection Notice within said period shall constitute such Party's approval of all exceptions to title shown on the respective Title Report for the Properties. Upon receipt of an Objection Notice, the receiving Party (the "Receiving Party") shall have a period of ten (10) days after receipt of the objecting Party's (the "Objecting Party") Objection Notice in which to deliver written notice to the Objecting Party ("Objection Response") of the Receiving Party's election to either (i) agree to remove or cure the objected to items prior to the Close of Escrow, or (ii) decline to remove or cure any such title exceptions and, at the Receiving Party's discretion, terminate Escrow and this Agreement. If the Receiving Party notifies the Objecting Party of its election to terminate Escrow rather than remove and cure the objected to items, the Objecting Party shall have the right, by written notice delivered to the Receiving Party within ten (10) days after the Objecting Party's receipt of the Objection Response, to agree to accept the respective Property subject to the objected to items, in which event the Receiving Party's election to terminate the Escrow shall be of no effect, and the Objecting Party shall take title at the Close of Escrow subject to such objected to items without any adjustment to the Exchange. The Receiving Party may cure any objection by acquiring, at the Receiving Party's expense, a title

insurance endorsement related to the objected to exception, reasonably acceptable to the Objecting Party. Any extension of the time to review the Title Report for a Property subject to an Objection Notice shall only occur in strict accordance with the following paragraph.

2.8 Review of Amendments and Supplements. Upon the issuance of any amendment or supplement to the Title Report by the Receiving Party for a Property which adds additional exceptions, or adds any new requirement, the foregoing right of review and approval by the Objecting Party shall also apply to said amendment or supplement; provided, however, that the Objecting Party's period of review and approval or disapproval of any such additional exceptions shall be limited to fifteen (15) business days following the Objecting Party's and its counsel's receipt of the instrument(s) creating such additional exceptions. The foregoing extension shall only be allowed for and pertain to the review of the new matter and the Objecting Party shall not be entitled to object to any previously known exception or requirement for which the time for objection has expired.

2.9 Removal of Certain Exceptions. Notwithstanding anything else stated in this Agreement, in all events, the Parties shall satisfy and otherwise remove all monetary and financial liens and encumbrances on their respective Properties in existence as of the Effective Date or incurred on or before Closing (other than current taxes not yet due). In addition, the Parties shall, except as may be otherwise specifically set forth in this Agreement, terminate all leases, possessory agreements, licenses, and operating agreements that affect the respective Properties and cause all parties-in-possession title exceptions shown on the Title Report, if any, to be deleted, and neither Party need object to any such matters.

2.10 Governmental Approvals. During the course of the Escrow, each Party shall be entitled to seek all necessary approvals from any applicable governmental authorities, quasi-governmental authorities, and/or utility providers and regulators (collectively, "Governmental Authorities" and the approvals, collectively, the "Government Approvals") necessary to utilize the Properties they will receive via this Exchange in any way they see fit. The Parties shall reasonably cooperate with each other to support their efforts to obtain each other's Governmental Approvals and shall timely execute any and all applications, consents, and other documents reasonably requested by the other Party in connection therewith.

3. ESCROW.

3.1 Opening of Escrow. Within five (5) business days following the Effective Date, the Parties shall open an escrow (the "Escrow") with Chicago Title ("Escrow Agent"), at its offices located at 9090 Milliken Avenue, Suite 100, Rancho Cucamonga, CA 91730, Attn: Erin Graeberbougie, Escrow Officer, by causing a fully executed copy of this Agreement to be deposited with Escrow Agent (the "Opening of Escrow"). Escrow Agent shall provide each of the Parties with written confirmation of the date of the Opening of Escrow. Chicago Title NCS California (the "Title Company") shall also provide title insurance services related to this Agreement.

3.2 Close of Escrow; Closing Date. Escrow shall close on or prior to the date which is thirty (30) days after the conclusion of the Feasibility Period, unless mutually extended by both Parties, provided that the conditions to Closing described in Section 4 below have been satisfied

or waived (the "Closing Date"). The terms the "Close of Escrow", and/or the "Closing" are used herein to mean the date the Grant Deeds (as the term is defined in Section 3.5 herein) are recorded in the Office of the County Recorder of the County of San Bernardino (the "Official Records").

3.3 Possession. Respective possession of the Properties shall be delivered to each Party at the Close of Escrow, free and clear of all liens, encumbrances, tenancies, lessees, occupants, licensees, and all possessory rights of any kind or nature, except for any Permitted Exceptions, as set forth and defined in Section 4.1.3.

3.4 Joint Escrow Instructions. This Agreement, together with any standard instructions of Escrow Agent, shall constitute the joint escrow instructions of the Parties to Escrow Agent. In the event of any conflict between the provisions of this Agreement and Escrow Agent's standard instructions, this Agreement shall prevail.

3.5 Deliveries by City. No later than 5:00 p.m. on the business day preceding the Closing Date, City shall deliver to Escrow Agent:

(a) A fully executed and acknowledged grant deed conveying fee simple title to the City Property to Property One, in the form of Exhibit "C," attached hereto, in recordable form;

(b) A non-foreign affidavit (the "Non-Foreign Affidavit") in the form of Exhibit "D", attached hereto;

(c) A certificate of acceptance for the Property One Property Grant Deed, in the form of Exhibit "E", attached hereto;

(d) Such other documents as may be reasonably required by Title Company or Escrow Agent in order to issue the City Title Policy, transfer the City Property to Property One, or otherwise fulfill the terms and intent of this Agreement.

3.6 Deliveries by Property One. No later than 5:00 p.m. on the business day preceding the Closing Date, Property One shall deliver to Escrow Agent:

(a) A fully executed and acknowledged grant deed conveying fee simple title to the Property One Property to the City, in the form of Exhibit "E," attached hereto, in recordable form;

(b) A Non-Foreign Affidavit in the form of Exhibit "D"; and

(c) Such other documents as may be reasonably required by Title Company or Escrow Agent in order to issue the Property One Title Policy, or otherwise required to transfer the Property One Property to City in accordance with the terms of this Agreement.

3.7 Closing, Recording and Disbursements. On or before the Closing Date, and when all of the conditions precedent to the Close of Escrow set forth in Section 4 of this Agreement have been satisfied or waived in writing, Escrow Agent shall take the actions set forth in this Section 3.7.

3.7.1 Recording. Escrow Agent shall cause the Grant Deeds to be recorded in the Official Records.

3.7.2 Title Policy. Escrow Agent shall deliver to both Parties a commitment to issue Title Policies for the respective Properties, as referred to in Section 4.1.3 of this Agreement.

3.7.3 Delivery of Documents. Escrow Agent shall deliver to the respective Parties a conformed copy of the respective Grant Deeds, and any other documents (or copies thereof) deposited by the other Party with Escrow Agent pursuant to this Agreement. The originals of the Grant Deeds shall be returned to the respective Parties after recordation.

3.7.4 Real Property Taxes. All non-delinquent general and special real property taxes and assessments shall be prorated as of the Close of Escrow.

3.8 Payment of Costs. The Parties shall be responsible for payment of all applicable documentary transfer taxes and costs associated with recording the Grant Deeds for the respective Properties they are acquiring. The Parties shall also be responsible for all title insurance premiums for the respective ALTA standard owner's form policy for the respective Properties they are acquiring, as well as all charges associated with the title insurance premiums for any additional cost of obtaining any additional coverage requested by a Party, including the difference between an ALTA standard owner's policy and an ALTA extended owner's policy. The Parties shall share the Escrow fees or Escrow Agent's termination fees, as applicable, 50-50, unless the termination is caused by one Party's default (pursuant to Section 6), in which case the defaulting Party shall be liable for all outstanding Escrow fees, including Escrow termination fees. The Parties shall each be responsible for their respective attorneys' fees. All other costs of Escrow not specifically allocated in this Agreement shall be split equally among the Parties.

4. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

4.1 Conditions to City's Obligations. City's obligation to close the Exchange shall be subject to the satisfaction or written waiver by City of each of the conditions precedent set forth in this Section 4.1.

4.1.1 Property One's Performance. Property One is not in default of any term or condition of this Agreement. In the event City alleges that Property One is in default, City shall notify Property One in writing and describe the alleged default in detail. Property One shall have a reasonable time, but not less than fifteen (15) days, to cure any alleged default.

4.1.2 Property One Deliveries Made. Property One has deposited with Escrow Agent all documents required of Property One by this Agreement.

4.1.3 Title Policy. Title Company has committed to issue to City an ALTA standard, or at City's choice, an ALTA extended coverage owner's policy of title insurance ("Title Policy"), showing fee title to Property One's Property vested in City, subject only to:

(a) the standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by Title Company;

(b) title exceptions approved by City pursuant to Section 2.7 and 2.8 of this Agreement;

(c) title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement; and

(d) any other exceptions approved in writing by City in its sole and absolute discretion.

The terms of sub-sections (a) through (d), inclusive, being herein collectively referred to as "Permitted Exceptions."

4.1.4 Representations and Warranties. All representations and warranties made by Property One in this Agreement, to the best of Property One's actual knowledge, are true and correct as of the Closing as though made at that time.

4.2 Conditions to Property One's Obligations. Property One's obligation to close the Exchange shall be subject to the satisfaction or written waiver by Property One of each of the conditions precedent set forth in this Section 4.2.

4.2.1 City's Performance. City is not in default of any term or condition of this Agreement. In the event City alleges that City is in default, Property One shall notify City in writing and describe the alleged default in detail. City shall have a reasonable time, but not less than fifteen (15) days, to cure any alleged default.

4.2.2 City's Deliveries Made. City has deposited with Escrow Agent all documents required of City by this Agreement.

4.2.3 Title Policy. Title Company has committed to issue to Property One an ALTA standard, or at Property One's choice, an ALTA extended coverage owner's policy of title insurance ("Title Policy"), showing fee title to the City Property vested in Property One, subject only to:

(a) the standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by Title Company;

(b) title exceptions approved by Property One pursuant to Section 2.7 and 2.8 of this Agreement;

(c) title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement; and

(d) any other exceptions approved in writing by Property One in its sole and absolute discretion.

The terms of sub-sections (a) through (d), inclusive, being herein collectively referred to as "Permitted Exceptions."

4.2.4 Representations and Warranties. All representations and warranties made by City in this Agreement, to the best of City's actual knowledge, are true and correct as of the Closing as though made at that time.

4.2.5 No Challenges. There shall not be pending any challenge to the validity of this Agreement or the Exchange contemplated herein, including but not limited to any challenges pursuant to the Surplus Land Act.

4.3 Hazardous Materials; Environmental Compliance. As a result of the Parties' respective inspections pursuant to Section 2.4 herein, each Party intends to satisfy itself that the Properties, as applicable, are not in violation of any federal, state, or local law, ordinance, or regulation relating to Hazardous Materials, industrial hygiene, or to the environmental conditions on, under, or about the respective Properties, or any portion thereof, including, but not limited to, soil and groundwater conditions (together, "Environmental Laws"). If, at any time prior to the expiration of the Diligence Period, a Party determines that a Property it is intending to acquire, or any portion thereof, is in violation of said Environmental Laws, such Party may elect to terminate this Agreement and cancel the Escrow by delivering written notice to that effect to the other Party and Escrow Agent, thereby rendering this entire Agreement invalid, void, and unenforceable. The term "Hazardous Materials" when used in this Agreement shall mean any hazardous waste, hazardous substance, hazardous materials or toxic substances as defined, as of the Closing Date, in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675), the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395), Hazardous Waste Control Law (Health and Safety Code section 25100-25250.25); the Hazardous Materials Transportation Act, as amended (Title 49 United States Code Sections 1801-1819); and any substance defined as "hazardous waste" in Health and Safety Code Section 25117 or as a "hazardous substance" in Health and Safety Code Section 25316, and in the regulations adopted and publications promulgated under these laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation as of the Closing Date.

4.4 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by a Party, such Party shall use its diligent best efforts, in good faith, and at its own cost, to satisfy such condition. Where satisfaction of any of the foregoing conditions requires the approval of a Party, such approval shall be granted in such Party's sole and absolute discretion.

4.5 Waiver. The Parties may at any time or times, at their respective election, waive any of the conditions set forth in Sections 4.1 or 4.2, as applicable, but any such waiver shall be effective only if contained in a writing signed by the waiving Party and delivered to the other Party.

4.6 Termination. Subject to Section 6, in the event all of the conditions set forth in Sections 4.1 and 4.2 are not timely satisfied or waived, the Party whose conditions are not satisfied may, at its option, terminate this Agreement and the Escrow, thereby releasing the Parties from further obligations related to the Exchange of the Properties hereunder. Furthermore, in the event

this Agreement is terminated by either Party, all documents delivered by any Party to Escrow Agent shall be returned within a reasonable time to the original Party. Nothing in this Section 4.6 shall be construed as releasing any Party from liability for any default of its obligations hereunder or breach of its representations and warranties under this Agreement occurring prior to the termination of this Agreement and/or the Escrow to be opened hereunder.

5. REPRESENTATIONS AND WARRANTIES-BROKERAGE COMMISSIONS.

5.1 Representations and Warranties. The Parties hereby make the following representations and warranties to one another, each of which (i) is material and relied upon by the other in making their respective determinations to enter into this Agreement, (ii) is to the best of each Party's actual knowledge true in all respects as of the Effective Date and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow for one (1) year:

(a) Each Party has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement and all other documents delivered by one Party to the other now or at the Close of Escrow, have been or will be duly executed and delivered by such Party and are legal, valid, and binding obligations of such Party, sufficient to convey to the other Party good and marketable title to the respective Properties, are enforceable in accordance with their respective terms, and do not materially violate any provision of law or any agreement to which such Party is a party.

(b) Other than those matters actually known and disclosed by the Parties as of the Effective Date, there are no pending or known threatened actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against or affecting the Properties or relating to the ownership, maintenance, use or operation of the Properties.

(c) Other than those matters actually known and disclosed by the Parties as of the Effective Date, neither Party has received any written notices nor has any actual knowledge of any violation of any laws, ordinances, rules, regulations or requirements of any Governmental Authority affecting or relating to the Properties.

(d) Other than those matters actually known and disclosed by the Parties as of the Effective Date, there are no written leases, rights of first refusal, or other agreements relating to the right of possession and/or occupancy of any of the Properties by any person or entity, except for matters of record approved by such Party pursuant to Sections 2.7 and 2.8 above.

(e) Other than those matters actually known and disclosed by the Parties as of the Effective Date, to the best of each Party's actual knowledge, neither the Properties nor the Parties are in violation of any applicable Federal, State or local statute, ordinance, order, requirement, law, or regulation materially adversely affecting the Properties or construction of any improvement thereon. Neither Party has received a written notice of any such violation of applicable law. The Parties shall make their own independent determination of the feasibility of the use of the respective Properties they seek to acquire for their intended use.

(f) Neither Party has personally caused or knowingly permitted any contamination by Hazardous Materials (as defined in Section 4.3 of this Agreement) to occur on, at, about, or within their respective Properties, or any portion thereof, or otherwise knows of any

such contamination of Hazardous Materials on, at, about, or within their respective Properties, or any portion thereof.

5.2 Duty to Notify of Changed Circumstances; "Knowledge". If either Party becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by such Party, whether as of the Effective Date or any time thereafter through the Closing Date, such Party will give immediate written notice of such changed fact or circumstance to the other Party, but such notice shall not release the noticing Party of any liabilities or obligations with respect thereto. In the event a Party delivers such notice, the other Party shall have the right, upon written notice, to terminate this Agreement. For purposes of this Agreement, the knowledge requirement shall be based on actual written notice to each Party's designated person in a form which would provide actual notice to a person without a duty of inquiry. City's designated person is solely limited to _____, personally, and does not include his or any of City's agents, advisors or consultants. Property One's designated person is solely limited to Lance Lenhert, personally, and does not include his/her or any of Property One's agents, advisors or consultants. The Parties' respective designated persons shall incur no personal liability for any breach or alleged breach under this Agreement.

5.3 Brokerage Commissions. The Parties hereby each represent and acknowledge that neither Party has hired or otherwise engaged in an agreement with a broker or other party who is entitled to a commission or payment based on the transactions set forth herein. The Parties hereby indemnify and hold the other free and harmless from and against any and all costs and liabilities including, without limitation attorneys' fees, for causes of action or proceedings which may be instituted by a broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party in connection with this Agreement. The foregoing representation and indemnity shall survive the termination of this Agreement.

6. DEFAULT. In the event either Party defaults under any of the terms and provisions of this Agreement (and such default continues for a period of fifteen (15) business days following receipt of written notice of such default from the non-breaching Party), the non-breaching Party shall have the right, but not the obligation, as its sole remedy for such default, to terminate this Agreement and the Escrow created hereby. In the event of such termination, the breaching Party shall deliver to the non-breaching Party all work product prepared by or on behalf of the breaching Party with respect to the Properties which the breaching Party would have received in the Exchange, but excluding internally prepared financial analyses, work product subject to proprietary rights of third parties and the attorney work product doctrine, and any documents protected by attorney client privilege, and without representation or warranty or right to rely thereon.

7. MISCELLANEOUS.

7.1 Costs of Conveyance. All costs related to each Party's due diligence inspections and testing, and production of and/or reproduction of the Due Diligence Materials shall be the sole responsibility of the Party expending such costs.

7.2 Attorneys' Fees; Litigation. If any arbitration or action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party (including on

appeal) shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

7.3 Notices. All notices required to be delivered under this Agreement to the other Party must be in writing and shall be effective (i) on the date of personally delivery by the other Party, by messenger or by courier; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of an email, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective Parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Party hereto:

To City:	CITY OF REDLANDS Assistant City Manager Attn: Chris Boatman City of Redlands P.O. Box 3005 Redlands, CA 92373
With copy to:	CITY OF REDLANDS City Attorney Attn: Yvette M. Abich Garcia 300 E. State Street, Suite 690 Redlands, CA 92373
And:	Best Best & Krieger LLP Attn: Todd M. Gee 500 Capitol Mall, Suite 2500 Sacramento, CA 95814
To Property One:	PROPERTY ONE, LLC P.O. Box 7538 Redlands, CA 92375 Attn: Veronica Burgess
With A Copy To:	Legal Dept. P.O. Box 7538 Redlands, CA 92375 Attn: , Sim Saran, Esq.

7.4 Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

7.5 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

7.6 Assignment. Neither Party hereto may assign its rights or delegate its obligations hereunder without the prior written consent of the other Party.

7.7 Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any person or entity not signatory to this Agreement.

7.8 Binding on Heirs. This Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

7.9 Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

7.10 Condemnation and Casualty. In the event either of the Properties are (i) taken, in whole or in part, or designated to be taken by condemnation proceedings other than condemnation proceedings instigated by the City, or proceedings in lieu thereof, or (ii) damaged as a result of any earthquake, hurricane, tornado, flood, sinkhole, landslide, fire, or other casualty, prior to the Close of Escrow, each Party shall have the right to terminate this Agreement and cancel Escrow by delivering to the other Party and Escrow Agent written notice thereof.

7.11 City's Authority. Property One acknowledges City is entering into this Agreement in its proprietary capacity and not in its regulatory or governmental capacity. Nothing in this Agreement shall be interpreted or construed as restraining, impairing, limiting, impeding or restricting the City of Redlands in its regulatory capacity, or granting any rights upon Property One with respect to the use, occupancy, development, or operation of the City Property in a manner inconsistent with any laws or applicable requirements.

7.12 Entire Agreement, Waivers and Amendments. This Agreement and any written agreement entered into by the Parties with respect to the Properties, incorporate all of the terms and conditions mentioned herein, or incidental hereto, and supersede all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both Parties. The City Manager of the City of Redlands, in consultation with the City Attorney, shall determine whether any such amendment or modification requires City Council approval. Amendments and modifications of this Agreement that only extend the time for the Parties to complete actions prior to the Closing Date or extend the Closing Date shall not require City Council approval.

7.13 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

"A" Legal Description of City Property

"B" Legal Description of Property One Property

"C" Form of City Property Grant Deed

"D" Non-Foreign Affidavit

"E" Form of Property One Property Grant Deed

"F" Certificate of Acceptance

7.14 Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by same.

7.15 Section References. Any reference to any section of this Agreement cited without a decimal includes all sections following the cited section. For example, a reference to Section 5 includes Sections 5.1, 5.1(a), etc.

7.16 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.17 Interpretation: Governing Law; Venue. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect on the Effective Date with venue in San Bernardino County, California.

7.18 Covenants to Survive Escrow. The covenants and agreements contained in this Agreement shall survive the Close of Escrow.

7.19 Conflicts of Interest. No director, officer, official, representative, agent or employee of either Party shall have any financial interest, direct or indirect, in this Agreement.

7.20 Nondiscrimination. There shall be no discrimination by the Parties against any person on account of race, color, religion, sex, marital status, national origin, ancestry, or any other protected class under the Constitution of the State of California or of the United States in the performance of their respective obligations under this Agreement.

7.21 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party.

7.22 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the Agreement shall forthwith be physically amended to make such

insertion or correction. The foregoing shall not be read in a manner which works to strike or modify a negotiated term of this Agreement.

7.23 Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the Exchange and/or to accomplish the objectives and requirements that are set out in this Agreement. Both Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibits hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

CITY OF REDLANDS	**PROPERTY ONE, LLC**
a California municipal corporation	a California limited liability company
	BY ITS MANAGER: JUDSON & BROWN, LLC a Nevada limited liability company
By: _____	By: Lance Lenhert
Its: _____	Its: Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

APPROVED AS TO FORM:

By: _____
Yvette M. Abich Garcia, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF CITY PROPERTY

The subject property is identified as being situated on the West side of Eureka Street, north of W Redlands Blvd, and south of Oriental Avenue, within the city of Redlands, California. With a site identified as being San Bernardino County/City of Redlands Assessor's Parcel (APN) Number 0169-272-27-0000.

0169-272-27-0000
With a legal description of "PARCEL MAP 11197 EX THEREFROM THOSE PTN OF SD PARCEL DESC AS FOL BEG AT NW COR OF SD PARCEL 4 TH ALG N BNDRY LI OF SD PARCEL N 89 DEG 53 MIN 38 SECONDS E 328.20 FT TH S 00 DEG 17 MIN 46 SECONDS E 5 FT TH S 89 DEG 53 MIN 38 SECONDS W 38.20 FT PARALLEL WITH AND 5 FT SLY OF SD N LI TO W LI OF SD PARCEL 4 TH N 00 DEG 17 MIN 17 SECONDS W 5 FT TO POB AND BEG AT SW COR OF SD PARCEL 4 TH ALG S BNDRY LI OF SD PARCEL N 89 DEG 53 MIN 38 SECONDS E 328.20 FT TH N 00 DEG 17 MIN 46 SECONDS W 5 FT TH S 89 DEG 53 MIN 38 SECONDS W 328.20 PARALLEL WITH AND 5 FT NLY OF SD S LI TO W LI OF SD PARCEL 4 TH S 00 DEG 17 MIN 17 SECONDS TO POB ***** 12-9-94 94-488049 CC *****, *according to the Official Map thereof.*"

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY ONE PROPERTY

The subject property is identified as being situated on the West side of Division Street, South of Sylvan Blvd, and north of Interstate 10, within the city of Redlands, California. With a site identified as being San Bernardino County/City of Redlands Assessor's Parcel (APN) Number 0170-142-12-0000.

0170-142-12-0000
With a legal description of "LUGONIA PARK PTN LOTS 2, 3 AND 4 BLK D LYING SLY FROM SLY LI 75 FT WIDE FLOOD CONTROL BEING 37.50 FT ON EACH SIDE FOL DESC C/L BEG AT PT IN C/L UNIVERSITY ST 60 FT WIDE DISTANT ALG SD C/L N 0 DEG 16 MIN 15 SECONDS W 551.81 FT FROM INTERSECTION OF SD C/L WITH C/L A T SF RR 100 FT WIDE R/W TH S 71 DEG 48 MIN O6 SECONDS W 1419.15 FT TH SWLY 105.17 FT ALG TANGENT CURVE CONCAVE TO SE HAVING RADIUS OF 800 FT AND C/A OF 7 DEG 31 MIN 53 SECONDS TH S 64 DEG 16 MIN 13 SECONDS W 297.27 FT TH SWLY 163.22 FT ALG TANGENT CURVE CONCAVE TO NW HAVING RADIUS OF 800 FT AND CENTRAL ANGLE OF 11 DEG 41 MIN 19 SECONDS TH S 75 DEG 57 MIN 32 SECONDS W 268.35 FT TO PT OF TERMINATION IN C/L CHURCH ST 60 FT WIDE SD PT TERMINATION BEING DISTANT ALG SD C/L CHURCH ST N 0, *according to the Official Map thereof.*"

EXHIBIT C
FORM OF CITY PROPERTY GRANT DEED

RECORDING REQUESTED BY

City of Redlands

WHEN RECORDED
AND MAIL TAX STATEMENTS TO

Property One, LLC
Attn: Veronica Burgess
P.O. 7538
Redlands, CA 92375

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0169-272-27-0000

Grant Deed

The undersigned declare(s):
Documentary transfer tax is $
☒ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Redlands, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The CITY OF REDLANDS, a California municipal corporation

does hereby grant to

PROPERTY ONE, LLC, a California limited liability company

any and all rights, title and interests in and to that certain real property in the City of Redlands, County of San Bernardino, State of California, specifically described in EXHIBIT A and depicted in EXHIBIT B, attached hereto and incorporated herein.

Dated: _____, 2024 CITY OF REDLANDS, a municipal corporation

By: _____
Name: _____
Its: _____

EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION

The subject property is identified as being situated on the West side of Eureka Street, north of W Redlands Blvd, and south of Oriental Avenue, within the city of Redlands, California. With a site identified as being San Bernardino County/City of Redlands Assessor's Parcel (APN) Number 0169-272-27-0000.

0169-272-27-0000
With a legal description of "PARCEL MAP 11197 EX THEREFROM THOSE PTN OF SD PARCEL DESC AS FOL BEG AT NW COR OF SD PARCEL 4 TH ALG N BNDRY LI OF SD PARCEL N 89 DEG 53 MIN 38 SECONDS E 328.20 FT TH S 00 DEG 17 MIN 46 SECONDS E 5 FT TH S 89 DEG 53 MIN 38 SECONDS W 38.20 FT PARALLEL WITH AND 5 FT SLY OF SD N LI TO W LI OF SD PARCEL 4 TH N 00 DEG 17 MIN 17 SECONDS W 5 FT TO POB AND BEG AT SW COR OF SD PARCEL 4 TH ALG S BNDRY LI OF SD PARCEL N 89 DEG 53 MIN 38 SECONDS E 328.20 FT TH N 00 DEG 17 MIN 46 SECONDS W 5 FT TH S 89 DEG 53 MIN 38 SECONDS W 328.20 PARALLEL WITH AND 5 FT NLY OF SD S LI TO W LI OF SD PARCEL 4 TH S 00 DEG 17 MIN 17 SECONDS TO POB ***** 12-9-94 94-488049 CC *****, *according to the Official Map thereof.*"

EXHIBIT D
NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that the transferee of an interest in real property located in the United States must withhold tax if the transferor is a foreign person. To inform the _____ ("Transferee"), that withholding of tax is not required upon the sale by _____ ("Transferor"), of its fee simple interest in that certain real property sold pursuant to the Real Property Exchange Agreement and Joint Escrow Instructions dated _____, 2024 ("Agreement"), which real property is described in the legal description attached to the Agreement as Exhibit "A," and incorporated herein by this reference, the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and the income tax regulations promulgated thereunder);

2. The Transferor's United States Taxpayer Identification Number is _____;

3. The Transferor's office address is ***[address]***; and

4. The Internal Revenue Service has not issued any notice with respect to Transferor or listed Transferor as a person whose affidavit may not be relied upon for purposes of Section 1445 of the Internal Revenue Code.

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I am the _____ of the Transferor, and that I have authority to sign this document on behalf of the Transferor.

Dated: _____

By: _____

Its: _____

EXHIBIT E
FORM OF PROPERTY ONE PROPERTY GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF REDLANDS
Attn: City Clerk
300 E. State Street, Suite 690
Redlands, CA 92373

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0170-142-12-0000

Grant Deed

This document is being recorded for the benefit of the City of Redlands and is exempt from the payment of a recordation fee pursuant to Govt. Code Section 6103

The undersigned declare(s): This conveyance is exempt from the payment of a documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PROPERTY ONE, LLC, a California limited liability company

does hereby grant to

The CITY OF REDLANDS, a California municipal corporation

any and all rights, title and interests in and to that certain real property in the City of Redlands, County of San Bernardino, State of California, specifically described in EXHIBIT A, attached hereto and incorporated herein.

Dated: _____, 2024

PROPERTY ONE, LLC, a California limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION

The subject property is identified as being situated on the West side of Division Street, South of Sylvan Blvd, and north of Interstate 10, within the city of Redlands, California. With a site identified as being San Bernardino County/City of Redlands Assessor's Parcel (APN) Number 0170-142-12-0000.

0170-142-12-0000
With a legal description of "LUGONIA PARK PTN LOTS 2, 3 AND 4 BLK D LYING SLY FROM SLY LI 75 FT WIDE FLOOD CONTROL BEING 37.50 FT ON EACH SIDE FOL DESC C/L BEG AT PT IN C/L UNIVERSITY ST 60 FT WIDE DISTANT ALG SD C/L N 0 DEG 16 MIN 15 SECONDS W 551.81 FT FROM INTERSECTION OF SD C/L WITH C/L A T SF RR 100 FT WIDE R/W TH S 71 DEG 48 MIN O6 SECONDS W 1419.15 FT TH SWLY 105.17 FT ALG TANGENT CURVE CONCAVE TO SE HAVING RADIUS OF 800 FT AND C/A OF 7 DEG 31 MIN 53 SECONDS TH S 64 DEG 16 MIN 13 SECONDS W 297.27 FT TH SWLY 163.22 FT ALG TANGENT CURVE CONCAVE TO NW HAVING RADIUS OF 800 FT AND CENTRAL ANGLE OF 11 DEG 41 MIN 19 SECONDS TH S 75 DEG 57 MIN 32 SECONDS W 268.35 FT TO PT OF TERMINATION IN C/L CHURCH ST 60 FT WIDE SD PT TERMINATION BEING DISTANT ALG SD C/L CHURCH ST N 0, *according to the Official Map thereof.*"

EXHIBIT F
CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, from PROPERTY ONE, LLC, a California limited liability company duly organized and validly existing under the Constitution and the laws of the State of California, to the CITY OF REDLANDS, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to authority conferred by the California Constitution and City Council action dated _____, 2024, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ CITY OF REDLANDS

_____

ATTEST:

_____

Jeanne Donaldson, City Clerk



Location of Parcels
017014212 & 016927227

Legend

Parcels

0169-272-27-0000 between W Redlands Blvd & N Eureka St
0170-142-12-0000 between Sylvan Blvd and Division St

US Feet
0 200 400 800 1,200 1,600

City of Redlands
City Manager Office
Author: Redlands GIS Date: March 2024

RESOLUTION NO. 1685

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS FINDING THAT A POTENTIAL PURCHASE OF A 0.3-ACRE PARCEL LOCATED AT 301 DIVISION STREEET (APN: 0170-142-12-0000) WOULD BE IN CONFORMITY WITH THE REDLANDS GENERAL PLAN.

WHEREAS, the City of Redlands has initiated efforts to acquire a parcel of real property located at 301 Division Street (APN: 0170-142-12-0000), on the south side of Sylvan Blvd. and west side of Division Street right-of-way extended (the "Property"); and

WHEREAS, the Property consists of approximately 0.3 acre of vacant and unimproved land, abutting a flood control channel, and is presently designated for Transit Village land use on the 2035 General Plan Land Use Map; and

WHEREAS, prior to the acquisition of real property by a local agency, California Government Code Section 65402 requires that the location, purpose, and extent of the acquisition be presented to the Planning Commission and that the Planning Commission render a report as to the conformity of the proposed acquisition with the City's General Plan; and

WHEREAS, on July 23, 2024, the Planning Commission held a public meeting and considered the City's staff's oral and written reports, and the testimony submitted by the public, concerning a General Plan conformity finding for the Property; and

WHEREAS, a determination of General Plan conformity is exempt from 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 this determination may have a significant effect on the environment.

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

Section 1. California Environmental Quality Act. This determination of General Plan conformity for the potential acquisition of one parcel totaling approximately 0.3 acre located at 301 Division Street (APN: 0170-142-12-0000) is exempt from environmental review in accordance with CEQA Guidelines Section 15061(b)(3), as there is no possibility of significant environmental effects from this determination or the acquisition of real property.

Section 2. General Plan Policies. The proposed acquisition of the Property will implement or achieve the intent of the following General Plan policies.

Chapter 4: Livable Community

Action 4-A.41: Seek to acquire land to be dedicated as open space and preserve it from development.

Chapter 7: Healthy Community

Action 7-A.25: Establish agreement with public agencies and private entities for development and maintenance of trails in rights-of-way and utility corridors.

Section 3. Determination of General Plan Conformity. The Planning Commission hereby determines that the proposed acquisition of the Property would be in conformance with Redlands General Plan.

Section 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED, AND APPROVED this 23rd day of July, 2024.

Karah Shaw, Chair
Planning Commission

ATTEST:

Linda McCasland,
Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 23rd day of July, 2024, by the following vote:

AYES: 6
NOES: 0
ABSENT: 1
ABSTAIN: 0

Linda McCasland,
Secretary to the Planning Commission

City Council Meeting **L. 5.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a sole source purchase and Master Agreement with Systems & Software, Inc. for services to upgrade the utility billing and customer data management software for an amount of $737,261, approve an additional appropriation of the same, and authorize the City Manager, or designee, to execute all related documents as well as determine that approval of the Master Agreement with Systems & Software, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Management Services/Finance Director Garcia)

MOTION(S):

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

1. I move to determine that approval of the Master Agreement with Systems & Software, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve a sole source purchase and Master Agreement with Systems & Software, Inc. in an amount not to exceed $737,261 to upgrade utility billing and customer data management software from enQuesta Version 5R to enQuesta Version 6, including the Capricorn Portal, Software License, Subscription, Services, Support and Maintenance and Hosting Services Agreement; and

3. I move that the City Council approve an additional appropriation of $737,261; and

4. I move that City Council authorize the City Manager, or designee, to execute all related documents.

RECOMMENDATION:

Staff recommends that the City Council approve a sole source purchase and master agreement with Systems & Software, Inc. (“S&S”) to upgrade to enQuesta Version 6 for the EnQuesta Utility Database for Customer Management and Billing for an amount of $737,261 and an additional appropriation for the same, and to authorize the City Manager, or designer, to execute all related documents as well as determine that approval of the Master Agreement with Systems & Software, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Since 2004, the City has used the enQuesta Utility Database and Customer Management software from Systems & Software (S&S). Version upgrades were performed in 2008 and 2015. The EnQuesta system provides utility billing, collections and cash receipting functionality for the Customer Service and Revenue Division, in addition to managing approximately 25,000 active customer accounts for water, wastewater, solid waste, household hazardous waste and street cleaning fees. This system is not only vital for the accurate and timely production of 132,000 utility bills annually, it is also critical to the operational efficiency and integrity of the records contained therein.

There are evolving requirements for software enhancements, improvements to features, security and integrity of data. The upgrade completed in 2015 included the enhanced features needed for City operations at that time. With that being over 9 years ago, enhancements are unavailable in the current version in use (Version 5R or v5R). Moving to Version 6, or v6, will bring new features and functionality along with addressing software issues, cybersecurity and the need for a better customer self-service portal. It will also resolve critical on-premises disk storage space that is close to reaching its maximum capacity. Included in the upgrade engagement to v6 is the transfer of all utility billing, customer and rate data, custom reports and any custom software modifications that have been previously developed in earlier versions / implementations of enQuesta. Also, a part of the implementation is full data conversion and verification of all enQuesta v5R data to v6 along with 16 hours of end user training for Customer Service and/or IT staff to support this new installation of enQuesta v6.

Even the greatest architecture of v5R cannot support the complex IT challenges that exist today. Cyber threats are becoming more prevalent, and hackers are becoming much more sophisticated. Customer Information and Utility Billing Systems must be robust and highly secure. EnQuesta v6 was designed from the ground up with security as a top priority. To support this architecture, Systems & Software partnered with vendor solutions from VMware, Red Hat, Oracle, Java, and Apache using their latest supported solutions to power v6. As part of the v6

upgrade with the City, at no additional cost, S&S is including the professional services stated under the Hosting Service Agreement to migrate the City's on-premise data to the S&S Oracle Cloud. Additionally, S&S will store ninety (90) days of backup data.

The Capricorn Customer Portal is a comprehensive web platform designed to provide convenient services and increase overall customer engagement. With a responsive design platform, customers can access the portal from any device (i.e.: laptop, tablet, smartphone, etc.) which drives overall customer adoption. The City currently utilizes the RedConnect platform, which will be replaced by Capricorn and provide customers with a more user-friendly experience. This project upgrade is slated for approximately 6 months in duration.

Furthermore, approval of the Master Agreement with Systems & Software, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the activity will not have a significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Albert Maldonado, Special Counsel
Yvette M. Abich Garcia, City Attorney
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:	Yes
Amount:	$737,261
Budgeted Y/N:	N
Account No.:	608900

Discussion:

The total cost of this upgrade is $737,261 and staff recommends that an additional appropriation for this purchase be made from the Utility Billing Fund (608). In reviewing the budget and 2-year funding plan for Fund 608, there is sufficient cash to cover this expense and meet all other budgeted obligations. The unassigned cash in this fund is estimated at $2.3 million as of June 30, 2024. Required funding for software maintenance in subsequent fiscal years will be included in the department's budget request.

Attachments

Additional Appropriations
Master Service Agreement
Attachment A - Detailed Pricing
Schedule B.0 Statement of Work
Schedule B.1 Capricorn Statement of Work
Schedule C. Standard Maintenance and Support Guidelines
Support and Maintenance Quote 2025-2029
Schedule D

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 11/05/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Management Services/Revenue

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other professional services	608900	6106		737,261.00
				$ 737,261 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

JUSTIFICATION: Additional appropriation to be offset by use of unrestricted cash in the Utility Billing Fund (608). enQuest v5R upgrade to v6. CC meeting 11/19/2024

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

Master Agreement

Software License, Subscription, Services, Support and Maintenance, and Hosting Services Agreement

Systems & Software, Inc.
10 E Allen St, Suite 201
Winooski, VT 05404

Contents

Master Agreement Terms and Conditions 3
Schedule “B” – Statement of Work (“SOW”) 32
Schedule “C” – Standard Support and Maintenance Guidelines 33
Schedule “D” – Insurance Requirements 34
Schedule “E” – Third Party Software Licenses and Third Party Software Terms 35

Master Agreement Terms and Conditions

THIS SOFTWARE LICENSE, SERVICES, SUPPORT AND MAINTENANCE, AND HOSTING SERVICES AGREEMENT (the "Agreement") made as of the 19th day of November, 2024(the "Effective Date").

BETWEEN: Systems & Software, Inc. ("**S&S**").

- and -

City of Redlands, a municipal corporation ("Organization")

WHEREAS, S&S wishes to grant the Organization a license to utilize certain Software; to provide certain Services related to said Software; and to enter into an agreement for the Support and Maintenance of said Software; and to provide certain Hosting Services to Organization; and

WHEREAS, the Organization wishes to acquire a license to utilize the Software; to obtain Services related to said Software; to acquire ongoing Support and Maintenance for said Software; and to obtain Hosting Services for said Software and its system;

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I: INTERPRETATION

Section 1.1 Definitions

1.1.1 **"Annual Hosting Fees"** means any Annual Hosting Fees included in the SOW (Schedule "B") to this Agreement.

1.1.2 "**Annual Subscription Fees**" means any annual subscription fees for Software licensed on a subscription basis as set out in Schedule "B" to this Agreement.

1.1.3 "**Applicable Data Protection Law**" means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under this Agreement and Oracle's Data Processing Agreement referred to in Schedule "H-4", which may include Applicable European Data Protection Law.

1.1.4 "**Applicable European Data Protection Law**" means (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended; and (iii) the UK Data Protection Act 2018.

1.1.5 "**Completion of Services**" means that the Software is operational and performing in conformity with the specifications set out herein. Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominant business system.

1.1.6 "**Concurrent Users**" means the total number of Users who can access the Software at any one time as detailed in Schedule "B," and further described in Article II.

1.1.7 "**Concurrent User License**" means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "B".

1.1.8 "Confidential Information" means, with respect to a party hereto, all information or material which: is marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking,. Confidential

Information of S&S shall include, without limitation, the Software, the Service Specifications, the terms and pricing under this Agreement, and any information with respect to the Hosting Services that S&S may provide to Customer from time to time, including without limitation, all information disclosed by S&S relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party as evidenced by its written records; (iii) is lawfully disclosed to the receiving party by a third party without restriction on the disclosure; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information does not include any personal information that may be included in the Data.

1.1.9 **"Customer Data**." As between Organization and S&S, all Customer Data will remain the sole and exclusive property of Organization. Organization is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Customer Data, and shall ensure that the Customer Data will not violate any applicable law or the terms of this Agreement. Organization consents to the storage of Customer Data in, and transfer of Customer Data into, the United States if Organization is located in the United States and in Canada if Organization is located in Canada.

1.1.10 **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

1.1.11 "**Embedded Third Party Software**" means components licensed by S&S for use in the Software (ex. Java, JasperSoft (Document Generation)).

1.1.12 "**Hosting Services**" means the services to be provided by or on behalf of S&S under this Agreement that includes hosting, monitoring, operating and maintaining the Software on hardware and related equipment and will permit Organization to use and access the Software via a method as determined solely by S&S. The Hosting Services shall also include storing all data entered and maintained by Users through use of the Hosting Services and the provision of updates, upgrades, and bug fixes related to support and maintenance of the Software.

1.1.13 **"License"** means the license rights granted to the Organization pursuant to Article II hereof and includes both a Concurrent User License and a Site License.

1.1.14 "**Oracle**" means Oracle America, Inc.

1.1.15 "**Personal Information**" shall have the same meaning as the term "personal data", "personally identifiable information (PII)" or the equivalent term under Applicable Data Protection Law.

1.1.16 "**Professional Service(s)**" means the one-time professional services to be performed by S&S to configure, set-up, and implement the Software at the hosting site in accordance with this Agreement and as more particularly set out in the Statement of Work (Attachment B).

1.1.17 **"Release"** means an Update and an Upgrade.

1.1.18 **"Service Provider Content"** means content such as software (including machine images), data, text, audio, video or images that S&S's service provider or any of its affiliates make available in connection with the Hosting Services to allow access to and use of the Hosting Services, including APIs; WSDLs; documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). Service

Provider Content does not include the Hosting Services or other third-party software, data, text, audio, video or images made available to Organization in conjunction with the Hosting Services. Some Service Provider Content may be provided to Organization under a separate license, such as the Apache License, Version 2.0, or other open-source license.

1.1.19 "**Service Specifications**" means the following documents referenced in Schedule H-4, as applicable to the Hosting Services under this Agreement: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle services, such as professional services: the Oracle Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement.

1.1.20 **"Site"** means solely at the production environment described in Schedule "B".

1.1.21 **"Site License"** means a license that restricts the Software such that it can reside in one production environment and a reasonable number of non-production environments.

1.1.22 **"Software"** means the software products that are listed in Schedule "B" and includes any Update(s) or Upgrade(s) that have been provided to Organization. Third Party Software is not included in the definition of Software.

1.1.23 **"Third Party Software"** means the third-party software product licensed to Organization by the applicable licensors as listed in Schedule "B" The terms and conditions for the Third-Party Software are listed in Schedule "E". Future Releases of the Software may require alternate third-party software to be licensed by Organization, which will be subject to a third-party license agreement between Organization and the relevant third-party software licensor. In such case Schedule "B" shall be amended to add any such third-party software and it shall be deemed "Third Party Software" for the purposes of this Agreement.

1.1.24 **"Update"** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality, or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

1.1.25 **"Upgrade"** is a major overhaul of the Software which is a complete new published version of the Software that modifies, revises, or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

1.1.26 **"User"** means any employee of Organization or any of Organization's agents who are authorized by S&S pursuant to this Agreement to have access to the Software.

Section 1.2 Currency

All references to currency in this Agreement and the related Schedules refer to U.S. Dollars.

Section 1.3 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement and are incorporated herein by reference:

- Schedule "B" – Description of Software
- Schedule "B" – Statement of Work ("SOW")

- Fees & Payment Schedule
- Schedule “C” – Standard Support and Maintenance Guidelines
- Schedule “D” – Insurance Requirements
- Schedule “E” – Third Party Terms and Conditions
- Schedule “F” – Hosting Services Availability

ARTICLE II: SOFTWARE LICENSES

Section 2.1 Grant of Licenses

2.1.1 **S&S Software is licensed, not sold.** Software under this Agreement may be licensed perpetually or on a subscription basis, as indicated and designated on Schedule “B.”

2.1.1.1 **Perpetual Licenses.** For Software licensed to Organization on a perpetual basis, as indicated on Schedule “B,” and subject to the terms and conditions of this Agreement, including without limitation the payment of the License Fees, S&S hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format for the number of Concurrent Users specified in Schedule “B” (the “License”). This License does not apply to Third Party Software, which are licensed pursuant to their terms.

2.1.1.2 **Subscription Licenses**. For Software licensed to Organization on a subscription basis, as indicated in Schedule “B,” and subject to the terms and conditions of this Agreement including without limitation the payment of the Subscription Fees on an ongoing basis, S&S hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Hosting Site and for the number of Concurrent Users specified in Schedule “B” (the “License”). All Releases installed by Organization are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software except as this Subscription Agreement may state otherwise.

2.1.2 Any Software furnished by S&S in machine-readable form may be copied in whole or in part by Organization for use on the Organization’s platform and operating system environment which is operating the Software (“Designated Computer System”), whether hosted or on premises. This environment can be accessed by Users can be from any internal or external computer terminal. To the extent that any temporary files associated with the Software are created during such use on such terminals, those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by S&S and all copies thereof made by Organization are and at all times remain the sole property of S&S.

2.1.3 Any License granted under this Agreement permits the Organization to: (i) use the Software for its reasonable business purposes including performance testing, disaster recovery, disaster testing, training, archival and backup, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software which may include flow diagrams, system operation schematics, and/or screen shots. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by S&S in its sole discretion in advance. The Organization shall defend, indemnify and hold harmless S&S from claims arising from

(i) all of the actions of and

(ii) any misuse or appropriation of the Software by any independent contractor.

2.1.4 The Organization may duplicate Documentation for permitted uses so long as all required proprietary markings are retained on all duplicated copies.

2.1.5 Software is licensed to the Organization on multiple levels. The Software is licensed "Current Account Volume" and "User License" basis as set forth in Schedule "B".

(i) Concurrent User License permits the Organization to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "B". A User is further defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii) A Site License permits the Organization to use the Software on the Designated Computer System in one (1) production environment and a reasonable number of non-production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. Organization requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

Organization may purchase additional licenses to use the Software as necessary at S&S' then current prices and terms.

2.1.6 As between S&S and Organization, S&S reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

2.1.7 Subject to the terms and conditions of this Agreement, including without limitation, payment by Organization of the Annual Hosting Fees, S&S hereby grants to Organization a personal, non-exclusive, non-transferable limited right, during any Term for which Annual Hosting Fees are paid, to allow Users to access and use the Hosting Services solely in connection with its use of the Software together with any further restrictions as detailed in this Agreement.

2.1.8 Subject to the terms and conditions of the Agreement, Organization grants to S&S and its service provider a world-wide, non-exclusive, royalty-free license to access the Customer Data for the purpose of performing the Hosting Services or as necessary to comply with the law or a binding order of a government body. Access to the Data shall only be by S&S's and its service provider's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, S&S may not access the Customer Data for any other purpose without the express written consent of Organization. Access to Customer Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law or a binding order of a government body. Unless it would violate the law or a binding order of a government body, S&S will give Organization of any legal requirement or order referred to requiring such disclosure.

2.1.9 Organization grants to S&S a world-wide, non-exclusive, royalty-free license to aggregate or compile Customer Data with the customer data of other customers using the Hosting Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). S&S shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Organization grants S&S the right to access Data to provide feedback to Organization concerning its use of the Hosting Services.

Section 2.2 <u>Term</u>

2.2.1 **Term of License of Software**. This Agreement commences on the Effective Date.

2.2.1.1 For any Software License(s) identified on Schedule "B" as perpetually licensed and licensed pursuant to Article 2.1.1.1 is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

2.2.1.2 For any Software identified on Schedule "B" as licensed on a subscription basis and licensed pursuant to Article 2.1.1.2, unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "Initial Term"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") subject to S&S's then-current price structure and any modifications to the terms and conditions of this Agreement made by S&S upon written notice to Organization to reflect S&S's then current version of this Agreement unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term". The License is subject to further restrictions as required under the Hosting Services provisions of this Agreement and the payment of any applicable fees as set forth in Schedule "B."

2.2.2 **Term of Services**. The term for delivery of Services hereunder shall be as set forth in any SOW appended hereto or entered into between the parties hereafter.

2.2.3 **Term of Support and Maintenance**. The initial term for services provided, pursuant to Article IV hereinafter, shall be for five (5) years beginning on the due date, as detailed in the SOW (Schedule "B"). The initial term commences on the Effective Date and remains in effect for five (5) years. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each one-year term. S&S shall neither refund any Support and Maintenance Fees nor any Billable Fees if the Support and Maintenance provisions of this Agreement are terminated.

2.2.4 **Term of Hosting Services**. The initial term for hosting services shall be for one year beginning on the date fees are due, as detailed in the SOW (Schedule "B"). Thereafter, the Hosting Services license shall automatically renew annually, unless terminated by either party upon giving to the other not less than ninety (90) days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Annual Hosting Fees in advance for each such one-year term and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Annual Hosting Fees for the then applicable one-year term. S&S shall not refund any Hosting Services Fees paid under any circumstances. Hosting services are licensed and provided during periods for which Annual Hosting Fees have been paid.

Section 2.3 <u>Restrictions on Use</u>

2.3.1 Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, or use the Software for time-sharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to S&S for any misuse of the Software.

2.3.2 The Software and related materials supplied by S&S are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software may not be resold or licensed by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by S&S.

2.3.3 **Restrictions Specific to Any Hosting Services Purchased**

a. Customer shall not, and shall not cause or permit others to:

(i) give away, rent, lease or otherwise sell, re-sell, sublicense, distribute, outsource, permit timesharing or service bureau us of, commercially exploit, make available the Hosting Services to any third party, or transfer the license rights granted under this Agreement or otherwise use the Hosting Services or the Software except as expressly permitted by this Agreement and the Information Systems Agreement without the prior written consent of S&S;

(ii) modify, create derivative works of, disassemble, reverse engineer, reproduce, republish, download, or copy the Documentation or any part of the Hosting Services (including data structures or similar materials produced by programs.

(iii) frame or mirror any part or content of the Hosting Services, other than framing on Customer's internal networks or otherwise for Customer's own internal business purposes.

(iv) transmit, upload, post, distribute, store or otherwise publish, through use of the Hosting Services, any data, material or information that: (A) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (B) is false, threatening, defamatory, libelous, harassing, profane, is an invasion of privacy or violates privacy rights, offensive, obscene or harmful, promotes bigotry, racism, hatred or harm; (C) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third-party; (D) violates any law, statute, ordinance or regulation; or (E) includes unsolicited bulk e-mails, junk mail, spam or chain letters, advertisements or solicitations;

(v) interfere with or disrupt services or networks connected to the system used to provide the Hosting Services and shall not attempt to gain unauthorized access to the Hosting Services or such services or networks connected to the system used to provide the Hosting Services.

(vi) (A) perform any benchmarking or availability testing of the Hosting Services or (B) disclose the results of using the Hosting Services for the purposes of monitoring its availability, benchmarking or competitive analysis to any third party.

(vii) perform or disclose any performance or vulnerability testing of the Hosting Services without S&S prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Hosting Services.

(viii) use the Hosting Services to harass any person, cause damage or injury to any person or property, or to perform cyber currency or crypto currency mining; or

(ix) access or use the Hosting Services to build or support, directly or indirectly, products or services competitive to the Software, Hosting Services and Third-Party Components.

(b) In addition to its termination rights under in this Agreement, S&S may restrict or limit Customer's access to the Hosting Services if S&S determines that Customer has engaged in

(whether knowingly or unknowingly) any prohibited conduct described herein. In addition to and without limiting the foregoing, S&S reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Hosting Services that S&S determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to S&S or its service providers' network, business or other Customers.

Section 2.4 Ownership of Software and Confidential Information

2.4.1 The Organization acknowledges that the Software contains proprietary information and Confidential Information that is the sole property of S&S.

2.4.2 The Organization will take reasonable care to safeguard the Software, and at least the same care as it takes to safeguard its own similar Confidential Information.

Section 2.5 Ownership and Disposition of Documents

2.5.1 The parties agree that no materials or documents are being created for Organization by S&S under this Agreement. All materials and documents which were developed or prepared by S&S for general use, and which are not the copyright of any other party or publicly available, including educational materials, remain the sole property of S&S.

2.5.2 Where the Organization requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and provisions for the license or ownership of said custom materials.

Section 2.6 Third Party Software

2.6.1 S&S may distribute to Organization Third Party Software which will be described as Third-Party Software in Schedule "B". Organization shall pay S&S for the Third-Party Software in the amount of the purchase price(s) listed on Schedule "B", which shall be due upon execution of the Agreement. Future Releases of the Software may require alternate third-party software to be licensed by Organization, which will be subject to a third-party license agreement between Organization and the relevant third-party software licensor. In such case Schedule "B" shall be amended in accordance with Section 6.08 to add any such third-party software and it shall be deemed "Third Party Software" for the purposes of this Agreement.

b. The Third-Party Software is licensed to Organization by the applicable licensor listed in Schedule "B" and subject to the terms and conditions of the applicable license agreement for such Third-Party Software. S&S makes no warranties, express or implied, with respect to the Third-Party Software, including, without limitation, their merchantability or fitness for a particular purpose and S&S accepts no liability of any kind whatsoever with respect to the Third-Party Software. Any warranty Organization has with respect to the Third-Party Software shall be solely provided by the Third-Party Software licensor except where this Agreement expressly states otherwise.

c. The parties acknowledge that the Software may also include Embedded Third-Party Software components licensed by S&S for use in the Software. The terms and conditions of this Agreement shall inure for such third party's benefit and the license of such Embedded Third-Party Software components are subject to the license and sublicense rights granted to S&S in connection with its use and distribution as part of the Software. The third-party software owner retains right, title and interest in such software, including statutory enforcement rights in the event of infringement.

d. Organization agrees that it shall not permit any third party to have access to the Third Party Software during the term of this Agreement and that the restrictions as set out in Section 2.3 and the confidentiality obligations set out herein shall equally apply to the Third Party Software, subject to any specific permissions that are provided in the license provided by the third party licensor to the Organization.

ARTICLE III: SERVICES

Section 3.1 S&S's Services

In order to achieve the Completion of Services, S&S agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization in accordance with the relevant Statement of Work:

3.1.1 Oversee and implement the conversion from the Organization's existing software applications to S&S' Software.

3.1.2 Install the Software and perform necessary setup and configuration operations.

3.1.3 Provide training.

(i) In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructor(s).

(ii) Organization shall provide copies of the training manuals required for the training classes to each participant either by photocopy or electronic duplication. Each copy is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference Documentation is delivered with each release. Organization may print or copy this Documentation solely for its internal use.

(iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by S&S that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as S&S's then current schedule permits. S&S is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon S&S arrival, the Organization has not completed required tasks for such visit, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services may be cancelled at S&S' discretion. If additional Services are required because the Organization was not adequately prepared, S&S will provide a Change Order to the Organization for said Services.

3.1.4 The Statement of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Statement of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of S&S in the Statement of Work are not binding on S&S and are merely provided for informational purposes; the only warranties and representations provided by S&S in respect of the Services and this Agreement are found in Article V.

Section 3.2 Performance by S&S

3.2.1 Manner of Performance -- S&S shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in their performance.

3.2.2 S&S' Discretion -- S&S shall determine in its sole discretion the manner and means by which the Services shall be performed. S&S will consult with the Organization on its methodology, manner and means.

3.2.3 Conduct on Organization's Premises -- The Services shall be performed with the Organization's full cooperation as agreed, whether on the premises of the Organization or at an alternative location. When working on the Organization's premises, S&S personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.

3.2.4 Inquiries by Organization -- S&S shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.2.5 Independence -- As an independent consultant, Organization retains S&S and its employees and agents on an independent contractor basis and not as an employee.

3.2.6 Coordination of Services -- S&S agrees to coordinate with Organization staff in the performance of Services and to be available for consultation at all reasonable times.

Section 3.3 Performance by Organization

3.3.1 Cooperation by Organization: The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to cooperate fully with S&S to achieve the Completion of Services expeditiously.

3.3.2 Project Manager: The Organization shall designate a project manager to facilitate the successful implementation.

3.3.3 Passwords. Organization agrees to comply with all S&S security policies and procedures as provided to it and amended from time to time. Organization and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for Organization's internal use only and Organization may not sell, transfer or sublicense them to any other entity or person except that Organization may disclose its private key to its agents performing work on its behalf. Organization agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Organization's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Organization agrees to notify S&S in writing if it believes that a password has been stolen or might otherwise be misused. Organization agrees to notify S&S immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Organization.

3.3.4 Users. The Organization is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by S&S from time to time for Users; and (iii) informing S&S of any information about Users' actions that may affect either the Hosting Services or third party data contained in or used by the Hosting Services, or S&S's ability to provide the Hosting Services as contemplated by this Agreement.

3.3.5 Compliance with Laws. Organization represents and warrants to S&S that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

3.3.6 Additional Organization Obligations:

(i) For any on premises solutions, Organization shall install all Updates within a reasonable time after notification of their availability. However, any fix or correction designated as "critical" by S&S shall be implemented by Organization within thirty (30) days of such notification.

(ii) Organization shall notify S&S of suspected defects in any of the Software supplied by S&S. Organization shall provide, upon S&S request, additional data to reproduce the environment in which such defect occurred.

(iii) Organization shall allow the use of online diagnostics on the Software supplied to Organization as requested by S&S. Organization shall provide to S&S, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).

(iv) Organization personnel shall be educated and trained in the proper use of the Software in accordance with applicable S&S manuals and instructions. If Organization's personnel are not properly trained as mutually determined by S&S and Organization, such personnel will be trained by S&S or Organization within fifteen (15) days. If S&S performs such training, it shall be compensated in accordance with this Agreement.

(v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause and despite anything in this Agreement or the Statement of Work to the contrary, S&S is absolved from any requirements regarding the backup of any data. Organization shall provide S&S with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) Organization shall not permit any third party to have direct access to or provide services in relation to the Software or any Third-Party Software without S&S' prior written consent.

(vii) Organization shall have the sole responsibility for:

(a) the performance of any tests it deems necessary prior to the use of the Software (for on premises and hosted solutions).

(b) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods (on premises solutions only).

(c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction (on premises solutions only); and

(d) timely upgrade and keeping current all third-party license releases and/or Software products to meet the requirements of the Software (on premises solutions only).

3.4.1 <u>Hosting Services</u>

3.4.1 S&S shall provide the facilities, equipment, and software to deliver the Hosting Services. S&S shall have the right to manage all resources used in providing the Hosting Services, as S&S deems appropriate.

3.4.2 S&S shall host and provide access to the Software Users, subject to scheduled periods of non-availability as described in Schedule "F".

3.4.3 S&S reserves the right to have commercially reasonable additional User security criteria that may be applied to Users prior to their ability to have access to the Software. S&S shall inform the Customer of such criteria, but S&S shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, S&S reserves its rights to not grant to such Users access to

the Software. S&S reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.

3.4.4 The Customer, not S&S, shall be responsible for creating and maintaining all User account information and for performing all other application-level system administration functions that are available within the Software.

3.4.5 S&S shall comply with the terms and conditions regarding access and use of Data as set forth in this Agreement.

3.4.6 Customer acknowledges that in order to provide the Hosting Services, Customer may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third-Party Components is based solely on the best information available to S&S and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by S&S to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of S&S's control, then (a) S&S shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any Third Party Components; and (b) may be required to change or replace the applicable Third Party Components or otherwise attempt to mitigate the impact of the such unavailability of Third Party Components.

3.4.7 Additional Terms and Conditions. Customer agrees and shall cause its Users to agree to be bound by and comply with the additional terms and conditions relating to Third Party Components, if any attached to this Agreement as Schedule "E", as may be amended from time to time by S&S, in its sole discretion, upon written notice to Customer.

3.4.8 The Service Specifications describe and govern the Hosting Services. During the Term, S&S may update the Hosting Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third-Party Components. If any of the terms and conditions of S&S' agreement with its third-party service provider or any other provider or licensor of Third-Party Components are modified by such provider, S&S may modify the terms and conditions of this Agreement effective immediately upon written notice to Customer. If any such modification, change or replacement of the original Third Party Components includes a material price increase with respect to the Hosting Services enabled by such Third Party Components or materially reduces the level of performance, functionality, security or availability of the Hosting Services during the then current term, Customer may terminate this Agreement by providing written notice to S&S within thirty (30) days after Customer's receipt of notification of such material price increase or discovery of such impairment. For clarity, Customer and S&S shall agree in writing to any transition services requested by Customer and the associated transition services fees payable by Customer to S&S in the event of such termination.

3.4.9 (Oracle Programs. S&S, as authorized distributor of certain Oracle software offerings ("Oracle Programs"), provides the Oracle Programs set out in Schedule "E" to Customer for its use in accordance with the terms and conditions set out in the attached Schedule "E".

3.5 Responsibilities

3.5.1 Cooperation by Customer. The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer and its staff and agrees to act reasonably and cooperate fully with the S&S to achieve the Completion of Services related to any Professional Services supplied by S&S. To enable S&S to provide effective Support Services, the Customer will establish secure remote access to S&S based on mutually agreed to remote access procedures.

3.5.2 Project Manager. The Customer shall appoint a project manager who shall work closely with S&S to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their cooperation with and participation in such process during any Professional Services.

3.5.3 Customer Equipment. Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, onsite network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Hosted Services. S&S shall not be responsible for the operation of any Internet, network or other communication services. The Customer further acknowledges that the operation of the Hosting Services requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to and/or ensure that Users maintain their applicable hardware in the appropriate quality, condition and repair at the Customer's sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by S&S.

3.5.4 Passwords. Customer agrees to comply with all S&S and its service providers' security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user IDs assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customers or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify S&S in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify S&S immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer related to the Hosting Services.

3.5.5 Users. The Customer is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by S&S from time to time for Users; and (iii) informing S&S of any information about Users' actions that may affected either the Software or third party data contained in the Software or used by the Hosting Services, or S&S's ability to provide Hosting Services as contemplated by this Agreement.

3.5.6 Compliance with Laws. Customer represents and warrants to S&S that it and its Users will at all times be in compliance with all applicable local, state, and federal and laws and regulations

including but not limited to those laws regarding defamation, libel, harm to reputation, privacy, security, data protection, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition, exports, and other situations which could generate liability.

3.5.7 Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Hosting Services. Such export laws govern use of the Hosting Services (including technical data) and any Hosting Services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations, restrictions on exports including the U.S. Export Administration Regulations, end-user, end use and destination restrictions by Canadian, U.S. and other governments related to S&S and its service provider's products, services and technologies). Customer agrees that no data, information, software programs and/or materials resulting from the Hosting Services (or direct product thereof) will be exported, directly or indirectly, in violation of export laws and regulations of the United States and any other relevant local export laws and regulations applicable to the Services (including technical data), or will be used for any purpose prohibited by these laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer acknowledges that the Hosting Services are designed with capabilities for Customer and its Users to access the Hosting Services without regard to geographic location and to transfer or otherwise move the Data between the Hosting Services and other locations such as User workstations. Customer is solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of the Data.

3.5.8 Managed Services. S&S shall provide the Managed Services in accordance with accepted industry standards. Please see the table below for additional information on other division of responsibilities:

Item	Notes	Responsibility
Power Supply	All data center infrastructure is backed by redundant power sources and maintain generator backups in case of widespread electrical outage.	**S&S**
Internet Feeds & Networking at the Hosting Facility	All data center infrastructure is backed by high-speed redundant network and internet connectivity.	**S&S**
Internet Feeds & Networking at the Customer Site	The Customer is responsible for monitoring and maintaining network and internet connectivity at the customer site relating to the hosted environment. For general usage, 10 to 20 Mbps upload/download dedicated to enQuesta throughput will meet or exceed the needs of most customers.	**Customer**
Disk Failover in Data Center	Multiple copies of data are stored redundantly across multiple storage servers with built-in repair mechanisms.	**S&S**
On-Premises (Customer) Network	Set-up and maintenance of all network components, including firewall configuration and network connectivity.	**Customer**
VPN Tunnels	For all hosted systems, an IPsec VPN tunnel is required to provide secure connectivity between the customer and the cloud hosting environment.	**Customer & S&S**

	The hosting environment tunnel is to be a co-managed; each party is responsible for notifying each other in the event of any changes that may require any type of coordination.	
Back-Ups	Daily backups occur each evening and are retained for 90 business days. The Recovery Point Objective (RPO) for enQuesta is to recover from the most recent of these evening backups to minimize data loss. Selecting the Data Guard option makes your Production RPO point-of-failure (a.k.a. real-time). RTO for enQuesta is 12 hours. Often recovery time is 4 hours or less, but this is dependent on the type of failure that may have occurred. Complete server and data backups are taken at a 24 hour our interval and replicated to a different Oracle data center facility should any type of backup ever be required. This back-up can be made available to the Customer at any point. Higher frequency back-ups may be requested at the then available S&S rates.	**S&S**
Disaster Recovery	Set-up, maintenance and restoration from backups – typical recovery time is less than 24 hours for enQuesta production – extreme cases can take up to 72 hours for enQuesta production. The number one priority will be enQuesta, once it's up, the same timelines would then apply to Capricorn & enQuesta Link.	**S&S**
Operating System Maintenance	S&S is responsible for the following Operating System Level changes: General O/S maintenance, O/S-level application configuration, and systematic semi-yearly O/S patching.	**S&S**
Database Maintenance	S&S is responsible for Database maintenance and tuning as required by the enQuesta Software. Please note that this does not include manual data manipulation for ad-hoc billable projects or corrective measures in the case of Customer error.	**S&S**
Workstations	The Customer is responsible for the management and maintenance of all workstations, PCs, devices used to connect to the enQuesta Software.	**Customer**
Any Hardware On-Premises (e.g Kiosks, Handhelds Scanners, etc.)	The Customer is responsible for the configuration, management and maintenance of any additional hardware installed on-premises.	**Customer**
Printers	Customer is responsible for all printer configuration and support of printers (beyond the six (6) that are included as part of the original contract).	**Customer**
System Monitoring	Alerting of critical instances: Tablespace Capacity, JBOSS, Back-Up Completed/Failed, Hosting Services Up/Down, Web Portal Availability (Production Instance Only)	**S&S**
Other	The Customer is responsible for enQuesta user maintenance and general system administration. The Customer is also responsible for any file or report import/export to non-enQuesta servers.	**Customer**

3.5.9 (i) Data Security. Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as S&S's and its service providers') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or

other harmful code prior to transmission to S&S's and/or its service providers' servers; and (iii) Data is encrypted. Some content may be subject to governmental regulations or may require security measures beyond those specified by S&S for an offering. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer and its Users' use of the Hosting Services. Customer is responsible for making S&S aware of any technical requirements that result from Customer or its Users' regulatory obligations prior to entering into this Agreement. S&S will cooperate with Customer's efforts to determine whether use of the standard S&S Hosting Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by S&S and its service provider or changes to the Hosting Services. Customer will not input or provide such content unless S&S has first agreed in writing to implement additional required security measures. By using the Hosting Services, Customer acknowledges that it meets Customer's requirements and Data (including Personal Information) processing instructions. Customer is solely responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from the Data, including any viruses, Trojan horses, worms or other harmful programming routines contained in the Data, and any use by Customer or its Users of the Hosting Services in a manner that is inconsistent with the terms of this Agreement. To the extent that Customer discloses or transmits the Data to a third party, S&S and its service providers are not responsible for the security, integrity or confidentiality of such content outside of S&S' and its service providers' control.

3.5.10 Unless otherwise agreed to by S&S in in this Agreement, the Data may not include any sensitive or special data that imposes specific security or data protection obligations on S&S and its service provider in addition to or different from those specified in the Service Specifications. If available for the Hosting Services, Customer may purchase additional service from S&S designed to address specific data security or data protection requirements applicable to such sensitive or special data Customer seeks to include in its Data.

3.5.11 S&S AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. S&S AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND S&S AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

3.5.12 Should the unlikely event of any type of unsolicited activity occur (e.g. even if it's due to suspicious activities by a Customer's employee) S&S reserves the right to immediately block off entry to all parties until root cause is assessed via all activity logs (network, database, and application). The Customer also reserves the right to ask S&S to turn off access to all at any point, in the unlikely event that this should be deemed required.

3.5.13 Current datacenter infrastructure standards are available at the links set out in Schedule "E".

ARTICLE IV: SUPPORT AND MAINTENANCE

Section 4.1 **Delivery of Support Services**

4.1.1 Method of Delivery. S&S shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Schedule "C" hereto, effective on the date support services fees are due, as detailed in the SOW (Schedule "B"). Such services may be modified at S&S' sole discretion. Organization will establish auto remote access procedures compatible with S&S' current practices.

4.1.2 Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by S&S in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with S&S, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

4.1.3 Source Code Escrow. S&S maintains an escrow agreement with a third party under which is placed the source code for each major release of its Software. Organization may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. Organization will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the S&S Software is strictly governed by the terms of the escrow agreement. No escrow in Third Party Software is provided.

4.1.4 S&S shall have the right to terminate ongoing Support and Maintenance pursuant to this Agreement immediately if:

i) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with this Agreement; or

ii) Organization has not paid an invoice within ninety (90) days of the start of a renewal term.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 5.01 Warranty of Performance

5.1.1 Software Warranty. The Software will substantially perform as described in the Documentation for a period of one hundred twenty (120) days from the Completion of Services if the Software is used in accordance with the Documentation, the terms of this Agreement and where the Organization has the Required Programs, and the hardware meets the requirements. The Organization's sole recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

5.1.2 Hosting Services Warranty. During the duration of this Agreement, Provider warrants to Organization that the Hosting Services shall be performed at the level and shall reasonably meet the requirements as stated in any Provider manuals and other documentation provided. Organization's sole recourse in the event the Hosting Services do not conform to the warranty provided is for the right to terminate those Hosting Services upon providing thirty (30) days' written notice to Provider.

5.1.3 In the event an error is discovered in the Software outside the warranty period and the error can be reproduced by S&S, provided Organization has ongoing Support and Maintenance with S&S pursuant to Article IV of this Agreement, S&S will make reasonable commercial efforts to provide Organization with a correction or suitable workaround in accordance with the terms of Article IV. S&S reserves the right to correct any defects about which it is made aware and to produce in its sole discretion Releases at a time of S&S' own choosing.

5.1.4 S&S warrants that services performed pursuant to this Agreement will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

Section 5.02 Exclusions to Warranty

S&S shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of S&S, including:

5.2.1 where the installation, integration, modification or enhancement of the Software was not done by S&S or its authorized agent, or where Organization has taken any action which is prohibited by the Documentation or this Agreement.

5.2.2 any use or combination of the Software with any software, equipment or services not supplied by or on behalf of S&S.

5.2.3 user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted herein.

5.2.4 Organization's failure to install a new Update necessary to cure an error or bug, for security or legislative compliance purposes or for such other reasons as S&S may determine in its sole discretion: or

5.2.5 Any other event of force majeure.

Section 5.03 No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

S&S, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

S&S DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, S&S DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. S&S AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING or SIGNED BY AN AUTHORIZED SIGNING OFFICER OF S&S.

Section 5.4 Required Programs and Hardware

5.4.1 The Organization acknowledges that the use of the Software may require that the Organization obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "B". The Organization agrees that the acquisition of the Required Programs (including the cost for future updates) shall be at its sole cost and that the cost thereof is not included in the fees herein.

5.4.2 Organization's hardware shall be maintained in sufficient quality, condition and repair at Organization's sole cost and expense to support the Software licensed and supported herein. If S&S determines that Organization's hardware is not of sufficient quality, condition and repair, S&S shall so notify Organization, and Organization will use reasonable efforts to remedy any hardware deficiencies within thirty (30) days.

5.4.3 Organization shall provide no less than one hundred and twenty (120) days' notice where the Organization anticipates changing any of the third-party software or hardware products in use on the Designated Computer System so that S&S may assess whether the Software will function with the different software or hardware. Where S&S determines that the Software may not function with the alternative software or hardware then any upgrade by Organization to the software or hardware will be at Organization's sole risk. S&S and Organization may be required to enter into a Statement of Work document subject to additional fees in order to make this determination.

ARTICLE VI: FEES AND PAYMENT

Section 6.1 Fees and Payments for Licenses

6.1.1 The Organization agrees to pay S&S total License fees detailed in Schedule "B" (the "License Fees"), which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule are outlined in the attached Schedule "B". The License is subject to the full payment of the License fees. All payments for License fees are non-refundable.

6.1.2 Except for any aspect of the License Fee, which is payable on the Effective Date, during the term of this Agreement, Organization shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay S&S the applicable License Fee.

6.1.3 Prices are for quoted products only. However, to the extent permissible under governing law and Organization's regulations and practices, this Agreement may function as a cooperative purchasing agreement for future Organization purchases. Pricing for future and additional purchased products or pursuant to any cooperative purchasing agreement will be at S&S then-current pricing and not based upon pricing in this Agreement.

Section 6.2 Fees and Payments for Services and Subscription Licenses

6.2.1 The Organization agrees to pay S&S total fees as delineated in the SOW (Schedule "B"). The fee structure and payment schedule for Services are outlined in the SOW (Schedule "B"). All payments for Services are non-refundable.

6.2.2 Annual Subscription for Subscription Licenses

6.2.1.1 The Organization agrees to pay S&S the Annual Subscription Fees, which are not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule are outlined in the SOW (Schedule "B"). The License is subject to the full payment of the Annual Subscription Fees in accordance with the payment

terms set out in SOW (Schedule “B”).

6.2.1.2 The Annual Subscription Fee will be billed annually in advance beginning as set forth in the SOW (Schedule “B”) and thereafter on the anniversary or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Annual Subscription Fee to its fiscal year or any other period it may request, then S&S will issue a prorated invoice for the portion of the year remaining during the initial term. S&S may change the Annual Maintenance Fee from time to time in relation to each renewal term, but Organization shall only be billed once per year.

6.2.2 The Organization agrees to reimburse S&S for its travel, lodging, per diem and other out of pocket expenses as set out in the attachment to the SOW (Schedule “B”).

6.2.3 During the term of this Agreement, S&S shall, from time to time, deliver invoices to Organization. Each invoice is due and payable upon receipt.

6.2.4 In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies S&S has under this Agreement or otherwise, S&S shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any late charges.

6.2.5 S&S shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable to its employees and operations. Any tax S&S may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from the prices listed in the SOW (Schedule “B”) and such sums (including the payment of the taxes) shall be payable upon receipt of invoice. Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. Organization warrants that there are no additional county/city/municipal style taxes that apply to any of the Services, Support Services or Licenses or that are in relation to income taxes payable by S&S employees.

6.2.6 Change Orders. For proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of S&S applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, timelines governing, and the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample Change Order is presented in Schedule “C”.

Section 6.3 <u>Fees and Payments for Support and Maintenance and Any Hosting Services</u>

6.3.1 In consideration for the support services provided hereunder, Organization shall pay the “Support and Maintenance Fee” and the “Annual Hosting Fees” as detailed in the SOW (Schedule “B”). The Support and Maintenance and Annual Hosting Fees will be billed annually in advance on the due date, as detailed in the SOW (Schedule “B”), and thereafter on the anniversary of this date or on an alternative

date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee and Annual Hosting Fees to its fiscal year or any other period it may request, then S&S will issue a prorated invoice for the portion of the year remaining during the initial term. S&S may change the Support and Maintenance Fee and Hosting Services Fees from time to time in relation to each renewal term, but Organization shall only be billed once per year.

6.3.2 In addition to the Support and Maintenance Fee, Organization shall reimburse S&S for its direct expenses in providing support services ("Billable Fees") pursuant to this Agreement which include:

(i) its direct travel expenses which are excluded from the total fees amount described in the Statement of Work, including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees.

(ii) courier services, photocopying, faxing and reproduction, all reasonable travel costs (hotel and airfare) including a travel time rate of $75.00 per hour.

(iii) a per diem rate of $70.00 for weekdays and a $140.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided).

(iv) a mileage charge based on the current U.S. Internal Revenue Service recommended rate per mile, long distance telephone calls; and

(v) all other reasonable expenses incurred in the performance of S&S's duties including courier services and documentation copying or production.

S&S may update its reimbursement policies and rates related to the Billable Fees from time to time, in which case such updated policies shall apply for purposes of this Agreement, provided that such updated reimbursement policies must generally apply to all clients of S&S.

6.3.3 S&S shall supply all Upgrades to Organization at no additional charge other than the payment of ongoing Support and Maintenance Fee. Upgrades may require additional services to be performed by S&S outside of the scope of those services provided by S&S, including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the S&S then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement.

6.3.4 All Updates of the Software and all those services listed in the Statement of Work which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.

6.3.5 All payments for Support and Maintenance and Annual Hosting Fees shall be net of any taxes, tariffs or other governmental charges. S&S shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable to its employees and operations. Any tax S&S may be required to collect or pay upon the sale, use or delivery of support and maintenance services shall be paid by the Organization and such sums shall be due and payable to S&S upon receipt of an invoice, therefore. Any taxes levied in relation to the services required for a Release shall be paid by the Organization.

ARTICLE VII: REMEDIES, LIABILITY AND INDEMNITY

Section 7.1 Remedies and Liability

7.1.1 Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done prior to said termination.

7.1.2 The Organization and S&S recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of S&S arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and S&S' liabilities will be limited as set forth below and

that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

(i) EXCEPT FOR DAMAGES ARISING OUT OF S&S'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.3, BOTH PARTIES AGREE THAT S&S' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO S&S BY THE ORGANIZATION UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

(ii) IN ADDITION TO THE FOREGOING, S&S SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ORGANIZATION HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

Section 7.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 7.3 Intellectual Property Indemnity

7.3.1 In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trademark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, S&S shall, at its expense, defend and indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by S&S on Organization's behalf. This indemnity is only effective where (i) Organization has not made any admissions or begun settlement negotiations either prior to or after providing notice to S&S of the applicable claim except with S&S' prior written consent, (ii) S&S has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Organization assists and provides information to S&S throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except with the prior written consent of S&S.

7.3.2 S&S' liability for any claims under this Section 7.3 shall be reduced to the extent such claim arises from.

(i) alterations or modifications to the Software by Organization or a third party in any manner whatsoever except with the prior written consent of S&S.

(ii) combination, integration or use of the Software with software, hardware or other materials not approved by S&S where such claim would not have arisen but for such combination, integration or use.
(iii) use of the Software other than in compliance with this Agreement.
(iv) compliance with the Organization's written instructions or specifications; or
(v) use of the Software after notice from S&S that it should cease due to possible infringement.

7.3.3 Any breach by Organization of its covenants under this Section 7.3 shall nullify this indemnity but not the sole right of S&S to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or S&S deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that S&S shall be, at S&S' election, for S&S to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

7.3.4 The foregoing states S&S' entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

7.3.5 Organization may, at Organization's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

7.3.6 The indemnity provisions of this Section 7.3 shall not apply to Third Party Software and S&S shall have the right to substitute the licensor of the Third Party Software to perform S&S' obligations hereunder and the Organization agrees to release S&S from any obligations related to such Third Party Software.

Section 7.4 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of S&S arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VIII: GENERAL

Section 8.1 Confidentiality

8.1.1 Duty Owed to the Organization: S&S acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, S&S agrees:
(i) to maintain this information in confidence.
(ii) not to use this information other than in the course of this Agreement.
(iii) not to disclose or release such information.
(iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of S&S; and
(v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with S&S, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

8.1.2 Duty Owed to S&S: The parties agree that if the Organization breaches any term of Section 2.3 or Section 2.4 then S&S shall have the right to terminate this Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 8.2.1.

Section 8.2 Termination

8.2.1 If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to

(i) issue a written notice disputing the alleged default within such thirty (30) day period; or

(ii) to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, this will constitute an "Event of Default", and the other party may terminate this Agreement effective upon written notice to the other party to that effect.

8.2.2 If Organization has failed to pay the license fees in accordance with Article VI, then S&S shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to Organization.

8.2.3 Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:

(i) becomes insolvent.

(ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or

(iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

Section 8.3 Procedure on Termination

8.3.1 If this Agreement is terminated prior to the Completion of Services or for products licensed on a subscription basis, then within thirty (30) days following such termination, the Organization shall either return to S&S or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify in writing that all of the Organization's copies of the Software have either been returned to S&S or deleted.

8.3.2 If this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Article II.

8.3.3 All warranties related to the Software terminate upon the termination of this Agreement.

8.3.5 Termination Provisions Specific to Hosting Services. In the event of termination or expiration of Hosting Services pursuant this Agreement:

a. All rights to use the Hosting Services granted to S&S in this Agreement shall immediately terminate and Organization will immediately cease to perform or provide said Hosting Services.

b. Organization will pay all amounts due under this Agreement for the Hosting Services up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to S&S (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

c. Conditional upon Organization's payment of all Fees that are due to S&S, S&S will furnish the S&S with a copy of Organization's Customer Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated time to provide a copy of the Customer Data are one to two days and will be billed at S&S's then current daily rate. Upon receipt of notice from S&S confirming receipt of the Customer Data, S&S shall destroy all copies of the Customer Data and delete all Customer Data on the database and an Officer of S&S shall certify the destruction and deletion to the Organization. Subject to any legal requirement that S&S must retain a copy of the Customer Data, S&S shall not delete the Customer Data for 90 days from the date of termination except: (i) where S&S has provided the Customer Data to S&S pursuant to this Subsection; or (ii) where it has received written instructions from Organization to delete the Data. Following 90 days from the date of termination if Organization has not communicated with S&S regarding the Customer Data, S&S shall have the right to delete all Customer Data at any time as either required by law or as determined by S&S in its sole discretion. Notwithstanding the foregoing, S&S shall be permitted to delete all Customer Data without providing notification to Organization and S&S shall not be required to adhere to the time frames detailed above where S&S is required by law to delete such Customer Data.

Section 8.4 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Notwithstanding the foregoing, nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 8.5 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally or mailed by prepaid registered post. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or, if mailed, on the third business day following the date of mailing, and addressed, in the case of S&S, to:

Systems & Software, Inc.

Address: 10 East Allen St, Suite 201, Winooski, VT 05404
Attention: Executive Vice President
Phone: 802-865-1170

and in the case of the Organization, to: City of Redlands
Address: 35 Cajon St, Suite 15-A, Redlands, CA 92373
Attention: Aimee Hoover

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.5.

Section 8.6 Assignment

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, and sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Section 8.7 Reorganizations

The Organization acknowledges that the License, Services, and Support Fees set out in this Agreement have been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to add additional Concurrent Users or sites, S&S shall be entitled to receive, and the Organization shall pay, an additional License, Support or other fee based on the then prevailing License, Support and other S&S fee schedule in effect. The provisions of this Section 8.7 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 8.7 shall not apply where the Organization undergoes a Reorganization involving only other organizations that already have a valid License to use the same Software.

Section 8.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter. There are no other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of S&S by any of its employees or agents or contained in any sales materials or brochures. This Agreement may not be modified except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by S&S, with such provisions being deemed deleted. The parties have both had the opportunity to review this Agreement with counsel, and this Agreement shall not be construed in favor of or against either Party on account of drafting.

Section 8.9 Section Headings

Section and other headings in this Agreement are for reference purposes only and do not describe, interpret, define or limit the scope or extent of any provision hereof.

Section 8.10 Governing Law

This Agreement shall be governed by the laws of Ontario, Canada, without reference to the conflicts of law principles thereof; provided, however, that the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of said State or Province. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

Section 8.11 Trial by Jury

Organization and S&S hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or to any acts or omissions of S&S in connection to this Agreement.

Section 8.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant. Any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render it valid and enforceable; if such provision may not be so saved, it shall be severed, and the remainder of this Agreement shall remain in full force and effect.

Section 8.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under this Agreement or by law despite such forbearance or notice.

Section 8.14 Counterparts

This Agreement may be executed in counterparts (whether by facsimile, via emailed PDF or otherwise), each of which shall constitute an original and all of which shall constitute one Agreement.

Section 8.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary.

Section 8.16 Allocation of Risk

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Organization and S&S and set forth an allocation of risk reflected in the fees and payments due hereunder.

Section 8.17 Relationship

The parties are and shall remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between them. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

Section 8.18 U.S. Government End-Users

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of S&S for the purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to S&S or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is N. S&S Computer Corporation, 1 Antares Drive, Suite 400, Ottawa, ON K2E 8C4.

Section 8.19 Equitable Relief

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to S&S arising from a breach or threatened breach of this Agreement and that, accordingly, S&S will be entitled to specific performance, injunctive or other equitable relief in addition to monetary damages in the event of a breach or threatened breach of this Agreement by Organization.

Section 8.20 Language

The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

Section 8.21 Force Majeure

No default, delay or failure to perform on the part of S&S shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

Section 8.22 Survival

The following sections and articles shall survive the termination or expiration of this Agreement: Article II, Article V, Article VII, and Article VIII and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

Systems & Software, Inc.

Name: Julie Hextell
Title: Executive Vice President

Date:

City of Redlands

Per:

Name:
Title:

Date:

Schedule “B” – Statement of Work (“SOW”)

Please refer to the enQuesta 6 Statement of Work (SOW) and Capricorn Statement of Work (SOW) provided under separate cover.

Schedule B.0 – Redlands enQuesta v6 Statement of Work

Schedule B.1 – Redlands Capricorn Statement of Work

Schedule “C” – Standard Support and Maintenance Guidelines

Please refer to the Support & Maintenance Guidelines provided under separate cover.

Schedule “D” – Insurance Requirements

Please refer to the Redlands 2024 IRIC – Technology Vendors document provided under separate cover.

Schedule “E-1”

Third Party Components Additional Terms

A. Service Monitoring, Analyses and Oracle Software

1. S&S’ service provider, Oracle, continuously monitors the Hosting Services to facilitate its operation of the Hosting Services; to help resolve Customer’s service requests; to detect and address threats to the functionality, security, integrity, and availability. Information collected by Oracle monitoring tools (excluding Customer’s Data) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

2. Oracle may (i) compile statistical and other information related to the performance, operation and use of the Hosting Services, and (ii) use data from the Hosting Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer’s Data, Personal Information or Confidential Information in a form that could serve to identify Customer or any individual. Oracle retains all intellectual property rights in Service Analyses.

3. If Oracle software is licensed to Customer under separate terms, then Customer’s use of such software is governed by the separate terms. S&S has no obligation or responsibility with respect to such separately licensed Oracle software.

B. Service Specifications

Data Processing Agreement
Customer agrees that the Oracle Data Processing Agreement available at the link below sets out the parties’ obligations with respect to processing of Data and Personal Information.

http://www.oracle.com/us/corporate/contracts/data-processing-agreement-011218-4261005.pdf

Oracle Services Privacy Policy
The Oracle privacy policy applicable to the Hosting Services is set out at the following link:
https://www.oracle.com/legal/privacy/services-privacy-policy.html

Oracle Cloud Hosting and Delivery Policies

https://www.oracle.com/assets/ocloud-hosting-delivery-policies-3089853.pdf

The Oracle Service descriptions – security

Oracle's applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management are available the following link:

https://www.oracle.com/assets/corporate-security-practices-4490843.pdf

The foregoing information, including the links to such information, may be changed from time to time therefore Customer is responsible for reviewing such information periodically.

C. Standards

Details regarding Oracle's standards compliance for the Hosting Services may be viewed at the following link: https://www.oracle.com/ca-en/cloud/cloud-infrastructure-compliance/

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER	S&S
By: _____	By: _____
(signature)	(signature)
Name: _____	Name: ___Julie Hextell _____
(print)	(print)
Title: _____	Title: ____Executive Vice President _____
Date: _____	Date: _____

Attachment "B"

Oracle Terms

The required terms set forth below are subject to change at Oracle's discretion upon 30 days notice. The Customer acknowledges:

(1) the Programs and/or hardware that are subject to this Agreement are limited to the Customer and no other legal entity.

(2) the use of the Programs are limited to the internal business operations of the Customer. Customer may allow agents or contractors (including, without limitation, outsourcers) to use the Programs on the Customer's behalf for the purposes of this Agreement, subject to the terms of this Agreement, provided that Customer is responsible for the agent's, contractor's and outsourcer's compliance with the Agreement in such use.

(3) the operating system delivered with the hardware is restricted to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware.

(4) the integrated Programs and integrated Programs options must be used in accordance with the terms of the Agreement and the hardware documentation and only as incorporated in, and as part, of the hardware.

(5) ancillary programs are those third party materials specified in the Program documentation which may only be used for the purposes of installing or operating the Programs with which the ancillary programs are delivered.

(6) Oracle or its licensors retain all ownership in the intellectual property rights to the Programs, operating system, integrated Programs, and integrated Programs options.

(7) third party technology that may be appropriate or necessary for use with some Oracle Programs and/or hardware is specified in the Program documentation, readme files, notice files, installation details and/or hardware documentation and that such third party technology is licensed to the Customer under the terms of the third party technology license agreement specified in the Program documentation, readme files, notice files, installation details and/or hardware documentation and not under the terms of this Agreement.

(8) the hardware, integrated Programs, and integrated Programs options are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility and prohibit use of the hardware, integrated Programs, or integrated Programs options for these purposes.

(9) the Customer is prohibited from assigning, giving, or transferring the Programs, operating system, integrated Programs, integrated Programs options, and/or any services ordered or an interest in them to another individual or entity (in the event the Customer grants a security interest in the Programs, operating system, integrated Programs, integrated Programs options, and/or any services, the secured party has no right to use or transfer the Programs, operating system, integrated Programs, integrated Programs options, and/or any services). If the Customer decides to finance its acquisition of the

Programs, hardware and/or any services, the Customer must follow Oracle's policies regarding financing which are available at http://oracle.com/contracts.

(10) the Agreement prohibits (a) use of the Programs for rental, leasing, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any Program or hardware markings or any notice of Oracle's or its licensors' proprietary rights; and (c) making the Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license); and (d) title to the Programs, operating system, integrated Programs, or integrated Programs options from passing to the Customer or any other party.

(11) the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by Programs), operating system, integrated Programs, or integrated Programs options is prohibited. The duplication of the Programs, operating system, integrated Programs, or integrated Programs options is prohibited, except for a sufficient number of copies for the Customer's licensed use and one copy of each Program media.

(12) The use of any additional software that Oracle may include with the Programs and/or hardware ordered for trial, non-production purposes only is restricted. The Customer may not use such additional software included with an order to provide training or attend training provided by S&S or a third party on the content and/or functionality of the software. The Customer has 30 days from the delivery date to evaluate the additional software, subject to the terms of the Agreement. If the Customer decides to use any additional software after the 30-day trial period, the Customer must obtain a license for such software from S&S. If the Customer decides not to obtain a license for the additional software after the 30-day trial period, the Customer will cease using and will delete any such software from the Customer's computer systems. Additional software included with an order are provided "as is" and Oracle does not provide technical support or offer any warranties for the software.

(13) technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided and that Oracle's technical support policies can be accessed at http://oracle.com/contracts. The Customer acknowledges that Oracle's technical support policies are incorporated into the Agreement by reference. If the Customer decides not to purchase technical support at the time of the license and/or hardware then the Customer will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the Customer decides to purchase support at a later date.

(14) any third party firms retained by the Customer to provide computer consulting services are independent of Oracle and are not Oracle's agents and that Oracle is not liable for nor bound by any acts of any such third party firm.

(15) some Programs, operating system, integrated software, or integrated software options may include source code that Oracle may provide as part of its standard shipment of such Programs, operating system, integrated software, or integrated software options which source code shall be governed by the terms of this Agreement.

(16) hardware, if purchased, includes Oracle's hardware warranty in effect at the time the hardware is purchased and that Oracle's hardware warranty can be accessed at http://www.oracle.com/support/policies.html.

(17) to the extent not prohibited by applicable law, Oracle will have no liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Programs and/or hardware.

(18) at the termination of the Agreement, the Customer shall discontinue use and destroy or return to S&S all copies of the Programs and documentation.

(19) publication of any results of benchmark tests run on the Programs and/or hardware is prohibited.

(20) The Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, the hardware nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

(21) Oracle is not required to perform any obligations or incur any liability not previously agreed to between S&S and Oracle.

(22) S&S may, at any time audit the Customer's use of the Programs. The Customer is required to provide reasonable assistance and access to information in the course of such audit and S&S is permitted to report the audit results to Oracle. At S&S's sole discretion, S&S may assign the right to audit the Customer's use of the Programs to Oracle. Oracle and S&S shall not be responsible for any of Customer's costs incurred in cooperating with the audit.

(23) the Customer has not relied on the future availability of any hardware, Programs or updates in entering into the Agreement; however, (a) if the Customer orders technical support from Oracle, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to Customer for any Program licensed under this Agreement, per the terms of this Agreement.

(24) Oracle is a third party beneficiary of this Agreement.

(25) the application of the Uniform Computer Information Transactions Act is excluded from this Agreement.

(26) If a third party makes a claim against the Customer that any (i) hardware (excluding the operating system, integrated Programs or integrated Programs options); or (ii) Programs ((i) and (ii) collectively referred to as the "indemnified material"); infringes their intellectual property rights based on the Customer's use of the indemnified material (as applicable), Customer must notify S&S within 10 days after Customer receives notice of the claim (or sooner if required by applicable law). Customer must give S&S sole control of the defense and any settlement negotiations; and give S&S the information, authority, and reasonable assistance S&S needs to defend against or settle the claim.

(27) this Agreement prohibits: (a) the transfer of the Programs except for temporary transfer in the event of computer malfunction if the Programs are embedded in a physical device and (b) the Customer from assigning, giving, or transferring the Programs and/or any services ordered or an interest in them to

another individual or entity (in the event the Customer grants a security interest in the Programs and/or any services, the secured party has no right to use or transfer the Programs and/or any services).

(28) the Programs are subject to a restricted license and can only be used pursuant to the terms of this Agreement and that the Customer is not permitted to modify the Programs.

(29) third party technology that may be appropriate or necessary for use with some Oracle Programs is specified in the documentation and that such third party technology is licensed to the Customer only for use with the Programs under the terms of the third party license agreement specified in the documentation.

Schedule "F"
Service Availability

Availability and Uptime Objectives:

Availability of the Hosting Services is defined as when the Software and Customer's data are operational and accessible via a public internet connection. S&S shall strive to make the Hosting Services available 100% of the time. In the unlikely event of any type of downtime the two following SLA schedules will be respected:

Table 1 – Data Center's Power, Network, and Internet Availability

Monthly Performance Rate	Percentage of Applicable Monthly Recurring Hosting Charge Credited to Customer's Account
Equal or Greater than 99%	0%
Equal or Greater than 98%	3%
Equal or Greater than 97%	5%
Equal or Greater than 95%	10%
Less than 95%	25%

Table 2 – enQuesta Production Server Environment and Data Availability

Monthly Performance Rate	Percentage of Applicable Monthly Recurring Hosting Charge Credited to Customer's Account
Equal or Greater than 98%	0%
Equal or Greater than 97%	3%
Equal or Greater than 96%	10%
Less than 95%	25%

Credits or remedies will be provided only upon request of the Customer pursuant to this SLA. Requests for credit must be received within thirty (30) days of the Customer receiving our Root Cause Analysis document for a particular unavailability event. Please note that the official unavailability time that will be subject to a credit will exclude any common exclusions (as listed below).

Remedies for failure to meet any commitment provided in this agreement may not be combined to cover the same second, minute or daytime period – only one remedy will be afforded to the Customer per time period.

Fault will be determined, and failure to perform under the obligations of this SLA identified, shall be based on S&S's reports related to Table 2 and Third Party Hosting

Provider's monthly monitoring reports related to Table 1, and the performance monitoring reports on these subjects will be final and binding on the parties. Any disagreements will be remedied in accordance with the governing Managed Hosting Support & Maintenance Agreement.

However, the Hosting Services may be unavailable during certain downtimes, which includes, but is not limited to, the following circumstances:

- **Routine Scheduled Downtime**. Periods of time for the purpose of conducting routine system maintenance. In such event, S&S shall use commercially reasonable efforts to provide Customer with a minimum of three (3) business days prior to any period of scheduled downtime and shall use commercially reasonable efforts to limit any such routine system maintenance to weekends between the hours of midnight and 6 AM EST.
- **Factors Outside Our Reasonable Control.** Due to factors outside S&S's reasonable control (for example, a Force Majeure event, emergencies such as natural disasters, power surges, lightning strikes, or a network or device failure external to our data centers) or other exceptional circumstances, S&S shall be entitled to take any actions determined, in its sole discretion, necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to hosting infrastructure ("Emergency Work"). S&S shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible, but shall not be held responsible for any deterioration of performance or System unavailability to Customer during such events or Emergency Work.
- **Unauthorized Actions**. S&S shall not be responsible for any System unavailability that results from Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Hosting Services by means of Customer passwords or equipment, or otherwise resulting from Customer failure to follow appropriate security practices. Although S&S will use commercially reasonable efforts to mitigate the effects of any such events, S&S cannot guarantee that such events will not occur. Accordingly, S&S disclaims any and all liability resulting from or relating to such events.
- **Failure to Adhere to Requirements**. S&S shall not be responsible for any System unavailability for any failure by reason of Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Hosting Services in a manner inconsistent with the features and functionality of the Hosting Services (for example, attempts to perform operations that are not supported, exceeding prescribed quotas, or suspected abusive behavior) or inconsistent with S&S's published guidance.

Attachment A - Detailed Pricing

City of Redlands

Summary Cost Worksheet

Provided By:

Systems and Software

Cost Breakdown		
Base Upgrade v5 to v6 Services	$	444,375.00
License	$	29,000.00
v6 New Recurring Maintenance	$	7,250.00
Base Upgrade Total	**$**	**473,375.00**
Additional Modules/Items		
Cloud Hosting		
Recurring Maintenance	$	65,000
Services ($0 when completed with upgrade)	$	-
Extended Back Ups (90 days)	$	8,136
Total - Cloud Hosting	**$**	**73,136**
Capricorn Portal (Webconnect Replacement)		
Recurring Maintenance	$	11,375
License	$	45,500
Services	$	78,000
Total - Capricorn Web Portal	**$**	**134,875**
Total Including Services, License (Billed during project)	**$**	**596,875.00**
Additional New Maintenance added to existing enQ Maintenance (see 5 yr quote. Does not include Capricorn as it's replacing Webconnect)	**$**	**80,386.00**
Additional Expenses (if onsite)		
Travel (estimated)		$60,000
TOTAL	**$**	**737,261.00**

enQuesta Version 6 Upgrade Pricing Sheet

Prepared by: Shannon Martin/Kiley Fletcher
Date: April 1, 2024
Pricing expires on: October 16, 2024

BASE UPGRADE							
Item Selected?	**Service Component**	**Description**	**Service Cost**	**License Cost**	**Maintenance Cost**	**Combined Cost (Service, License) No Maintenance**	**Notes**
Yes	**Environment work (Legacy Version 5 to Version 6)**	Dev ops work to create the enQuesta v6 environments		$0	$0	**$0**	NA with hosting
Required	**Best Practice and New Features Review (BPR) (Legacy Version 5 to Version 6)**	A demonstration will be given of the Version 6 new features and a review of your enQuesta best practices and pain points will be conducted to ensure that you are taking full advantage of Version 6 and existing enQuesta features. New features demonstrations and a best practice review will be conducted in each business/functional area using enQuesta, including the full module list shown below. New features to be used and enQuesta process changes will be documented for configuration and testing purposes. Account Management, Document Designer Utility Billing, Job Scheduler, Rate Management, Financial Management, Skeletal G/L, Credit & Collections, Device Management, Workflow Scheduling, Work Queue, Security C15& Auditing, Admin Portal, Reporting – Cognos, Customer Self-Service. NOTE: this is not full business process analysis where we cover every business functional area of your Utility (which is listed as an optional item below). Rather Redlands would be expected to provide a list of inefficient areas or challenges to serve as an agenda for the BPR sessions.	$27,000	$0	$0	**$27,000**	
Required	**Data Mapping and Conversion / DBA Services (Legacy Version 5 to Version 6)**	**Data mapping for New Features, Data Cleansing and Execution of Conversion Iterations will be executed by our Implementation Consultants, Conversion and DBA Leads.** **- Certain New Features require data mapping rules to be discussed and established for converting from existing Version 5 to Version 6 data structures.** **- Data Cleansing scripts will be run and a cleansing plan will be provided for general data auditing/cleansing purposes and also to ensure data integrity and compliance for Version 6.** **- Four Conversion Iterations (two test conversions, one conversion for Simulation/UAT and one conversion for Go-live) will be run, validated and balanced to prove out data cleansing activities and a successful cut over to Version 6. Balancing activities include account-by-account data validation, reconciliation of system counts between Versions 4 and 6, and bill parallels.** **- Test/train refreshes will be performed as needed along with merging and maintenance of ongoing Utility's Version 5 configuration with S&S Version 6 configuration.**	$40,500	$0	$0	**$40,500**	
Required	**enQuesta Product Configuration & Unit Testing (Legacy Version 5 to Version 6)**	**S&S Implementation Consultants will configure the Version 6 target system** according to the decisions made re: New Features to be adopted and business processes that require changes. Unit testing will be performed to ensure changes are ready for Functional and Integration testing.	$27,000	$0	$0	**$27,000**	
Required	**Version 6 Deployment (Redlands -specific programs) (Legacy Version 5 to Version 6)**	S&S Deployment engineers will deploy enQuesta version 6 to production, test and train environments as well as fix packages to all environments during the testing phases. Additionally, S&S Implementation Consultants will review current interfaces and Redlands -specific programs with Utility to ensure a complete and accurate list is made. S&S interface specialists will then ensure interfaces and programs have been upgraded to work with Version 6. Unit testing will be performed to ensure changes are ready for Functional and Integration testing.	$18,000	$0	$0	**$18,000**	
Required	**enQuesta Analytics Report Upgrades (Legacy Version 5 to Version 6)**	An S&S Report Architect convert Version 5 reports to version 6** and provide general user support over the course of the upgrade. ** Pricing is based on converting up to 400 reports. If more are needed, effort will be increased at the rate of 20 mins / report.	$9,000	$0	$0	**$9,000**	
Yes	**enQuesta Analytics Training and Upgrade to Cognos 11**	An S&S Report Architect will install and configure the latest version of enQuesta Analytics & provide 1-2 days of training on the enQuesta Analytics new features.	$22,500	$0	$0	**$22,500**	
Required	**enQuesta Version 6 Core Team Training**	S&S Implementation Consultants will provide 3 days of training on the enQuesta Version 6 New Features to the Core Team (not to exceed 20 participants). This training will be provided before Functional and Integration Testing to inform the Core Team how best to test the New Features.	$15,750	$0	$0	**$15,750**	

Required	**Testing Services *(Legacy Version 5 to Version 6)***	In addition to providing testing support, triage, fixes and organizational support during Functional and Integration testing, S&S will provide Redlands with: - over 500 standard test scripts to use for testing purposes. - an online testing tool to manage testing progress and statistics during the testing phases.	$45,000	$0	$0	**$45,000**	
Yes	**enQuesta Version 6 Training**	An experienced S&S Trainer will train Redlands resources on enQuesta Version 6 New Features. Any remaining users that were not trained in the core team sessions.	$9,000	$0	$0	**$9,000**	
Yes	**Additional Training**	To be delivered post go live Doc Designer - up to 8 hours of training Work Order - up to 4 hours of training Abill/Rebill/Reverse - up to 4 hrs	$6,750			**$6,750**	
Required	**Simulation / User Acceptance Testing (UAT) (one month)**	Combination of onsite and remote S&S project staff to prepare and orchestrate a go-live simulation and for both team to ensure data integrity and accuracy of the conversion / cutover process. After the go-live simulation, Redlands staff will execute 1-3 weeks of User Acceptance or "Day in the Life" testing as a final verification of the Version 6 solution. S&S Implementation Consultants will support UAT onsite and/or remotely depending on the project schedule.	$40,500	$0	$0	**$40,500**	
Required	**Go-Live (one month)**	S&S Implementation Consultants onsite during pre and during go-live to ensure successful launch and support of Redlands staff. This will provide greater comfort and ensure Redlands team's autonomy.	$63,000	$0	$0	**$63,000**	
Required	**Post-Go Live (one month)**	Dedicated S&S Implementation Consultants post go-live (combination of onsite and remote) to ensure clean hand-off to our Support department.	$22,500	$0	$0	**$22,500**	
Required	**Project Management (Legacy Version 5 to Version 6)**	An experienced project manager will be tasked with the execution and expediency of the project from start to finish.	$97,875	$0	$0	**$97,875**	
Required	**Miscellaneous 3rd Party Licenses**	Various 3rd parties that will be used to accomplished the work and setup the automation and web conversions (i.e. WebFast, etc.).	$0	$29,000	$7,250	**$29,000**	
	Sub-total - Base Upgrade		**$444,375**	**$29,000**	**$7,250**	**$473,375**	

ADDITIONAL PRODUCTS / MODULES

Item Selected?	Service Component	Description	Service Cost	License Cost	Maintenance Cost	Combined Cost (Service, License) No Maintenance	Status in the Future / One Time Investments
Yes	**Migration to Oracle Cloud, yearly Hosting fee**		$29,460		$65,000	**$0**	Services cost will be absorbed into upgrade costs
Yes	**90 Day Extended Back Ups**				$8,136		
			$107,460				

TRAVEL EXPENSES

Required	**Travel Expenses**	Trips decided on collectively on during the project. Our preference is to allot at least 20 trips and generally we estimate around $3K per.	N/A	N/A	N/A	**$60,000**	Not Required - can be done remote, or partial travel.

Total Services and License	**$596,875**
Additional Maintenance	**$80,386**
Estimated Travel Budget	**$60,000**

DELIVERABLE	PS	License	Total
Contract Signing	$ 78,356.25	$ 18,625.00	$ 96,981.25
Completion of Onsite Kick off Meeting & Initial Project Plan	$ 117,534.38	$ -	$ 117,534.38
S&S Initial testing complete and testing is turned over to the Client	$ 143,653.13	$ 37,250.00	$ 180,903.13
Simulation	$ 78,356.25	$ -	$ 78,356.25
Go-Live	$ 52,237.50	$ 9,312.50	$ 61,550.00
Go-Live + 30 Days	$ 52,237.50	$ 9,312.50	$ 61,550.00
Total	**$ 522,375.00**	**$ 74,500.00**	**$ 596,875.00**
Travel (estimated 20 trips $3,000/trip)	$60,000		

Notes: Total License = $74,500. S&S has agreed to spread over milestones as follows:
25% due on signing
50% due on system turned over to Redlands
12.5% due at go live
12.5% due 30 days post go live

Systems & Software, Inc.

enQuesta 6

City of Redlands
Statement of Work for enQuesta v6 Upgrade

Document Version 1.0

April 1st, 2024

Confidential Material Enclosed - This document includes information that Systems & Software, Inc. (S&S) considers to be confidential, trade secrets, and proprietary information. Unless as required by law, it shall not be disclosed outside the City of Redlands (Redlands). Redlands, for purposes of this provision, shall include any consultants assisting Redlands.

Revision History

Date	Version	Description	Author
3/18/24	1.0	Initial Draft	Kiley Fletcher
4/19/24	2.0	Updated v4 to v5R	Kiley Fletcher
5/22/24	3.0	Revisions to scope	Kiley Fletcher
8/12/24	4.0	Revisions to scope, milestones	Kiley Fletcher

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1. Project Objectives

enQuesta v6

1.1.1 City of Redlands and Systems & Software, Inc. (S&S) have agreed to engage in the upgrade of the existing enQuesta Client Information System (CIS) and ancillary modules. Under this arrangement, City of Redlands will upgrade from their currently installed release of enQuesta v5R to enQuesta v6. Objectives of the upgrade are:

- Establish City of Redlands on the standard, most current version of enQuesta v6.
- Implement the new features that have been identified within this statement of work.
- Upgrade City of Redlands to the most recent version of Oracle 12c Database, Operating System, and Middleware.
- Upgrade S&S' next generation reporting solution, the enQuesta Reporting Portal, to the current version utilizing Cognos Analytics.

City of Redlands and Systems & Software

1.1.2 City of Redlands, having its principal offices at 35 Cajon St, Suite 15, Redlands, CA 92373 shall be referred to herein as the "Client". Systems & Software, Inc. having its principal offices at 10 E Allen Street Suite 201 Winooski, VT 05404, shall be referred to herein as "S&S".

Project Overview

1.1.3 The duration of this project is expected to be 6 months until Go-live plus 1 month of post-Go-live (before transitioning to Support) although this is subject to change based on the mutually agreed upon project plan.

1.1.4 The Client is estimated to have approximately 25,000 active accounts.

2. Purpose of SOW

Products and Services

2.1.1 This Statement of Work (SOW) describes the products and services to be delivered by S&S as well as the responsibilities of both the Client and S&S throughout the duration of the Project.

Cost, Schedule, and Scope

2.1.2 S&S and the Client agree to cooperatively manage the cost, schedule, and scope of the project. Project scope is limited to the tasks and deliverables identified in this SOW. Items not specifically detailed in this SOW are to be considered out of scope.

2.1.3 All costs associated with third party hardware and/or software will be subject to the current rates of the third-party vendor at the time an order is placed. Maintenance for third party software shall commence at the time the order is placed.

Labor Rates

2.1.4 If the need for additional services is required throughout the Project due to scope change, additional labor rates will apply. Labor rates for additional services will be billed at the current year hourly billable rate. The 2024 hourly rate is $275/hr. S&S will keep the 2024 hourly rate in effect for the duration of the upgrade project to be used for any change orders during the project.

Change Control

2.1.5 Both the Client and S&S agree to reserve the right to enter into negotiations covering items currently known to be outside of scope or not yet currently defined using the S&S Change Control Plan procedures. It is acknowledged that those negotiations would potentially lead to a Change Order to this project or a separately defined project. Change Orders will be evaluated for impact to cost, schedule, project risk(s), and resources.

User License:

2.1.6 enQuesta CIS License for 35 users is included

3. enQuesta v6 Product New Features

Functional Area	Feature
enQuesta Security	enQuesta v6 provides the following cross-platform enhancements related to Single Sign On authentication and Lightweight Directory Access Protocol (LDAP): - Presentation level integration - enQuesta accepts and authenticates credentials against Microsoft Active Directory or any LDAP service. - If the user runs the application from a system which is already logged into the directory service, enQuesta does not prompt for authentication, and SSO capabilities are achieved. - With no more client to install, no SSH connection is required. - An LDAP server is built into enQuesta (in case the utility does not already have LDAP installed).
Inquiry & Navigation	Redesigned System Navigation and New Menu System New inquiry design with configurable views, billing history redesign and ability to search and launch programs by key word search (in addition to fast paths).
File Transfers	Scheduling SFTP Transfers in Job Scheduler User can now schedule SFTP file transfers to happen at specific date and time in Job Scheduler.
File Transfers	File Upload/Download in enQuesta Users now have the ability to upload and download (interface) files to and from enQuesta using the enQuesta application (instead of using desktop file transfer scripts or FTP clients). Multiple files can be specified at once.
Job Scheduler	New Run Sheets Available The following enQuesta run sheets are now available in Job Scheduler. Collections Run Sheet (for notices & shuts) Promise to Pay Break Routine Installment Break Routine Credit Fund Transfer Run Sheet Budget Break Run Sheet Budge Review Run Sheet Calendar Based Collections Run Sheet Cash Month End Month End Cognos BI FTP Upload/Download Deposit File Print (report) Cash Run Sheet Daily Update GL Interface Run Sheet (calc/prt/upd) HH WO Create Run Sheet Inactive to Active Credit Run Sheet Payment file upload Create ACH File Deposit Interest Run Sheet Deposit Auto-refund Run Sheet Credit Refund Run Sheet

	Work Order Update Run Sheet Work Order Control Sheet Write off Run Sheet Recurring Billing Run Sheet IDB Run Sheet Send Bill Is Ready (replaces send EBPP) Send Payment Reminder & Past Due Notifications Send High Bill/Usage Notifications Abill Run Sheet (Billing Adjustment Run Sheet)
Job Scheduler	Billing Recurrence You can now schedule one job once in Job Scheduler to run the billing run sheet automatically in accordance with your daily/weekly billing schedule. The billing schedule must be imported into enQuesta in CSV format.
Credit & Collections	Calendar Based Collections This feature enables utilities who would otherwise need to run many different collections processes individually each day to run them all from a single run sheet. Because individual notice events no longer need to be run individually, Calendar-Based Notices functionality can dramatically minimize the time and effort associated with running the notices, scheduling multiple jobs, and keeping track of details such as "Last Notice Sent Date." Whereas running Billing Collections Events alone still requires you to discern and initiate the scheduled runs prompted on your configured events calendar, Calendar-Based Collections "just knows" on the day it's run which notice types need to be run - and it runs them.
Credit & Collections	C&C Flexible Installment enhancements Additional configuration has been added to: - Allow for down payments to be required by AR or broken agreement range - Allow for number of payments to be driven by AR - Allow for payments to be required before agreement is established - Have different rules for API vs. CSR installments.
Customer Service	Expanded Report Code Functionality Report codes can now easily apply to all applications. They can have start and stop dates and apply as exclusions and inclusions to billing rate, penalty, collection notice and shut off processes.
Notifications	New Notification Types Added The following notification types have been added to the existing email/text/voice notifications engine to be run either from scheduler or the enQuesta menu without the need of a work order: - Payment Reminder (notification that can be sent X days before the billing due date) - Overdue Notice (notification that can be sent X days after the billing due date) - High Bill Warning (notification that can be sent X days before next bill date) - High Usage Warning (notification that can be sent X days before next bill date)
Billing	Billing Run Sheet Speed Enhancements By allowing multiple partitions of a single program to run simultaneously, enQuesta now demonstrates significant performance improvement in the Billing Runsheet programs. Essentially, we took one single threaded process and broke it up into multiple smaller processes to improve efficiency. For example, if a Billing Calculation, Print, and Update process formerly required 6 hours run as a single process, it is now typically cut by two thirds to 2 hours by running five simultaneous processors instead. Benefit: Faster, more efficient billing.

	Note: This feature requires sufficient processor, memory, and licensing (such as COBOL) capabilities.
Billing	BCE (Billing Collection Event) Enhancements Enhancements have been made to the billing and collection event scheduling tool to allow for multiple due dates to bill with one billing run if different due dates or collections timelines apply to different property class and tax districts.
Billing	Can ABILL Using Different Rate User can now select whether to use the rate in history or currently on the account when doing an ABILL adjustment. Previously, you were limited to using the rate from history.
Billing	Can Send a Letter with ABILL Adjustments A document designer adjustment letter can now be configured to be send for each ABILL adjustment performed.
Billing	Billing Validator Enhancements Enhanced and expanded the validator routine and reporting to make it easier to understand and added new error checks.
Customer Service	External-Document Upload Tool Allows users to upload documents or most file types created outside of enQuesta (e.g., contracts, identification cards, photos, permits, etc.) to be uploaded to enQuesta and associated with accounts in inquiry.

3.1 Additional Scope:

3.1.1 Payment Plan Business Process Review

Redlands currently has come challenges with payment plans in enQuesta. V6 Upgrade project will include a review of payment plan enhancements in v6 as well as a business process review of Redlands current payment plan criteria and challenges to ensure v6 is configured appropriately. This will address challenges unrelated to bi-monthly billing outside of the installment plans accounting for bi-monthly billing at initial set up. A v6 enhancement does address the initial installment set up by accounting for bi-monthly billing and setting up the installment accordingly.

3.1.2 Additional Post Go Live Training

S&S will provide additional training for Redlands as listed below. This training will be delivered as part of a post go live activity to ensure users are familiar with v6 and also ensures that the upgrade is live in a reasonable time that does not impact the ongoing hardware issues.

3.1.2.1 Document Designer Training

S&S will provide up to 8 hours of Document Designer training for up to 5 users. This will include Document Designer installation, creating and publishing letters, adding a signature line, etc. This does not include bill print.

3.1.2.2 Work Order Training

S&S will provide up to 4 hours Work Order training for up to 5 users. This will include basic work order configuration and resolution code set up.

3.1.2.1 Abill/Rebill/ReCalc

S&S will provide up to 4 hours of Abill training for up to 5 users. This will include Abills, Rebills and Recalculated bills using existing enQuesta functionality.

4. Interfaces

4.1.1 The following represents a list of interfaces that will be ported forward to enQuesta v6.

Vendor	Interface	API or Batch	API 2.0 or Legacy API	Basic HTTPS or BTB Cert Authentication?
InvoiceCloud	Real time payments	API	API 2.0	BTB Cert
	IVR Inbound	API	API 2.0	HTTPS Authentication
	IVR Outbound	Batch	N/A	N/A
Neptune 360	Meter Reading Upload	Batch	N/A	N/A
Concord	Meter Exchange	Batch		
	Meter Reading Download	Batch	N/A	N/A
E Lock Box	Standard Payment File Upload	Batch	N/A	N/A
	ACH	Batch	N/A	N/A
Tyler MUNIS	GL Interface	Batch	N/A	N/A

Any costs incurred directly from the above-mentioned vendors in order to complete the integrations as defined in this contract will need to be identified in a separate SOW between the 3rd party vendor and the Client and are not included within the scope of this SOW.

4.1.2 The following represents a list of files that are transferred using FTP and need to be considered during the project. Redlands will consider automation of file transfer where possible.

- Invoice Cloud
- Neptune 360
- UB Assistance program
- Outbound auto-call file
- Meter Inventory for meters and radio registers
- Monthly/In-advance ACH for US Bank

5. S&S Access to enQuesta Servers & Databases

5.1 S&S must have host server access to all v6 environments throughout the lifetime of a project. This begins with the v6 provisioning and continues through go-live weekend. More specifically, S&S requires:

5.1.1 Root access for OS provisioning.

5.1.2 Direct access to ***ansible*** service account with sudo permission for servers provisioning and code deployment.

5.1.3 Access to ***oracle*** service account with sudo to root for all DB servers.

5.1.4 Access to ***svrvdef, webfast, usercomp*** enQuesta service accounts to perform enQuesta application maintenance.

5.1.5 Full enQuesta application access to all environments using S&S standard users (***enqadmin, enquser,ssiadmin***) to preform v6 application configuration, testing and troubleshooting tasks.

6. enQuesta v6 Security Architecture New Features

6.1.1 The following security architecture enhancements are required with the delivery and implementation of the enQuesta v6 solution.

Web Application Firewall (WAF) - S&S will install a Web Application Firewall (WAF) to prevent any vulnerable requests that would damage the application. See Figure 1 below for full application network diagram and Figure 2 for zoom in of Internal Zone to identify WAF.

Enterprise Service Bus (ESB) – S&S will install an ESB that will expose enQuesta APIs using ESB Proxy service. This will enforce authentication one of two ways for each API (i.e., APIs may have no authentication now, but will have to choose one of the following methods going forward on v6):

- Basic HTTP authentication with a username and password.
- B2B SSL certificate (allows authentication only between parties with valid certificate)
  - S&S generates certificate and provides to vendor (note that this is separate from enQuesta application SSL certificate described below.)

See Figure 1 below for full application network diagram and Figure 2 for zoom in of Internal Zone to identify ESB.

SSL Certificate (for enQuesta application servers, separate from B2B SSL certificate) – We need to Install a SSL certificate on enQuesta application servers (Prod, Train, Test, etc.) and disable HTTP access.

6.1.2 Impact to the Client:

6.1.3 The use of v6 WAF and ESB as shown in the diagrams below will have the following impact on 3rd part interface vendors. Client is required to inform 3rd party vendors of the following information in case there as costs associated with conforming to the new v6 architecture.

6.1.3.1 enQuesta endpoint URLs change (even if same enQuesta legacy API is being used) in case any of Client's 3rd part vendors have the endpoint URLs hard coded.

6.1.3.2 HTTP protocol with or without user/pass is no longer supported when connecting to enQuesta API endpoints.

6.1.3.3 Connection to enQuesta API endpoints via HTTPS Basic Authentication or B2B certificate is supported.

6.1.3.3.1 HTTPS Basic Authentication is supported only if 3rd party vendor server(s) are in the Internal Zone of the Client's network as shown in Figure 1.

6.1.3.3.2 Authentication using a B2B certificate is required if 3rd party vendor server(s) are outside the Client's network, accessing enQuesta from the Internet Zone (i.e., public) as shown in Figure 1. B2B can also be used in the Internal Zone.

6.1.4 Re: the SSL certificate for the enQuesta application servers, there are two options for installing the certificate:

6.1.4.1 *Preferred S&S Solution* – S&S prefers to install a wildcard enquesta.io certificate.

6.1.4.2 The other option is for the Client to provide S&S with an SSL certificate with their own domain.

Figure 1

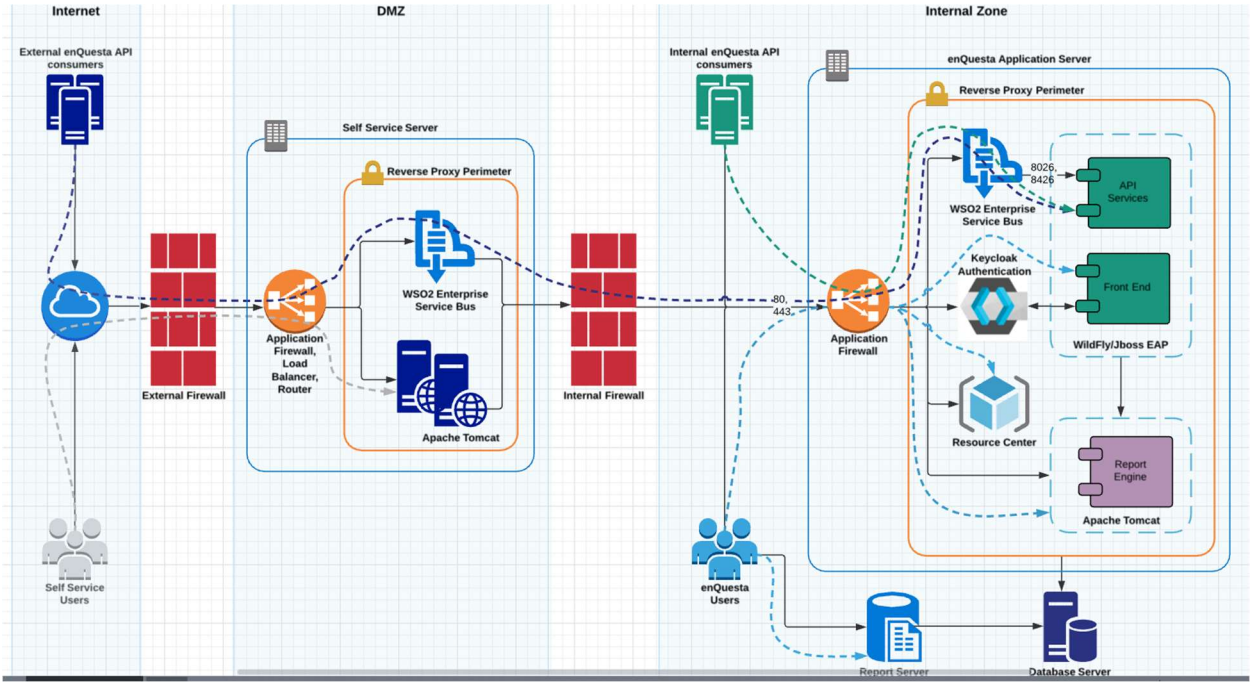
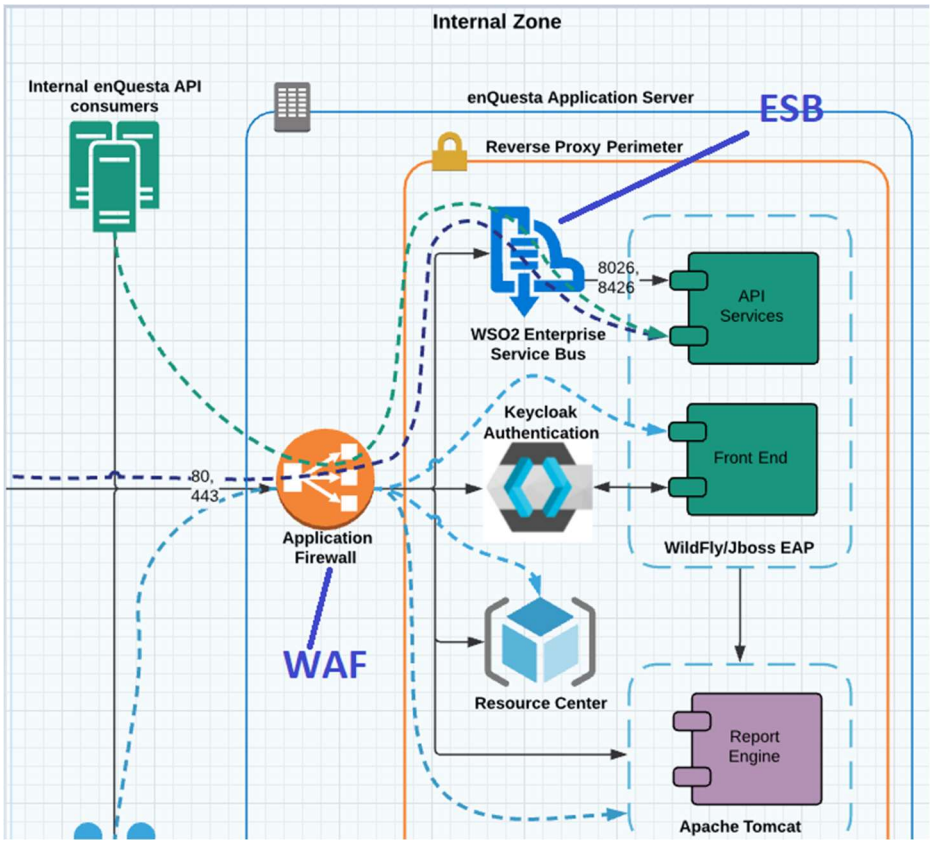


Figure 2



6.1.5 FTP Security Changes - Incoming FTP traffic is no longer allowed, however outgoing FTP traffic is allowed to put or get files from vendors.

6.1.6 Impact to the Client:

6.1.6.1 The Client currently connects to enQuesta servers via FTP to transfer upload and download files among enQuesta users, vendors and the enQuesta application. These file transfer processes clearly need to remain in place to support the function of ongoing Utility business, however the method will be replaced with one of the following for each batch interface depending on the current process.

6.1.6.1.1 enQuesta manual file upload via enQuesta application (instead of FTP client or .bat script)
6.1.6.1.2 enQuesta manual file download via enQuesta application (instead of FTP client or .bat script)
6.1.6.1.3 Job Scheduler file upload
6.1.6.1.4 Job Scheduler file download
6.1.6.1.5 LFTP (ftp/scp/sftp)/cron (S&S to help configure**)
6.1.6.1.6 Wget/curl(HTTP/HTTPS)/cron (S&S to help configure**)

*** S&S will configure at least one LFTP or wget cron job for Client. If more are required for multiple interfaces, Client will configure using the S&S configured job as a template.*

6.1.7 Cash API (CashServices) Change – This applies to Clients using a real-time payment processor that does not support API 2.0 yet (e.g., Paymentus, Kubra, CityBase). S&S changed the authentication flow to native session management using HTTP JSESSIONID header. This can be disregarded if Client uses InvoiceCloud, since they will use the new enQuesta v6 API 2.0 endpoints.

6.1.8 Impact to the Client:

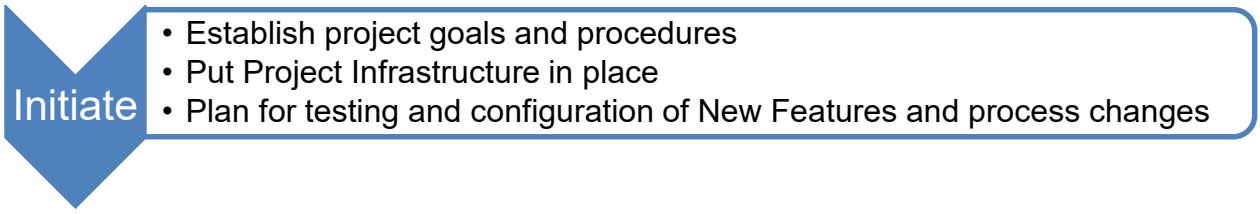
6.1.8.1 The Client must inform vendor(s) to make changes needed to connect to API via new authentication method.

7. Attachments to the SOW Include

Attachment A – Detailed Pricing
Attachment B.1 – Capricorn SOW

8. Initiate & Analysis Phase

Phase Overview



Activities

- Project team assembly
- Project Management Plan created
- Project kick off
- New features and Customer enQuesta challenges & pain points review
- System hardware & software installation
- Develop testing strategy
- Complete user training matrix and conduct training requirements analysis

Phase Deliverables & Key Milestones

Phase Deliverable & Key Milestones	Deliverable Type	Delivery Ownership		Acceptance Ownership	
		S&S	Client	S&S	Client
Project Team Assembly	Action	X	X	X	X
Completion of Onsite Kick off Meeting	Action	X			X
Data mapping sessions	Action	X			X
New Features Review	Action	X			X

Client enQuesta Challenges & Pain Points Review	Action	X	X		X
V6 New Features & Data Mapping Workbook	Excel	X			X
Project Management Plan	Doc	X			X
Delivery of enQuesta v6 Environment	Action	X			X
Testing Strategy Document	Doc	X	X	X	X
Complete User Training Matrix	Excel	X	X	X	X

Project Team Assembly / Staffing Requirements

8.1.1 Project Manager

8.1.1.1 Both the Client and S&S will assign Project Manager(s) (PM) for the duration of this project, including the 30-day post Go-Live period, as defined in this SOW. Each Project Manager shall have decision-making authority and be the central point-of-contact within their respective organization.

8.1.1.2 S&S Project Management activities will be carried out both onsite and remotely.

8.1.1.3 Project Management is comprised of the following responsibilities and associated activities: Scope Management, Change Management, Resource Management, Communication Management, Issue Management, and Relationship Management.

8.1.2 Executive Sponsor

8.1.2.1 S&S will assign an Executive Sponsor for the duration of this project. The Client must also assign an Executive Sponsor. This ensures the needs of all parties are being met. Executive Sponsors shall interact and/or meet on a mutually agreed upon basis and may engage on any type of issue.

8.1.3 Project Team

8.1.3.1 Both S&S and the Client will be responsible for assigning a Project Team of qualified resources to cover all aspects of the project, including but not limited to Project Management, Subject Matter Experts (SMEs), and Technical Experts. Qualified Resources are those individuals that have expert knowledge of today's environment and are able to think outside the box.

8.1.3.2 Proposed areas of expertise include:

- Project Management
- IT (Hardware, Network, Peripheral Devises)
- Conversion
- Training
- Business Processes / Functional SMEs
- Interfaces
- Testing
- Reporting

8.1.3.3 All project team members are expected to be empowered to make decisions. If a decision affects the compliance of a RMC or State requirement, upper-level management and CA may need to be involved and Redlands will handle accordingly.

8.1.4 Project Room

8.1.4.1 It will be necessary for the Client to establish a Project Room for use throughout this project. The Project Room must accommodate the S&S Project Team while onsite to conduct non-training activities, such as Business Process Analysis, Testing, etc.

8.1.4.2 The Project Room must have, power sources, network access, internet access, a telephone, and a networked printer. The S&S Team must have access to the enQuesta server while on-site.

Project Kick Off

8.1.5 The project kick-off will take place following the upgrade contract signing. This is typically an event that can be executed in a single business day. The S&S team will review the following items with the Client:

- Review initial project plan schedule
- Project SOW Review – define key tasks, deliverables, interfaces, and testing expectations
- Define project structure and lines of communication
- Hardware and software specifications review, as well as procurement expectations

New Features & Client EnQuesta Challenges / Pain Points Review

8.1.6 After Project Kick Off, the S&S team will hold deeper dive discovery sessions on the following topics to determine how to configure the v6 system for the test phases. These sessions are executed over the course of three to five business days, and four to eight weeks after kickoff, depending on the size and complexity of the upgrade.

- Demonstrate and review the functionality that has changed from v5R/5 to v6.
- Conduct data mapping sessions to make decisions on how certain data elements will convert into the new v6 database structure. Data cleansing opportunities and tasks will follow these sessions.
- Review existing Client challenges and pain points with current enQuesta processes to identify additional configuration (changes) that should be done as part of the upgrade. Note this is not a full BPA assessment in each of the functional areas. S&S will review the enQuesta processes identified by the Client in advance of this discussion.
- Review any existing interfaces that need to be brought forward with v6.
- S&S will provide documentation to the Client (v6 New Features & Data Mapping Workbook) after the Data Mapping Sessions, Client challenges and pain points review and the New Features review sessions to document the new processes and configuration that will be implemented.
- Documentation request for current list of users, training needs, and security groups

Development of Joint Project Management Plan

8.1.7 The Project Management Plan describes how the project will be managed and is necessary in defining, preparing, integrating, and coordinating all subsidiary plans and processes as part of S&S's Implementation Methodology. The Project Plan will be finalized during the initiate phase of the project. The Project Plan/Project Schedule will be created/completed within the Clarizen Project Management tool. Use of any other tool (e.g. MS Project) for project planning/scheduling is not included within the scope of this project.

8.1.8 The Project Management Plan integrates all tasks S&S requires in order to manage the project and will be the primary source for information for how the project activities will be planned, executed, monitored, and controlled, and closed. The Client might require additional tasks, such as customer communications or internal process review, but these tasks will not be reflected or tracked in the Upgrade Project Plan. Following is a list of responsibilities included with the management of the Project Management Plan.

8.1.9 Scope Management

8.1.9.1 Scope management is the act of managing the project, its associated deliverables, activities as defined in this SOW, and all contract documents. Proper scope management ensures that the project plan is executed according to the timeframes and budget defined for this project. Any scope not defined in this SOW will follow Change Control Plan procedures. Attached to this SOW is a Sample Project Schedule, Attachment C.

8.1.9.2 The S&S PM will update the project schedule on a monthly basis and submit it to the Client PM(s) for review and approval. Regular Project Team meetings will be held weekly via conference call.

8.1.9.3 The S&S PM is responsible for ensuring the day-to-day activities are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

8.1.9.4 The Client PMs are responsible for ensuring the day-to-day activities are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

8.1.10 Time Management

8.1.10.1 Time Management is the process of estimating, scheduling, and tracking project activities**.** The overall project schedule will be managed by the S&S Project Manager to ensure that the project is delivered in a timely manner. All the critical path items will be managed closely by the S&S PM and Client PMs in their respective areas of responsibility.

8.1.11 Resource Management

8.1.11.1 Resource Management is the responsibility of both the S&S PM and the Client PM's. Each PM is responsible for the oversight and management of the project team members from their respective organizations which may include employees, contracted consultants, and vendors.

8.1.11.2 The S&S PM will manage S&S resources; the Client PM's will manage Client resources, and third-party vendors.

8.1.11.3 At no time shall S&S become involved with the oversight or scheduling of Client resources or the Client's third-party vendors.

8.1.11.4 It is the responsibility of each PM to ensure proper resources are available as scheduled in the project plan. This includes, but is not limited to, attendance in training sessions, team meetings, and conference calls, as well as participation in analysis, testing, and all other project activities.

8.1.11.5 Changes to the project timeline or the project plan that are due solely to the Client and/or the Client's third-party vendors may result in a change of scope and be subject to Change Control Plan procedures.

8.1.12 Change Control Management

8.1.12.1 Change Management is the process whereby out of scope requests or requirements are documented, analyzed, assessed for impact on the project and submitted for approval on mutually agreed upon Change Management Control.

8.1.12.2 The Client Project Managers will initiate an S&S Change Request Form which commences the Change Management process. The initial Change Request will be delivered to the S&S PM for consideration of the following: any possible resolution plans, resource requirements, impact to schedule, proposed timeline, and cost.

8.1.12.3 For all approved changes, the S&S PM will update the project schedule with the additional scope of work including project tasks, durations, and assigned resources. These tasks will then be managed as part of the overall project.

8.1.12.4 S&S may suggest that some Change Requests be managed outside the scope of the original implementation. This project decision will require the mutual agreement of the parties.

8.1.12.5 For those Change Requests that have financial ramifications, Payment Milestones will be reviewed and suggested modifications proposed by the S&S PM. Such proposed Payment Milestone changes shall be subject to the approval of the Client.

8.1.13 Test Strategy

8.1.13.1 S&S will deliver a test strategy document that will outline the goals of the following three test phases: Functional/Integration Testing, User Acceptance Testing (UAT, executed after the Mock Go-live Conversion) and Go-live Testing. Dates will be scheduled for each of the three test phases in the Project Schedule. The Client is responsible for creating day-by-day and week-by-week detailed testing schedules for Client resources (to determine which test scripts will be executed) for each of the three test phases.

8.1.13.2 S&S will load standard enQuesta test scripts into a Client specific area in the SpiraTest online testing tool. The Client is responsible for customizing these test scripts and adding any additional ones required (e.g., Client specific interface test scripts). Training will be provided on how to use the SpiraTest tool to manage test script editing/creation.

8.1.13.3 Once the new enQuesta system is launched and the Client's end users are trained on the new features during Core Team training, the Client will begin the Functional/Integration test phase.

8.1.13.4 UAT is a formalized 1-2 weeks of testing (to occur immediately after the Mock Go-live conversion) in which the S&S implementation team may (depending on Client needs) be onsite assisting the Client with "day in the life" testing, or executing daily jobs, run sheets,

updates and interfaces in enQuesta. The S&S PM will provide a sample test schedule and will jointly customize it with the Client PM to list all of the major business processes typically run in a 1–2-week period. The Mock Go-live conversion and UAT together are referred to as Simulation.

8.1.13.5 The final testing event will occur the day before Go-Live. After S&S brings up the new enQuesta system and completes initial smoke testing, the Client will be responsible for final testing before providing the final approval to launch. The S&S implementation team will be onsite during go-live to assist in testing.

8.1.14 Relationship Management

8.1.14.1 Relationship Management is the responsibility of the Project Managers. The S&S PM will serve as the central point of contact for all Client project-related needs. The Client PM's will serve as the central point of contact for all S&S project-related needs. The S&S and Client PMs are responsible for managing the project to the deliverables specified in this SOW and contract documents. Implementation issues are the responsibility of the S&S Project Manager and supported by the S&S Implementation Team until the end of the 30-day Post Go-Live Implementation Support Period when the support services are transitioned to the Support Desk.

8.1.14.2 S&S will work in conjunction with Redlands and the S&S Support team to transition any open items remaining at the conclusion of the post go live period. A plan for each open item will be documented and communicated to Redlands.

System Hardware and Software Installation

8.1.15 Hardware and Third-Party Software Requirements

8.1.15.1 The following sections list the hardware, network, and software requirements for the enQuesta solution. The server and environment specifications are defined at contract signing so that establishing the project infrastructure can start as soon as the contract is signed. The Client is required to ensure the hardware is in place, setup and ready for S&S Base Solution installation (i.e., enQuesta) at the time of project kickoff. While S&S will make every effort to work around hardware not being available at project kickoff, delays in hardware could result in schedule delays and change orders.

8.1.15.2 If the Client purchases hardware independently, the order and delivery schedule must fit within the critical path identified in the project schedule.

8.1.15.3 Hardware Requirements:

8.1.15.3.1 The Client will be running on Oracle cloud. This can be sized similarly to the current hardware and adjusted up using virtualization. For the Database, S&S recommends accounting for a 20% increase in load. A hardware

review will take place with the S&S and Client project team. **See Master Services agreement for details.**

8.1.15.4 Client PC Requirements:



WORK STATION	RECOMMENDED SYSTEM
Operating System	Windows 10 (21H1), MS Office 365 or 2016
Processor	7th Generation Intel® Core i7™ Processor or equivalent
RAM	8GB Minimum, 16GB+ Recommended
Screen Resolution	1080P (1920 x 1080) Resolution
Disk	100 MB (free)
LAN Speed	100 Mbps
Browser	Microsoft Edge (other browsers in progress)
PDF Viewer	Acrobat Reader (latest ver. at the time of installation)

8.1.15.5 Third Party Software

8.1.15.5.1 With the initial configuration of the hardware, all core vendor operational software must be installed and configured. Once the installation and configuration has been completed, the functionality of this software will be tested.

8.1.16 Client Responsibilities

8.1.16.1 The Client will meet the minimum system requirements as defined in this SOW.

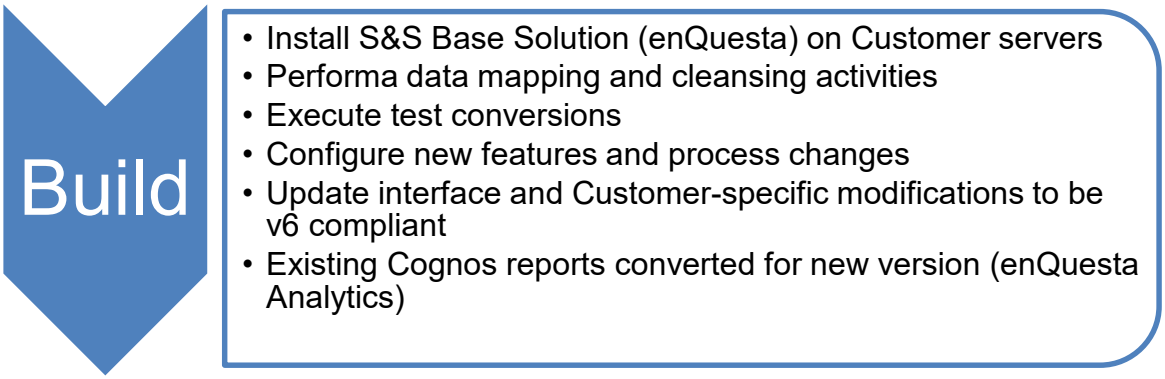
8.1.16.2 The Client will provide VPN connectivity to the enQuesta server (or servers if the Client either a) has or will have both a Production and Train server or b) has or will have both a Production Application and Production Database server).

8.1.16.3 The S&S preferred network connection would be at least 1.5Mbps with all servers put into a DMZ. Given the number and diversity of Clients requiring support from S&S, each

with varying networking infrastructures, support of software-based VPN clients is not a viable option for this project. If the Client does not currently have one of these hardware solutions in place, they will assist S&S' Network & Security Personnel with the implementation and testing of one.

9. Build Phase

Phase Overview



Activities

- enQuesta installed on Customer servers and environments (e.g., prod, test, train)
- Hold data mapping sessions to map existing data to some new features (e.g., device normalization, notifications), cleanse data as needed
- Execute test conversions
- Configure enQuesta production and test systems for new features and process changes identified during initiate and analysis phase
- Update interfaces, Customer-specific modifications and Cognos reports to be v6 compliant

Phase Deliverables & Key Milestones

Phase Deliverable & Key Milestones	Deliverable Type	Delivery Ownership		Acceptance Ownership	
		S&S	Client	S&S	Client
enQuesta installed on Client servers and environments	Action	X			X
Data cleansing	Action		X	X	
Execute test conversion	Action	X			X

Configure enQuesta production and test systems	Action	X			X
Update existing interfaces and Client-specific modifications for v6	Action	X			X
Convert existing Cognos reports for v6	Action	X			X

enQuesta Database and Software Installation

9.1.1 Once the Client hardware and network configuration is in place, S&S will install and unit test enQuesta on each of the Client environments (e.g., prod, test, train).

Data Cleansing

9.1.2 The Client is responsible for any data cleansing activities that result from the data mapping sessions. Data mapping decisions and lists of data elements that need cleansing will be documented in the v6 New Features & Data Mapping Workbook.

Execute Test Data Conversions

9.1.3 S&S will take full responsibility for data conversion with exception of the following Client activities:

- Providing clean data.
- Working with S&S to ensure reliable access to data sources and required Client resources as needed.
- The Client will run and provide S&S copies of the billing, trial balance and deposit reports prior to each conversion.

9.1.4 Data to be converted

9.1.4.1 All data as currently exists in the enQuesta system.

9.1.4.2 Any data archiving is out of scope. Additional analysis/services would be required if archiving is desired.

9.1.5 One or two test conversions will be executed as per the Project Plan and timelines that need to be met to execute Go-live on the desired date. Test conversion(s) will be used for the first test phase: Functional/Integration testing.

9.1.6 S&S will provide a balancing report and conduct a bill parallel with each test conversion.

enQuesta Configuration

9.1.7 S&S will configure the enQuesta production and test systems according to the decisions documented in the New Features and enQuesta process changes document from the initiate and analysis phase. All configurations shall be unit tested during functional and integration testing.

Printer Queue Migration

9.1.8 Printer drivers are created either by the manufacturer or in some cases may use a generic driver in the operating system. You may have noticed that when buying a new computer at home, it may not work with your old printer. If your computer is running a new version of Windows, a driver may not exist for (meaning that version of Windows is not compatible with) your old printer. If this Upgrade includes an Operating System upgrade, you may find the same issue arises.

9.1.9 As per the general support contract, the Client is responsible for the equipment such as computers and printers. Due to S&S's familiarity with Linux, we find that on a project that includes an OS upgrade it is easier for us to attempt the migration of print queues within enQuesta and will attempt to do so. However, testing of those printers is still the responsibility of the Client. This should be added to the Client's test plan.

9.1.10 After attempting to migrate your print queues, S&S will provide a list of printers that appeared to have migrated well and a list of those that did not. For those that did not, S&S will provide you information regarding the issue that occurred. Once this list has been provided, it becomes the responsibility of the Client's test team to report issues in SpiraTest, test printer function, and resolve printer and network issues. S&S will of course take responsibility for application issues and test from the server side. The Client's test team should include two types of resources, one with experience with enQuesta who can try printing from all the test queues and one that can address network and hardware issues.

Client-specific modifications & Interfaces

9.1.11 S&S will port forward to v6 all Client interfaces that currently exist in the current production enQuesta environment. Client is responsible for testing all API and batch interfaces during the testing phase of the project. Client should review their proposed test cases during testing planning to ensure that the interface testing requirements are thoroughly identified.

9.1.12 All existing Client-specific modifications will be ported forward to v6 as part of the upgrade.

9.1.13 S&S will unit test all ported forward interfaces and Client-specific modifications.

9.1.14 Client Responsibilities

9.1.14.1 Interface work required of third parties (including cost), as well as management of the schedule for third party work on interfaces is the responsibility of the Client.

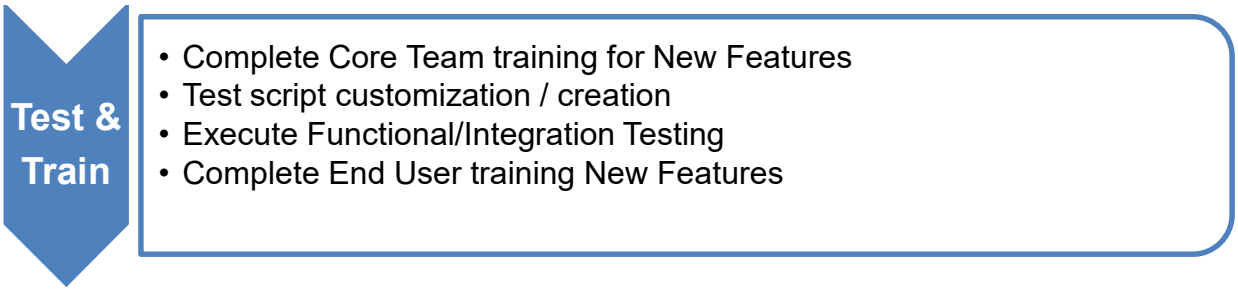
Cognos Report Conversion

9.1.15 The Client will research the reports in their current Cognos library and identify only the ones that need to be ported forward, so that time is not unnecessarily expended on reports which are no longer required. S&S will convert up to 400 reports or spend up to one hundred thirty (130) hours on report conversion, whichever comes first, as part of the standard Upgrade Project scope. Additional reports can be converted as needed using a baseline level of effort of 20 minutes per report, which would be subject to a change order.

9.1.16 The Client has custom Water and Sewer Arrears tables and views in the ENQUESTA schema that will be converted to v6. The water and sewer arrearage reports associated with these tables will be converted in addition to the 400 reports noted above in section 9.1.15

10. Training & Testing Phase

Phase Overview



Activities

- S&S will train the Customer Core Team on the enQuesta v6 new features.
- S&S will train Customer Cognos / ad-hoc report team members on enQuesta Analytics (term for Congos v6) new features.
- The Customer will customize or add/create test scripts using the standard S&S v6 test scripts as a basis.
- The Customer will execute test phase 1: Functional/Integration testing.
- S&S will train the Customers end users on the enQuesta v6 new features.

Phase Deliverables & Key Milestones

Phase Deliverable & Key Milestones	Deliverable Type	Delivery Ownership		Acceptance Ownership	
		S&S	Client	S&S	Client
Core Team Training	Action	X			X
enQuesta Analytics Training	Action	X			X
Test Script Creation / Modification	Action		X	X	
Functional/Integration Test Execution	Action		X	X	

End User Training	Action	X			X

Core Team Training

10.1.1 Client Responsibilities

10.1.1.1 The Client's Project Team will coordinate user enrollment for each class and rescheduling requirements as necessary. The Client PM is responsible for communicating the number of participants enrolled in each class to S&S.

10.1.1.2 The Client is responsible for ensuring appropriate time is made available for users to participate in every training course they are enrolled in, according to the finalized User/Training Matrix. If users are not provided with such time, it is the Client's responsibility to provide training at a later date. S&S will provide a class schedule; however, it is the Client's responsibility to notify and get participants to the class.

10.1.1.3 It is the Client's responsibility to ensure that users attend classes in a punctual manner. The Client is responsible for training all users who require additional training due to late arrivals or absence.

10.1.1.4 The Client is responsible for training all casual users that are not listed in the user matrix.

10.1.2 Training Facility Requirements

10.1.2.1 The Client is responsible for providing training facilities capable of accommodating the number of users to be trained identified in the Training Plan. The training facilities will accommodate 12 users per classroom, with an individual workstation for each user. Each workstation must meet the minimum PC requirements.

10.1.2.2 Classroom setup must include:

- Projector with interface to a computer
- Projection screen
- Telephone and connection needed for technical support
- White board
- Dry erase markers
- Pencils

- Note paper
- High speed internet access

10.1.3 S&S Responsibilities

10.1.3.1 S&S may adjust the course offerings and durations at any time.

10.1.3.2 S&S will work with the Client to identify the appropriate courses for each participant through a joint training requirements analysis meeting.

10.1.3.3 S&S' Technical Trainer will supply a PC for their use during training activities.

10.1.3.4 S&S is responsible for providing the Core Team training to all participants identified in the user training matrix. The purpose of enQuesta Core Team Training is to train the core project team on the new features and functionality of enQuesta v6. The Core Team comprises subject matter experts who manage the major functions of enQuesta, such as Billing, Credit & Collections, Security & Administration, Metering, and Client Service. The lessons will include hands-on courses that instruct Core Team users on how to execute existing business processes on enQuesta v6. Core Team training does not include introductory or basic training to users unfamiliar with the processes of enQuesta.

10.1.3.5 S&S Core Team training typically lasts for 2-4 days, depending on the size and availability of the Core Team and the number of new features selected for implementation.

10.1.3.6 S&S will also deliver training on how to use the SpiraTest Web-based testing tool so that the Client is able to customize and create test scripts, execute the scripts using the tool and manage the defect submission and re-testing process. This can either happen during the week of Core Team training or separately via a remote conference call.

enQuesta Analytics Training

10.1.4 S&S will provide 1-2 days of remote training on the new version of Cognos, now referred to as enQuesta analytics.

Test Script Creation / Modification

10.1.5 The Client is responsible for creating and modifying the test scripts in the SpiraTest Web-based testing tool that will be used for all testing phases in the Upgrade Project.

10.1.6 SpiraTest

10.1.6.1 SpiraTest will be utilized as a Web-based quality assurance and test management

solution throughout all phases of testing. SpiraTest will be initially configured by S&S and standard test scripts will be preloaded. Delivery of this platform will occur prior to the SpiraTest Training and Functional Test Workshop.

10.1.6.2 Test script management

- Test scripts will be stored in a hierarchical folder structure making navigation easy and intuitive. Each individual test script will consist of a set of steps that represent individual actions the user must perform to complete the test.
- The Client will add or modify test scripts in this folder structure.

10.1.6.3 Defect Tracking

- Incidents can be categorized into bugs, enhancements, training items, configuration issues, conversion issues, and limitations (out of scope). Each type has its own specific workflow and business rules. Incidents can be traced back to the test case and underlying functional requirement allowing for easy reporting on the “in-process” quality of enQuesta during each testing phase.

10.1.6.4 Test Execution & Release Management

- SpiraTest has the ability to group together various test cases using a test execution wizard. At each step the user will mark pass/fail and has the ability to record a bug/defect. In addition, each test run and any incidents that are created will be associated with the current release of enQuesta.
- Failed test scripts can be re-tested once a fix is delivered to the test environment.

10.1.6.5 Reporting

- A customized reporting dashboard will be available to team leaders and will include the ability to create fully customized queries and reports. Reports can include things such as the number of test runs completed, failed vs. passed vs. not yet run, etc.

10.1.6.6 Assumptions

- The Upgrade SpiraTest instances (Sandbox and PROD) will be deleted one year after Go-Live.

Functional/Integration Testing

10.1.7 The Client is responsible for executing Functional and Integration Testing using the standard and newly created test scripts in SpiraTest.

10.1.7.1 Functional testing entails testing individual enQuesta workflows, Client-specific modifications, and interfaces on their own to ensure accurate functionality and results. Functional testing focuses on ensuring that each process functions on its own, independent of the dependencies and the context of other processes that may be run before, after, or concurrently.

10.1.7.2 Integration testing is more focused on running enQuesta processes in the context and sequencing of the Client’s daily, weekly, monthly, etc., work schedule.

10.1.7.3 The SpiraTest test scripts will contain scripts for both Functional and Integration testing for the Client to execute in the same, single test phase.

10.1.8 Client Responsibilities

10.1.8.1 The Client is responsible for creating a detailed Functional/Integration test schedule to take place in the time allotted for Functional/Integration testing in the Project Plan. This schedule should include a day-by-day or week-by-week schedule that matches resources with the test scripts that they will execute on a day-by-day or week-by-week basis.

10.1.8.2 The Client is responsible for all Functional and Integration testing using their test scripts and list of processes to test as a guide.

10.1.8.3 The Client will report issues in a timely manner and in writing to S&S.

10.1.9 S&S Responsibilities

10.1.9.1 S&S will conduct limited functional testing based on business critical enQuesta processes to ensure sufficient functionality before the Client executes functional testing.

10.1.9.2 As testing issues are identified in SpiraTest, S&S will report issues internally in a timely manner to begin the fix process. S&S will log and track all testing issues and deploy fixes on a regular and/or as needed basis.

10.1.9.3 S&S will hold weekly testing status calls to assess progress and address any issues inhibiting testing progress.

10.1.10 Testing Progress Inhibitors

10.1.10.1 Not completing testing in the timeframes allotted in the Project Plan can be one of the primary reasons for project (Go-live) delays in an upgrade project. If testing in any of the testing phases exceeds the time allotted in the Project Plan, and it is not a result of enQuesta v6 issues or bugs or other S&S caused factors, S&S will make every effort to accommodate the delay to not affect the Go-live date. If Client caused testing delays do result in project or Go-live date delays, note that this can result in change orders to account for the additional effort for supporting the upgrade project beyond the timeframes allotted.

End User Training

10.1.11 S&S is responsible for providing end user training to all participants identified in the user training matrix.

10.1.12 The purpose of the enQuesta End User training program is to ensure that participants are confident using enQuesta v6 to conduct their daily job functions prior to Go-Live. End user training does not include introductory or basic training to users unfamiliar with the processes of enQuesta. End user training typically takes place between Simulation and Go-live but can be scheduled based on the Client's input as well.

10.1.13 The Client is responsible for providing a Project Team member to support each end user training class. This team member should have knowledge of the Client's business processes in enQuesta.

11. Activate

Activate Phase Overview

Activate

- Successful practice Go-live (Simulation)
- Live operation achieved (Go-live)
- Post Go-live support provide before transition to Support

Activities

- Simulation Plan created (includes Mock Go-live conversion and User Acceptance Testing - UAT)
- Simulation executed
- Go-live plan created
- Go-Live conversion Executed
- Go-Live
- Post Go-Live Support
- Transtion to Support

Activate Phase Deliverables & Key Milestones

Phase Deliverable & Key Milestones	Deliverable Type	Delivery Ownership			Acceptance Ownership	
		S&S	Client		S&S	Client
Simulation Plan	Excel	X	X		X	X
Mock Go-live Conversion	Action	X				X
UAT	Action	X	X			X
Go-live Plan	Excel	X	X		X	X
Go-Live	Action	X	X		X	X
Post Go-live Support	Action	X				X
Transition to Support	Action	X	X		X	X

Simulation

11.1.1 After the successful completion of the first testing phase, the Client will initiate a Simulation to take place several weeks prior to the actual Go-Live weekend. This simulation will provide a 'dry-run' of the Go-Live activities and include a Mock Go-live conversion and UAT executed immediately after for 1-2 weeks. The Client is responsible for testing all business critical enQuesta processes, including modifications and interfaces, during UAT. S&S will aid in the Project Management, providing onsite support for the Simulation and responding to and resolving issues.

11.1.2 The Simulation will be a practice for Go-Live, and as such will begin with a conversion taking place the week prior with enQuesta workflow processes and balancing to commence the following Monday.

Goals of Simulation include:

- Executing and balancing a successful conversion
- Client input of open work orders, cash and any items that have been identified as post conversion activities that need to be completed before actual Go-Live could occur.
- Timing of above activities to ensure they can be executed before day one of Go-Live. The results of these timings will be used to update and finalize the Go-Live plan.
- Doing a bill parallel on at least one billing run/set of cycles
- Executing all the Client's daily and weekly workflows (e.g., entering cash, credit and collections, work orders, new site creation, etc.)
- Reconciliation activities - Balancing Cash, AR, and Deposits
- Executing all relevant interfaces
- End user practice of daily work

11.1.3 Client Responsibilities

11.1.3.1 Client will assist with and sign-off on a Simulation Plan.

11.1.3.2 Client will make available resources in conversion and business functional areas during the Simulation period (including weekends if necessary) to support Simulation activities.

11.1.3.3 Client will execute daily business processes and workflows as per Simulation & Go-Live Plan.

11.1.4 S&S Responsibilities

11.1.4.1 S&S will create Simulation & Go-Live Plan with Client assistance.

11.1.4.2 S&S will execute conversion activities over the Simulation period.

11.1.4.3 S&S will support Simulation activities onsite for one week for simulation.

Go-live Conversion

11.1.5 The primary differences between the Go-live conversion and previous ones performed are:

11.1.5.1 The Go-Live conversion will be executed over a weekend and timed in accordance with other Go-Live activities to ensure the conversion can be executed and balanced in a timely and accurate fashion to be ready for day one of Go-Live.

11.1.5.2 Go-Live conversions will be signed-off with a go or no-go decision to proceed with the subsequent Go-Live end user activities.

11.1.6 Client Responsibilities:

11.1.6.1 The Client will provide resources and relevant reports for balancing items and will work with S&S resources to balance conversion potentially outside normal business hours.

11.1.6.2 The Client will sign off on the Go-Live conversion acceptance plan before proceeding with the subsequent Go-Live end user activities.

11.1.7 S&S Responsibilities

11.1.7.1 S&S will execute and balance the conversion during the Go-Live weekend potentially outside normal business hours.

S&S will provide the Client with a Go-Live conversion acceptance plan for sign off purposes. These will need to be signed off by the Client before proceeding with the subsequent Go-Live end user activities.

Go-Live

11.1.8 Definition

11.1.8.1 "Go-Live" indicates the date on which the enQuesta v6 CIS Solution is operating in a production environment at the Client's primary place of business. Business operations and daily processing are being performed by the enQuesta v6 CIS Solution, and it is the primary system of record for the Client. The S&S PM will lead the Go-Live activities and is responsible for developing the Go-Live Plan which details the activities and sequence of events to take place leading up to the Go-Live.

11.1.9 Client Responsibilities

11.1.9.1 Facilities

The Client shall setup adequate facilities to be used as the central base of operations throughout the Go-Live period. The facility must have the basic infrastructure to adequately support the Go-Live activities including power sources, network access, internet access, phone, printer, and desk space to accommodate the Project Team. The S&S Project Team will use the facility as its core staging area for issue resolution and triage, as well as deploying Subject Matter Experts to the field for support.

11.1.9.2 Billing, AR, and Deposit Balancing

11.1.9.2.1 It will be necessary for the Client to provide the necessary billing reports to balance billing in the legacy system to enQuesta.

11.1.9.2.2 The Client shall verify trial balances for accuracy and grant final authorization to proceed. This will conclude the Go-Live preparations.

11.1.9.3 First Week Post Go-Live

11.1.9.3.1 After execution of the Go-Live Plan and the official Go-Live, the Client will assume primary responsibility of the CIS Solution and its day-to-day management and support. The Client will be responsible for primary support of business processes and end users.

11.1.9.3.2 During the first week of Go-Live, a daily wrap-up meeting will be held. This meeting will be facilitated by the S&S PM and the primary goal is to review the activities of the day and report any issues. This meeting is to be attended by the S&S and Client Project Teams. Each individual shall report on the events of the day, any problem areas, and goals for the next day. This meeting will serve as an important vehicle for sharing information across the Project Team, especially when remote locations are a factor.

11.1.10 S&S Responsibilities

11.1.10.1 Onsite Team

11.1.10.1.1 The S&S Project Team, including the PM and Business Lead, will be onsite beginning the weekend before Go-Live. The primary responsibility of the Project Team at this point is to ensure a smooth beginning of the cutover activities. Additional members of the Project Team may be deployed throughout the weekend to conduct onsite testing, data validation, and the final billing parallel.

11.1.10.1.2 Additional on-site support after the first week can be added with the on-site labor rates as a change order.

11.1.10.2 Billing Balancing

11.1.10.2.1 S&S will perform the final billing, AR, and deposit parallel.

11.1.10.3 First Week Post Go-Live

11.1.10.3.1 The S&S Project Team will remain onsite during the first week of Go-Live to assist in any issue resolution, as well as to provide mentorship, guidance, and support.

11.1.10.3.2 During the first week of Go-Live, a daily wrap-up meeting will be held. This meeting will be facilitated by the S&S PM and the primary goal is to review the activities of the day and report any issues. This meeting is to be attended by the S&S and Client Project Teams. Each individual shall report on the events of the day, any problem areas, and goals for the next day. This meeting will serve as an important vehicle for sharing information across the Project Team, especially when remote locations are a factor.

11.1.10.3.3 The S&S Business Lead will be responsible for tracking issues throughout the Go-Live week. These issues will be reviewed in the daily wrap-up meetings.

11.1.10.4 Post Go-Live

11.1.10.4.1 Upon conclusion of the Go-Live and the first week of production, S&S will provide a combination of remote and onsite support services. After the first week of on-site support, remote support will continue for the initial 30 days of production use. Regular status meetings between S&S and the Client will be held to review outstanding issues. The Client will have the option for a second week of on-site support after Go-Live.

12. Payment Milestones

DELIVERABLE	PS	License	Total
Contract Signing	$78,356.25	$18,625.00	$96,981.25
Completion of Onsite Kick off Meeting & Initial Project Plan	$117,534.38	$-	$117,534.38
S&S Initial testing complete and testing is turned over to the Client	$143,653.13	$37,250.00	$180,903.13
Simulation	$78,356.25	$-	$78,356.25
Go-Live	$52,237.50	$9,312.50	$61,550.00
Go-Live + 30 Days	$52,237.50	$9,312.50	$61,550.00
Total	**$522,375.00**	**$74,500.00**	**$ 596,875.00**
Travel (estimated 20 trips $3,000/trip)	$60,000		

DELIVERABLE	Deliverable Description
Contract Signing	Signed contract is sent to and received by S&S.
Completion of Onsite Kick off Meeting & Initial Project Plan	Redlands and S&S's Project Manager and Core Project Teams will complete a project kick off meeting as defined in section 21.1.1 of the SOW. S&S will deliver a project schedule (via a link to an online version in Clarizen) based on discussions during the kickoff meeting
S&S Initial testing complete and testing is turned over to the Client	S&S will complete testing the converted data, new configuration and new functionality that Redlands has chosen to use from the new features available in v6.
Simulation	The Mock Go-Live conversion tasks and User Acceptance Testing (UAT) comprise Simulation. S&S will complete their assigned Mock Go-Live conversion tasks (as described in the 'Go Live Checklist') and provide support to Redlands during the UAT phase of the project.
Go-Live	S&S will complete their assigned tasks in the Go Live Checklist and Redlands transitions live production processing to v6 enQuesta.
Go-Live + 30 Days	The S&S Project Team will complete a "transition to support" meeting with Redlands and the S&S Customer Success Manager to ensure the support team has a complete understanding of any new features implemented during the upgrade project.

NOTES:

- Annual Maintenance for enQuesta remains in effect as per the 2024 S&S Support Agreement.
- New Annual Maintenance for enQuesta ($7,250) will be billed at a prorated amount, from go live date through your annual support renewal date of January 1st. Invoicing will occur upon completion of events as described above.
- New Annual Maintenance for Hosting Servies ($65,000) will be billed at a prorated amount from delivery of the following milestone. S&S Initial testing complete and testing is turned over to the Client through your annual support renewal date of January 1st. Invoicing will occur upon completion of events as described above.
- All amounts are due within 30 days of invoice.
- Travel will be billed as incurred at the end of each month. The travel budget is an estimated amount per trip. Travel will not be booked until mutually agreed upon by S&S and Client PMs.
- Additional services (Contingency Hours) outside the scope of this project will be billed via change control as requested and approved by the Client at the current rates charged by S&S as outlined in the Change Control section 2.1.5.
- Quotation is valid for 60 days.

Client:

By: _____

Title: _____

Date: _____

Systems and Software:

By: _____

Title: _____

Date: _____

Capricorn Customer Portal Statement of Work

This SOW between S&S and the City of Redlands describes the services to be provided for the implementation of Capricorn Customer Portal for Utilities and Smart Forms for Utilities ("Project") at the City of Redlands ("Redlands").

1. Executive Summary

Redlands has engaged S&S to implement the Capricorn Customer Portal with the enQuesta v6 project and the Smart Forms for Utilities products. Included are a high-level description of project scope, with S&S/Redlands roles and responsibilities, detailed action items and assignment of tasks, and a high-level project schedule.

2. Scope

The scope of the Project is to provide Redlands with:

- **Customer Portal Discovery Sessions.** S&S will work with Redlands to determine functionality and integration requirements and capabilities, and design approaches to deliver the My Account portal.

- **Install and configure Customer Portal for Utilities software**, specific to Redlands requirements with rich web presentment of "My Account" information to residential and commercial Water customers of Redlands, including graphical display features, historical reporting, and customer comparison analytics. The presentation experience should accommodate most common browsers and computer devices (desktop, notebook, tablet, smart phone).

- **Customer Portal CIS Integration:** Provide real-time data integration with S&S enQuesta V6.0 CIS utilized by Redlands using SOAP/WSDL web service APIs. CIS integration will provide usage, billing and payment history and customer analytics. The User Interface will accommodate most common browsers and mobile devices.

- **E-Bill Integration:** Configuration of e-bill presentment, including bill history, and paperless opt in/out via SSO integration with PCI compliant payment portal provider Invoice Cloud. Bills will be presented in PDF format. The User Interface will accommodate most common browsers and mobile devices.

- **Payment Integration:** Online Payment processing via SSO integration with PCI compliant payment portal provider Invoice Cloud. (Existing integration, no upgrade)

- **Customer Portal CSR Support:** Interface for Redlands Customer Service Representatives (CSRs) to assist customers during the online experience. CSRs will have various administrative options to assist customers reset passwords, secret question management and other profile management tasks.

- **Customer Portal Site Account Management:** An Account Management system that provides customer profile management, including customer self-registration, contact and access management, and single login for multiple accounts.

- **Customer Portal Site Administration:** Administration facility for the Redlands staff to easily customize and manage utility customer portal corporate branding, messaging, and content.

- **Customer Portal CSR Training:** Provide training for Redlands Customer Service Representatives (CSRs) on the CSR facility to assist customers during the online experience.

- **Customer Portal Administrator Training:** Provide training for Redlands staff on site administration, to easily customize and manage corporate branding, messaging, and content.

- **Smart Forms Discovery Sessions**. S&S will work with the Redlands team to produce a high-level design of the online forms, integration requirements and capabilities. S&S will identify all specific requirements to design and deliver form functionality.

- **Install and configure Smart Forms for Utilities software**, specific to Redlands requirements with rich web presentment of customer web forms to residential and commercial water customers of Redlands. The presentation experience will accommodate most common browsers and computer devices (desktop, notebook, tablet, smart phone).

- **Smart Forms CIS Integration:** Provide real-time data integration with S&S enQuesta V6.0 CIS utilized by Redlands using SOAP/WSDL web service APIs. The User Interface will accommodate most common browsers and mobile devices.

- **Smart Forms CSR Training:** Provide training for Redlands CSRs on the Smart Forms CSR facility to manage customer web form submissions.

The following table outlines the project scope and deliverables:

Item & Requirements	Deliverable
<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: o Username o Password o Security Question/Answer o Paperless billing opt-in o Email consent opt-in o First name/Last name o Email o Telephone o Mobile o Account Number o Mailing Address Zip o Google reCAPTCHA v2 o Accept Terms & Conditions Email addresses will be allowed on multiple profiles. o This affects Guest Access invites. o If the email used on the invitation is not unique in the Portal, then that Guest cannot be invited. Accounts will be allowed on multiple login profiles.

	Verification email template. Online account welcome email template.
<u>Reset Password:</u> Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
<u>Forgot Username:</u> Ability for customers to request a forgotten username.	Online form for customers to enter account number and Mailing Address Zip Email template with username reminder.
<u>Login:</u> Login page for customers to access the portal.	Premium login tabs and processing <u>Premium Access</u>: o Online form for customers to enter username and password for site access. User authentication will be carried out against the Portal user registry with SSO into the INVOICE CLOUD portal Links to: o registration, o reset password, o forgot access code, o contact us, Quick/One-time Pay option that will link to INVOICE CLOUD one-time payment page. Messaging for site features and various corporate programs.
<u>Customer Dashboard:</u> Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. **Selected account** ribbon showing: o Account number, o Service address, o Customer name, o Account balances, o Payment plan, o Nickname o Installment payment details

	Navigation tabs providing access to various site features based on the customer type. **Current Bill** section showing: o Current balance, o View current bill button, o Pay bill button, o Pre-authorized payment messaging if applicable, o Request payment extension (Promise-to-Pay) button if applicable o Bill Detail Charges table: • Service • Current Charges • Past Due • Penalty • Balance **My Recent Usage** section showing: o Usage on current bill o Usage on previous bill o Amount of usage more or less than previous bill o Reasons why usage is higher or lower (number of billing days and/or average temperature) o Link to view more history **My Recent Account Activity** section showing a table of the 5 most recent transactions for the account. Columns can include: o Transaction date o Description o Amount o Balance o Link to view all transaction history
<u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with INVOICE CLOUD payment portal. Notifications to customers for new bills, payment reminders	Show a listing of bills available online for the current account. **My Electronic Bills** section listing details can include: o View bill button o Bill Date o Bill Amount o Due Date **Pay Bill** section showing: o Current Balance

and late payments also managed by INVOICE CLOUD.	○ Pre-authorized payment enrollment messaging if applicable ○ Pay My Bill button that links to INVOICE CLOUD. ○ Auto Pay button that links to INVOICE CLOUD. ○ Paperless Bills button that links to INVOICE CLOUD.
Payment Activity: Show account payment history showing activity with the ability to download details in spreadsheet format.	Show a listing of payments for the current account. **Your Payment Details** section can include: ○ Payment date ○ Description ○ Amount ○ Balance ○ Download to spreadsheet button will generate a CSV file for customers to download.
Compare Last Bill: Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	**Compare Last Bill** section showing: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount or Value inquiries where Amount presents the usage in dollar amounts and Value presents usage in Service values. ○ Dropdown select list of billing periods available for inquiry. ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
Compare Usage to Last Year: Show customers their usage this year and how it compared to last year along with temperature overlays	**Compare Usage to Last Year** section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where value presents usage in Service values. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity, and precipitation.
Service Requests: Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of service requests for the current account. **Your Service Request Summary** section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.

Profile – My Profile: Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	**My Account Profile** section can include: o Username o First & Last Name o Security question and answer o Email o Telephone & Extension o Mobile o E-Billing (paperless) opt-in/out o Email consent opt-in/out o Password with password indicator User profiles cannot be changed by customers or CSRs. **Account Access List** section includes: o Add account – Account Number and Zip Code o Favourite account selector/indicator o Account Number o Nickname o Service Address **My Subscriptions** section can include: o Subscription button to sign-up, change or unsubscribe to the report o Report name o Subscription settings o Last Sent – date and time o NOTE: Subscriptions are dependent on a water usage nightly extract file implementation
Profile – Guest Access: Provide a facility for customers to invite and manage guest users for online access to their accounts.	**Invite someone for Guest Access** section includes: o Account number dropdown list o Guest Email o Access Settings **You have granted Guest Access** section includes: o Account Number o Guest Email o Guest Status o Access Details **You have been invited as a Guest** section includes: o Account Number o Name o Access Details
Customer-Facing Smart Forms Provide customers the ability to submit specific service requests.	**Customer-Facing Smart Forms** to be delivered**:** o **Standard Transfer of Service** o **Standard Disconnect of Service**

	○ **Standard Update Mailing Address** ○ **Standard Questions and Comments** ○ **Standard ACH Enrollment**

3. Deliverables

Proposed Solution Architecture

Below we have provided a diagram that demonstrates how our software delivers the functionality required by REDLANDS. Capricorn Customer Portal for Utilities Solution Diagram*

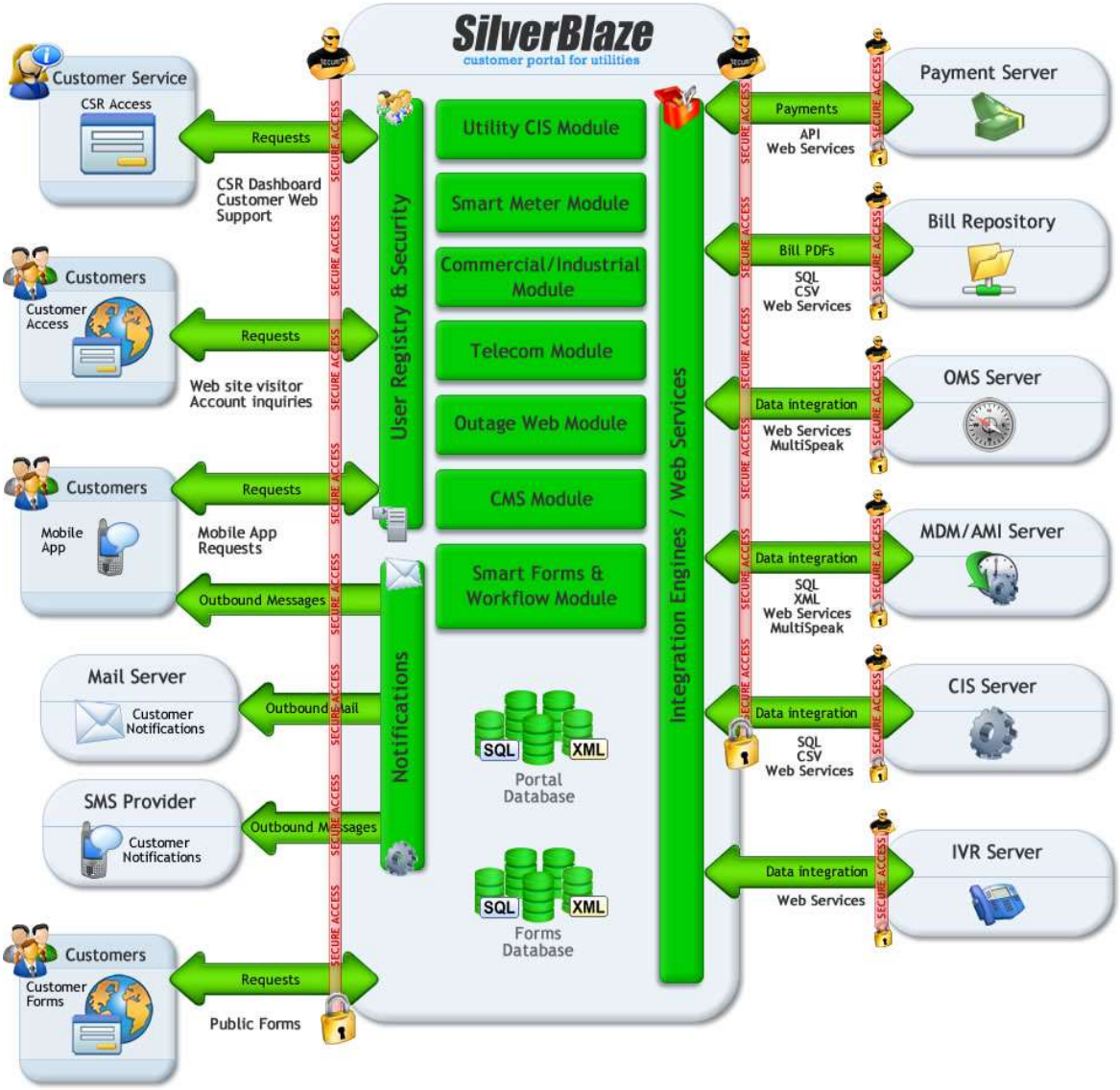


*Diagram includes optional add-on modules that may be outside of project scope

4.1 Setup Server & Install Software

	Description	Comments	Responsible
	Install hardware	REDLANDS to setup a server connected to the Internet.	S&S

		REDLANDS will provide remote access to this server to the S&S team for the duration of the project where S&S can install and configure the solution as required.	
	Install/Configure App Server	S&S to install and configure the Application Server.	S&S
	Install & Configure Web Server	S&S to install and configure the HTTP Server software.	S&S
	Install & Configure Web Server Plugin	S&S to install and configure the Web Server plugin software.	S&S
	Install & Configure Database	S&S to install and configure Database software and load the Customer Portal database.	S&S
	Customer Portal Deployment Package Preparation	S&S to setup configurations settings specific to customer portal requirements. Create customer theme and HTML content.	S&S
	Smart Forms Deployment Package Preparation	S&S to setup configurations settings specific to smart forms requirements. Apply customer theme and HTML content.	S&S
	Customer Portal Folders	S&S to setup transfer folders and scheduled jobs for nightly data import/export of data if required.	S&S
	Email Server Availability	S&S to provide access to an email server so that Capricorn Customer Portal can send email notifications to customers in the public domain. Needs to relay messages as required.	S&S

4.2 Configure Customer Portal for REDLANDS requirements

	Description	Comments	Responsible
Customer Account Portal			
	Determine Registration page criteria	REDLANDS to determine what information will be required by customers to register new web accounts.	REDLANDS / S&S
	Customer service/support emails and notification lists	REDLANDS to provide a list of customer service or support emails that will get notified for site issues.	REDLANDS / S&S
	Customize content for portal pages	REDLANDS to review content text and provide updates to S&S team to apply to the site.	REDLANDS / S&S

	Account Master (ACCMST) Integration	Integration points for customer account and service details using S&S enQuesta Web Service APIs.	S&S
	Payment History (PAYHIST) Integration	Integration points for customer transaction history (debit & credit) details using S&S enQuesta Web Service APIs.	S&S
	Payment Extension / Promise-to-Pay (P2P) integration	Integration points for customer extension details using S&S enQuesta Web Service APIs.	S&S
	Water Consumption (WATCONSUM) Integration	Integration points for customer Water consumption details using S&S enQuesta Web Service APIs.	S&S
	WATCONSUM Data Extract	S&S to populate Water consumption information (Subscription Reporting) based on documentation provided by S&S. S&S to configure and test CIS data extracts.	S&S
	Portal User Profile (USRMST) Integration	Capricorn integration points for portal user profile updates using S&S enQuesta Web Service APIs. Capricorn integration points for paperless bill and EBPP settings using S&S enQuesta Web Service APIs.	S&S
	E-Bill History (BILLMST) Integration	Capricorn integration points for customer bill history details using S&S enQuesta Web Service APIs.	S&S
	E-Bill Image Presentment	Capricorn integration points for customer bill PDF web presentment using S&S enQuesta Web Service APIs.	S&S
	E-Bill Notification	Managed by S&S	S&SINVOICE CLOUD
	Online Payment Integration	S&S to provide integration points for customer payment processing using payment portal (INVOICE CLOUD) Web Service APIs.	S&S
	Define site hostname	REDLANDS to register required domain names for customer portal.	REDLANDS
	SSL Certificate for site	S&S to provide SSL certificate request for secure site access. REDLANDS responsible for purchasing SSL certificate from certification authority (i.e. Verisign). S&S to install purchased certificate to web server.	REDLANDS / S&S

	Email Template customization	REDLANDS to provide specific layout of email notification templates.	REDLANDS / S&S
	Verify email working	S&S to test email flow and verify receipt.	S&S
	Setup Test Server	S&S to setup a test server environment for ongoing support and upgrade testing.	S&S
	User Acceptance Testing & Support	REDLANDS to provide appropriate resources to test the project and ensure functional requirements has been met. S&S to provide resources to apply changes as required based on test results.	REDLANDS / S&S
	Go-Live Support	REDLANDS to set the host name and firewall to point to the Capricorn server. REDLANDS to test the live site as required. S&S to support testing as required.	REDLANDS / S&S

4.3 Configure Smart Forms for REDLANDS requirements

	Description	Comments	Responsible
Forms & Integration			
	Determine Specific Field Validation Rules	REDLANDS to determine specific validations for mandatory field and account field masks. S&S to configure.	REDLANDS / S&S
	Form Wording	REDLANDS to provide wording for terms and conditions. REDLANDS to provide any field label changes. S&S to implement.	REDLANDS / S&S
	Field Selection	REDLANDS to review form field selections and provide any required changes. S&S to configure.	REDLANDS / S&S
	Site Images and Form Headers	REDLANDS to provide form images and header requirements. S&S to implement.	REDLANDS / S&S

	Confirmation Email Wording	REDLANDS to provide wording and details for the confirmation email. S&S to implement.	REDLANDS / S&S
	Web Service Availability	S&S and REDLANDS to ensure the appropriate web services are installed and available for testing. Integration points for customer account and service details using S&S enQuesta Web Service APIs for all applicable forms among: **Customer-Facing Smart Forms** to be delivered**:** ○ **Standard Disconnect of Service** ○ **Standard Update Mailing Address** ○ **Standard Questions and Comments** ○ **Standard Transfer of Service** ○ **Standard ACH Enrollment**	REDLANDS / S&S
Host Configuration			
	Define site hostname	REDLANDS to register required domain names for customer portal.	REDLANDS
	SSL Certificate for site	S&S to provide SSL certificate request for secure site access. REDLANDS responsible for purchasing SSL certificate from certification authority (i.e. Verisign). S&S S&S to install purchased certificate to web server.	REDLANDS / S&S
	Verify email working	S&S to test email flow and verify receipt.	S&S
Testing			
	User Acceptance Testing Support	REDLANDS to provide appropriate resources to test the project and ensure functional requirements has been met. S&S to provide resources to apply changes as required based on test results.	REDLANDS / S&S
	Go-Live Support	REDLANDS to set the host name and firewall to point to the Capricorn server.	REDLANDS / S&S

		REDLANDS to test the live site as required. S&S to support testing as required.	

4.4 Project Management

Project management resources will be assigned by Redlands, S&S to perform tasks including:

- ❑ Project planning.
- ❑ Administration and project tracking.
- ❑ Attendance of regularly scheduled status meetings throughout the project – frequency to be determined based on REDLANDS availability.
- ❑ Interfacing with REDLANDS team members for requirements, planning, testing, etc.

4.5 Training provided has several elements as follows:

Server Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How the Application Server is configured.
- ❑ How to start and stop the services.
- ❑ How to find the logs and troubleshoot.

Customer Portal Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation, language labels, and other administrative aspects of the software.
- ❑ Location of various resources and assets on the file system.
- ❑ Troubleshooting.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the site.
- ❑ Usually provided in two 1-hour group training sessions.

Smart Forms Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation, and other administrative aspects of the software.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the CSR Dashboard.
- ❑ Usually provided in two 1-hour group training sessions.

5. Pricing

All pricing is included in the enQuesta v6 Statement of Work.



SYSTEMS & SOFTWARE 2024 SUPPORT GUIDELINES

Where Innovation Meets Excellence

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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

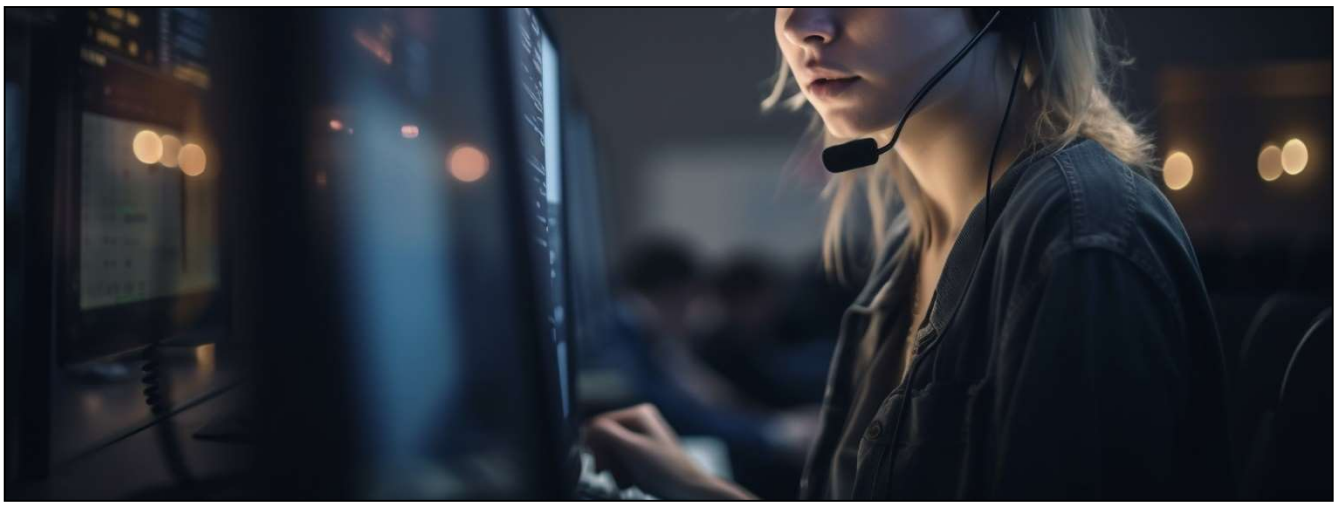
OUR MODEL

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.



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 celebrated our 50-year anniversary in 2023! We have recruited, hired, and trained some of the brightest minds in the industry, some who 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



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	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**

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)**	**24 HRS**
MEDIUM PRIORITY	**The issue has workaround that can be used until the issue is resolved** ➢ A particular work order cannot be updated ➢ Document Designer template changes ➢ Work Queues	**8 HRS**
HIGH PRIORITY	**A business critical issue, but not preventing all users from getting their work done.** ➢ Discrepancy in the collection run sheet ➢ Processing credit refunds ➢ Hand Held Upload/Download ➢ Deposits ➢ System errors that have workarounds ➢ Calculate errors impacting a small # of records	**2 HRS**
SHOW STOPPER	**A reported issue is considered a Showstopper when the utility cannot continue with their daily processes until the issue is resolved. Examples may include;** ➢ Daily Process has been halted by a critical error ➢ 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	**15 MINS**

INCLUDED IN ANNUAL MAINTENANCE & SUPPORT

The following services are included in the 2024 Annual Maintenance & Support Contract:

- Guaranteed support for the current versions of our applications
- 24x7 Access to the Customer Support Portal for logging issues
- 24x7 Emergency support coverage
- My eSpace for Utilities, accessible on the Customer Support Portal, includes release notes, functional 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 System Monitoring
- Automated train refreshes
- Regular releases for v6 only
- Quarterly Customer Newsletters
- Periodic user & product advisory groups, as well as HCTC



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

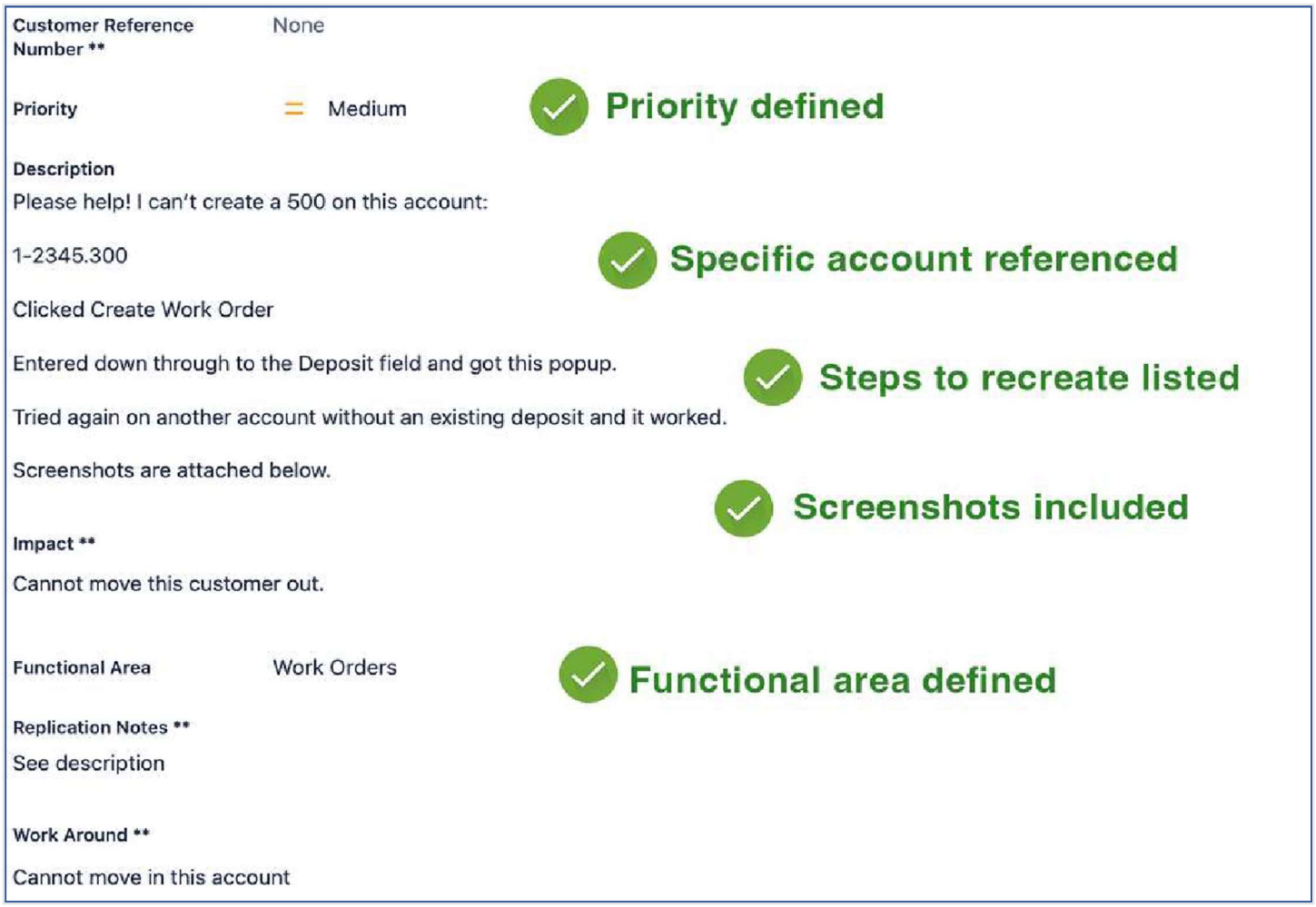
The 2024 hourly rate for this work is $275/Hour. This rate is deemed effective January 1st, 2024, through to and including December 31st, 2024, unless otherwise indicated and is subject to change.

HELP S&S HELP YOU

You can submit tickets through our Customer Support Portal at:

https://ssivt.atlassian.net/servicedesk/customer/portals

Here is what you need to include when you submit a ticket:



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
- Account info
- Scope of impact
- Is this impacting one, more than one, or all users?
- How many accounts are involved?
- Is there a workaround?

Process:

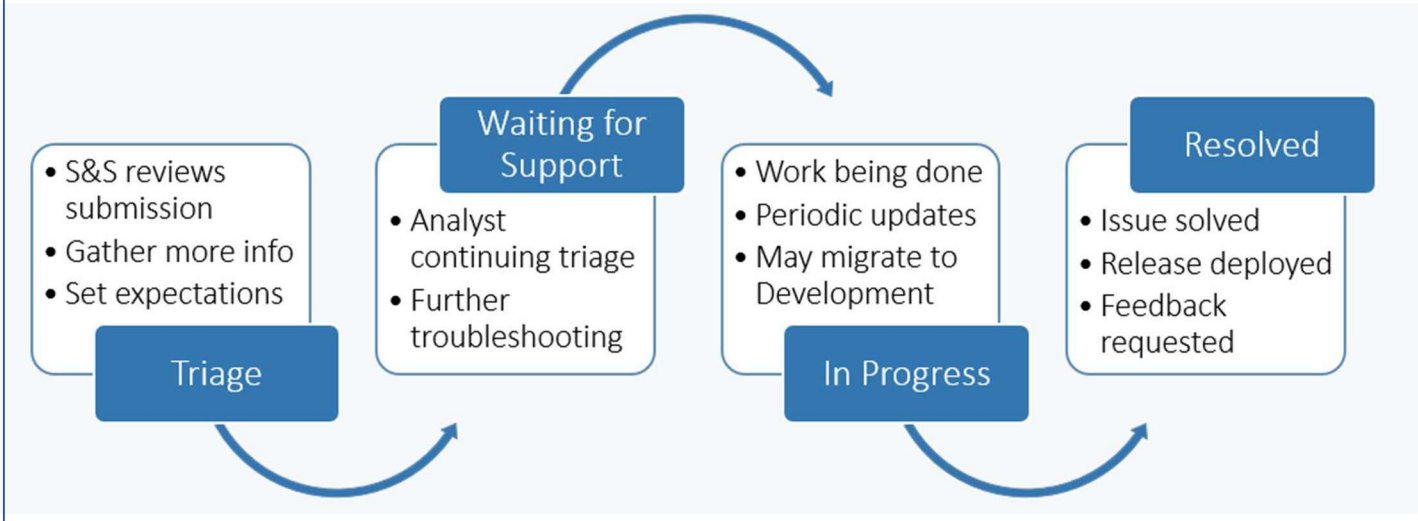
- What was the user doing when this happened?
- Menu name or fast path
- Criteria entered on screen (a screenshot is awesome here too!)

If something is PC related, we may also ask you the following questions:

- *Edge version*
- Is the user using the desktop icon?
- When is the last time the impacted user restarted enQuesta?
- When is the last time the impacted user rebooted their PC?
- Is the PC provisioned by Group Policies or the Edge script?
- *Windows Version*
- Does it work on another PC?

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 Success Manager will work with you to gather the 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.

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.

2024 S&S HOLIDAY CALENDAR

S&S offices will be closed during the dates listed below.

Date	Holiday
January 1	New Year's Day
May 27	Memorial Day
July 4th	Independence Day
September 2	Labor Day
November 28 & 29	Thanksgiving
December 24 & 25	Christmas

After-Hours pager support for showstoppers will be available, if required.

HARDWARE REQUIREMENTS

Workstation	Minimum Requirements	Recommended System
Operating System	Windows 10	Windows 10
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.

GUIDELINES FOR HOSTED CUSTOMERS

- S&S will from time to time modify the configuration of the hosted infrastructure to meet our SLA for hosted services. This includes modification of the underlying server resources to meet performance objectives and capacity demands. This may include resource increases in the event of overutilization of resources or the decrease in resources in the event of underutilization of resources.

- S&S will occasionally introduce additional management tools to the hosted infrastructure to maintain manageability, monitoring, and security of the infrastructure to meet our SLA 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.

SECURITY AND DISASTER RECOVERY

Disaster Recovery

- When the client has purchased Dataguard services, Dataguard will be used to sync a live copy of the production database server from the client's primary data center region to a geographically dispersed secondary datacenter region.
- All storage volumes from each server are backed up from the client's primary data center region to a geographically dispersed secondary datacenter region for offsite storage. In the event of disaster in the primary data center, your production environments can be recreated alongside the synced copy of the database server in the secondary region when Dataguard 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).



Working together with you for a better tomorrow.

May 24, 2024

City of Redlands

35 Cajon St, Suite 15-A
Redlands, CA, 92373
Attn: Amiee Hoover

Re: enQuesta v6 Five (5) Yr. Maintenance Quote

Dear Aimee,

Systems & Software (S&S) is pleased to present this quotation for a 5-year Support Maintenance Agreement for enQuesta v6 to the City of Redlands.

S&S Terms and Conditions:

- Third-party licenses related to enQuesta: Systems and Software reserves the right to bill an additional fee should our end vendors include an annual escalator that exceeds 10%. We do not have exact pricing for the future agreement years but have included a best estimate in the terms provided in this agreement.
- Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
- Please provide an authorized signature indicating your acceptance of this quote.

The Five (5) year maintenance pricing provides the following:

- 2025 – 3% increase on enQ Support, 0% Increase on Hosting
- 2026 – 3% increase on enQ Support, 0% Increase on Hosting
- 2027 – 3% increase on enQ Support, 0% Increase on Hosting
- 2028 - 0% increase on enQ Support & Hosting
- 2029 - 0% increase on enQ Support & Hosting

Please note that while we're offering a 0% increase on the base enQ Support or Hosting, we have included a 3% increase on third party license cost. As noted above in the Terms & Conditions that the third-party license cost may increase. This includes 3% increase to 90 Back Up extension

	YR-1	YR-2	YR-3	YR-4	YR-5	
5-YR PRICING WITH CONTRACT	**1/1/2025 to 12/31/2025**	**1/1/2026 to 12/31/2026**	**1/1/2027 to 12/31/2027**	**1/1/2028 to 12/31/2028**	**1/1/2029 to 12/31/2029**	**5 YR TOTAL**
existing - v5	$209,032.88	$215,303.35	$221,762.45	$222,456.54	$223,171.45	$1,091,726.17
Additional – v6, Capricorn, Cloud Hosting incl 90 day back ups	$80,847.58	$81,323.01	$81,812.70	$82,079.41	$82,354.12	$408,416.82
TOTAL	**$289,879.96**	**$296,626.36**	**$303,575.15**	**$304,535.95**	**$305,525.57**	**$1,500,142.99**
$ SAVINGS WITH 5-YR CONTRACT	$5,797.60	$5,932.53	$6,071.50	$15,226.80	$15,276.28	$48,304.71

The quotation above is subject to an amended support and maintenance agreement being finalized in conjunction with the v6 Upgrade Contracts. Multi-Year agreement to be effective 1/1/2025 through 12/31/2029.

We appreciate the opportunity to be of continued service and values your business.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below:

Customer/Organization: City of Redlands

Date: _____ _____

City of Redlands

Date: _____ Kiley Fletcher _____

Kiley Fletcher, Sr Account Executive

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.

Insurance Requirements for Agreements Involving Information Technology

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

   (Not required if consultant provides written verification it has no employees)
4. **Cyber Liability** Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

   - **Technology Professional Liability Errors & Omissions**

     Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Please note, if there is an insured vs. insured exclusion on the vendor's policy, carefully review with the vendor and their insurance carrier on whether being added as an additional insured onto the vendor's policy removes your organization's ability to file suit against the vendor and draw upon the policy should final adjudication in a lawsuit state that the vendor shall pay damages to your organization.

Primary Coverage

For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory.** Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.

Umbrella or Excess Policy

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered

hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

Waiver of Subrogation
Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $100,000 [fill in the amount for your comfort level for the specific Vendor and job – it could be much higher, or in the case of a very small Vendor, you might want it lower] unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

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

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory endorsements ~~or copies of the applicable policy language~~ effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required ~~insurance policies, including~~ endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City Council Meeting **L. 6.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the cooperative piggyback contract for the purchase of a 4-cubic yard asphalt patcher from PB Loader Corporation for an amount not to exceed $410,812.73 (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve the purchase of a 4-cubic yard asphalt patcher from PB Loader Corporation for an amount not to exceed $410,812.73.

RECOMMENDATION:

Staff recommends that the City Council approve a cooperative piggyback contract request for the purchase of a 4-cubic yard asphalt patcher from PB Loader Corporation for an amount not to exceed $410,812.73.

DISCUSSION:

The Facilities and Community Services Department, Streets Division, is responsible for the maintenance and repair of 314 miles of streets and 90 miles of storm drains within the City. Crews respond to approximately 1,000 service calls annually for routine street maintenance and also maintain 298 miles of curbs and gutters, as well as 355 miles of sidewalks. In addition, the division provides regular street cleaning and sweeping services on public roadways throughout the City of Redlands. These services include mechanical sweeping, debris removal, storm cleanup, and related tasks. Streets are swept bi-monthly, covering a total of 510 curb miles per rotation, which equates to 1,020 curb miles swept each month. The division is also responsible for maintaining and repairing 72 city-owned traffic signals and approximately 5,000 city-owned streetlights.

The proposed purchase of a new asphalt patch truck is intended to replace the current unit, which has experienced frequent mechanical issues, resulting in operational delays. The new truck is a self-contained unit equipped to carry all the necessary tools and materials for efficient pothole and asphalt repairs. It features a propane heating system to maintain asphalt temperature during colder months, has a capacity to hold up to four tons of asphalt, and includes essential tools such as a jackhammer and plate compactor.

The primary benefit of acquiring this new unit is a significant reduction in downtime, leading to improved response times and increased productivity for our maintenance crews. By consolidating all repair functions into a single, reliable truck, the City will be able to maintain its roadways more effectively, providing enhanced service and infrastructure reliability for the community.

In accordance with the City's procurement policies, staff utilized an existing cooperative contract agreement through Sourcewell, a public cooperative purchasing organization, for Public Sector and Education Administration Software Solutions, Related Services, and Utility Equipment. By leveraging Sourcewell's cooperative purchasing model, the City benefits from competitively bid and awarded contracts. This process allows agencies to review bid results from more than 50,000 government, educational, and nonprofit organizations, ensuring the City secures the most cost-effective pricing for similar products. Consequently, staff recommends that the City Council approve the Sourcewell Cooperative Purchase Agreement with PB Loader Corporation (Sourcewell Contract #080521-PBL) for the purchase of the asphalt patch truck.

PB Loader Corporation, established in 1954, is a recognized industry leader. They pioneered innovations in the public works sector, including the truck-mounted loader, which combines a dump truck and loader in a single unit. Additionally, they revolutionized asphalt patching technology by developing the pothole patcher, setting a new standard for public works applications.

ALTERNATIVES:

City Council may elect not to approve the cooperative piggyback contract and direct staff accordingly.

STRATEGIC PLAN:

Supports Strategic Plan Priority B - Public Health and Safety

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
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Purchasing Manager

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2024-26
Appropriation Required Y/N:	No
Amount:	$410,812.73
Budgeted Y/N:	Yes
Account No.:	101304

Discussion:

Sufficient funds for this purchase have been included in the approved FY 2024-2025 budget.

Attachments

1. Patch Truck Quote
2. PB Loader Contract
3. Intergovernmental/Piggyback Contract Use Request

QUOTATION
NO. 12110R

CITY OF REDLANDS
REDLANDS, CALIFORNIA
SOURCEWELL MEMBER ACOUNT # 18877

DATE: 7/3/2024
TERMS: NET 30
F.O.B: CUSTOMER

PROJECT: 4-CUBIC YARD ASPHALT PATCHER

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER SOURCEWELL CONTRACT NO. 080521-PBL - LISTED PRICES		
		PATCHER BOX & ACCESSORIES		
1	51619-00	MODEL BC-4 (4 CUBIC YARD CAPACITY) ABOVE MODEL EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, KEVLAR CHAIN CONVEYOR, HAND TORCH, TORCH, SHOVEL APRON, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK		$104,515.00
		EMULSION SYSTEM & OPTIONS		
1	BH-100-15	PB MODEL BH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYDRAULICALLY POWERED, 15 GAL. SOLVENT TANK, 85 GAL. EMULSION, WAND WITH 25' HOSE, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK		$15,455.00
1	4001-00	DRAW OFF VALVE		$972.00
		COMPACTION TOOLS		
1	50640-00	COMPACTOR LIFT PLATFORM		$3,977.00
1	7100-31	COMPACTOR PLATE - WACKER WP1550AW HONDA		$3,845.00
1	130-08	8 GAL POLY WATER TANK W/ 10' HOSE & SPIGOT		$485.00
		HOSE REELS		
1	5437-00s	HOSE REEL - 3/8" X 25' FOR SOLVENT		$608.00
1	5437-00t	HOSE REEL - 3/8" X 25' FOR TORCH		$608.00
1	5438-00	HOSE REEL - 1/2" X 25' FOR EMULSION		$684.00
1	5396-00	HOSE REEL - 3/4" X 50' FOR AIR HAMMER		$1,338.00
		HEATING		
1	50630-01	ELECTRIC OVERNIGHT HEATING SYSTEM - 240 VAC (6K)		$3,852.00
1	7065-00	25' POWER CABLE 220 VOLT		$706.00
1	6024-00	THERMOMETER 0-300		$286.00
		WANDS		
1	5978-30	VANAIR 5' BLOW WAND W/ SQUEEZE HANDLE		$690.00
1	50560-00	SOLVENT PUMP & WAND		$1,755.00
		SPOILS BINS		
1	50150-24	SPOILS BIN 24" (CROSS FRAME)		$3,776.00
1	MODS-70	REAR SPOILS BIN		$3,173.00
		WORK PLATFORMS		
1	MODS-61	12" WORK PLATFORM/CATWALK W HAND RAILS AND LADDERS		$3,252.00
		CONTROLS		
1	50635-00	CAB CONTROLS (TOP LIDS) AIR TOGGLE		$840.00
		STORAGE		
1	2120-00	DUAL ASPHALT LUTE HOLDER - BRKT		$221.00
1	7000-20	TOOL BASKET - OPEN TOP		$811.00
		HAMMER & AIR COMPRESSOR		
1	7700-00	VANAIR 160 CFM (100 PSI) UNDERDECK AIR COMPRESSOR		$24,651.00
1	7020-41	AIR HAMMER APT 90# WITH BITS		$2,962.00
1	MODS-10	FRONT BUMPER AIR VANAIR OUTLET		$832.00
1	7021-00	LOCKABLE HAMMER HANGER		$424.00
		DISCHARGE SYSTEMS		
1	50553-00	PIVOTAL ASPHALT CHUTE		$1,556.00
		WARNING SYSTEMS		
1	695-2MC	WHELEN LED MICRONS MCRNSA (SET OF TWO) - MTD IN CHASSIS GRILLE		$1,639.00
1	695-51A	WHELEN MODEL 5V1A AMBER WARNING LIGHT (SET OF TWO) - ONE MOUNTED EACH FRONT CORNER OF PATCHER		$2,066.00
1	695-53A	WHELEN 500V SERIES MODEL 5V3A (LED) (SET OF TWO) - ONE FRONT AND ONE REAR TOP CORNERS OF PATCHER BODY FACING REAR		$2,083.00
1	7807-00	WHELEN TA45B72 (LED) 72" WIDE TRAFFIC ADVISOR W/ TACTL5 CONTROLLER - MNT TOP REAR		$3,802.00
1	MODS-38	ECCO K7000B BACKUP CAMERA SYSTEM (MONITOR + 1 CAM)		$1,230.00
		SAFETY ACCESSORIES		
2	7300-00	FRONT BUMPER CONE HOLDER (MALE)	$215.00	$430.00
1	7999-10	FIRE EXTINGUISHER 5#		$320.00
1	7999-40	TRIANGLE KIT		$57.00
1	129-00	WATER IGLOO (5 GAL) W/BRKT ASSY		$479.00
1	MODS-43	CONSPICUITY TAPE ON BODY AND SIDES		$389.00
		SUB-TOTAL SOURCEWELL LISTED PATCHERS & ACCESSORIES:		$194,769.00
		10% SOURCEWELL MEMBER DISCOUNT FOR PATCHERS & ACCESSORIES:		($19,477.00)
		NON-LISTED ACCESSORIES AT MARKET PRICE		
1	CUSTOM	80"HIGH X 36" WIDE X 24" DEEP ALUMINUM TOOL CABINET W/3-SHELVES AND TOOL HOLDERS, MOUNTED FRONT PASSENGER SIDE		$6,291.00
1	CUSTOM	SET OF FOUR (4) PIPE STYLE TOOL HOLDERS		$667.00
1	CUSTOM	SET OF TWO (2) SPRAY BOTTLE HOLDERS		$667.00
1	CUSTOM	ADD TILTING ACTION TO PIVOTAL ASPHALT CHUTE		$1,750.00
1	CUSTOM	WHEELBARROW HOLDER (LOCATION TBD)		$1,334.00
1	CUSTOM	PATCHER BURNER AND HAND TORCH FUELED BY CHASSIS CNG SYSTEM (REMOVES 25 GAL. LPG TANK)		$5,417.00
		NON-LISTED CHASSIS AT MARKET PRICE		
1		2025 M2 112 PLUS CONVENTIONAL CAB CNG POWERED CHASSIS WITH CUMMINS L9N 300 HP @ 2000 RPM NATURAL GAS ENGINE, 60 DIESEL GALLON EQUIVALENT (DGE) CNG FUEL TANKS STACKED BACK OF CAB, ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION, 23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER, 3,300# TAPERLEAF FRONT SUSPENSION, 22.5" X 8.25" STEEL WHEELS, CAB PAINTED WHITE		$184,676.00
		TOTAL:		$376,094.00
		SALES TAX (8.75%):		$32,908.23
		CA TIRE RECYCLING FEE:		$10.50
		FREIGHT TO CUSTOMER:		$1,800.00
		TOTAL WITH DISCOUNT AND FREIGHT:		$410,812.73

NOTES:
1. LEAD TIME FOR BODY UPFIT TO BE DETERMINED UPON CHASSIS DELIVERY.

2. CHASSIS PRICE SUBJECT TO MODEL YEAR SURCHARGES.

PB Loader Corporation
5778 W. Barstow • Fresno, California 93722-5024 • Telephone (559) 277-7370 • Fax (559) 277-7375
Toll free 800-350-8521 • Web www.pbloader.com

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Sourcewell

Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (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 Roadway Maintenance Equipment 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 October 11, 2025, 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. 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, 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 Agreement 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 claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the 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, stored, used, 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 thetrademark(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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. 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.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-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

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell 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

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not 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 an 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.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	PB Loader Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jason Thompson DE94D6F54AC44A1...
By: _____	By: _____
Jeremy Schwartz	Jason Thompson
Title: Chief Procurement Officer	Title: President
Date: 10/5/2021 | 8:33 PM CDT	Date: 10/5/2021 | 3:34 PM CDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 10/5/2021 | 8:47 PM CDT

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name:	PB Loader Corporation
Address:	5778 W Barstow Ave. Fresno, CA 93722
Contact:	Jason Thompson
Email:	jthompson@pbloader.com
Phone:	559-273-0006
HST#:	77-0307955

Submission Details

Created On:	Tuesday July 06, 2021 18:23:44
Submitted On:	Thursday August 05, 2021 14:04:49
Submitted By:	Jason Thompson
Email:	jthompson@pbloader.com
Transaction #:	82b52ea7-2722-479e-b521-ebd128b3a348
Submitter's IP Address:	12.22.224.114

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")	PB Loader Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a	*
4	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722	*
5	Proposer website address (or addresses):	www.pbloader.com	*
6	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):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stuart Smith, Inside Sales Manager, 5778 W Barstow Ave, Fresno, CA 93722, ssmith@pbloader.com, Tel: 559-277-7370, Cell: 559-999-5148. Michael Munoz, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mmunoz@pbloader.com, Tel: 559-277-7370, Cell: 661-342-1755. Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	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.	PB Loader Corporation began operation in 1954 with the invention of the PB Front Loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance. As a family founded and run company, relationships in business are at the center of what PB Loader stands for and is reflected in day-to-day operations. PB believes in making a quality product which their customers can rely on year-in and year-out. PB does not believe in a one-size-fits-all approach. PB custom configures and engineers products to meet the exact needs of their customers. When a customer chooses PB they know they are going to be able to rely on quality construction materials assembled by experienced professionals. PB stands behind their products with not only a successful network of dealers but also production, engineering, and sales staff who are available for troubleshooting and repair. PB Loader has found that conducting business in an honest and attentive way, providing a quality, proven product, and listening to their customers are the best business practices possible. When you call PB with a question they listen and act. It is in this way that PB Loader continues to be synonymous with reliability in their industry and the world over. When we joined Sourcewell nine years ago, we found that their philosophy and values fell in line with the core values of PB Loader. From this, we have adopted Sourcewell as our company's predominate method of procurement. We wholeheartedly believe the present and future of government procurement lies with cooperative purchasing and Sourcewell, along with PB, leading the field.	*

10	What are your company's expectations in the event of an award?	We expect to provide growth through the use of this contract in the marketplace and with our customers. We are firm believers that contract buying is the way of the future with its ease of use for the customer… and customers need to do more with less. We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. Our commitment to Sourcewell and contract buying… We have risen to the top of our Sourcewell category over the last two contracts and expect to continue with this success. We expect growth by continuing to broaden our offering of additional road maintenance manufacturers and equipment beyond our asphalt patchers and front loaders. We have added to our current contract with: Hook Lifts Light, Medium, and Heavy Duty Dump Bodies Custom Bodies Flatbed and platform bodies Arbor Bodies Contractor Flatbeds Air Compressors Dumping Flatbeds Cargo Bodies Chipper Bodies Landscape Bodies Standard & Mechanic Service Bodies Liftgates Chassis Message Board & Light Trailers Mechanic Truck Cranes Numerous Body & Equipment Accessories Truck Winches Truck Generators & Inverters We will continue to search for additional road maintenance equipment and accessories that will grow our Sourcewell product offering. We have and will always add customer specific models to serve our customers' requirements. Using the contract to meet our customers' needs exactly so they can make repeat equipment purchases effortlessly. For example, we have added a massive listing of custom road maintenance products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year.	*
11	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.	PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company. PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in more than doubling the size of our company. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.	*
12	What is your US market share for the solutions that you are proposing?	Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product. Patcher – Depending on the state, we have 45%-90% of the market share. We typically have high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America. Since our last contract we have even better representation. We are committed to find local dealers who can serve our customers.	*
13	What is your Canadian market share for the solutions that you are proposing?	We represent 40% of the Canadian market with our asphalt patchers and it continues to be an area of growth.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.	*
15	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?	PB Loader is best described as a manufacturer who works through a network of dealers along with our own sales staff to sell our product. We have 29 dealers with 44 branches covering the US states and Canada (see map). We are continually looking for dealers in the few areas we do not currently have one. We are always reviewing our dealers to ensure the quality needed to fulfill our customers' needs. To support our dealers, we have a total of 16 sales and support staff: President, two National Sales Directors who manage the dealers, two Territory Sales representatives, five Inside Sales and Customer Support staff members, a Parts & Service Manager, a Warranty Coordinator, two dedicated Sales Engineers, a Trade Show Support Specialist, and Sales Assistant.	*
16	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.	PB Loader has local and California state resale/business licenses, Louisiana Motor Vehicles license, and Oregon business license. We are a final stage vehicle installer as well as a California licensed used vehicle dealer.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PB Loader has never had any suspension or debarments applied.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Truck Equipment Association (NTEA) – MVP Member Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.	*
19	What percentage of your sales are to the governmental sector in the past three years	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector. Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.	*
20	What percentage of your sales are to the education sector in the past three years	Our product offering is geared toward public works agencies, however, there is occasional overlap with school district ground maintenance equipment needs.	*
21	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?	PB holds an HGAC contract. We see less than three sales a year and dimensioning due to the fact of our continued efforts to convert HGAC customers to Sourcewell.	*
22	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 product offering is rarely sold to the federal government except for a few military air bases and national parks. We do not currently hold any federal contracts (GSA, SOSA) because the market demand is very limited. When approached, we inform the federal agency of the benefits of Sourcewell.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Ray Perez	323-526-9221	*
City of Colorado Springs	Michael Shill Jr.	719-385-6711	*
County of San Diego	Jim Whitlock	619-709-2171	*
County of Fresno	Mike Downing	559-600-7528	
City of Tucson	Jerry Robles	520-837-6602	

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
City of Los Angeles	Government	California - CA	Dump Bodies (52), Flatbed (31), Chipper Bodies (15), Truck Mounted Loaders (11), Patchers (5), Utility Bodies (2)	$50,000 to $200,000 depending on unit	$23,698,990	*
County of Fresno	Government	California - CA	Loaders (6), Dump Bodies (4), Patchers (1)	$50,000 to $200,000 depending on unit	$3,074,364	*
City of Ontario	Government	California - CA	Flatbeds (12), Dump Bodies (3), Service Bodies (2), Chassis (2), Patchers (1)	$50,000 to $200,000 depending on unit	$2,617,946	*
County of San Diego	Government	California - CA	Truck Mounted Loaders (11), Message Board Trailers (9), Patchers (3), Sprayers (2)	$50,000 to $200,000 depending on unit	$2,124,900	*
City of Portland	Government	Oregon - OR	Patchers (5)	$50,000 to $200,000 depending on unit	$869,675	*

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 *	

25	Sales force.	Our sales force is designed to support our dealer network and at the same time work directly with the end user government agencies. We take it upon ourselves to ensure our end users receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure our dealers and customers utilize Sourcewell as their primary procurement method. Each team member listed below is committed to growing our company revenue through Sourcewell. Our team consists of twenty-two (22) sales and support professionals: Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives who visit dealers and end users throughout the country. Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support. One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allows our sales team more time to respond to customers. One (1) Parts/Service Salesperson who is dedicated to meeting the aftermarket needs of our customers to ensure quick response to customers' needs. One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure quick response to any situation that arises. One (1) Trade Show Support who provides extra sales assistance at booths and other event functions. We have an Engineering team of eight (8) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs. We are currently in the process of expanding our Sales team. We have job openings for two additional outside sales personnel and two inside. The company also utilizes our engineering, operations, and production personnel to support the sales team and customers.
26	Dealer network or other distribution methods.	PB Loader sells through a network of dealers throughout North America. It is our belief that utilizing local dealers provides the best customer service for our end users. Please see attached dealer list and map. We currently have 29 dealers totaling 44 branch locations in the US and Canada, totaling 148 dealer salespeople. Of that total, we have four (4) dealers with eight (8) branches in Canada. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada. Our sales team regularly visits our dealers to ensure they are trained on our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement of our products.
27	Service force.	The above-mentioned dealer network employs factory trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities. The PB Loader sales team provides service support by being the first point of contact for customer questions on the operation and product usage. We provide an initial delivery training and for added value, free training for the life of the unit. We want to ensure that our customers can utilize our product safely and effectively. Replacement manuals and decals are also provided at no charge for the life of the unit. PB Loader utilizes its service team that can be sent around the country to support our dealers and end users. Our dealer network has a total of 295 service and 122 parts staff. PB Loader also supports them with our service and engineering personnel. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference. Per customer request, we utilize additional local third-party repair shops that are closer for a quicker turn around than some dealer locations. We also provide support for customers who provide their own service and a reimbursement program for customers who are required to do their own warranty work.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directly to PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes training. Once payment is received, it is recorded, and placed on our Sourcewell quarterly reports.

29	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.	PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our customers. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers. We also have a free lifetime replacement program for our manuals and all instruction/safety decals. PB Loader provides phone/video technical support to both dealers and end users. This is supported by our engineering/sales teams. When we are contacted with a service/warranty issue, a ticket is created within our MRP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involve in rectifying the problem, solutions develop quicker and response times are improved.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are looking forward to expanding Sourcewell procurement utilizing the new Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. We retain more than 40% market share in Canada with our asphalt patchers. Canada has been a major customer base for us and will continue to be.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We fully serve all geographic areas within North America.	*
33	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?	We fully serve all Sourcewell participating entities within North America.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories. We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	Sourcewell is integrated and promoted heavily into our sales process. A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method to purchase PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and apparel. We have committed to display the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles. The most important part of our strategy is having direct conversations with end user agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and more than 100 dealer salespeople these conversations occur daily.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have begun the process of implementing a new forward-thinking social media and metadata program along with the redevelopment of our website. This began with signing a long-term contract with a respected digital marketing firm who will partner with us to develop and distribute a continuous campaign of all our social media, digital marketing, and website. Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, and new features. The campaign will include purchasing advertising banners on industry sites as well as an extensive GoogleAds. Each post and banner will include a Sourcewell presence, which is another way to make PB and Sourcewell synonymous. We are excited for the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*
37	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?	Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell. We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use corporative purchasing. The sales integration process and Sourcewell becoming the primary method for our customers to purchase PB products began nine years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolve and improve that strategy as new ideas come to the forefront.	*
38	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.	We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not a robust enough of a process to fulfill our customers' needs. We are, however, looking forward to the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	We offer free operator training and maintenance training onsite when the end user puts the unit into service. We also provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. Also, we provide free manuals, and instructional/safety decals for the life of the unit. We have a dedicated person at the factory that customers can call for any kind of troubleshooting or operational advice. This in addition to the sales staff that can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide patcher training school which we encourage Sourcewell members to attend.	*
40	Describe any technological advances that your proposed products or services offer.	We like to be in the forefront of the technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers.	*
41	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.	To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We also offer an electric heated unit which is powered by an onboard generator on current chassis. We have begun to work closely with several electric chassis manufactures so that we can be on the forefront of the technology and offer fully electric road maintenance equipment. As a company we feel our carbon footprint is important with our products and how we operate. We are completing a new facility wide conversion to highly efficient LED lighting. We also have several recycling programs for steel, cardboard, e-waste, among others. Within the next few years, we are planning a solar program initiative which will significantly reduce our footprint.	*
42	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 do not know of any third parties that label road maintenance equipment specifically. As stated in question 41, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.	*
43	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.	PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners: Cicero Brothers (SBE) Westcoast Materials (SBE, DVBE) Main Street Materials (SBE)	*
44	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?	Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product’s lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction. What makes our products unique is that we do not believe in the one size fits all solution; agencies have very different needs because of their geographic locations, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. But more importantly, we offer hundreds of options and will custom build additional features based off the customer’s needs. We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customer and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact. We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the end user is completely satisfied.	*

Table 9A: 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 *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranty does not have any usage restriction or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	PB or the authorized dealer will cover travel time and mileage for any Sourcewell members warranty claim.	*
48	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?	In regions where we do not have a certified technician, we offer over the phone technical support. If a problem is not resolved we may send a PB Loader technician to fix unit or utilize local third-party repair shops. Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. Many repairs don't require a certified technician and third-party shops can be utilized when appropriate.	*
49	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?	Yes, we will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service to the end user.	*
50	What are your proposed exchange and return programs and policies?	Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.	*
51	Describe any service contract options for the items included in your proposal.	PB Loader offers starter spare parts kits and a base refurbish package for our pothole patching products. We also offer extended warranty packages on the contract.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	We make every effort to track the original promised delivery at time of quotation and actual delivery performance. We use this information to notify our customers of any deviation from the original quoted delivery.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We utilize a KPI system that tracks turn around time for part sales. It is imperative to get parts to the customer to minimize their down time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital.	*
56	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.	Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.	*
57	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 accept P-card payments with no additional processing 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 *	
58	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.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
59	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.	We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.	*
61	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.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
62	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.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes. For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the end user and are ready for operation.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	To encourage Sourcewell sales we offer the best pricing to its members compared to any other pricing models.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	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.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or end user is cross checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders make it on the quarterly report and a dealer cannot sell an Sourcewell product without our knowledge.	*
68	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.	Since we have been an awarded vendor for two contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.	*
69	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.)	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer an enormous range of road maintenance equipment from pothole patchers to cone trucks, dump trucks, flatbed, message board trailers, and countless others. Asphalt (Pothole) Patchers PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that. Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch. PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day. Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8, 10 cubic yards Hundreds of options and custom configurations such as: (refer to catalog for complete list) Flasher, safety Spoils bins Tool boxes and baskets Arrow boards Vibratory compactors and rollers Back up alarms and camera equipment Air compressors Generators Jack hammers Hose reels Work decks Water containers Fire Extinguisher, first aid kits, triangle kits Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer. PB Patchers come in two formats, a “V” hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models. Proven Features Heavy Duty Design All Hydraulic Operation Radiant Heat System Burner Systems Available in LPG, Diesel, and Electric Generator Fully Insulated Asphalt Container Hand Torch with 200,000 BTU Output Convenient Operator Controls Emulsion Spray System Emulsion Sprayers PB offers emulsion sprayers with more sizes and features than anyone else in the industry. Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers’ needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailer, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations. Truck Mounted Styles: 15-200 gallons Trailer Mounted and Slip-In Styles: 200-700 gallons Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters. Compressor Type Sprayers - Compressor type emulsion sprayers are available in the many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor. Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform. PB Truck Mounted Loaders PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment. PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic

yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, tool boxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:
PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

- Ford
- Freightliner
- Western Star
- Peterbilt
- Isuzu
- Volvo

Dump Bodies:
PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:
PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay tool boxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

- Smooth Floor
  - Tread Plate Floor
  - Wood Deck
  - Aluminum Body
  - Rancher Body
  - Dumping Bodies
  - Stake Sides (wood, steel, aluminum)
  - Various Lengths and Widths

Chipper Boxes / Landscape / Arbor Bodies:
PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:
PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Message Boards Trailers:
PB Loader partners with Wanco to offer a full line of trailer and truck mounted message boards and traffic control products to provide reliable traffic safety for roads and highways. Traffic safety is paramount to all road maintenance work. By providing these products in conjunction with our full line of equipment we give our customers complete solutions. We work with Wanco's national dealer network by convincing them to sell their safety equipment with Sourcewell in their local markets. For example:

Arrow Board Trailers and Truck Mount
Message Board Trailers and Truck Mount
Speed Radar Trailers
Light Tower Trailers

Swaploader Hook Lifts:
We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

Single axle from 7,500 lbs. to 24,000 lbs. capacity
Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:
Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

Tommy Lift Gate
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck under
- Dump Through

Palfinger Lift Gates
- Cantilever
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck Under

Compressor Systems:
Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

Vanair
- Under deck rotary screw compressors from 60 to 185 CFM
- Hydraulic driven compressors from 30 to 85 CFM
- Engine driven compressors from 30 to 85 CFM
- All-In-One systems combines air, electric generators, welder, and hydraulic into one unit

Sullivan-Palletek
- Above deck skid mount, engine driven, 185 CFM

Other brands
- Small engine reciprocating compressor
- Electric 12V compressor

Attenuator: Trailer and truck mounted
Traffix Scorpion truck mounted and trailer crash attenuator systems MASH rated. Attenuators provide that additional safety to the road maintenance crews allowing them to work on the road with confidence. The models presently on our contract provide for safety at highway speeds.

Water Trucks:
We are offering truck mounted water tanks for the use during road maintenance projects for dust control and clean up. For example:

Single axle 2,000 gallon
Tandem axle 4,000 gallon

Cranes:
We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example:

Electric
- Hydraulic

Folding, compact
- Outriggers

Spitzlif
Palfinger/Reading
Venturo

Customer Specific Custom Road Maintenance Equipment:
As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions.

Additional Accessories:
On this contract PB offers many additional accessories to upfit any truck or support body with all the tools that road crews need. For example, but not limited to:

Whelen safety lights
PSE Code3 Safety Lights
Work lights and spotlights

		Warn Wenches Tool boxes and baskets Tool holders Back up cameras and sensors Bed vibrators Pull Tarps Inverter Systems with electrical outlets Fire extinguishers and triangle kits Water coolers Wash tanks Ladder and material racks Vises Reflective safety tape and panels	
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers and emulsion transport and sprayers. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs. Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalt support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Asphalt recycles and reclaimers	○ Yes ◉ No	We are in development to produce asphalt hotbox trailers that have asphalt reclaiming features. Product launch is expected First Quarter 2022. We are committing to ultimately producing a full line of these trails and heavily competing in this market.	*
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	◉ Yes ○ No	We are the leading producer of truck mounted pothole patching systems in North America. PB does not manufacture seal coaters, crack sealers, and mastic and adhesive melters.	*
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
75	Pavement marking application and removal equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
76	Other	◉ Yes ○ No	We are the leading producers of truck mounted emulsion spray systems. We also offer a multitude of road maintenance support equipment as mentioned in Table 14A.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
n/a	n/a	n/a

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 - 1_Pricing.zip - Thursday August 05, 2021 13:44:55
- Financial Strength and Stability - 2_Financial Stregth & Stability.zip - Thursday August 05, 2021 13:45:06
- Marketing Plan/Samples - 3_Marketing Plans & Samples.zip - Tuesday August 03, 2021 18:00:46
- WMBE/MBE/SBE or Related Certificates - 4_WMBE-MBE-SBE Certifications.zip - Tuesday August 03, 2021 18:01:17
- Warranty Information - 5_Warranty.zip - Tuesday August 03, 2021 18:01:36
- Standard Transaction Document Samples - 6_Standard Transactiom Document Samples.zip - Tuesday August 03, 2021 18:01:48
- Upload Additional Document - 7_Additional Documents.zip - Thursday August 05, 2021 13:56:19

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. - Jason Thompson, President, PB Loader Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	☑	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	☑	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	☑	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	☑	1

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The FCS Department requests the purchase of the following item(s) from:

Original Contracting Entity: Stateof Minnesota
Contract#: 080521-PBL
Contract Term: Expires 10/11/2025
Method of original contract award: ☑ Competitive ☐ Non-Competitive, based on: ☐Preferred source ☐Sole ☐Single source ☐Emergency ☐Other:
Does the original contract contain language contemplating contract extension to additional users? ☑Yes ☐ No

Please attach: vendor agreement to sale to the City AND Entity agreement/contract language allowing Piggyback

Description of Product/Service intend to acquire	Unit Price	Total
4 cubic yard asphalt patcher/CNG	$ 410,812.73	$ 410,812.73
Tax		
	Grand Total	$ 410,812.73

Vendor:	PB Loader
Contact:	Jason Thompson
Address 1:	5778 W Barstow Ave
Address 2:	
City/State/Zip:	Fresno, Ca 93722
Telephone:	559-277-7370
Fax:	
Web/E-Mail:	jthompson@aghpbl.com

Delivery/Service Location	
Contact:	Mike Foster
Telephone:	909-329-1114
Department:	FCS
Address 1:	1270 W Park Ave Bldg B
Address 2:	Redlands, Ca 92373
Additional Comments	

Purchasing Agent Approval: _____ Date: _____

City Manager Approval: _____ Date: _____

City Council Meeting **L. 7.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the First Amendment to the Agreement with Larry Jacinto Farming, Inc. for grove care, maintenance, and harvest increasing the total compensation amount by an additional $399,975 for a total aggregate amount not-to-exceed $1,417,875 (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve the First Amendment to the Agreement with Larry Jacinto Farming, Inc. for grove care, maintenance, and harvest by increasing compensation by an additional $399,975 for a total aggregate amount not-to-exceed $1,417,875.

RECOMMENDATION:

Staff recommends that the Council approve the First Amendment to the Agreement with Larry Jacinto Farming, Inc. for grove care, maintenance, and harvest to increase the total compensation amount by an additional $399,975 for a total aggregate amount not-to-exceed $1,417,875

DISCUSSION:

The City of Redlands has twenty-one (21) citrus groves throughout the city, totaling approximately 200 acres. The varieties of citrus include Valencia oranges, Navel oranges, Rio grapefruit, and Ruby Star grapefruit. The City's citrus groves require ongoing care, maintenance, and harvest to sustain its economic viability and health. The City maintains these groves by way of internal staff supplemented by specialized contractual services.

On September 6, 2022, the City and Larry Jacinto Farming, Inc. (Jacinto) entered into a three-year agreement (Agreement) for Jacinto to provide specialized grove services in the City groves. The Agreement includes but is not limited to the following services; rodent/pest control, brown rot and frost control, hedging and topping, brush chopping, trip spray, ACP Treatment, and PCA reporting. Over the course of the agreement, the amount of services required to keep the groves viable for commercial farming has exceeded original estimates due to staffing shortages, additional tasks brought on by the Oriental Fruit Fly infestation, and other unforeseen circumstances. Additionally, increases in the costs to perform these services have also been incurred.

To ensure that the City groves are maintained and the health of the trees is sustained for the longevity of the preservation of the city groves, these additional services are necessary. Staff is recommending that City Council approve the First Amendment to the Agreement with Larry Jacinto Farming, Inc. for grove care, maintenance, and harvest to increase the total compensation amount by an additional $399,975 for a total aggregate amount not-to-exceed $1,417,875 over the entire term of the agreement.

ALTERNATIVES:

City Council may choose not to approve the amendment and provide staff alternative direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

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

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

Fiscal Impact

Fiscal Year:	2025
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$399975
Budgeted Y/N:	Y
Account No.:	538910

Discussion:

Funding is available for this amendment in the FY 2024/2025 budget.

Attachments

1. Original Agreement
2. First Amendment

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of citrus grove care, maintenance and harvest ("Agreement") is made and entered in this 6th day of September, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Larry Jacinto Farming, 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 citrus grove care, maintenance, and harvest services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to

Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris Boatman, 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. The term of this Agreement shall be for a period of three (3) year from the Effective Date of this Agreement (the "Initial Term").

4.2 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 Total compensation for Contractor's performance of the Services shall not exceed the amount of one million seventeen thousand nine hundred dollars ($1,017,900). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference. In the event of significant market price increases of necessary materials or fuel, Contractor may request city approve a cost modification based off documented evidence of these costs increases.

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	Larry Jacinto, President
City of Redlands	Larry Jacinto Farming, Inc.
35 Cajon Street	PO Box 275
P.O. Box 3005 (mailing)	Mentone, CA 92359
Redlands, CA 92373	Ljacinto@LJacinto.com
jdonaldson@cityofredlands.org	909-794-2276
(909) 798-7531	909-389-9541

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, or Contractor, by providing not less than twenty (20) 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: _____
Paul T. Barich, Mayor

LARRY JACINTO FARMING, INC.

By: _____
Larry Jacinto, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Provide on an as needed basis for the groves listed below:

- Pre-Emergent Application
- Commercial Fertilizer
- Hand Rig
- Chemigation Labor
- Rodent Control
- Brown Rot/Frost Control
- Hedging & Topping
- Brush Chopping
- Thrip Spray
- ACP Treatment
- PCA Reporting

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

This bond was issued in two (2) original counterparts

Bond No. CAC722139
Premium: $7,932.00

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Larry Jacinto Farming, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Description of Improvement Services to Public Buildings and/or grounds (the "Work"), which said agreement, dated September 6th, 2022, XXXX 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 Written dollar amount** Dollars ($1,017,900.00) 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.

*Merchants Bonding Company (Mutual)
**One Million Seventeen Thousand Nine Hundred and 00/100

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 September 21st, 2022

(SEAL)
Larry Jacinto Farming, Inc.
(Contractor)
(Signature)

(SEAL)
Merchants Bonding Company (Mutual)
(Surety)
BY:
(Signature) Adrian Langrell, Attorney-in-Fact

Address:
6700 Westown Parkway
West Des Moines, IA 50266

Telephone(800) 678-8171

(Seal and Notarial Acknowledgment of Surety)

L:\ca\Agreements\Larry Jacinto Agreement.NPS-2.2.FY22-0011.docx.jn

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 09/21/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

FRS3 FRS3

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro

MERCHANTS BONDING COMPANY℠

Bond No. CAC722139

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Adrian Langrell; Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Arnold; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D Stong; R Nappi; Shaunna Rozelle Ostrom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of August , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 26th day of August 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of September , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

ACKNOWLEDGMENT

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

State of California
County of San Bernardino)

On September 22, 2022 before me, Robin Pain, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

NRO1 ROBIN PAIN
COMM. #2393639
Notary Public - California
San Bernardino County
My Comm. Expires Feb. 10, 2026 NRO1

Signature _____ **(Seal)**

EXHIBIT "C"

PRICE AND FEE BID

Prices include all labor and materials

Item No.	Brief Description	*A Quantity	*B Hourly and Acre Rate	*C Total Price in Figures
A1	Rodent Control	500 Hours	$ 48.00	$ 24,000.00
A2	Commercial Fertilizer	200 Acres	$ 98.00	$ 19,600.00
A3	Brown Rot/Frost Control	200 Acres	$315.00	$ 63,000.00
A4	Thrip Spray	200 Acres	$335.00	$ 67,000.00
A5	Hand Rig	40 Hours	$120.00	$ 4,800.00
A6	ACP Treatment	200 Acres	$329.00	$ 65,800.00
A7	Chemigation Labor	150 Hours	$110.00	$ 16,500.00
A8	Pre-emergent application	200 Acres	$273.00	$ 54,600.00
A9	PCA Reporting	200 Acres	$120.00	$ 24,000.00
***"A" x "B" = "C" TOTAL**				$339,300.00

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.

LARRY JACINTO FARMING, INC.

By:_____
Larry Jacinto, President

Date: 9/22/2022

L:\ca\Agreements\Larry Jacinto Agreement.NPS-2.2.FY22-0011.docx.jn

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This first amendment ("First Amendment") to the agreement for the provision of citrus grove care, maintenance and harvest ("Agreement"), dated September 6, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Larry Jacinto Farming, Inc., a California corporation ("Contractor"), is made and entered into this 19th day of November, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to add additional funding in the amount of $399,975 to account for increases in the costs of farming activities and the quantity of work required by the City to maintain the citrus groves during the term of the agreement.

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

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Consultants," Section 5.1 of the Agreement is hereby amended to read as follows:

"5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of One Million Four Hundred Seventeen Thousand Eight Hundred Seventy-Five Dollars ($1,417,875). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Fee Schedule/Price and Fee Bid," which is attached hereto and incorporated herein by reference."

Section 2. Exhibit "C" of the Agreement, entitled "Fee Price and Fee Bid," is hereby amended as shown in Attachment 1 attached to this First Amendment.

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of November 19, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

LARRY JACINTO FARMING, INC.

By: _____
Larry Jacinto, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

Attachment 1

EXHIBIT "C"
FEE SCHEDULE/PRICE AND FEE BID

Prices include all labor and materials

Item No.	Brief Description	*A Quantity Annually	*B Hourly and Acre Rate	*C Total Price in Figures
A1	Rodent Control	500 Hours	$55.00	$27,500.00
A2	Commercial Fertilizer	200 Acres	$105.00	$21,000.00
A3	Brown Rot/Frost Control	200 Acres	$325.00	$65,000.00
A4	Thrip Spray	200 Acres	$345.00	$69,000.00
A5	Hand Rig	40 Hours	$125.00	$5,000.00
A6	ACP Treatment	200 Acres	$340.00	$68,000.00
A7	Chemigation Labor	525 Hours	$145.00	$76,125.00
A8	Pre-emergent application	200 Acres	$280.00	$56,000.00
A9	PCA Reporting	200 Acres	$125.00	$25,000.00
***"A" x "B" = "C"**			**TOTAL**	$412,625.00
Additional As Needed Miscellaneous Manual Labor Grove Services Per Scope of Agreement ("Exhibit A")		500 Hours	$50.00	$25,000
Additional As Needed Miscellaneous Equipment Operation Labor Grove Services Per Scope of Agreement ("Exhibit A")		500 Hours	$70.00	$35,000

City Council Meeting **L. 8.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Construction Contract with All Cities Engineering, Inc. for the 2024 CIP Sewer Pipeline Replacement Project for an amount not-to-exceed $1,367,514; and determination that the Project is categorically exempt from environmental review pursuant to Section 15302 of the State's Guidelines for Implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine that approval of the contract and construction of the 2024 CIP Sewer Pipeline Replacement Project is exempt from environmental review in accordance with Section 15302 of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the 2024 CIP Sewer Pipeline Replacement Project plans and specifications; and award a Public Works Construction Contract to All Cities Engineering, Inc. for an amount non-to-exceed $1,367,514.

RECOMMENDATION:

Staff recommends that the City Council determine approval of a Public Works Construction Contract and construction of the 2024 CIP Sewer Pipeline Replacement Project is categorically exempt from environmental review in accordance with Section 15302 of the State’s guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve the 2024 CIP Sewer Pipeline Replacement Project plans and specifications, and award a Public Works Construction Contract to All Cities Engineering, Inc. for an amount not-to-exceed $1,367,514.

DISCUSSION:

The 2024 CIP Sewer Pipeline Replacement Project (Project) will rehabilitate wastewater collection pipelines at numerous locations throughout the City. The Project will employ cured-in-place pipe (CIPP) technology to reline approximately 5,844 linear feet of pipelines with diameters of eight-inch (8”) and ten-inch (10"), and will replace approximately 2,444 linear feet of eight-inch (8”) and ten-inch (10") diameter pipelines through conventional trenching methods. These pipelines have been selected for improvement based on maintenance history and closed-circuit television inspections. The Project will also remove and replace thirteen (13) sewer manholes to reduce inflow and infiltration throughout the sewer collection system.

In early September, staff prepared plans and specifications and advertised the Project for construction. On September 19, 2024, the City Clerk's office received nine (9) bids for the project. The Bid Opening report is attached to the report and summarized below:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. All Cities Engineering, Inc., Ontario, CA	$1,367,514
2. Dominquez General Engineering, Inc., Pomona, CA	$1,553,022
3. Ramona Inc., Baldwin Park, CA	$1,657,525
4. Bonadiman Water Inc., Perris, CA	$1,689,475
5. MNR Construction Inc., La Verne, CA	*$1,698,562
6. CEM Construction Corporation, Montebello, CA	$1,799,465
7. Torres Sanitation Systems Construction, South Gate, CA	$1,800,091
8. GRBCON, Inc., Baldwin Park, CA	$1,916,799
9. Aneen Construction, Inc., Riverside, CA	*$2,137,919

* An arithmetic error was discovered in the bid proposal. The total bid amount was corrected and highlighted in the attached bid analysis to identify arithmetic errors. The errors did not affect ranking.

Staff reviewed each bid and determined that All Cities Engineering, Inc. submitted the lowest responsive and responsible bid. Therefore, staff recommends City Council approval of a Public Works Construction Contract with All Cities Engineering, Inc. for an amount not-to-exceed $1,367,514, which is within the Project budget. It is anticipated that the Project will be completed within sixty (60) working days from issuance of a Notice to Proceed.

This project is exempt from environmental review pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act since it replaces or reconstructs an existing utility system with negligible or no capacity expansion.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	521910

Discussion:

There is no fiscal impact associated with this action. The FY 24/25 MUED budget includes sufficient funding for this project.

Attachments

A. ACE Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. 2024 CIP Sewer Plans
F. 2024 CIP Sewer Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 19th day of November, 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 All Cities Engineering, Inc., a California corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **2024 CIP SEWER PIPLINE REPLACEMENT PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2024 CIP SEWER PIPLINE REPLACEMENT PROJECT, PROJECT NO. 521032** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of One Million Three Hundred Sixty-Seven Thousand Five Hundred Fourteen Dollars ($1,367,514) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within sixty (60) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

__All Cities Engineering, Inc._____
Name of Contractor

By:_____
Signature of Authorized Agent

__Apolonio Ramirez Castro, President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
2024 CIP SEWER PIPLINE REPLACEMENT PROJECT
PROJECT NO. 521032

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.

___All Cities Engineering, Inc._____
(Contractor)

_____
(Signature)
____Apolonio Ramirez Castro, President____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and All Cities Engineering, Inc. (hereinafter designated as "Principal") have entered into an agreement dated November 19, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2024 CIP Sewer Pipeline Replacement Project and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and Nationwide Mutual Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of One Million Three Hundred Sixty-Seven Thousand Five Hundred Fourteen Dollars ($1,367,514) 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 All Cities Engineering, 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 November 19, 2024, and identified as 2024 CIP Sewer Pipeline Replacement Project, Project No. 521032 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One Million Three Hundred Sixty-Seven Thousand Five Hundred Fourteen Dollars ($1,367,514) 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: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **19th day of September 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2024 CIP Sewer Pipeline Replacement Project – Project No. 521032**. 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 (N/A)	Total Bid Amount
1	All Cities Engineering, Ontario CA	Yes	Yes	N/A	$1,367,514.00
2	Dominquez General Engineering, Inc., Pomona CA	Yes	Yes	N/A	$1,553,022.00
3	Ramona Inc., Baldwin Park CA	Yes	Yes	N/A	$1,.657,525.00
4	Bonadiman Water Inc., Perris CA	Yes	Yes	N/A	$1,689,475.00
5	MNR Construction Inc., La Verne CA	Yes	Yes	N/A	$1,715,541.00
6	CEM Construction Corp., Montebello CA	Yes	Yes	N/A	$1,799,465.00
7	Torres Sanitation Systems Construction, South Gate CA	Yes	Yes	N/A	$1,800,091.00
8	GRBCON, Inc., Baldwin Park CA	Yes	Yes	N/A	$1,916,799.00
9	Aneen Construction, Inc., Riverside CA	Yes	Yes	N/A	$2,109,821.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Johana Silva; Goutam Dobey

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521032 Bid Date: September 19, 2024

2024 CIP Sewer Pipeline Replacement Project Estimated Start Date: December 1, 2024

Item No.	Bid Item	Qty	Unit	All Cities Engineering, Inc.		Dominguez General Engineering, Inc.		Ramona, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$60,000.00	$60,000.00	$40,000.00	$40,000.00	$60,000.00	$60,000.00
2	Traffic Control	1	LS	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$55,000.00	$55,000.00
3	Erosion Control Plan	1	LS	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00
4	Survey	1	LS	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
5	R/R with 8" SDR 35 PVC Pipe	2,369	LF	$175.00	$414,575.00	$275.00	$651,475.00	$245.00	$580,405.00
6	R/R with 12" SDR 35 PVC Pipe	75	LF	$250.00	$18,750.00	$300.00	$22,500.00	$300.00	$22,500.00
7	Reconnect Service Laterals	88	EA	$500.00	$44,000.00	$1,000.00	$88,000.00	$650.00	$57,200.00
8	CIPP 8" Pipe	4,737	LF	$55.00	$260,535.00	$61.00	$288,957.00	$50.00	$236,850.00
9	CIPP 10" Pipe	1,107	LF	$72.00	$79,704.00	$70.00	$77,490.00	$85.00	$94,095.00
10	Reestablish Lateral Connections	150	EA	$95.00	$14,250.00	$100.00	$15,000.00	$60.00	$9,000.00
11	Removal of Protruding Lateral for CIPP	10	EA	$600.00	$6,000.00	$1,000.00	$10,000.00	$1,100.00	$11,000.00
12	8"/10" Spot Repair	247	LF	$500.00	$123,500.00	$300.00	$74,100.00	$425.00	$104,975.00
13	Remove Existing Cleanout	1	EA	$4,000.00	$4,000.00	$1,000.00	$1,000.00	$3,000.00	$3,000.00
14	Remove Existing Manhole	10	EA	$4,000.00	$40,000.00	$2,000.00	$20,000.00	$4,000.00	$40,000.00
15	Construct 48" Manhole	13	EA	$8,000.00	$104,000.00	$8,500.00	$110,500.00	$14,500.00	$188,500.00
16	Flow Bypass	1	LS	$60,000.00	$60,000.00	$20,000.00	$20,000.00	$25,000.00	$25,000.00
17	Testing of CIPP Liner	4	EA	$800.00	$3,200.00	$1,000.00	$4,000.00	$5,000.00	$20,000.00
18	Demobilization	1	LS	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$50,000.00	$50,000.00
19	Unforeseen work	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
	Additions/Deductions								
			Total Base Bid		**$1,367,514.00**		**$1,553,022.00**		**$1,657,525.00**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Nationwide Mutual Insurance Company	Old Republic Surety Company	U.S. Specialty Insurance Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

Low Bidders 1, 2, 3
Page 1 of 3

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521032 Bid Date: September 19, 2024

2024 CIP Sewer Pipeline Replacement Project Estimated Start Date: December 1, 2024

Item No.	Bid Item	Qty	Unit	Bonadiman Water, Inc.		MNR Construction, Inc.		CEM Construction Corp	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$15,000.00	$15,000.00	$74,770.00	$74,770.00	$70,000.00	$70,000.00
2	Traffic Control	1	LS	$15,000.00	$15,000.00	$20,000.00	$20,000.00	$35,000.00	$35,000.00
3	Erosion Control Plan	1	LS	$5,000.00	$5,000.00	$2,300.00	$2,300.00	$10,000.00	$10,000.00
4	Survey	1	LS	$15,000.00	$15,000.00	$8,800.00	$8,800.00	$15,000.00	$15,000.00
5	R/R with 8" SDR 35 PVC Pipe	2,369	LF	$285.00	$675,165.00	$278.00	$658,582.00	$210.00	$497,490.00
6	R/R with 12" SDR 35 PVC Pipe	75	LF	$300.00	$22,500.00	$330.00	$24,750.00	$225.00	$16,875.00
7	Reconnect Service Laterals	88	EA	$2,100.00	$184,800.00	$630.00	$55,440.00	$1,250.00	$110,000.00
8	CIPP 8" Pipe	4,737	LF	$60.00	$284,220.00	$52.00	$246,324.00	$70.00	$331,590.00
9	CIPP 10" Pipe	1,107	LF	$70.00	$77,490.00	$58.00	$64,206.00	$80.00	$88,560.00
10	Reestablish Lateral Connections	150	EA	$100.00	$15,000.00	$50.00	$7,500.00	$100.00	$15,000.00
11	Removal of Protruding Lateral for CIPP	10	EA	$600.00	$6,000.00	$480.00	$4,800.00	$750.00	$7,500.00
12	8"/10" Spot Repair	247	LF	$300.00	$74,100.00	$1,100.00	$271,700.00	$750.00	$185,250.00
13	Remove Existing Cleanout	1	EA	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$3,500.00	$3,500.00
14	Remove Existing Manhole	10	EA	$2,000.00	$20,000.00	$2,200.00	$22,000.00	$7,500.00	$75,000.00
15	Construct 48" Manhole	13	EA	$12,000.00	$156,000.00	$9,330.00	$121,290.00	$15,500.00	$201,500.00
16	Flow Bypass	1	LS	$40,000.00	$40,000.00	$18,000.00	$18,000.00	$45,000.00	$45,000.00
17	Testing of CIPP Liner	4	EA	$800.00	$3,200.00	$400.00	$1,600.00	$550.00	$2,200.00
18	Demobilization	1	LS	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$15,000.00	$15,000.00
19	Unforeseen work	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
	Additions/Deductions								
			Total Base Bid		**$1,689,475.00**		**$1,698,562.00**		**$1,799,465.00**
						Arithmetic error in the total base bid. The total has been corrected based on the item unit prices.			

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Developers Surety Company	Fidelity and Deposit Company	U.S. Specialty Insurance Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
Bid Analysis

PROJECT NO.: 521032 Bid Date: September 19, 2024

2024 CIP Sewer Pipeline Replacement Project Estimated Start Date: December 1, 2024

Item No.	Bid Item	Qty	Unit	Torres Sanitation Systems Construction		GRBCON, Inc.		Aneen Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID ITEMS									
1	Mobilization	1	LS	$75,000.00	$75,000.00	$80,700.00	$80,700.00	$81,000.00	$81,000.00
2	Traffic Control	1	LS	$7,500.00	$7,500.00	$60,000.00	$60,000.00	$25,000.00	$25,000.00
3	Erosion Control Plan	1	LS	$7,500.00	$7,500.00	$1,152.00	$1,152.00	$7,000.00	$7,000.00
4	Survey	1	LS	$13,500.00	$13,500.00	$14,520.00	$14,520.00	$10,000.00	$10,000.00
5	R/R with 8" SDR 35 PVC Pipe	2,369	LF	$275.00	$651,475.00	$312.00	$739,128.00	$389.00	$921,541.00
6	R/R with 12" SDR 35 PVC Pipe	75	LF	$300.00	$22,500.00	$433.00	$32,475.00	$300.00	$22,500.00
7	Reconnect Service Laterals	88	EA	$1,000.00	$88,000.00	$1,055.00	$92,840.00	$2,000.00	$176,000.00
8	CIPP 8" Pipe	4,737	LF	$52.00	$246,324.00	$58.00	$274,746.00	$63.00	$298,431.00
9	CIPP 10" Pipe	1,107	LF	$56.00	$61,992.00	$67.00	$74,169.00	$82.00	$90,774.00
10	Reestablish Lateral Connections	150	EA	$50.00	$7,500.00	$60.00	$9,000.00	$108.00	$16,200.00
11	Removal of Protruding Lateral for CIPP	10	EA	$480.00	$4,800.00	$576.00	$5,760.00	$676.00	$6,760.00
12	8"/10" Spot Repair	247	LF	$800.00	$197,600.00	$702.00	$173,394.00	$500.00	$123,500.00
13	Remove Existing Cleanout	1	EA	$15,000.00	$15,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
14	Remove Existing Manhole	10	EA	$10,000.00	$100,000.00	$3,300.00	$33,000.00	$10,000.00	$100,000.00
15	Construct 48" Manhole	13	EA	$10,000.00	$130,000.00	$16,455.00	$213,915.00	$7,500.00	$97,500.00
16	Flow Bypass	1	LS	$20,000.00	$20,000.00	$13,200.00	$13,200.00	$80,000.00	$80,000.00
17	Testing of CIPP Liner	4	EA	$350.00	$1,400.00	$400.00	$1,600.00	$928.00	$3,712.00
18	Demobilization	1	LS	$75,000.00	$75,000.00	$19,200.00	$19,200.00	$1.00	$1.00
19	Unforeseen work	1	LS	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
	Additions/Deductions								
			Total Base Bid		**$1,800,091.00**		**$1,916,799.00**		**$2,137,919.00**
									Arithmetic error in the total base bid. The total has been corrected based on the item unit prices.

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Old Republic Surety Company	Everest Reinsurance Company	Gray Casualty & Surety Company
Submitted Entire Bid Package	Yes	Yes	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Inactive	Active	Active
Error in Bid	No	No	No



2024 CIP SEWER PIPELINE REPLACEMENT PROJECT LOCATION MAP

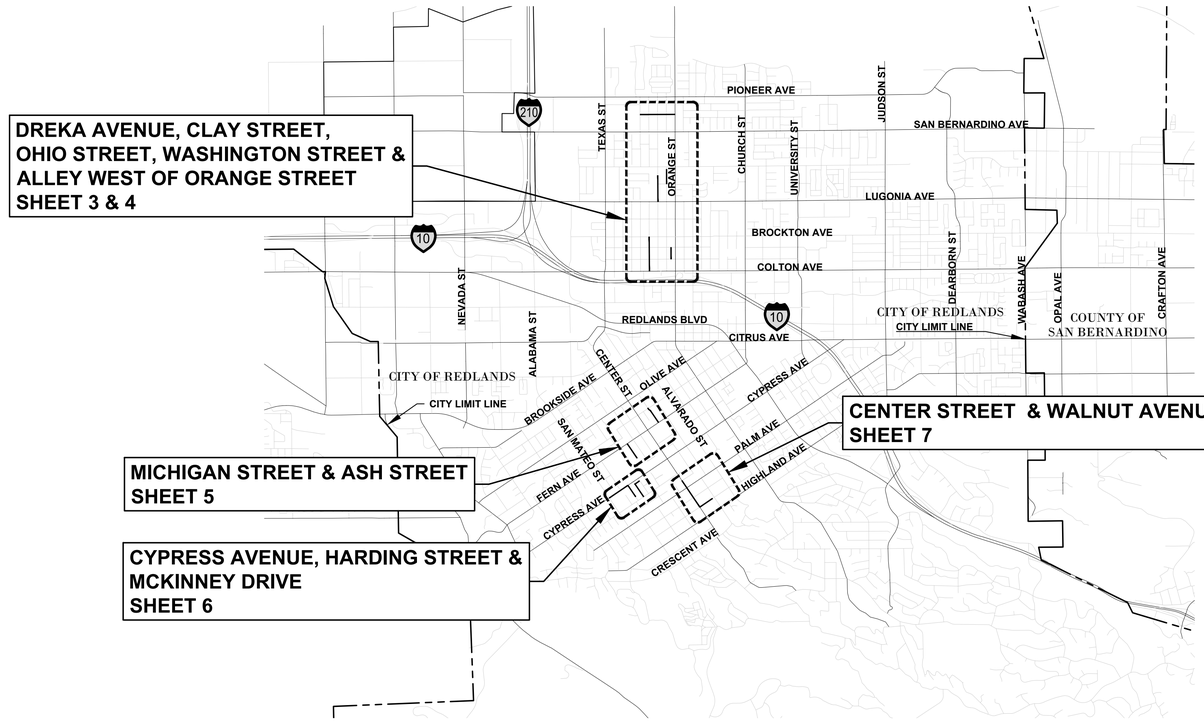
SEWER CIP FY 24/25

CONSTRUCTION PLANS FOR
CITY OF REDLANDS

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT

PROJECT No. 521032

SEPTEMBER 2024



VICINITY MAP
NTS

NORTH

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	GENERAL NOTES, CONSTRUCTION NOTES, SYMBOL LEGEND, AND DETAILS
3	DREKA AVENUE & CLAY STREET
4	OHIO STREET, WASHINGTON STREET & ALLEY WEST OF ORANGE STREET
5	MICHIGAN STREET & ASH STREET
6	CYPRESS AVENUE, HARDING STREET & MCKINNEY DRIVE
7	CENTER STREET & WALNUT AVENUE

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANGER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521032

TITLE SHEET & VICINITY MAP

F-1879

BENCHMARK						
Letter	Description	Date	Initial	Initial	Initial	

Revisions

Designed by: JS
Date: 09/2024
Checked by: GKD
Date: 09/2024
Drawn by: JS
Date: 09/2024
Checked by: GN
Date: 09/2024

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 9/3/2024 Date
Approved By:
Goutam K Dobey, City Engineer, R.C.E. 75646 — 9/3/2024 Date

Sheet 1 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2024 CIP Sewer Pipeline Replacement\6 DESIGN\F-1879 2024 SEWER PLAN.dwg

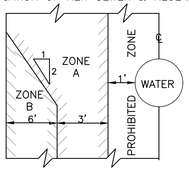
GENERAL NOTES:

1. NO PIPE JOINTS SHALL BE PERMITTED WITHIN ZONE D AND ZONE C. IF THAT CANNOT BE ACCOMPLISHED, THE NEW LINE SHALL BE ENCASED FOR THE FULL LENGTH OF THE RESPECTIVE ZONE.
2. NEW SEWER FORCE MAINS SHALL NOT BE PERMITTED IN ZONES A THROUGH D.
3. THE MATERIALS OF NEW LINES AT CROSSINGS SHALL BE CONSISTENT WITH OTHER NEW MATERIALS I.E., STEEL ON A STEEL LINE.
4. THESE CONSTRUCTION CRITERIA APPLY TO HOUSE SEWER LATERALS THAT CROSS ABOVE A WATER MAIN, BUT NOT TO THOSE THAT CROSS BELOW A WATER LINE.

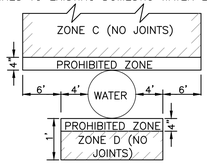
BASIC SEPARATION STANDARDS

1. PARALLEL CONSTRUCTION: THE HORIZONTAL DISTANCE BETWEEN DOMESTIC WATER AND RECLAIMED WATER LINES AND SEWER LINES SHALL BE AT LEAST 10 FEET, OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. PERPENDICULAR CONSTRUCTION (CROSSING): WATER LINES SHALL BE AT LEAST ONE FOOT ABOVE SEWER AND RECLAIMED WATER LINES WHERE THESE LINES MUST CROSS.
3. SPECIAL PROVISIONS: WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ALTERNATIVE CONSTRUCTION CRITERIA ARE SHOWN BELOW:

SITUATION:
LOCATION OF NEW SEWER & RECLAIMED WATER LINES TO EXISTING DOMESTIC WATER LINE.



PARALLEL CONSTRUCTION



PERPENDICULAR CROSSING

IF ANY SEWER OR RECLAIMED WATER PIPELINES ARE TO BE CONSTRUCTED WITHIN ANY OF THE ABOVE INDICATED ZONES, SPECIAL CONSTRUCTION SHALL BE REQUIRED AS DESCRIBED BELOW.

ZONE	SEWER	RECLAIMED WATER
A.	DO NOT LOCATE ANY PARALLEL SEWER OR RECLAIMED WATER LINES IN THIS AREA WITHOUT A STATE AND LOCAL HEALTH DEPARTMENT APPROVAL.	
B.	USE V.C.P., CLASS 200 PVC, OR D.I.P. WITH COMPRESSION JOINTS.	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
C.	USE D.I.P. WITH MECHANICAL JOINTS OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900
D.	USE D.I.P. OR CLASS 200 P.V.C. – AWWA C900	USE D.I.P., WELDED CML & C STEEL, OR CLASS 200 P.V.C. – AWWA C900

WATER AND SEWER SEPARATION STANDARDS

(MINIMUM REQUIREMENTS AS ESTABLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES)

GENERAL NOTES

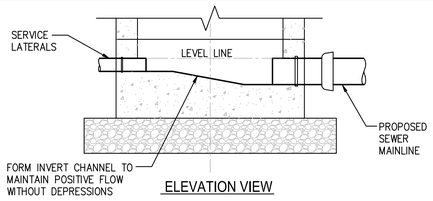
1. SEWER INSTALLATION IS TO BE IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS AND DETAIL DRAWINGS OF THE CITY OF REDLANDS LATEST REVISION THEREOF. IF ANY CONFLICTS ARISE SEE SECTION 2–5.2 OF THE GENERAL CONDITIONS.
2. ALL SEWER PIPE ELEVATIONS GIVEN REFER TO THE FLOWLINE INVERT ELEVATIONS.
3. PVC SEWER IS NOT PERMITTED ON ANY HORIZONTAL OR VERTICAL CURVE AND MUST BE LAID STRAIGHT BETWEEN STRUCTURES.
4. SEWER LATERALS SHALL BE CLEARLY MARKED WITH A 3–INCH TALL "S" CHISELED OR STAMPED IN THE CURB FACE.
5. REQUIRED SEPARATION OF THE WATER AND SEWER MAINS AND LATERALS SHALL BE STRICTLY ADHERED TO. INSTALLATION SHALL COMPLY WITH THE STATE DEPARTMENT OF HEALTH REGULATIONS AND THE DETAIL PROVIDED ON THIS SHEET.
6. SEWER LATERAL LOCATIONS SHALL NOT BE CHANGED MORE THAN 3 FEET (HORIZONTAL) WITHOUT AUTHORIZATION FROM THE CITY.
7. A MANDREL TEST SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR IN ACCORDANCE WITH THE CITY OF REDLANDS SANITARY SEWER SYSTEMS STANDARD SPECIFICATIONS. THE MANDREL, SHALL BE SUPPLIED BY THE CONTRACTOR, APPROVED BY THE CITY OF REDLANDS AND SHALL BE PULLED THROUGH THE PIPE BY HAND.
8. PRIOR TO PAVING OF STREETS OVER A NEW SEWER MAIN, ALL COMPACTION TESTS, AIR TESTS, MANDREL TESTS SHALL BE COMPLETED AND APPROVED BY THE CITY AND A COMPLETE SET OF AS–BUILT DRAWINGS SUBMITTED TO THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF THE AS–BUILT DRAWINGS.
9. MANHOLE RIM ELEVATIONS INDICATED HEREON ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL RIMS TO FINAL FINISH GRADE, IN COORDINATION WITH STREET IMPROVEMENTS.
10. CLEAN, HAUL, DISPOSE OF EXISTING PIPES, APPURTENANCES, MANHOLES PER SPECIFICATIONS. CONTRACTOR RESPONSIBLE FOR ALL APPLICABLE REGULATIONS AND WORKER SAFETY.
11. AFTER SEWER CONSTRUCTION IS SUBSTANTIALLY COMPLETE, BUT PRIOR TO FINAL APPROVAL, CONTRACTOR SHALL PROVIDE AN INTERNAL DIGITAL VIDEO RECORDING OF THE ENTIRE PIPE REACHES INSTALLED IN ACCORDANCE WITH SECTION 500–1.1.5.
12. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS AND SHALL PAY ALL COSTS TO RE–ESTABLISH ANY MONUMENTS DESTROYED OR DISTURBED DURING THE COURSE OF CONSTRUCTION. ALL WORK SHALL BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF CALIFORNIA AND PER SPECIFICATIONS.
13. ALL STATIONING IS BASED ON THE CENTERLINE OF THE STREET, UNLESS OTHERWISE INDICATED.
14. THE PLANS WERE PREPARED USING DATA FROM THE CITY OF REDLANDS GIS DEPARTMENT, THEREFORE SEWER LINE & LATERALS, CENTERLINE AND PARCEL LINES ARE APPROXIMATE AND FOR REFERENCE ONLY. THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF ALL STREETS BY RECORD MAPS FOR ALL REQUIRED CONSTRUCTION STAKING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY ADDITIONAL SURVEY RESEARCH OR INVESTIGATION TO COMPLETE STAKING. ADDITIONAL LATERALS NOT EXPLICITLY DEPICTED ON THE PLAN MAY EXIST. EXERCISE CAUTION AND THOROUGH INSPECTION DURING ON–SITE VERIFICATION TO ACCOUNT FOR ANY ADDITIONAL LATERALS.
15. IF SATURATED SOIL IS ENCOUNTERED DUE TO LEAKS IN THE EXISTING UTILITIES, THE CONTRACTOR SHALL REMOVE SATURATED MATERIAL AND REPLACE WITH A SUITABLE BACKFILL MATERIAL UNTIL ADEQUATE COMPACTION CAN BE ATTAINED BY VERIFICATION FROM THE CITY'S GEOTECHNICAL ENGINEER. PRIOR TO ANY REMOVAL OF SATURATED MATERIAL, CONTRACTOR SHALL DISCUSS THE METHODS OF REMEDIATION WITH THE CITY'S REPRESENTATIVE. APPROVAL FROM THE CITY, OR THE CITY'S REPRESENTATIVE, SHALL BE OBTAINED FOR ANY AMOUNT OF SATURATED MATERIAL REMOVAL IN WHICH THE CONTRACTOR ANTICIPATES TO BE COMPENSATED FOR. IF APPROVAL IS NOT OBTAINED, ALL COSTS SHALL BE BORNE BY THE CONTRACTOR. UP TO A 14 DAY DELAY IN THE PAVING OPERATIONS MAY BE REQUESTED AFTER ALL LEAKS HAVE BEEN RESOLVED TO PROVIDE TIME FOR EXCESS MOISTURE TO DISSIPATE, AT NO ADDITIONAL COST TO THE CITY. BASE OR AN APPROVED BACKFILL MATERIAL SHALL BE INSTALLED WITHIN THE TRENCH TO THE EXISTING PAVEMENT SURFACE AND MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF REQUESTED DELAY. A NO COST CHANGE ORDER WILL BE PREPARED TO PROVIDE THE CONTRACTOR WITH ADDITIONAL CONTRACT TIME IF SUCH DELAY IS REQUESTED BY THE CITY.
16. BACKFILL UNDER ALL WATERLINES, IRRIGATION LINES OR STORM DRAINS CROSSING THE NEW PIPE TRENCH TO WITHIN ONE FOOT OF THE EXPOSED LINE. BACKFILL THE REMAINDER OF THE TRENCH BENEATH THE LINE AND TO ITS SPRINGLINE, OR 12 INCHES ABOVE THE INVERT FOR STORM DRAIN CHANNELS, WITH 1–1/2 SACK CONCRETE SLURRY.
17. ANY LATERALS INSTALLED INTO A TERMINUS MH SHALL BE INSTALLED PER DETAIL ON THIS SHEET
18. PROTRUDING LATERALS SHALL BE TRIMMED FLUSH WITH THE INSIDE OF THE MAIN SEWER WALL PRIOR TO INSTALLATION OF THE CIPP. TRIMMING SHALL NOT CAUSE DAMAGE TO THE LATERAL OR SERVICE BEYOND THE INSIDE FACE OF THE MAIN SEWER. ADDITIONAL LATERALS NOT EXPLICITLY DEPICTED ON THE PLAN MAY EXIST. EXERCISE CAUTION AND THOROUGH INSPECTION DURING ON–SITE VERIFICATION TO ACCOUNT FOR ANY ADDITIONAL LATERALS.

Under ground Service Alert of Southern California
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1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

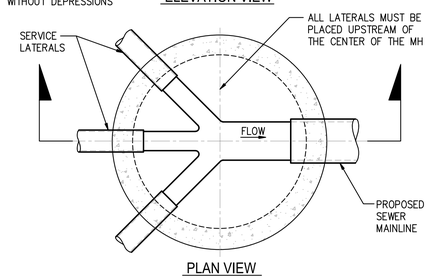
ENGINEER'S NOTICE TO CONTRACTOR

THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY



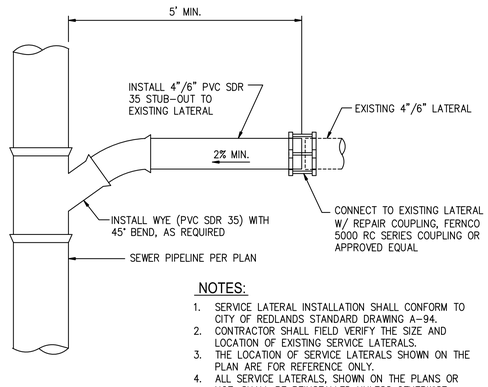
ELEVATION VIEW



PLAN VIEW

TERMINUS MH WITH LATERALS DETAIL 1/2

NOT TO SCALE

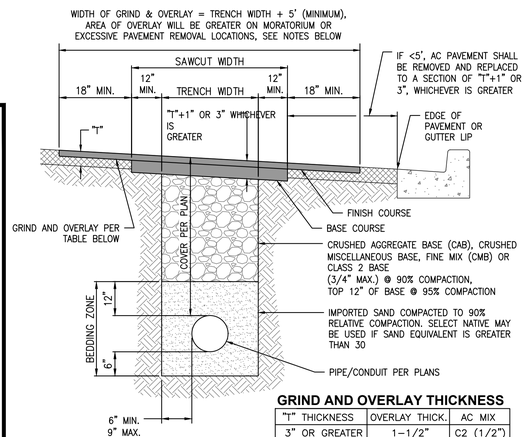


NOTES:

1. SERVICE LATERAL INSTALLATION SHALL CONFORM TO CITY OF REDLANDS STANDARD DRAWING A–94.
2. CONTRACTOR SHALL FIELD VERIFY THE SIZE AND LOCATION OF EXISTING SERVICE LATERALS.
3. THE LOCATION OF SERVICE LATERALS SHOWN ON THE PLAN ARE FOR REFERENCE ONLY.
4. ALL SERVICE LATERALS, SHOWN ON THE PLANS OR NOT, SHALL BE REINSTALLED UNLESS OTHERWISE DIRECTED BY THE CITY.

SERVICE LATERAL CONNECTION DETAIL 2/2

NOT TO SCALE



GRIND AND OVERLAY THICKNESS

"T" THICKNESS	OVERLAY THICK.	AC MIX
3" OR GREATER	1–1/2"	C2 (1/2")
2" TO <3"	1"	D1 (3/8")
<2"	NONE	N/A

NOTES

1. SEE STD. DWG. NUMBER 190 FOR TRENCH REPAIR GENERAL NOTES.
2. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
3. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
4. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.

TYPICAL TRENCH, BEDDING & SURFACE RESTORATION DETAIL 5/2

NOT TO SCALE

TRENCH REPAIR GENERAL NOTES

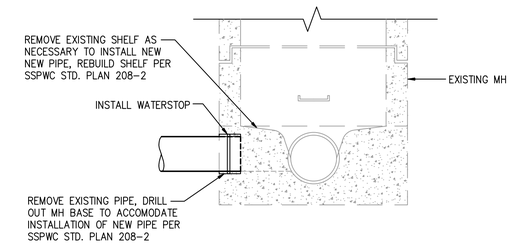
1. ALL PAVEMENT REPAIR WORK SHALL CONFORM TO THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, 2021 GREENBOOK AND ANY ADDITIONAL REQUIREMENTS LISTED WITHIN THE PLANS OR PERMIT.
2. ALL TRENCH ACTIVITY SHALL BE REPAIRED WITH A T–CUT REPAIR AS SHOWN ON STD. DWG. NUMBER 191. A BUTT JOINT TRENCH REPAIR, PER STD. DWG. NUMBER 192, SHALL ONLY BE USED WHEN APPROVED IN WRITING BY THE CITY ENGINEER.
3. THERE SHALL BE NO TRENCHING ACTIVITY ON STREETS PAVED OR RESURFACED WITHIN THE PREVIOUS 5 YEARS UNLESS OTHERWISE AUTHORIZED BY THE CITY ENGINEER, SEE SECTION 6.3 OF GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION.
4. IN THE EVENT TRENCHING IS AUTHORIZED FOR A MORATORIUM STREET, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
5. WHEN "EXCESSIVE PAVEMENT REMOVAL" OCCURS, AS DEFINED BY SECTION 8.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS, LATEST EDITION, THE OVERLAY AREA WILL BE DETERMINED BY STD. DWG. NUMBER 193.
6. PRIOR TO THE PAVEMENT REPAIR, SAWCUT A CLEAN, STRAIGHT, VERTICAL FACE AT 12" MINIMUM BEYOND THE EDGE OF THE REQUIRED TRENCH WIDTH. ALL LIQUIDS GENERATED BY SAWCUTTING SHALL BE CAPTURED AND DISPOSED OF ACCORDINGLY.
7. A MINIMUM OF 2" OF TEMPORARY ASPHALT PAVEMENT SHALL BE INSTALLED WITHIN THE TRENCH AREA. TEMPORARY PAVING SHALL BE FLUSH WITH SURROUNDING GRADE AND MAINTAINED UNTIL PERMANENT ASPHALT IS INSTALLED.
8. BASE COURSE SHALL BE "B PG 64–10" SHALL BE COMPLETED IN LIFTS BETWEEN 2" AND 3" AND COMPACTED TO 95% RELATIVE COMPACTION.
9. FINISH COURSE SHALL BE "C2 PG 64–10" OR "D1 PG 64–10" (1/2" OR 3/8"), DEPENDING ON OVERLAY THICKNESS, PER STD. DWG. 191 AND COMPACTED TO 95% RELATIVE COMPACTION.
10. BASE PAVEMENT SHALL BE INSTALLED FLUSH WITH THE SURROUNDING GRADE AND GRINDED DOWN TO THE THICKNESS OF THE OVERLAY WHEN THE FINISH COURSE OVERLAY IS INSTALLED.
11. A MINIMUM OF 72 HOURS SHALL PASS BETWEEN THE INSTALLATION OF THE BASE COURSE TO THE INSTALLATION OF THE FINISH COURSE. NOTIFY THE INSPECTOR AT THE START OF THE 72 HOURS TO ALLOW TIME FOR INSPECTION PRIOR TO THE INSTALLATION OF THE FINISH COURSE.
12. APPLY A TACK COAT TO ALL VERTICAL EDGES AND SURFACES TO BE CAPPED.
13. APPLY A SEAL COAT AND #30 SILICA SAND TO FINISHED EDGES USING SS1H ASPHALT EMULSION.
14. ALL PAVEMENT REPAIR SHALL BE COMPLETED WITH LIKE MATERIALS, I.E. ARHM SHALL BE REPLACED WITH ARHM.
15. TRAFFIC CONTROL SHALL REMAIN IN PLACE UNTIL THE NEW PAVEMENT IS ALLOWED TO COOL TO A POINT THAT IT CAN SUSTAIN MOTOR VEHICLES WITHOUT DAMAGING THE FINISHED SURFACE. ANY TRACKING SHALL BE CORRECTED BY THE CONTRACTOR IN CONFORMANCE WITH THE REDBOOK.
16. ALL UNDERGROUND SERVICE ALERT (USA) MARKINGS SHALL BE REMOVED BY THE CONTRACTOR OR PERMIT HOLDER IN ACCORDANCE WITH SECTION 3.5 OF THE GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS.

SYMBOL LEGEND

EXISTING SEWER AND MANHOLE	PROPOSED SEWER REPLACEMENT
EXISTING SEWER LATERAL	PROPOSED CIPP
ROADWAY CENTERLINE	PROPOSED SPOT REPAIR
PROPERTY – R/W LINE	1234 STREET ADDRESS
EXISTING CURB & GUTTER	F34 34 MANHOLE IDENTIFICATION #
DETAIL SCALE 1 – 1	DETAIL NUMBER / "SHOWN ON" SHEET NUMBER

CONSTRUCTION NOTES — QUANTITIES

1	REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE	2,369 LF
2	REMOVE EXISTING 10" PIPE AND REPLACE WITH 10" SDR 35 PVC PIPE	75 LF
3	COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2	247 EA
4	RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2	88 EA
5	INSTALL CURED–IN–PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE	4,737 LF
6	INSTALL CURED–IN–PLACE PIPE (CIPP) WITHIN EXISTING 10" PIPE	1,107 LF
7	RE–ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP	150 EA
8	REMOVAL OF PROTRUDING LATERAL FOR CURED–IN–PLACE PIPE (CIPP)	10 EA
9	PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2	PER PLAN
10	REMOVE EXISTING CLEANOUT	1 EA
11	REMOVE EXISTING MANHOLE	10 EA
12	CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A–101	13 EA

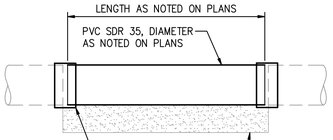


NOTES:

1. ORIENTATION OF INLET/OUTLET MAY VARY FROM WHAT IS SHOWN.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING MAHNOLE, PIPES, BASE OR SHELF.

EXISTING MANHOLE CONNECTION DETAIL 3/2

NOT TO SCALE



NOTES:

1. ADJUST CONNECTION TO MINIMIZE OFFSET AT PIPE FLOWLINE CONNECTION.
2. NEOPRENE REDUCER BUSHING MAY BE REQUIRED TO MINIMIZE OFFSET AT CONNECTION POINT.
3. NO CONNECTION WILL BE ALLOWED AT BELL END OF VCP, CUT BELL OFF VCP PRIOR TO MAKING CONNECTION.
4. CONTRACTOR SHALL ENSURE ALL DAMAGED AREAS OF PIPE ARE REMOVED AND REPLACED WITHIN DISTANCE SPECIFIED ON PLANS.
5. IF ADDITIONAL REPAIR DISTANCE IS REQUIRED ABOVE WHAT IS SHOWN ON PLANS, NOTIFY CITY PRIOR TO COMPLETING WORK.

TYPICAL SPOT REPAIR DETAIL 4/2

NOT TO SCALE

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521032

GENERAL NOTES, CONSTRUCTION NOTES, SYMBOL LEGEND AND DETAILS

Designed by: JS
Date: 09/2024
Checked by: GKD
Date: 09/2024
Drawn by: JS
Date: 09/2024
Checked by: GN
Date: 09/2024

Reviewed By: 9/3/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 9/3/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

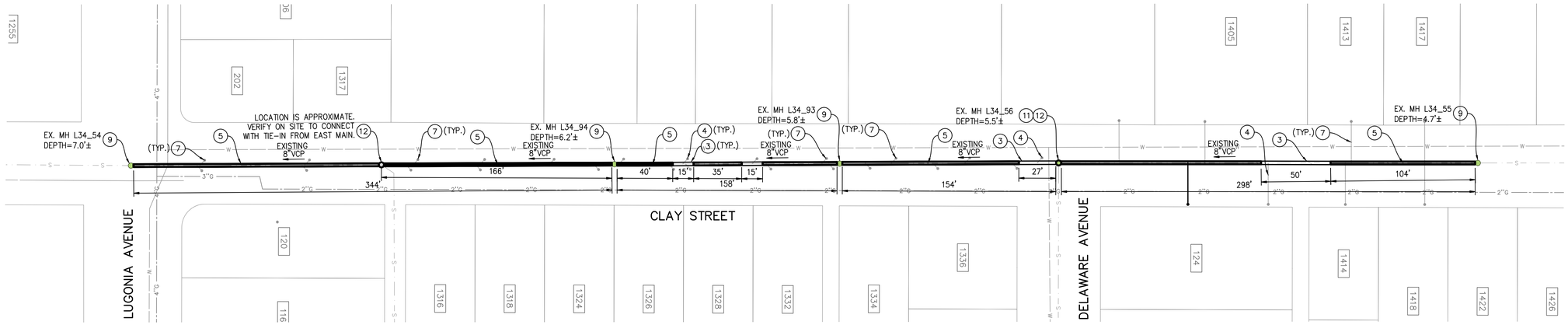
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DREKA AVENUE
SCALE: 1"=40'



CLAY STREET
SCALE: 1"=40'

CONSTRUCTION NOTES

(3) COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2

(4) RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2

(5) INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE

(7) RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP

(9) PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2

(11) REMOVE EXISTING MANHOLE

(12) CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

LEGEND

PROPOSED SEWER REPLACEMENT

PROPOSED CIPP

PROPOSED SPOT REPAIR

PROPOSED MANHOLE INSTALLATION

EXISTING SEWER AND MANHOLE

EXISTING SEWER LATERAL

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*** * * * * * * NOTE: * * * * * * ***
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LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 CIP SEWER PIPELINE REPLACEMENT
PROJECT NO. 521032

DREKA AVENUE & CLAY STREET

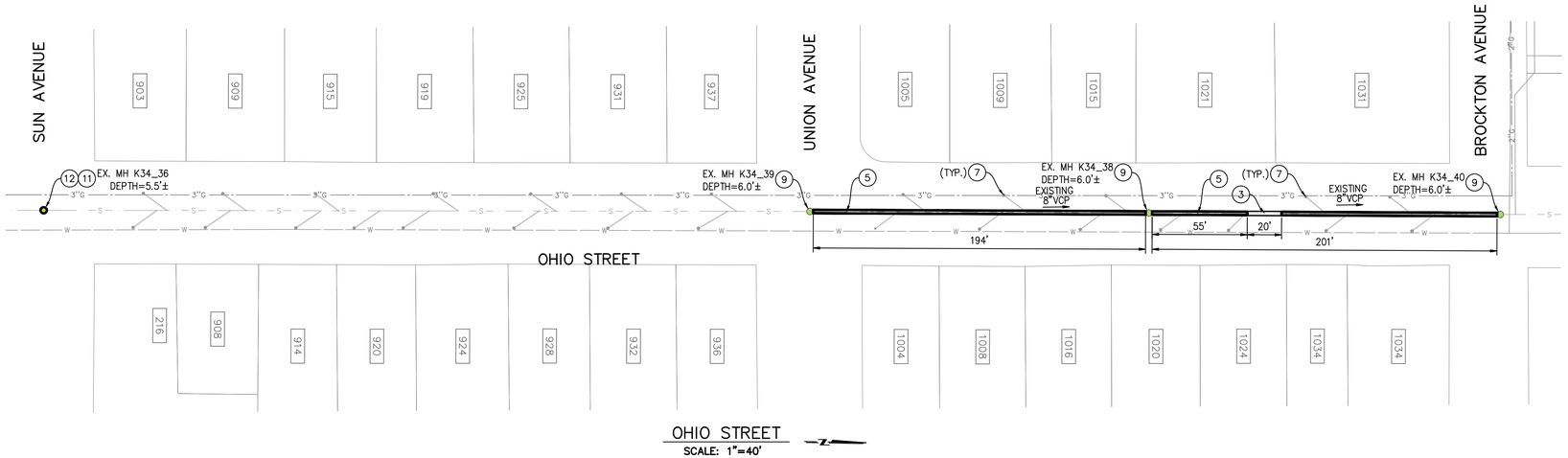
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Checked by: GKD
Date: 09/2024
Drawn by: JS
Date: 09/2024
Checked by: GN
Date: 09/2024

Reviewed By:
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 9/3/2024 Date
Approved By:
Goutam K Dobey, City Engineer, R.C.E. 75646 — 9/3/2024 Date

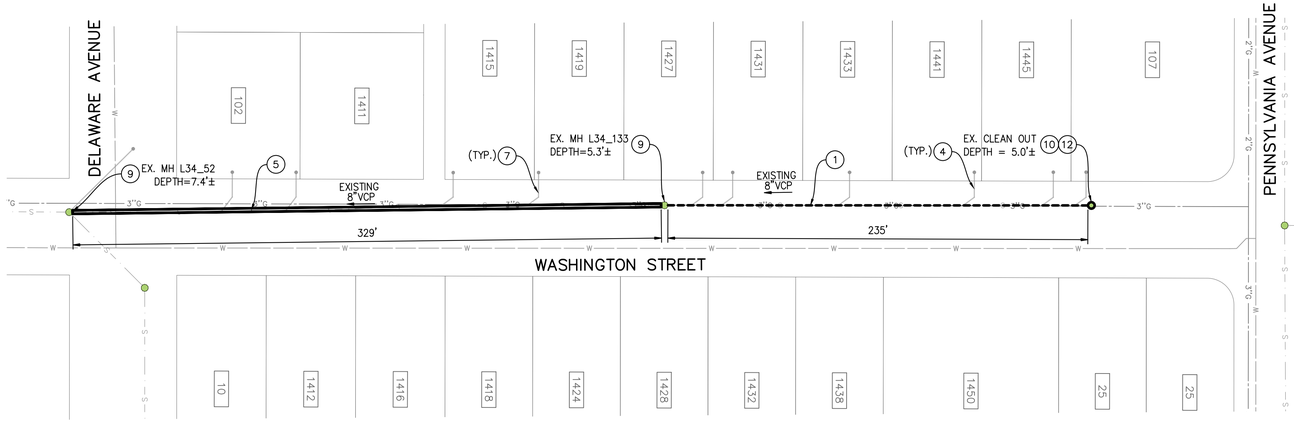
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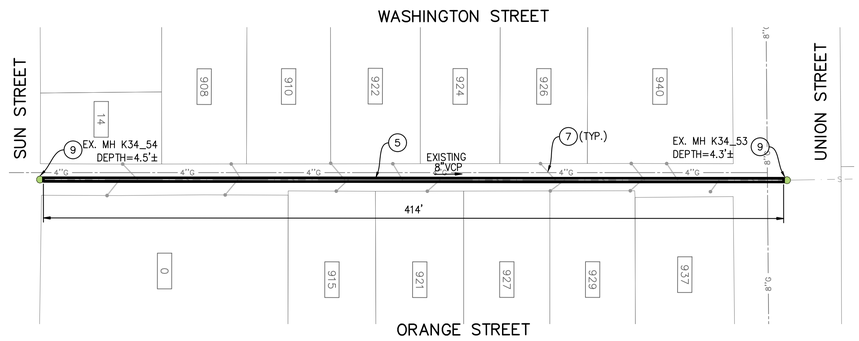
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OHIO STREET
SCALE: 1"=40'



WASHINGTON STREET
SCALE: 1"=40'



ALLEY WEST OF ORANGE STREET
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
3. COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
7. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
10. REMOVE EXISTING CLEANOUT
11. REMOVE EXISTING MANHOLE
12. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

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IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

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	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521032

OHIO STREET, WASHINGTON STREET & ALLEY WEST OF ORANGE STREET

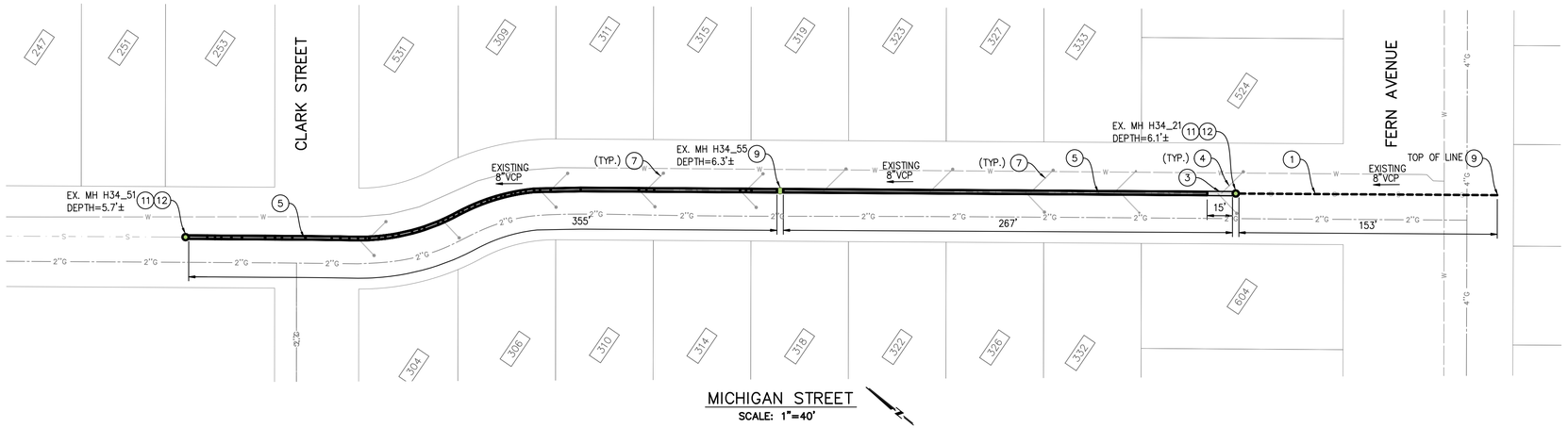
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Reviewed By: 9/3/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 9/3/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 4 of 7 Sheets
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Vert. N/A

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MICHIGAN STREET
SCALE: 1"=40'



ASH STREET
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

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12. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

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Revisions

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
No. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521032

MICHIGAN STREET & ASH STREET

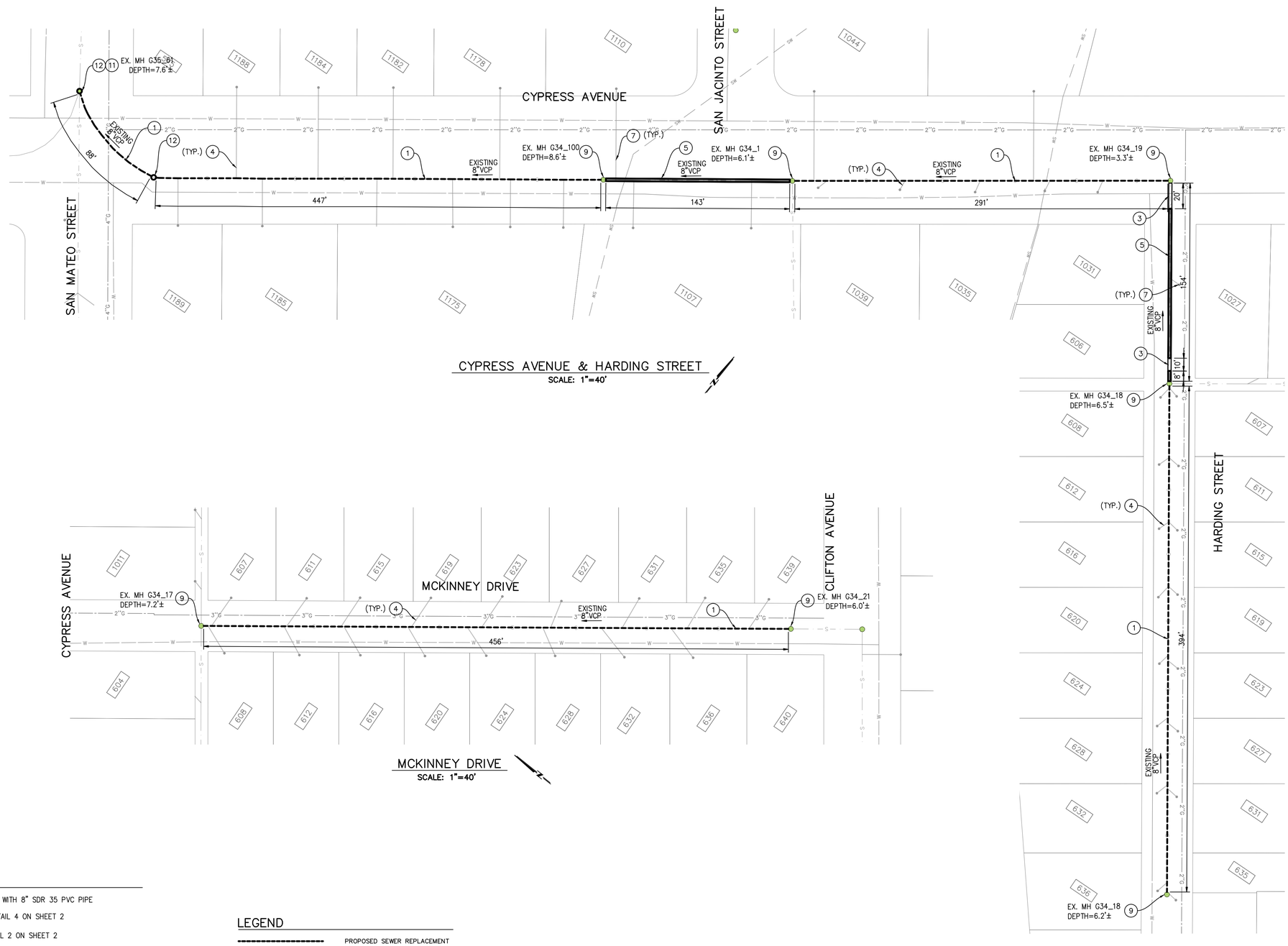
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Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 9/3/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 5 of 7 Sheets
Scale: Horiz. AS SHOWN
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F-1879

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CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
3. COMPLETE 8"/10" SPOT REPAIR PER DETAIL 4 ON SHEET 2
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
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7. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
11. REMOVE EXISTING MANHOLE
12. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
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IF NOT 2" – SCALE ACCORDINGLY

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

BENCHMARK

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521032

CYPRESS AVENUE, HARDING STREET & MCKINNEY DRIVE

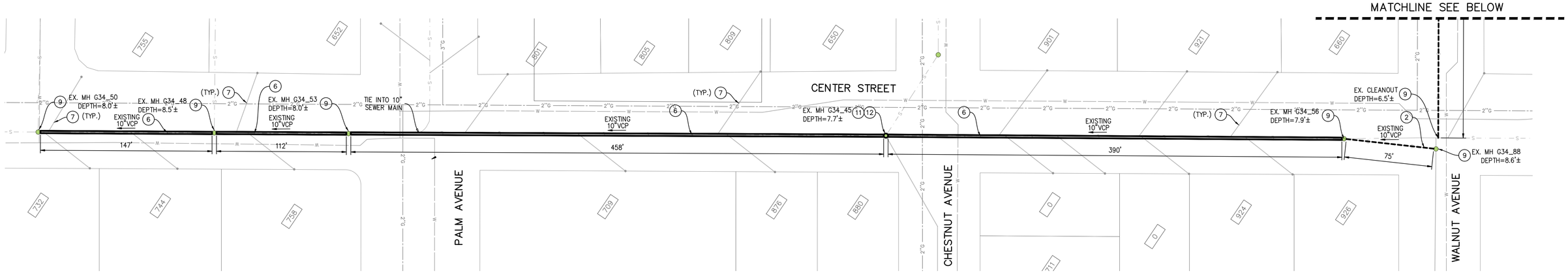
Designed by: JS
Date: 09/2024
Checked by: GKD
Date: 09/2024
Drawn by: JS
Date: 09/2024
Checked by: GN
Date: 09/2024

Reviewed By: Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 — 9/3/2024 Date
Approved By: Goutam K Dobey, City Engineer, R.C.E. 75646 — 9/3/2024 Date

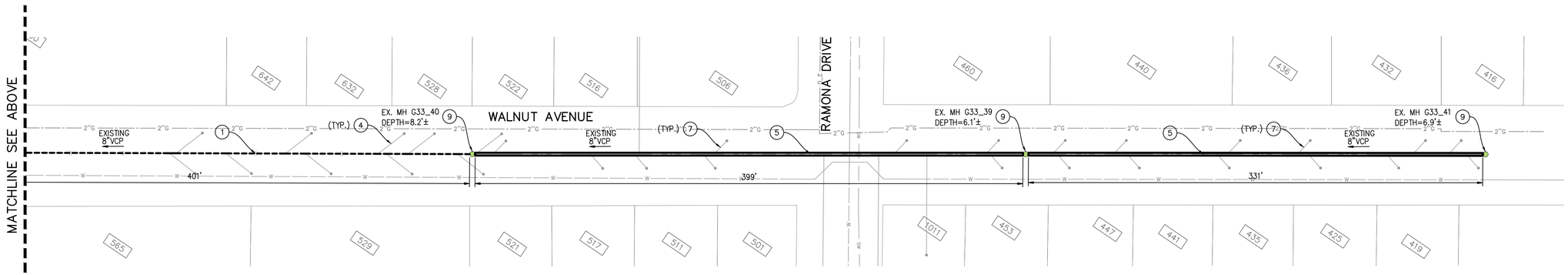
Sheet 6 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1879

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CENTER STREET
SCALE: 1"=40'



WALNUT AVENUE
SCALE: 1"=40'

LEGEND

- PROPOSED SEWER REPLACEMENT
- PROPOSED CIPP
- PROPOSED SPOT REPAIR
- PROPOSED MANHOLE INSTALLATION
- EXISTING SEWER AND MANHOLE
- EXISTING SEWER LATERAL

CONSTRUCTION NOTES

1. REMOVE EXISTING 8" PIPE AND REPLACE WITH 8" SDR 35 PVC PIPE
2. REMOVE EXISTING 10" PIPE AND REPLACE WITH 10" SDR 35 PVC PIPE
4. RECONNECT SERVICE LATERAL PER DETAIL 2 ON SHEET 2
5. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 8" PIPE
6. INSTALL CURED-IN-PLACE PIPE (CIPP) WITHIN EXISTING 10" PIPE
7. RE-ESTABLISH SERVICE LATERAL FOLLOWING INSTALLATION OF CIPP
9. PROTECT MANHOLE IN PLACE AND CONNECT PER DETAIL 3 ON SHEET 2
11. REMOVE EXISTING MANHOLE
12. CONSTRUCT 48"ø MANHOLE PER STANDARD DRAWING NO. A-101

GRAPHIC SCALE
0 40' 80'
SCALE: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT NO. 521032

CENTER STREET AND WALNUT AVENUE

Designed by: JS
Date: 09/2024
Checked by: GKD
Date: 09/2024
Drawn by: JS
Date: 09/2024
Checked by: GN
Date: 09/2024

Reviewed By: 9/3/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 9/3/2024
Goutam K Dobey, City Engineer, R.C.E. 75646 Date

Sheet 7 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. N/A

F-1879

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

*** * * * * * * NOTE: * * * * * * ***
SEWER LATERAL LOCATIONS SHOWN ON PLANS ARE INTENDED FOR SCHEMATIC PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL SEWER LATERALS PRIOR TO START OF CONSTRUCTION AT EACH LOCATION. ALL LATERALS FOUND DURING CONSTRUCTION SHALL BE CONSIDERED ACTIVE AND REPLACED PER DETAIL PROVIDED.

*** * * * * * * NOTE: * * * * * * ***
ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK
NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

K:\Capital Projects\521900 WASTEWATER FUND AND PROJECTS\2024 CIP Sewer Pipeline Replacement\6 DESIGN\F-1879 2024 SEWER PLAN.dwg

CITY OF REDLANDS
MUNICIPAL UTILITIES &
ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521032

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

.

SEPTEMBER 2024

RECYCLED PAPER

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT PROJECT NO. 521032

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

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

SEPTEMBER 2024

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2024 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521032

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
2024 CIP SEWER PIPELINE REPLACEMENT PROJECT
Project No. 521032

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 **September 19, 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: 2024 CIP SEWER PIPELINE REPLACEMENT PROJECT, Project No. 521032.**

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 Johana Silva, Project Manager, at 909-798-7584 Ext 7. 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

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
2024 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521032

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: 2024 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521032

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
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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

2024 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521032

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Base Bid Price)	LUMP SUM	N/A	$_____
2	Traffic Control	LUMP SUM	N/A	$_____
3	Erosion Control Plan	LUMP SUM	N/A	$_____
4	Survey	LUMP SUM	N/A	$_____
5	Remove and Replace with 8" SDR 35 PVC Pipe	2,369 LF	$_____/LF	$_____
6	Remove and Replace with 10" SDR 35 PVC Pipe	75 LF	$_____/LF	$_____
7	Reconnect Service Laterals	88 EA	$_____/EA	$_____
8	CIPP 8" Pipe	4,737 LF	$_____/LF	$_____
9	CIPP 10" Pipe	1,107 LF	$_____/LF	$_____
10	Reestablish Lateral Connections following CIPP	150 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
11	Removal of Protruding Lateral for CIPP	10 EA	$_____/EA	$_____
12	8"/10" Spot Repair	247 LF	$_____/LF	$_____
13	Remove Existing Cleanout	1 EA	$_____/EA	$_____
14	Remove Existing Manhole	10 EA	$_____/EA	$_____
15	Construct 48" Manhole	13 EA	$_____/EA	$_____
16	Flow Bypass	LUMP SUM	N/A	$_____
17	Testing of CIPP Liner	4 EA	$_____/EA	$_____
18	Demobilization	LUMP SUM	N/A	$_____
19	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$ 75,000.00
			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 12. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____ Company Name

_____ Signature

_____ Address

_____ Name

_____ City, State, Zip

_____ Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the PROJECT NO. 521032.

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. 521032 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. 521032, 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. 521032 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: ( ) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: ( ) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: ( ) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

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CONTRACT DOCUMENTS
(CD)

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PUBLIC WORKS CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 20__, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **2024 CIP SEWER PIPELINE REPLACEMENT PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2024 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521032** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within sixty (60) working days 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)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
2024 CIP SEWER PIPELINE REPLACEMENT PROJECT
PROJECT NO. 521032

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 _____, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as _____ and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and

conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

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

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 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 _____, 20__, and identified as **2024 CIP SEWER PIPELINE REPLACEMENT PROJECT, PROJECT NO. 521032** 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)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address: _____

_____

Telephone: ( )_____

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GENERAL CONDITIONS
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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way, the Contractor shall obtain their own Caltrans Encroachment Permit and pay all necessary permit and inspection fees as required by Caltrans.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location of said meetings. Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other

location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.
The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the

drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*
The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.

Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:
All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 [commencing with Section 16700] of Part 2 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

5-1.2 General.

The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*
Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called "Kick- Back Statute" (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:

The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*
Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory

- If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
- If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City

harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;
4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.

Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said

devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be

responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer

said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor’s property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown

area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the

work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per working day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall

indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*
No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700 of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*
Asphalt emulsion shall be a QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, “Test Reports and Certification”, and Subsection 203-1.2, “Testing Requirements” of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*
The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:
"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*
"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas

adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."

301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per

plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
    4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
    4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt

concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
    4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
    4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed

of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working

width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture

shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65°F (18°C).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*
If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A

drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be

averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.

Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack

sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures, manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*

No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City’s right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint

will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3 m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and

face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10' thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

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GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

PART ONE -- GENERAL

1. COORDINATION OF WORK

The Contractor shall submit the construction schedule in accordance with Section 03121 of these specifications.

The Contractor shall arrange the schedule of work, but it must adhere to the following restrictions:

1. Contractor shall schedule full work days of operation until funds are exhausted.
2. Citywide events calendar shall be considered with the schedule for construction.
3. The events calendar will be provided at the pre-construction meeting. Updated events calendar will be provided during subsequent weekly construction meetings.
4. Construction around school zone shall be taken into consideration to avoid interference with the drop-off and pick-up times for each specific school.
5. Detailed construction activities and construction schedule will be provided during weekly construction meetings.
6. The Cured-In-Place Pipe (CIPP) lining and Remove and Replace (R&R) processes shall be executed concurrently. All contractors involved in CIPP and R&R activities are responsible for coordinating their efforts to meet this requirement.

1.2 UTILITY COORDINATION

During construction, if City owned utility facilities are damaged, contractor shall inform the City. City crew will respond within two hours and assess the condition, and perform any necessary remedial work as quickly as possible. No additional compensation will be granted to the contractor for any delay due to the damage and repair of the utility facility. Other utilities not owned by the City, contractor should notify and coordinate with the utility owner.

END OF SECTION

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SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Non-potable pipeline installation;

2. Potable pipeline installation;

3. Non-potable pipeline connection points;

4. Potable pipeline connection points;

5. Resurfacing operations;

6. Variations to accommodate night work;

7. All required detours;

8. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

9. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways during the pipeline installation with appropriate traffic control and flaggers;

b. Contractor shall install non-potable pipeline first and be fully operational prior to the start of the potable pipeline;

c. On street parking, where currently available, shall be open to the public outside of working hours; and

d. Colton Avenue between New York Avenue and Orange Street may be closed to thru traffic during the resurfacing operations; and

e. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans and SANBAG.

END OF SECTION

SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the 2024 CIP Sewer Pipeline Replacement Project, Project No. 521032 for the City of Redlands, all in accordance with the Contract Documents.

B. The following contract drawings are made a part of these Contract Documents:

Title	Sheet No.
Title Sheet & Vicinity Map	1
General Notes, Construction Notes, Symbol Legend and Details	2
Sewer Pipeline Replacement/Rehabilitation Plans	3-7

1.2 GENERAL SCOPE OF WORK

A. Work In This Contract: Work in this Contract includes all labor, materials and equipment necessary for construction of 2024 CIP Sewer Pipeline Replacement Project, Project No. 521032 as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of furnishing and installing all pipe, fittings, manholes, CIPP, and appurtenances; testing all pipelines; all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all utility location and verification (excavating, exposing, and verifying top, bottom, and side of utility facilities); all pavement removal and disposal; all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); compacting; protecting in place or removing and replacing all existing utilities, manholes, trees, and public and private improvements; replacing all asphalt concrete pavement; pavement striping and restriping; testing all pipelines; destroyed survey monuments; disposing of excess soil and rock material and restoring all areas and improvements to pre-construction conditions.

2. The Contractor shall, upon completion of the pipeline construction and appurtenances required herein, initially operate all components of the Contract Work furnished and installed by Contractor, and make any additional adjustments, corrections, repairs, replacements, and reconstructions necessary to provide the City with complete, correctly operating pipeline and appurtenances.

END OF SECTION

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SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the General Requirements, and Specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required within Section 01721. The bid price shall include, but not limited to, preliminary construction schedule, bonds, insurance, installation and relocation of information signs, shop drawings, catalog submittals and shall constitute full compensation for all labor,

material, equipment and incidentals required. The bid price for mobilization shall not exceed 5 percent of the Bid Schedule total price.

2. Traffic Control Plan, Bid Item 2:

Payment for Traffic Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted to complete the Traffic Control Plan per Section 01111.

The installation and implementation of traffic control items shall be included throughout bid items and the specific traffic control required for installing each item.

3. Erosion Control Plan, Bid Item 3:

Payment for Erosion Control Plan shall be made at the contract lump sum price and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted within Section 01572.

Payment for the Erosion Control Plan shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

4. Survey, Bid Item 4:

Payment for Survey shall be made at the contract lump sum price and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Survey shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

5. Remove & Replace Existing 8” Pipe with 8” SDR 35 PVC Pipe, Bid Item 5:

Payment for Remove & Replace Existing 8” Pipe with 8” SDR 35 PVC Pipe shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4” crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any

damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

6. Remove & Replace Existing 10" Pipe with 10" SDR 35 PVC Pipe, Bid Item 6:

Payment for Remove & Replace Existing 10" Pipe with 10" SDR 35 PVC Pipe shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

7. Reconnect Sewer Lateral, Bid Item 7:

Payment for Reconnect Sewer Lateral shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per Detail 2 on Sheet 2 of the plans and all specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, cutting of lateral pipes, handling and disposal of unsuitable and waste material, pipe and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4" crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, final paving, testing, protecting in place

or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

8. CIPP 8" Pipe, Bid Item 8:

Payment for CIPP 8" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 8" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, bypass pumping, pipeline cleaning including debris and root removal, materials and storage of materials to be used for the CIPP process, CCTV inspection, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

9. CIPP 10" Pipe, Bid Item 9:

Payment for CIPP 10" Pipe shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install CIPP 10" Pipe complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, bypass pumping, pipeline cleaning including debris and root removal, materials and storage of materials to be used for the CIPP process, CCTV inspection, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

10. Re-establish Lateral Connections following CIPP, Bid Item 10:

Payment for Re-establish Lateral Connection following CIPP shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install Re-establish Lateral Connection following CIPP complete in place per the plans and specifications.

The price shall include, but not be limited to, traffic control, bypass pumping, pipeline cleaning including debris and root removal, CCTV inspection, disposal of debris, cleaning, pre and post installation video inspection, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

11. Removal of Protruding Lateral for CIPP, Bid Item 11:

Payment for Protruding Lateral Removal shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required for location verification and trimming of protruding laterals and capping if required for the jointing and connecting of service laterals to existing sanitary service.

The price shall include, but not be limited to, traffic control, disposal of debris, cleaning, pre and post installation video inspection, lateral verification, lateral reinstatement, quality control and all labor, materials, tools, incidentals, and equipment required to complete the work.

12. 8”/10” Spot Repair, Bid Item 12:

Payment for 8”/10” Spot Repair shall be made at the contract unit price per linear foot and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the pipeline complete in place per the plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, trenching, trench protection for workers removal and disposal of existing sewer pipe, handling and disposal of unsuitable and waste material, pipe, couplings and appurtenances, pipe bedding and trench backfilling (including imported material, or select native if approved by the Engineer), compacting to a minimum of 95% relative compaction, placing and compacting 4” crushed aggregate base to 95% relative compaction, placing temporary asphalt concrete, replacing prior to final paving any damaged concrete gutters from expansion joint to expansion joint, including dowels at each joint, final paving, required testing, CCTV inspection, or re-inspection, if required, of the pipeline, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

Measurement shall be made horizontally along the centerline of the newly completed PVC pipeline, without deducting for pipeline fittings or appurtenances.

13. Remove Existing Cleanout, Bid Item 13:

Payment for Remove Existing Cleanout shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per plans and specifications.

The bid price shall include, but not be limited to all necessary trench protection, traffic control, pavement saw cutting and removal, excavation, trench protection for workers removal and disposal of existing materials, handling and disposal of unsuitable and waste material, pipe and appurtenances, backfilling, placing temporary asphalt concrete, final paving, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

14. Remove Existing Manhole, Bid Item 14:

Payment for Remove Existing Manhole shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per plans and specifications.

The bid price shall include, but not be limited to all necessary trench protection, traffic control, pavement saw cutting and removal, excavation, trench protection for workers removal and disposal of existing materials, handling and disposal of unsuitable and waste material, pipe and appurtenances, backfilling, placing temporary asphalt concrete, final paving, protecting in place or removing and replacing all existing utilities and public and

private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

15. Construct 48" Manhole, Bid Item 15:

Payment for 48" Diameter Manhole shall be made at the contract unit price and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install complete in place per plans and specifications.

The bid price shall include, but not be limited to all necessary potholing, utility research and investigation, trench protection, traffic control, pavement saw cutting and removal, excavation, crushed rock base, trench protection for workers removal and disposal of existing sewer pipe, handling and disposal of unsuitable and waste material, pipe and appurtenances, backfilling, connection of pipes to manhole, waterstops, placing temporary asphalt concrete, final paving, testing, protecting in place or removing and replacing all existing utilities and public and private improvements, cleaning work site, and restoring all areas to pre-existing conditions.

16. Flow Bypass, Bid Item 16:

Payment for Flow Bypass shall be made at the lump sum price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to furnish and install the flow bypass system and prepare a bypass plan for review and approval by the City per Section 3-12.5.

Contractor shall also prepare a spill prevention plan for review and approval by the City in accordance with Section 3-12.5 of the specifications. The contractor shall be fully responsible for containing any sewage spillage, preventing any sewage from reaching water courses, recovery, cleaning and legal disposal of any spilled sewage, and fines, or penalties associated with the sewage spill imposed upon the agency and/or the contractor by jurisdictional regulatory agencies, and any other expenses or liabilities replaced to the sewage spill.

All pipeline or manhole work proposed within this contract shall be assumed to require a flow bypass system to complete. Sewage shall not be permitted to flow in trenches nor be covered by backfill. Plugging manholes and pumping via a vactor truck from manhole to manhole will not be considered a sufficient means for bypassing.

17. Testing of CIPP Liner, Bid Item 17:

Payment for testing of CIPP liner shall be made at the unit price from the proposal and shall constitute full compensation for all labor, material, equipment and incidentals required to complete all testing requirements listed within Section 02766 of the specifications.

18. Demobilization, Bid Item 18:

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.

19. Unforeseen work not covered within all other bid items, Bid Item 19:

Payment for unforeseen work not covered within all other bid items shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any work required that is outside of the proposed bid unit cost, shall be performed based on time & material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may or may not be spent entirely.

END OF SECTION

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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

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

	BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

Project Name

Contractor Name
Address
Address
Phone:

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

	BID ITEM/DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
	TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

			VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00		AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00		LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00		**AMOUNT DUE THIS PERIOD**	**$0.00**

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SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

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SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

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SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

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SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

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SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1" inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

    a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

    b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

    c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

    d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

    a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

    b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

    c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

    d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

    a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

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SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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SECTION 02766 CURED-IN-PLACE PIPE (CIPP)

PART 1 - GENERAL

A. Description

It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting with a 50 year design life.

B. References

This specification references standards from the American Society for Testing and Materials, such as:

1. ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube),
2. ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)),
3. ASTM D5813 (Cured-in-Place Thermosetting Resin Sewer Pipe),
4. ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials),
5. D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics)

These specifications are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

C. Submittals

1. Submit shop drawings in accordance with Section 01330.
2. Submit certificate of compliance with referenced standards (e.g., AWWA, ANSI, ASTM, etc.).
3. Submit the source of materials for the specified liner pipe.
4. Quality Control Reports – The manufacturer’s results of quality control tests performed on actual material used. The reports shall contain all the raw data and intermediate calculations, as well as the testing procedures.

5. Installation Manual from manufacturer for proposed product.

6. Material Safety Data Sheet (MSDS) for all products proposed.

7. Data, measurements, assumptions and calculations for each different liner design proposed within the project.

8. Installation Plan showing the specific installation sequence, including schedule of each segment, cleaning, shutdown, curing, cool down, installation and service reinstatement. Plan shall be maintained on the jobsite at all times.

9. Quality Control Plan including the following:

   A. A detailed discussion of the proposed quality controls to be performed by the Contractor.

   B. Define the Contractor's personnel roles and responsibilities. Contractor shall assign specific personnel responsible for ensuring that all requirements, for this contract are met.

   C. Define procedures for quality control, product sampling and testing.

   D. Define procedures for product performance controls in both raw materials and the cured product.

10. Resident Notification Plan in accordance with Section 7-19 of the General Conditions.

PART 2 - MATERIALS

A. Tube

1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D 5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

2. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

3. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

4. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

5. The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

6. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

7. Seams in the Tube shall be stronger than the non-seamed felt material.

8. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

B. Resin

The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

C. Structural Requirements

1. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall and a design life of 50 years.

2. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

3. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7.

4. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

5. The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

MINIMUM CIPP PHYSICAL PROPERTIES

Property	Test Method	Cured Polyester Composite min. per ASTM F1216	Cured Polyester Composite Enhanced Resin
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi
Flexural Stress	ASTM D790	4,500 psi	4,500 psi

6. The required structural CIPP wall thickness shall be based as a minimum, on the properties in the table above, or greater values if substantiated by independent lab testing and in accordance with the design equations in the Appendix X1. Design Considerations of ASTM F1216, and the following design parameters:

Design Safety Factor = 2.0

Retention Factor for Long-Term Flexural Modulus to be used in Design = 50% - 75%

(*As determined by long-term tests described in Section 2, and approved by the Owner*)

Ovality (calculated from (X1.1of ASTM F1216) = 2%

Enhancement Factor, K =See Section 3

Groundwater Depth (above invert of existing pipe) = 0 (ft)

Soil Depth (above crown of existing pipe) = See Plans (ft)

Soil Modulus = 120 psi

Soil Density = 1000 pcf

Live Load = H20 Highway

Design Condition (partially or fully deteriorated) = FD

7. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

PART 3 - EXECUTION

A. General

Cured-In-Place Pipe (CIPP) for the mainline sewer shall be installed as a one piece liner to reconstruct a section of the mainline sewer without excavation. The liner shall be leak free at the interface between the mainline and liner and at all lateral connections. The tube shall be continuous in length and the wall thickness shall be uniform. The liner shall be capable of conforming to offset joints, bells and disfigured pipe sections.

B. Preparatory Work & Incidental Items

1. It shall be the responsibility of the Contractor to locate and designate all manhole access points for the work.

2. The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of CIPP. A trap shall be installed downstream of cleaning operations to collect all debris generated. The Contractor shall be responsible for disposal of all debris removed from the line during the cleaning process. Any hazardous waste material encountered during this project will be considered as a changed condition.

3. CCTV videos have been provided for all lines proposed for lining within this project. The Contractor shall review the videos contained within Appendix E and notify the Engineer immediately if any conditions appear unfeasible to install CIPP. The Contractor shall also review the videos to establish the required amount of cleaning required for each pipeline. There shall be no additional time or compensation for conditions evident on the videos at the time of bid opening.

4. The Contractor shall provide for the flow of sewage around the section or sections of pipe designated for repair. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make the bypass. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the sewage flow.

5. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment or in-situ repair equipment, Contractor shall contact the City representative immediately.

6. Perform CCTV inspection after cleaning of the sewer lines, to document the condition of the host pipe, identify and locate any live service laterals, and verify the lines were cleaned in accordance with the lining manufacturer's requirements.

7. Inspection of pipelines shall be in accordance with Section 500-1.1.5 performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

8. The Contractor shall field verify the pipe diameter at the manhole and the lengths of the sections to be rehabilitated prior to ordering liner materials. The Contractor shall notify the Engineer of any discrepancies between the information obtained in the field and the data in these bid documents and specifications or plans.

C. Installation

1. If following the cleaning and video inspection process noted above in the preparatory work, flow was reintroduced into the pipe or greater than a (1) hour delay has occurred since the completion of this process, the existing host pipe shall be cleaned and CCTV inspection performed again after sewage has been bypassed and just prior to insertion of the liner.

2. A maximum of one (1) hour may elapse between this final cleaning pass and the insertion of the liner.

3. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

   A. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

   B. The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

   C. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.

   D. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer's recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer's specification.

D. Reinstatement of Lateral Connections

1. It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the jobsite and can be quickly obtained. Unless otherwise directed by the Owner or his authorized representative, all laterals will be reinstated. No excavation will be allowed to reinstate any lateral connection. The Contractor will be responsible for all costs and liability associated with lateral reinstatement.

2. Solid round cuts, "cookies", will not be allowed to be performed for the reinstatement. All lateral re-establishment shall adhere to the following:

   A. A remote cutting device shall re-establish each service lateral by cutting strips.

   B. The opening shall be between 95%-100% of the original opening.

   C. The edges of the opening shall not have any pipe or liner fragments which may obstruct flow or snag debris.

   D. All solids generated from cutting must be captured and removed downstream by the Contractor.

3. If lateral connections are cut greater than 100% of the original opening, the Contractor shall install a CIPP type repair sufficiently sized to completely cover the over-cut service connection. No additional compensation will be allowed for over-cut service lateral connections.

E. Liner Termination Points

1. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points in the manhole.

2. The ends shall be permanently sealed to the rehabilitated pipeline to prevent any infiltration between the CIPP and the host pipe.

3. Ends shall be sealed with a sealing material that is recommended by the liner manufacturer.

4. Sealing:

   A. Shall be compatible with the liner/resin system, provide a watertight seal, and is approved by the City prior to start of construction.

   B. Hydraulic cements and quick-set cement products are not acceptable.

C. Acceptable materials shall be an approved epoxy type product that will bond, not crack, dry up, slough off, or shrink in time, and provide a good transition in the manholes.

D. Sealing terminations shall be performed at no additional cost to the City.

PART 4 - INSPECTION

A. Liner Sample Testing

1. All sampling and testing of the CIPP liner shall be completed by the contractor via a third party testing laboratory. All costs associated with the test, shipping and receipt of the results in accordance with these specifications shall be included within the unit price listed in the bid schedule.

2. Samples shall be taken at the frequency identified within these specifications. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner/engineer by the contractor for this project's CIPP wall design, whichever is greater.

3. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness as noted within this specification.

4. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

5. The tests shall be performed at an independent, third party laboratory experienced with CIPP testing, which has been approved by the Engineer. Third party laboratory/testing facility is defined as ASTM accredited materials testing firm with no financial or directorial link to liner manufacturer or Contractor.

6. Contractor shall be responsible for all shipping and handling costs associated with sending samples to be tested to the independent testing laboratory. The cost of testing shall be paid by the Contractor at the unit bid price noted in the bid schedule.

7. Samples shall be taken as noted below:

   A. One sample shall be taken from the first segment of CIPP liner material installed for each size within the project.

   B. For each 3,000 LF of additional installed length installed, a minimum one field sample shall be prepared and tested.

8. The Contractor shall determine sampling location and procedures to ensure representative samples are obtained from the finished liner, subject to approval by the Engineer. The Engineer must be notified 48 hours prior to field sample collection. The Engineer or other City representative must be on-site when field sample is collected. The City reserves the right to make alterations, deviations, additions to or omissions from the performance testing.

9. The Contractor shall furnish removable sizing sleeves to collect liner samples which accurately replicate the host pipe diameter.

10. Test results shall be sent directly to the Engineer from the testing laboratory within fourteen (14) days or less of the field sample date. Testing laboratory shall submit wet singed and stamped hard copies of the results. Contractor is responsible for cost associated with laboratory sending results directly to the Engineer.

11. If the results of testing do not meet the latest published specifications of the manufacturer, or the physical property values listed within these specifications, the City will choose one of the following options for remediation:

    A. Payment for that length will be reduced by an equal percentage of the 50-year useful life that has not been achieved, as shown by the test results.

    B. The City shall require the Contractor to replace the material with the material which was stated on the submittals, and retest to verify compliance.

    C. The City shall reserve the right to require the Contractor to dig up the sewer line and replace it with new PVC SDR 35 sewer line. Many locations within this project are streets which are currently scheduled for resurfacing. In the event the liner is rejected and the pipe must be excavated and replaced, the Contractor shall be responsible to remove and replace the pavement area affected, utilizing a process and replacement area approved by the City.

12. The City shall reserve the right to require the Contractor to meet their stated qualifications using the method that best serves the City.

B. Liner Field Testing

1. Prior to reinstatement of all live service laterals, the Contractor shall perform leakage testing on the liner in accordance with ASTM F1216 or as approved by the City. If liner requires repair, testing shall be performed again after repair is complete. Contractor may utilize CIPP curing water as a means to complete the testing.

2. Exfiltration test:

    A. Plug the downstream end of the lined pipe segment and install a standpipe to the lined pipe's upstream end using appropriately sized 90-degree elbow fittings, plastic standpipe and flexible watertight couplings.

B. Contractor shall remove all air from line to be tested.

C. The standpipe shall be temporarily secured within the manhole.

D. Contractor shall perform exfiltration test as specified in ASTM F1216.

E. The allowable water exfiltration shall not exceed the limits stated in ASTM F1216 for the pipe to be accepted as watertight.

F. If the lined pipe segment does not meet the requirements of the exfiltration test, repair or replace and retest the lined pipe segment so that it meets the requirements at no additional cost to the City.

3. Air test:

A. The Contract may substitute an air pressure test in lieu of the exfiltration test as approved by the City.

B. Requirements for air testing may include:

(1) Securely plug all openings in the line to be tested.

(2) Apply an approximate air pressure of four (4) psi.

(3) Time for a one (1) psi pressure drop shall be at least ten (10) minutes or as approved by the City.

4. A post installation video inspection shall be performed by the Contractor in accordance with Section 500-1.1.5 while all flow is bypassed and all laterals have been reinstated. All videos completed during the lining process, including cleaning, pre-installation and post-installation shall be provided to the City on DVD and arranged by segment. Videos shall be labeled and an index provided to easily differentiate between phases of video and segments.

5. Videos shall be delivered within 7 days of completion of the lining process to allow time for review by the City. No progress payments will be made for lining amounts installed without the review and approval of all captured videos.

PART 5 - ACCEPTANCE

A. Finished Liner

1. Shall be inner polyethylene layer and an outer polyester felt layer impregnated with a thermosetting resin to fit tightly against the existing inside pipe wall.

2. Shall be fabricated from materials that, when cured, shall be chemically resistant to withstand internal exposure to sewage gases containing quantities of hydrogen

sulfide, carbon monoxide, methane, petroleum hydrocarbons, moisture saturation, and dilute sulfuric acid.

3. Shall be continuous over the length of pipe rehabilitated.

4. Shall be free from dry spots, delamination, lifts, fins and the like as identified by the City. Contractor shall remove and replace the CIPP full circumference, from manhole to manhole or as directed by the City if these conditions are present.

5. If the liner fails to re-form or cure, the Contractor shall be required to remove the failed liner at no additional cost to the City.

B. Interior Surface

1. No wrinkles exceeding the tolerances found in Table 1 – Liner Repair Guidelines will be allowed to remain within the liner.

2. Interior surface liner within ten (10) feet of manholes shall be wrinkle free. All wrinkles within this limit shall be properly removed to allow proper installation of flow restricting plugs.

3. Wrinkles in the finished lined pipe which:

   A. Cause a backwater greater than three-eighths (3/8) inch in depth,

   B. Reduce the hydraulic capacity of the pipeline as determined by the City,

   C. Cause a maintenance problem or inconvenience as determined by the City,

   D. Cause debris and solids to hang-up and accumulate,

   E. Reduce the structural stability of the pipe,

   Are unacceptable and shall be removed or repaired by the Contractor in a method that is approved by the City at no additional cost.

4. If wrinkles are detected in the installed liner, the Contractor shall provide photographs and dimensions of the wrinkle including height and direction.

C. Defective Liner and Repair Guidelines

1. All liners that do not meet the quality specified above shall be assessed by the City based on the guidelines shown in Table 1; City's assessment and remedy shall be final. All repairs shall be performed by the Contractor at no additional cost.

2. All repairs shall meet the original specifications for finished liner. The repair plan shall be submitted by the Contractor, reviewed, and approved by the City prior to any corrective action for any and all defects.

3. All repairs shall be performed within ten working days after notification to the Contractor of the defect .

Table 1. Liner Repair Guidelines

Defect	Tolerance	Remedy
Wrinkles, Fins, or Folds along top of pipe (from 9 to 3 clock position)	Repair if exceeding 5% of nominal diameter of host pipe	Trim flush with liner wall and patch with epoxy
Wrinkles, Fins, or Folds along bottom of pipe (from 3 to 9 clock position)	Repair if exceeding 3% of nominal diameter of host pipe	Trim flush with liner wall and patch with epoxy
Bubbles, Blisters, Dimples, Lumps, Lifts, or Foreign Inclusions.	Repair if exceeding 5% of nominal diameter of host pipe	Remove and patch with epoxy
Cracked, Delaminated, Dry Spots, Burst, Collapsed, or Unraveled	Repair all	Remove and patch with epoxy

(1) It is the intent for the liner installation and all repairs to provide a circular liner that adheres firmly to the host pipe.
(2) All other quality requirements specified elsewhere still apply.

4. For any deficiencies that not feasible to be repaired by the guidelines above, the City shall reserve the right to require the Contractor remove the existing sewer line and replace it with new PVC SDR 35 sewer line if all other methods of correction are not successful.

5. Many locations within this project are streets which are currently scheduled for resurfacing. In the event the liner is rejected and the pipe must be excavated and replaced, the Contractor shall be responsible to remove and replace the pavement area affected, utilizing a process and replacement area approved by the City

END OF SECTION

APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

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

2024

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
	1 1	2 2	3 3	4 4	5 5	6 6
7 7	8 8	9 9	10 10	11 11	12 12	13 13
14 14	15 15	16 16	17 17	18 18	19 19	20 20
21 21	22 22	23 23	24 24	25 25	26 26	27 27
28 28	29 29	30 30	31 31			

FEBRUARY

S	M	T	W	T	F	S
				1 32	2 33	3 34
4 35	5 36	6 37	7 38	8 39	9 40	10 41
11 42	12 43	13 44	14 45	15 46	16 47	17 48
18 49	19 50	20 51	21 52	22 53	23 54	24 55
25 56	26 57	27 58	28 59	29 60		

MARCH

S	M	T	W	T	F	S
					1 61	2 62
3 63	4 64	5 65	6 66	7 67	8 68	9 69
10 70	11 71	12 72	13 73	14 74	15 75	16 76
17 77	18 78	19 79	20 80	21 81	22 82	23 83
24 84	25 85	26 86	27 87	28 88	29 89	30 90
31 91						

APRIL

S	M	T	W	T	F	S
	1 92	2 93	3 94	4 95	5 96	6 97
7 98	8 99	9 100	10 101	11 102	12 103	13 104
14 105	15 106	16 107	17 108	18 109	19 110	20 111
21 112	22 113	23 114	24 115	25 116	26 117	27 118
28 119	29 120	30 121				

MAY

S	M	T	W	T	F	S
			1 122	2 123	3 124	4 125
5 126	6 127	7 128	8 129	9 130	10 131	11 132
12 133	13 134	14 135	15 136	16 137	17 138	18 139
19 140	20 141	21 142	22 143	23 144	24 145	25 146
26 147	27 148	28 149	29 150	30 151	31 152	

JUNE

S	M	T	W	T	F	S
						1 153
2 154	3 155	4 156	5 157	6 158	7 159	8 160
9 161	10 162	11 163	12 164	13 165	14 166	15 167
16 168	17 169	18 170	19 171	20 172	21 173	22 174
23 175	24 176	25 177	26 178	27 179	28 180	29 181
30 182						

JULY

S	M	T	W	T	F	S
	1 183	2 184	3 185	4 186	5 187	6 188
7 189	8 190	9 191	10 192	11 193	12 194	13 195
14 196	15 197	16 198	17 199	18 200	19 201	20 202
21 203	22 204	23 205	24 206	25 207	26 208	27 209
28 210	29 211	30 212	31 213			

AUGUST

S	M	T	W	T	F	S
				1 214	2 215	3 216
4 217	5 218	6 219	7 220	8 221	9 222	10 223
11 224	12 225	13 226	14 227	15 228	16 229	17 230
18 231	19 232	20 233	21 234	22 235	23 236	24 237
25 238	26 239	27 240	28 241	29 242	30 243	31 244

SEPTEMBER

S	M	T	W	T	F	S
1 245	2 246	3 247	4 248	5 249	6 250	7 251
8 252	9 253	10 254	11 255	12 256	13 257	14 258
15 259	16 260	17 261	18 262	19 263	20 264	21 265
22 266	23 267	24 268	25 269	26 270	27 271	28 272
29 273	30 274					

OCTOBER

S	M	T	W	T	F	S
		1 275	2 276	3 277	4 278	5 279
6 280	7 281	8 282	9 283	10 284	11 285	12 286
13 287	14 288	15 289	16 290	17 291	18 292	19 293
20 294	21 295	22 296	23 297	24 298	25 299	26 300
27 301	28 302	29 303	30 304	31 305		

NOVEMBER

S	M	T	W	T	F	S
					1 306	2 307
3 308	4 309	5 310	6 311	7 312	8 313	9 314
10 315	11 316	12 317	13 318	14 319	15 320	16 321
17 322	18 323	19 324	20 325	21 326	22 327	23 328
24 329	25 330	26 331	27 332	28 333	29 334	30 335

DECEMBER

S	M	T	W	T	F	S
1 336	2 337	3 338	4 339	5 340	6 341	7 342
8 343	9 344	10 345	11 346	12 347	13 348	14 349
15 350	16 351	17 352	18 353	19 354	20 355	21 356
22 357	23 358	24 359	25 360	26 361	27 362	28 363
29 364	30 365	31 366				

City Holiday

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2025

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
			1 1	2 2	3 3	4 4
5 5	6 6	7 7	8 8	9 9	10 10	11 11
12 12	13 13	14 14	15 15	16 16	17 17	18 18
19 19	20 20	21 21	22 22	23 23	24 24	25 25
26 26	27 27	28 28	29 29	30 30	31 31	

FEBRUARY

S	M	T	W	T	F	S
						1 32
2 33	3 34	4 35	5 36	6 37	7 38	8 39
9 40	10 41	11 42	12 43	13 44	14 45	15 46
16 47	17 48	18 49	19 50	20 51	21 52	22 53
23 54	24 55	25 56	26 57	27 58	28 59	

MARCH

S	M	T	W	T	F	S
						1 60
2 61	3 62	4 63	5 64	6 65	7 66	8 67
9 67	10 69	11 70	12 71	13 72	14 73	15 74
16 75	17 76	18 77	19 78	20 79	21 80	22 81
23 82	24 83	25 84	26 85	27 86	28 87	29 88
30 89	31 90					

APRIL

S	M	T	W	T	F	S
		1 91	2 92	3 93	4 94	5 95
6 96	7 97	8 98	9 99	10 100	11 101	12 102
13 103	14 104	15 105	16 106	17 107	18 108	19 109
20 110	21 111	22 112	23 113	24 114	25 115	26 116
27 117	28 118	29 119	30 120			

MAY

S	M	T	W	T	F	S
				1 121	2 122	3 123
4 124	5 125	6 126	7 127	8 128	9 129	10 130
11 131	12 132	13 133	14 134	15 135	16 136	17 137
18 138	19 139	20 140	21 141	22 142	23 143	24 144
25 145	26 146	27 147	28 148	29 149	30 150	31 151

JUNE

S	M	T	W	T	F	S
1 152	2 153	3 154	4 155	5 156	6 157	7 158
8 159	9 160	10 161	11 162	12 163	13 164	14 165
15 166	16 167	17 168	18 169	19 170	20 171	21 172
22 173	23 174	24 175	25 176	26 177	27 178	28 179
29 180	30 181					

JULY

S	M	T	W	T	F	S
		1 182	2 183	3 184	4 185	5 186
6 187	7 188	8 189	9 190	10 191	11 192	12 193
13 194	14 195	15 196	16 197	17 198	18 199	19 200
20 201	21 202	22 203	23 204	24 205	25 206	26 207
27 208	28 209	29 210	30 211	31 212		

AUGUST

S	M	T	W	T	F	S
					1 213	2 214
3 215	4 216	5 217	6 218	7 219	8 220	9 221
10 222	11 223	12 224	13 225	14 226	15 227	16 228
17 229	18 230	19 231	20 232	21 233	22 234	23 235
24 236	25 237	26 238	27 239	28 240	29 241	30 242
31 243						

SEPTEMBER

S	M	T	W	T	F	S
	1 244	2 245	3 246	4 247	5 248	6 249
7 250	8 251	9 252	10 253	11 254	12 255	13 256
14 257	15 258	16 259	17 260	18 261	19 262	20 263
21 264	22 265	23 266	24 267	25 268	26 269	27 270
28 271	29 272	30 273				

OCTOBER

S	M	T	W	T	F	S
			1 274	2 275	3 276	4 277
5 278	6 279	7 280	8 281	9 282	10 283	11 284
12 285	13 286	14 287	15 288	16 289	17 290	18 291
19 292	20 293	21 294	22 295	23 296	24 297	25 298
26 299	27 300	28 301	29 302	30 303	31 304	

NOVEMBER

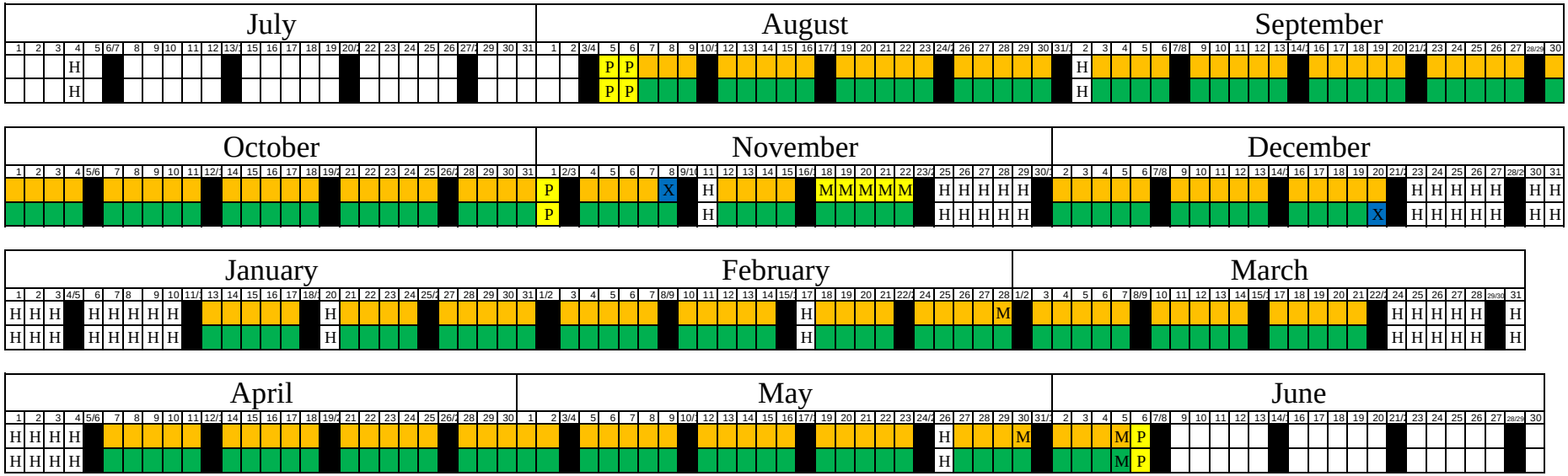
S	M	T	W	T	F	S
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2 306	3 307	4 308	5 309	6 310	7 311	8 312
9 313	10 314	11 315	12 316	13 317	14 318	15 319
16 320	17 321	18 322	19 323	20 324	21 325	22 326
23 327	24 328	25 329	26 330	27 331	28 332	29 333
30 334						

DECEMBER

S	M	T	W	T	F	S
	1 335	2 336	3 337	4 338	5 339	6 340
7 341	8 342	9 343	10 344	11 345	12 346	13 347
14 348	15 349	16 350	17 351	18 352	19 353	20 354
21 355	22 356	23 357	24 358	25 359	26 360	27 361
28 362	29 363	30 364	31 365			

City Holiday

REDLANDS UNIFIED SCHOOL DISTRICT
STUDENT ATTENDANCE CALENDAR
2024-2025
ALL REDLANDS SCHOOLS



Elementary
Secondary

P Staff Professional Day (No Students In Attendance)
M Minimum Day - Conferences/Report Card Preparation
H Holiday (No Students In Attendance)
X Report Card Day (No Students In Attendance)

Student Attendance Days - 180
Teacher Attendance Days - 185

End of Quarter and Semester Dates - Grades TK/K and 6-12

Quarter 1 - October 4
42 days
Quarter 2 / Semester 1 - December 19
47 days Quarter 2
89 days Semester 1
Quarter 3 - March 21
48 days
Quarter 4 / Semester 2 / End of year - June 5
43 days Quarter 4
91 days Semester 2

End of Trimester Dates - Grades 1-5

Trimester 1 - November 1
61 days
Trimester 2 - February 28
61 days
Trimester 3 - June 5
58 days

H - Holidays - NO ATTENDANCE

LABOR DAY	September 2
VETERANS DAY	November 11
THANKSGIVING RECESS	November 25 - 29
WINTER RECESS	December 23 - January 10
MARTIN LUTHER KING DAY	January 20
PRESIDENTS' DAY	February 17
SPRING BREAK	March 24 - April 4
MEMORIAL DAY	May 26

Board Approved: January 9, 2024

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APPENDIX C
CCTV INSPECTION VIDEOS

Click on link below to view CCTV Inspection Videos.
For password email Project Manager at jsilva@cityofredlands.org.

CCTV INSPECTION VIDEOS LINK

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APPENDIX D
CITY OF REDLANDS
CONTRACTOR SAFETY DOCUMENTS

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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 E

a. City Encroachment Permit Form

(Contractor to obtain encroachment permit from the City as no-fee permit)

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

and for the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

_____	EA	Driveway Appr, Res/Comm	$ 49.00	EA	=$	
_____	SF	Sidewalk	$ 0.09	SF	=$	
_____	SF	Cross Gutter/Spandrel	$ 0.58	SF	=$	
_____	LF	Curb & Gutter	$ 2.19	LF	=$	
_____	LF	Curb/Berm	$ 2.62	LF	=$	
_____	SF	Asphalt Pavement	$ 0.04	SF	=$	
_____	SF	Crushed Aggregate Base	$ 0.04	SF	=$	
_____	EA	Street Light	$ 81.00	EA	=$	
_____	EA	Traffic Signal - New	$ 2,152.00	EA	=$	
_____	EA	Traffic Signal - Modification	$ 1,737.00	EA	=$	
_____	CY	Reinforced Concrete	$ 89.00	CY	=$	
_____	LF	Storm Drain Pipe	$ 8.00	LF	=$	
_____	EA	Curb Inlet/Outlet Structures	$ 67.00	EA	=$	
_____	EA	Storm Drain Manhole/Junction Box	$ 67.00	EA	=$	
_____	EA	Curb Core	$ 62.00	EA	=$	
_____	LF	Sewer Main	$ 0.95	LF	=$	
_____	EA	Sewer Manhole	$ 67.00	EA	=$	
_____	EA	Sewer Cleanout	$ 134.00	EA	=$	
_____	EA	Sewer Lateral	$ 67.00	EA	=$	
_____	LF	Water Main - Potable	$ 1.09	LF	=$	
_____	LF	Water Main - Non-Potable	$ 1.09	LF	=$	
_____	EA	Fire Hydrant Assembly	$ 66.00	EA	=$	
_____	EA	Water Service Lateral	$ 26.00	EA	=$	
_____	EA	Water Shutdown	$ 67.00	EA	=$	
_____	EA	Fire Service	$ 58.00	EA	=$	
_____	LF	Excavation/Utility Trench	$ 1.25	LF	=$	
_____	SF	Street Patch	$ 0.67	SF	=$	
_____	SF	Warranty Fee (Street Cut)	$	SF	=$	
_____		_____	$		=$	
_____		_____	$		=$	

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 219.00 fee. **$219.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

($250.00 minimum fee)

(Effective 06/02/09) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Redlands Regular Meeting of 11-19-24

Truck Route Permit Required: ☐ YES ☐ NO

Closure Permit With Traffic Plan Required: ☐ YES ☐ NO

Water Shutdown Required: ☐ YES ☐ NO

Bond Required: ☐ YES ☐ NO

Conduit Material: _____

Conduit Size: _____

Calculated By

Inspected by

Municipal Utilities & Engineering

Approved By

City Council Meeting **L. 9.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Non-Professional Services Agreement with Hach Company to furnish and install a Claros Process Management Real Time Control system at the Wastewater Treatment Plant for a not-to-exceed amount of $295,000, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a Non-Professional Services Agreement with Hach Company 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 Non-Professional Services Agreement with Hach Company to furnish and install a Claros Process Management Real Time Control system at the Wastewater Treatment Plant for a not-to-exceed amount of $295,000.

RECOMMENDATION:

Staff recommends that City Council determine that approval of a Non-Professional Services Agreement with Hach Company is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and approve a Non-Professional Services Agreement with Hach Company to furnish and install a Claros Process Management Real Time Control system at the Wastewater Treatment Plant for a not-to-exceed amount of $295,000.

DISCUSSION:

The City's Wastewater Treatment Plant (WWTP) operates in accordance with a Waste Discharge Requirements Permit adopted by the California Regional Water Quality Control Board, Santa Ana Region. This permit authorizes the distribution of tertiary-treated recycled water for non-potable use and mandates specific discharge parameters to protect public health, water quality, and the environment.

In 2013, the WWTP installed a Hach Real Time Control Unit to optimize the nitrification process based on load variations. This eleven-year old equipment has been useful and reliable, but is no longer supported by the Hach Company (Hach). Hach recently introduced the Claros Process Management (CPM) Real Time Control System as a replacement for their older equipment. This system measures ammonia loading and automatically adjusts the oxygen setpoint for proper denitrification, ensuring compliance with discharge parameters. Since 2013, significant community growth has increased the WWTP influent volume and contaminant variability, regulatory agency standards have become more rigid, and peak load events now occur more frequently. The use of automated process monitoring and control systems is necessary to maintain continuous WWTP regulatory compliance.

Staff recommends City Council approval of a $295,000 sole source purchase agreement with Hach to furnish and install the CPM Real Time Control System to maintain compatibility with other WWTP equipment and software. This purchase price includes a $26,806.31 contingency allowance that will only be authorized if unanticipated installation conflicts are identified.

Approval of this 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 there is no possibility that doing so will have a significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$295,000
Budgeted Y/N:	Yes
Account No.:	521910

Discussion:

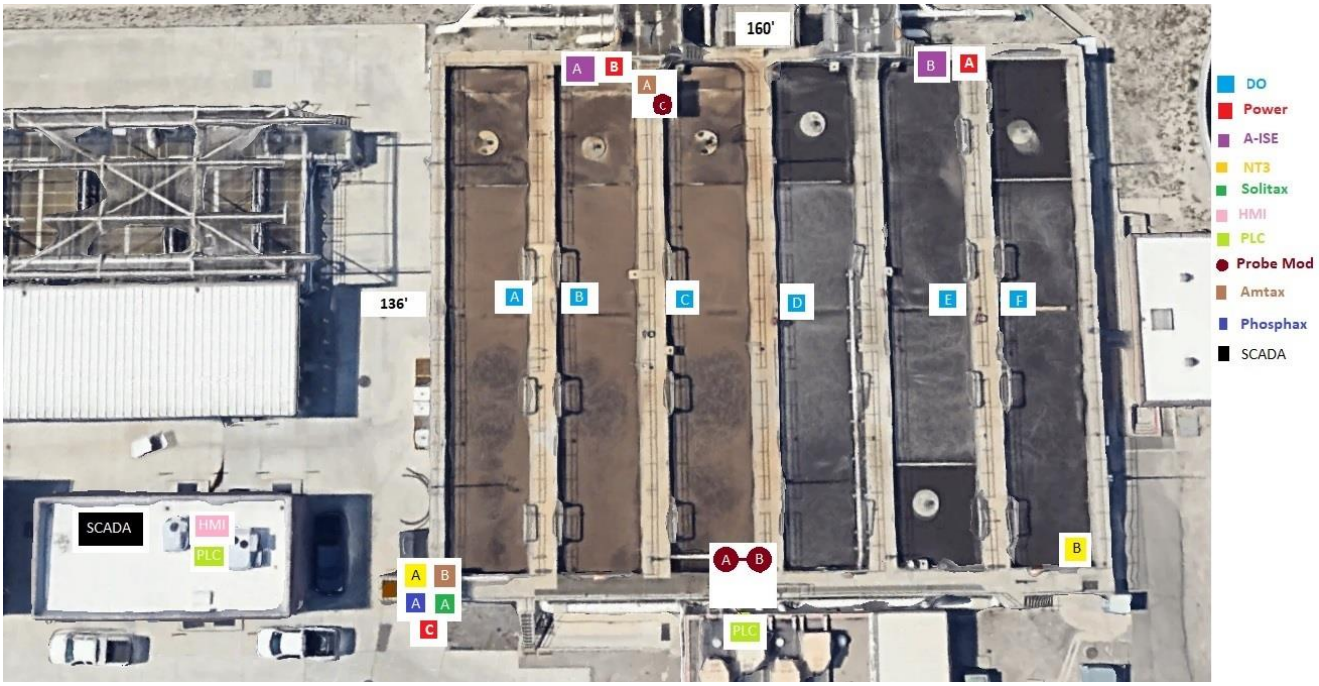
There is no fiscal impact associated with this action. Funding for this Project is included in the FY 24/25 MUED approved budget.

Attachments

Proposal
Hach Sole Source Letter
Non-Professional Services Agreement Hach Company
Sole Source Form_Hach Company

HACH | 5600 Lindbergh Drive | PO Box 389 | Loveland, Colorado 80539 | P 970.669.3050 | F 970.669.2932 | hach.com

Proposal: Hach RTC Instrument Upgrade Project



8/19/2024

Fernando Mata

City of Redlands
1950 NEVADA ST WASTEWATER TREATMENT PLANT
REDLANDS, California 92374

Dear Fernando Mata,

This is a proposal from Hach for the RTC instrument upgrade project at the City of Redlands wastewater treatment plant. The project involves the removal of old analyzers and the installation, commissioning, and support of new analyzers and related hardware. The proposal includes the scope of work, the responsibilities of both parties, and the expected outcomes.

Hach will provide the following services:

- Remove old analyzers and install new analyzers including hardware as required
- Startup analyzer- configuration, calibration, validation
- Note: Hach technicians will not perform any tasks that involve conduit installation, wire pulling, electrical connections, drilling, or fabrication.

The City of Redlands will be responsible for the following tasks:

- Conduit installation
- Wire pulling
- Electrical connections
- Drilling
- Fabrication
- Providing SCADA personnel to collaborate with RTC remote team

The expected outcome of this project is to improve the efficiency and reliability of the RTC system, reduce operational costs, and enhance environmental compliance.
We appreciate the opportunity to work with you on this important project and look forward to hearing from you soon.
Sincerely,
Andy Cuevas
Regional Sales Manager

Quotation

Quote Number: 101012334v11
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 14-Aug-2024 **Quote Expiration: 30-Nov-2024**

CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373-1505

Name: Fernando Mata
Phone: 909-841-3142
Email: fmata@cityofredlands.org

Customer Account Number : 104784
Customer Quote Reference: City of Redlands

Sales Contact: Andy Cuevas Email: acuevas@hach.com Phone: 909-329-0930

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	RTCCOMSTD	Standard RTC Commissioning, First Channel	1	5,664.75	5,664.75
2	FSPRTC	Coverage and support of first RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer.	1	3,431.00	3,431.00
3	LXV515.99.0003C	15" touch wide screen IPC477E, Siemens. Standard lead time 41 days.	1	5,680.50	5,680.50
4	2907-0644-001	nn FLEXY EWON UNIT, FOR REMOTE ACCESS 4G. Standard lead time 23 days.	1	1,813.50	1,813.50
5	LXZ515.99.B0000	Software - OPC Server. Standard lead time 41 days.	1	3,543.00	3,543.00
6	LXZ515.99.00001	Software RTC upgrade from standard single to standard combined. Standard lead time 28 days.	1	1,009.50	1,009.50
7	6184900	PVC rail mount kit for ISE sensors. Standard lead time 3 days.	2	658.13	1,316.26
8	6860000	High Output Airblast Cleaning System, 115 V. Standard lead time 3 days.	2	2,978.95	5,957.90
9	LZY706	Cleaning unit for AN-ISE sc/A-ISE sc/N-ISE sc. Standard lead time 15 days.	2	444.86	889.72
10	LXV440.99.00002	AN-ISE sc Low cost ISE combination Ammonium and Nitrate probe (immersion) with RFID, 10 m cable. Standard lead time 21 days.	2	13,927.84	27,855.68

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
11	6157400	Amtax sc Ammonium Analyzer, Outdoor, 0.05-20.0mg/L NH_4-N, One Channel Continuous Sample, 115-230 VAC. Standard lead time 0 days.	2	23,743.82	47,487.64
12	5739000	Filtrax sample filtration system, 10 m heated hose, 115 Vac. Standard lead time 0 days.	3	11,231.63	33,694.89
13	LZX676	Stainless Steel stand kit. Standard lead time 18 days.	2	592.51	1,185.02
14	LZY714.99.43050	Filtrax Pole mounting hardware, 10 cm bracket, SS pole with opening 2 m. Standard lead time 3 days.	1	718.92	718.92
15	6159600	Phosphax sc Phosphate Analyzer, Outdoor, 0.05-15.0 mg/L PO_4-P, One Channel Continuous Sample, 115-230V. Standard lead time 0 days.	1	23,630.92	23,630.92
16	LZY286	Stand mounting kit (1.7 m) for SC analyzer and SC controller. Standard lead time 15 days.	2	1,289.24	2,578.48
17	LQV155.99.00012	Power Box with Power Connection Cable for Amtax sc and Phosphax sc. Standard lead time 16 days.	2	771.03	1,542.06
18	LXV448.99.21001	db ee NT3100sc UV Nitrate Sensor, 2 mm path length. Standard lead time 3 days.	2	15,644.58	31,289.16
19	LZX428	O-Rings for Bypass Panel Nitratax sc, 2 pcs.. Standard lead time 15 days.	2	9.12	18.24
20	5796200	Digital Extension Cable, 30 m (100 ft). Standard lead time 3 days.	15	570.31	8,554.65
21	5796100	Digital Extension Cable, 15 m (50 ft). Standard lead time 3 days.	5	431.35	2,156.75
22	LZX918	SC1000 Internal Network Connector. Standard lead time 17 days.	3	86.26	258.78
23	LXV400.99.10082	SC1000 Probe Module, 6 Sensor Connectors, 100-240 VAC with Conduits. Standard lead time 15 days.	3	1,642.43	4,927.29
24	LXV402.99.10002	SC1000 Multi-Parameter Universal Controller Display Module with Modbus TCP/IP. Standard lead time 3 days.	1	5,854.65	5,854.65
25	59P	** Field Svc FULL DAY StartUp-PROCESS (P)	10	2,472.00	24,720.00
26	STARTUP TRAVEL	** Field Svc HACH START UP TRAVEL CHG	10	271.50	2,715.00
		NOTE: Hach technicians are not tasked with duties involving conduit installation, wire pulling, electrical connections, drilling or any kind of fabrication.			
Estimated Shipping Charge					
27	27	Simplified freight charge	1	1,059.82	1,059.82
				Estimated Tax @ 8.75%	$ 18,639.61
				Grand Total	$ 268,193.69

Hach Service and Parts

Dear Customer:

The instruments you purchased, part of the following family of brands --- Hach, Great Lakes Instruments, American Sigma, Radiometer Analytical, Lachat, Marsh-McBirney, OptiQuant, Astro, Orbisphere, ELE, and Polymetron --- were designed to be reliable, durable, and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The Hach Service Representative is a highly trained professional who has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the only people authorized to perform any startup service, maintenance, or repair of these instruments. Because of the many different parameters and types of analyzers, we do not recognize or authorize any other service organization to perform repair or recalibration of these analyzers. As an ISO 9001 certified company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization. Please contact the Hach Service department for additional information.

Sincerely,
Hach Service

Rosie Bote

Manager, NA Service Contracts

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of non-professional services in connection with Hach's Claros Process Management Real Time Control system ("Agreement") is made and entered in this 19th day of November, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Hach Company, a Delaware corporation ("Contractor"). 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 CONTRACTOR

1.1 City hereby engages Contractor to perform furnishing and installing Hach's Claros Process Management Real Time Control system services for City (the "Services") as particularly described in this Agreement.

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 – SERVICES OF CONTRACTOR

2.1 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.

2.2 Contractor 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 shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates John R. Harris, Municipal Utilities 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 The Services shall commence immediately after 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 "B," titled "Project Schedule," which is attached hereto and incorporated herein by this reference.

4.2 Contractor shall complete the Services by May 19, 2025, unless the Services are earlier terminated as permitted herein.

4.3 If Contractor'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 Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Two Hundred Ninety-Five Thousand Dollars ($295,000). City shall pay Contractor 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 this reference.

5.2 Contractor shall submit an invoice to City upon completion of the Services. 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	Samantha Lee, Senior Manager Hach Company PO Box 389, 5600 Lindbergh Dr. Loveland, CO 90538 sherbert@hach.com Phone: (800) 227-4224 Mobile: (970) 373-7751

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 to the proportional extent caused 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 Reserved.

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 ten (10) 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 (1) no amount shall be allowed for anticipated profit or unperformed Services. 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, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. City may cancel goods orders subject to fair charges for Contractor's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that the City returns such goods to Contractor at the City's

expense within thirty (30) days of delivery and in the same condition as received. The City may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs.

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.

8.9 Contractor warrants that goods sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions conform to any express written warranty pertaining to the specific goods purchased, which for most Contractor instruments is for a period of twelve (12) months from delivery. Contractor warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Contractor in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Contractor shall become the property of the Contractor. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for goods not meeting this warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Contractor is willing to provide such replacement, credit or refund.

8.10 Contractor retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and the City receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No City information technology requirements apply, except to the extent such requirements specifically apply to equipment being sold to City. To help ensure mutual compliance with applicable privacy law, the City will not provide to or share with Contractor any personal data or personally identifiable information.

8.11 Contractor will not be liable to the City under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the goods purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any the City's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Contractor arising out of the performance or nonperformance hereunder or its obligations in connection with the design, manufacture, sale, delivery, and/or use of goods will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to the Contractor for goods and services delivered hereunder.

8.12 All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Contractor recommendations, (c) operating conditions at the City site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

HACH COMPANY

By: _____
Samantha Lee, Senior Manager

EXHIBIT "A"

SCOPE OF SERVICES

Overview

This Scope of Services outlines the responsibilities and deliverables for the Hach RTC instrument upgrade project at the City of Redlands Wastewater Treatment Plant. The project involves the removal of old analyzers and the installation of new analyzers, including all necessary hardware and integration with existing systems.

System Description

Hach's CPM system for Nitrification is designed to optimize the nitrification process by measuring real-time ammonia loading and adjusting the dissolved oxygen (DO) setpoint based on the concentration of microorganisms present. This system aims to ensure the nitrification load meets the facility's chosen effluent ammonia concentration, thereby improving aeration control, promoting simultaneous nitrification/denitrification, and reducing operational costs associated with over-aerating.

The system utilizes an open-loop algorithm. This open-loop control is integrated with a closed-loop control based on the ammonia concentration at the aeration effluent to continuously calculate the DO setpoint. If input signals like inflow, ammonium, or suspended solids are unavailable, the system automatically switches to fallback strategies.

Expected Operational Benefits:

By continually matching the oxygen supply to the oxygen demand, the system is able to optimize the DO levels needed for nitrification/denitrification. RTC monitoring and accurate bioreactor modeling help operators meet increasingly stringent discharge requirements, optimizing plant performance, and ensuring compliance with regulatory standards.

Hach's Responsibilities

- Removal of Old Analyzers:
  - Safely remove existing analyzers from their current locations.
  - Ensure proper disposal of old equipment in compliance with environmental regulations.
- Installation of New Analyzers:
  - Install new analyzers, including all associated hardware, in the designated locations.
  - Securely mount the analyzers, ensuring proper alignment and accessibility.
- Startup and Commissioning of Equipment:
  - Perform configuration, calibration, and validation of all new analyzers to ensure optimal performance.
  - Conduct functional tests to confirm the correct operation of the analyzers.
  - Provide on-site training to City of Redlands staff on the operation and maintenance of the new equipment.
- SCADA Integration:
  - Assist with the integration of the new analyzers into the existing SCADA system.
  - Ensure that the analyzers are properly configured for data communication with the SCADA system.
  - Conduct testing to verify successful integration and data flow.

- Additional Services:
    - Startup & Configuration: Complete the initial setup and configuration of the new equipment.
- End-User Training:
    - Provide comprehensive training for City of Redlands staff on the operation and maintenance of the new system.
- Quarterly Site Visits:
    - Conduct quarterly site visits for preventative maintenance service to ensure optimal performance of the system. These visits cover all parts, labor, and travel for onsite repairs of the RTC.
- Remote Support:
    - Offer remote support for the RTC system to address any issues or adjustments needed.
- MSM Subscription:
    - Include a subscription to the Maintenance Support Management (MSM) program, providing ongoing priority technical support, system updates, and monthly reports.

City of Redlands' Responsibilities

- Preparation of Site:
    - Ensure that all necessary conduits are in place prior to the installation of the new analyzers.
    - Pull wires for power and verify electrical connections to support the new equipment.
    - Electrical Verification and Connections:
    - Perform electrical verification and make any necessary connections to the new analyzers.
    - Provide power to the analyzers as required.
- Site Modifications (if necessary):
    - Carry out any required drilling, mounting, or fabrication work to accommodate the installation of the new analyzers.
    - Support for SCADA Integration:
    - Collaborate with Hach to ensure successful integration of the analyzers into the SCADA system.
    - Provide access to necessary SCADA resources and personnel during the integration process.

Deliverables

- Fully installed and operational analyzers with all configurations and calibrations completed.
- A fully integrated SCADA system with the new analyzers.
- Training documentation and a training session for City of Redlands staff on the new analyzers.
- Quarterly site visit reports and remote support logs.
- A final project report summarizing the work completed, including any challenges encountered and resolutions.

Timeline

The milestones outlined in the Project Schedule - including roles and responsibilities, the pre-installation meeting, mounting and staging of new equipment, training, and remote verification- will be thoroughly discussed during the Kickoff Meeting and Pre-Installation Planning Meetings. The project milestones will be coordinated with City staff to minimize disruption to ongoing operations. Key deadlines will be set at these meetings, but the timeline may be adjusted due to equipment availability, weather conditions, or other unforeseen circumstances beyond the team's control. Given the operational nature of the wastewater treatment plant, certain tasks may be deferred to ensure continuity of services. Hach's Project Manager will coordinate with City staff to ensure proper timing and readiness before removing any existing equipment. New equipment will be staged and mounted but remain unpowered until the transfer can be safely completed. This Scope of Services ensures alignment between Hach and the City, facilitating a successful upgrade of the RTC instruments and their seamless integration into operations. Hach's milestones must adhere to the established timeline outlined in Exhibit B to ensure the project is completed by the agreement's expiration date of May 19, 2025.

EXHIBIT "B"

PROJECT SCHEDULE

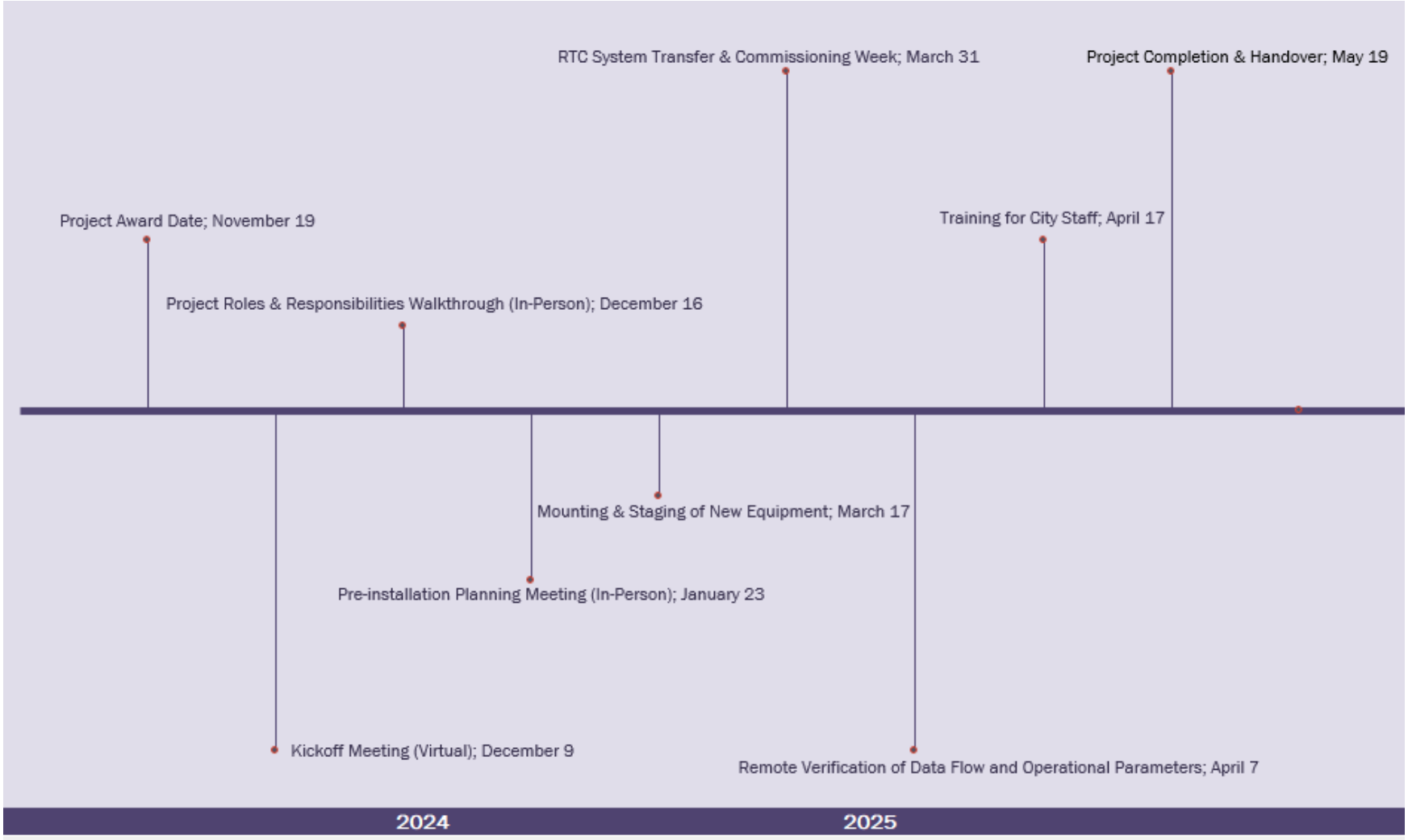


EXHIBIT "C"
FEE SCHEDULE

Line	Part No.	Description	Qty.	Unit Price	Extended Price
1	RTCCOMSTD	Standard RTC Commissioning, First Channel	1	$ 5,664.75	$ 5,664.75
2	FSPRTC	Coverage and support of first RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer.	1	$ 3,431.00	$ 3,431.00
3	LXV515.99.0003C	15" touch wide screen IPC477E, Siemens.	1	$ 5,680.50	$ 5,680.50
4	2907-0644-001	Flexy eWON Unit	1	$ 1,813.50	$ 1,813.50
5	LXZ515.99.B0000	Software- OPC Server	1	$ 3,543.00	$ 3,543.00
6	LXZ515.99.00001	Software RTC Upgrade	1	$ 1,009.50	$ 1,009.50
7	6184900	PVC Rail Mount Kit for ISE Sensors	2	$ 658.13	$ 1,316.26
8	6860000	High Output Airblast Cleaning System	2	$ 2,978.95	$ 5,957.90
9	LZY706	Cleaning Unit for AN-ISE sc/A-ISE sc	2	$ 444.86	$ 889.72
10	LXV440.99.00002	AN-ISE sc Low cost ISE combination Ammonium and Nitrate probe (immersion) with RFID, 10 m cable	2	$ 13,927.84	$ 27,855.68
11	6157400	Amtax sc Ammonium Analyzer, Outdoor, 0.05-20.0mg/L NH_4-N, One Channel Continuous Sample, 115-230 VAC.	2	$ 23,743.82	$ 47,487.64
12	5739000	Filtrax sample filtration system, 10 m heated hose, 115 Vac	3	$ 11,231.63	$ 33,694.89
13	LZX676	Stainless Steel Stand Kit	2	$ 592.51	$ 1,185.02
14	LZY714.99.43050	Filtrax Pole mounting hardware, 10 cm bracket, SS pole with opening 2 m.	1	$ 718.92	$ 718.92
15	6159600	Phosphax sc Phosphate Analyzer, Outdoor, 0.05-15.0 mg/L PO_4-P, One Channel Continuous Sample, 115-230V.	1	$ 23,630.92	$ 23,630.92
16	LZY286	Stand mounting kit (1.7 m) for SC analyzer and SC controller	2	$ 1,289.24	$ 2,578.48
17	LQV155.99.00012	Power Box with Power Connection Cable for Amtax sc and Phosphax sc.	2	$ 771.03	$ 1,542.06
18	LXV448.99.21001	NT3100sc UV Nitrate Sensor, 2 mm path length	2	$ 15,644.58	$ 31,289.16
19	lzx428	O-Rings for Bypass Panel Nitratax sc, 2 pcs.	2	$ 9.12	$ 18.24
20	5796200	Digital Extension Cable, 30 m (100 ft).	15	$ 570.31	$ 8,554.65
21	5796100	Digital Extension Cable, 15 m (50 ft).	5	$ 431.35	$ 2,156.75
22	LZX918	SC1000 Internal Network Connector	3	$ 86.26	$ 258.78
23	LXV400.99.10082	SC1000 Probe Module, 6 Sensor Connectors, 100-240 VAC with Conduits	3	$ 1,642.43	$ 4,927.29
24	LXV402.99.10002	SC1000 Multi-Parameter Universal Controller Display Module with Modbus TCP/IP	1	$ 5,854.65	$ 5,854.65
25	59P	Field Service Full Day Start-Up- Process	10	$ 2,472.00	$ 24,720.00
26	Start up Travel	Field Service Start-Up- Travel	10	$ 271.50	$ 2,715.00
27	Freight	Simplified Freight Charge	1	$ 1,059.82	$ 1,059.82
		Tax	1	8.75%	$ 18,639.54
				Total	$ 268,193.69

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.

HACH COMPANY

By:_____ Date: _____

Samantha Lee, Senior Manager

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 8/28/24

TO: Purchasing Division

FROM: MUED-WW

Purchase Requisition # _____

Estimated Total Cost: $ 295,000

Proposed Vendor: Hach Company

Request Term: FY 24/25

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: Hach Real Time Control

Manufacturer/Model Number: Hach/Hach N-RTC

Age: 20 years

Current Estimated Value: $250,000

☐ 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:

The justification for a sole source procurement to upgrade the current Hach RTC system is based on the need for compatibility, the obsolescence of the existing system, the integration with Hach WIMS, and the proprietary nature of the technology. This approach is the most cost-effective and operationally sound decision to ensure continued reliability and efficiency of the wastewater treatment plant.

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.
Joseph Hamburger Sean Kilday

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

The department would need to explore and evaluate alternative systems, potentially requiring a costly and complex overhaul of existing infrastructure.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Fernando Mata Digitally signed by Fernando Mata Date: 2024.08.28 11:56:17 -07'00' 08/28/2024
Prepared by Date

8/28/2024
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council Meeting **L. 10.**

DATE: 11/19/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Sole Source Procurement Waiver and Professional Services Agreement with Dudek to provide engineering support services through the construction phase of the Hinckley Water Treatment Plant Sludge Press Project for an amount not-to-exceed $339,203, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine approval of a Professional Services Agreement with Dudek for the Hinckley Water Treatment Plant Sludge Press 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 further move that the City Council approval to waive competitive procurement procedures to contract directly with Dudek to provide engineering support services for the construction phase of the Hinckley Water Treatment Plant Sludge Press Project; and,

3. I further move that City Council approval of a Professional Services Agreement with Dudek to provide engineering support through the construction phase of the Hinckley Water Treatment Plant Sludge Press Project for an amount not-to-exceed $339,203.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the Professional Services Agreement with Dudek for engineering support of the construction phase of the Hinckley Water Treatment Plant Sludge Press Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, waive the competitive procurement process, and approve a Professional Services Agreement with Dudek for an amount non-to-exceed $339,203.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) produces and distributes potable water to approximately 75,000 customers within its service area. Water is produced at two (2) surface water treatment plants (WTP). The Hinckley WTP receives raw water primarily from the Santa Ana River, and the Tate WTP receives raw water primarily from Mill Creek. Hinckley WTP and Tate WTP both use various mechanical and chemical processes to remove sediment and organic debris from the raw water prior to disinfection.

The byproduct of the sediment and debris removal process is a wet sludge that must be de-watered prior to disposal. The Hinckley WTP produces approximately 12,000 gallons of wet sludge from the sedimentation basins and 14,000 gallons of wet sludge from the waste wash water recycle treatment plant each day. The current de-watering process is lengthy, labor-intensive, and requires the use of diesel fueled heavy equipment to move the sludge as it dries. Typically, 2,400 cubic feet of dry sludge is produced each day. More advanced technologies exist that are capable of significantly expediting the wet sludge de-watering process and reducing operating costs.

In April 2022, the City Council approved a Professional Services Agreement with Dudek to engineer piping, valving, pumping, and associated infrastructure necessary to improve the Hinckley WTP sludge de-watering process. This project required Dudek to analyze Hinckley WTP processes, prepare construction plans, and develop a construction specification package. This project was completed successfully in June 2024, and the City Council approved the purchase of sludge press equipment specified by Dudek in September 2024. A purchase order has been issued for this equipment.

As the construction phase of this project develops, engineering support services will be necessary to ensure the various unique elements of the project are executed successfully. These services include equipment submittal reviews and approvals, construction phase document preparation and bid support, and periodic on-site support as the project is constructed. To avoid engineering design conflicts and reduce liability for the City, MUED staff recommends

waiving the competitive procurement process and contracting directly with Dudek for these services. Staff negotiated a reasonable fee of $339,203 with Dudek to provide these services.

Approval of the Professional Services Agreement with Dudek 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 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
Paul Mariscal, Water Utility Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$339,203
Budgeted Y/N:	Y
Account No.:	501009
Discussion:	

There is no fiscal impact associated with this action. The FY 24/25 MUED Budget includes funding for this project.

Attachments

Agreement - Dudek
Exhibit A - Scope of Work
Exhibit B - Project Schedule
Exhibit C - Fee Schedule

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Construction Phase Support Services for the Hinckley Water Treatment Plant Sludge Press Project ("Agreement") is made and entered in this 19th day of November, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Dudek, 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 Construction Phase Support Services for the Hinckley Water Treatment Plant Sludge Press Project 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 November 18, 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 the Consultant's performance of the Services shall not exceed the amount of Three Hundred Thirty-Nine Thousand Two Hundred Three Dollars ($339,203). 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:

John R. Harris, MUED Director
City of Redlands
35 Cajon Street, Suite 15A
P.O. Box 3005 (mailing)
Redlands, CA 92373
jharris@cityofredlands.org
Phone: (909) 798-7658

CONSULTANT:

Bob Ohlund, P.E., Vice President
Dudek
3544 University Avenue
Riverside, CA 92501
Phone: (949) 373-8313

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

ATTEST:

_____
Jeanne Donaldson, City Clerk

DUDEK

By: _____
Bob Ohlund, P.E., Vice President

EXHIBIT "A"
SCOPE OF SERVICES

The following Scope of Work details the tasks that the Consultant shall complete with respect to preparing and completing the Design Services for Well Drilling.

This scope of work shall be completed within the schedule period listed in Exhibit “B.”

EXHIBIT "B"
PROJECT SCHEDULE

EXHIBIT "C"
FEE SCHEDULE

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.

DUDEK

By:_____ Date: _____
Bob Ohlund, P.E., Vice President

October 22, 2024

John Harris, Municipal Utilities & Engineering Director
City of Redlands
35 Cajon Street, Suite 15A
Redlands, CA 92373

Subject: Hinckley Water Treatment Plant, Sludge Press Project
Proposal for Engineering Services, Pre-Bid through ESDC Proposal

Dear Mr. Harris,

We are pleased to provide this proposal for engineering support services for bidding and construction of the Hinckley Water Treatment Plant Sludge Press Project. Included in this proposal are the following discussions:

1. General Information – General Firm Information and Primary Point of Contact
2. Project Team– Presents our Team members' roles and responsibilities
3. Project Understanding and Approach – Describes project background and objectives; Includes scope of work with specific work elements
4. Fee Proposal – Quantifies our anticipated level of effort

Our proposal demonstrates our thorough understanding of your project goals and offers a comprehensive approach for successful construction.

General Information

The Dudek team presented in this proposal has the resources to perform the work required for the Project as included in the provided Project Scope of Work. Those tasks to be completed by subcontractors are also defined within the Scope of Work.

The primary point of contact for this proposal and project correspondence is Sam Hawkinson, available at 510.636.5640 or shawkinson@dudek.com.

Project Team

The Dudek team will maintain the organizational structure from Phase 1 for Hinckley Water Treatment Plant Sludge Press Project, with the notable exception of Sam Hawkinson providing project management duties. Charles Greely will serve as the Principal in Charge. The full project team organizational structure is included below.



PROJECT MANAGEMENT

Principal in Charge & QA/QC	**Project Manager/ Account Manager**
Charles Greely, PE	Sam Hawkinson, PE

PROJECT TEAM

Senior Engineers	**Project Engineer**	**Electrical Engineer**	**Structural Engineer**
Brian Robertson, PE, QSD	Hilary Goldschmidt	*Michael Rizza, PE, RCDD, CTS-D, LEED AP* [1]	*Matt Stone, PE, SE* [2]

[1] *Rizza Engineering*
[2] *Kelsey Structural*

Project Understanding and Approach

Background

The 90-percent design package was recently submitted to the City of Redlands (City) for review. Through conversations with City staff, it is our understanding that the City is requesting that Dudek proceed with completion of the Contract Documents, as well as provide engineering services during bidding (ESDB) and construction (ESDC). This proposal supports these activities.

During production of 90-percent design package, Dudek assisted the City with pre-negotiation and pre-purchase of the Sludge Press unit, including required appurtenances, control panel and controls, and sludge press platform. The quote provided by the Sludge Press manufacturer (Pacific Press/Harrington Plastics) is currently being presented to the City Council for approval of the equipment pre-purchase. Dudek understands that Phase 2 of design and engineering services during bidding and construction will commence after the City has successfully negotiated procurement of the pre-purchased equipment, with associated submittals and shop drawings.

Project Goals

Project goals include the following:

- Provide support during pre-purchase submittal phase of Filter Press equipment
- Incorporate client comments from 90-percent design review
- Incorporate client pre-purchase agreement into 100-percent design documents
- Attend comment review meeting for 100-percent design submittal
- Prepare final design documents for advertisement and bidding
- Provide support during bidding activities
- Provide engineering services during construction

Scope of Work

Dudek will implement the detailed scope of work as outlined below. Dudek assumes that the City will select a construction management (CM) team to provide construction management and inspection of the work. The services of CM team will ensure good communication between the Contractor, City and Engineer, and assure successful completion of construction. Dudek proposes to provide the following services:

PRE-BID SERVICES

Task 1.1 Virtual Kick-Off Meeting and 90-Percent Comment Review

Dudek design team will attend a virtual kick-off meeting to include a 90-percent comment review workshop.

Task 1.1 Assumptions

- City staff will incorporate the 90-percent design review comments prior to the meeting; the purpose is to review comments and begin completion of the 100-percent design submittal.

Task 1.1 Deliverables

- Meeting Agenda / Meeting minutes.

Task 1.2 100-Percent Contract Documents and Cost Opinion

Dudek will prepare the 100-percent Design Documents, to include:

Task 1.2 Assumptions

- City staff complete filter press pre-purchase and have supplier submit shop drawings, including equipment and platform loads, dimensioning, and similar element to verify concrete foundation design and anchorage, equipment list, and other documentation.

Task 1.2 Deliverables

- 100-Percent Contract Document and cost opinion.

Task 1.3 100% Design Review Meeting

Dudek design team will attend a virtual 100-percent comment review meeting (virtual).

Task 1.3 Assumptions

- City staff will prepare 100-percent design review comments prior to the meeting.

Task 1.3 Deliverables

- None.

Task 1.4 Final Design Submittal

Dudek will complete design of eh Final Construction Documents.

Task 1.4 Assumptions

- Final design will incorporate City comments from 100-percent design review.

Task 1.4 Deliverables

- Final Contract Documents.

Task 1.5 Pre-Bid Meeting Support Walk

Dudek will attend pre-bid site walk and be prepared to respond to questions regarding design intent.

Task 1.5 Assumptions

- Dudek project manager will attend site walk.

Task 1.5 Deliverables

- None.

Task 1.6 Addenda Preparation and Response To Questions

Dudek will assist the City in providing responses to Requests for Information (RFIs). Dudek will assist the City in providing clarifications and preparing written addenda.

Task 1.6 Assumptions

- Dudek assumes preparation of up to three (3) addenda.
- Dudek assumes up to 25 RFIs.
- Kelsey Structural assumes a maximum of four (4) RFIs.
- Kelsey Structural assumes preparation of a maximum of two (2) addenda.

Task 1.6 Deliverables

- Addenda addressing contractor pre-bid questions, as defined.

Task 1.7 Conformed Plans and Specifications Preparation

Dudek will assist the City in preparing conformed plans and specifications.

Task 1.7 Assumptions

- Preparation of conformed plans and specifications at the completion of bidding phase, including incorporation of issued addenda and responses to questions into the Contract Documents
- It is projected that the City or its selected Construction Manager will issue the Conformed Contract Documents to the Contractor prior to the start of construction

Task 1.7 Deliverables

- Conformed plans and specifications.

ENGINEERING SERVICES DURING CONSTRUCTION

Task 2.1 Pre-Construction Meeting

Dudek will attend the Pre-Construction Meeting, which is assumed to occur at the City offices.

Task 2.1 Assumptions

- The meeting is assumed to be conducted by the City or its selected Construction Manager.
- It is also assumed that the Construction Manager will prepare meeting minutes.

Task 2.1 Deliverables

- None.

Task 2.2 RFIs & Design Clarifications

Dudek will assist the City and the City's construction manager in responding to Requests for Information (RFI) and providing clarifications of the design intent. This assistance may include modifications to the drawings, sketches, and written descriptions.

Task 2.2 Assumptions

- Dudek assumes 50 RFIs to be received and responded to.
- Dudek assumes RFIs from the Contractor will be formally submitted to the Construction Manager, and then transmitted to Dudek. Questions requiring responses from the design team will be forwarded to the Dudek Project Manager for distribution and response.
- Kelsey Strucutral assumes a maximum of 10 RFIs related to strucutral work.

Task 2.2 Deliverables

- Provide responses for up to 50 requests for information (RFIs) and/or requests for clarification (RFCs). At the City's discretion, the Dudek team will provide responses to RFIs and RFCs in e-mail format.

Task 2.3 Shop Drawings & Submittal Reviews

Dudek and subconsultants will review and process shop drawings and submittals and resubmittals. Submittal responses will be returned within ten (10) working days. Dudek will maintain a submittal log to document submittals and track status.

Task 2.3 Assumptions

- Dudek assumes submittals and shop drawings from the Contractor will be formally submitted to the Construction Manager, who will forward to the Dudek Project Manager for distribution and response.
- Dudek assumes a maximum of 50 shop drawings/submittal and 25 resubmittals.

- Kelsey Structural assumes a maximum of 15 shop drawings/submittals and 8 resubmittals.

Task 2.3 Deliverables

- Review and process up to 50 shop drawings/submittals and up to 25 resubmittals. Submittal review beyond the second submittal shall be paid by the Contractor in accordance with the Contract Documents.

Task 2.4 General Construction Meetings

Dudek will attend a total of 4 in-person general meetings at the City office or construction site to discuss construction issues with City staff and the Construction Manager. The Dudek project manager, or his assigned representative will attend each of these meetings with the appropriate additional team member(s) based in the issue(s) being discussed.

Task 2.4 Assumptions

- Dudek assumes attendance in up to 4 in-person general construction meetings.

Task 2.4 Deliverables

- None.

Task 2.5 Construction Progress Meetings

Dudek will attend weekly construction progress meetings (virtually) throughout the duration of the project. Dudek attendance/participation at seventy-eight (78) construction progress meetings is included. Dudek attendance includes the Dudek project manager and the appropriate team member(s) based on the issue(s) being discussed. Dudek assumes weekly construction meetings will be organized and documented by the Construction Manager.

Task 2.5 Assumptions

- Dudek assumes attendnace in a maximum of 78 virtual construciton meetings.

Task 2.5 Deliverables

- None.

Task 2.6 Design Deviation Review

Dudek will assist the City with evaluation of Contractor-proposed design deviations and substitutions, as may be requested or required by the Construction Manager. Dudek will evaluate the proposed design changes relative to consistency with the original design intention. As the extent and nature of Contractor-proposed design deviations are currently undefined, an allowance is provided for this contract item. Services will be provided at City direction within the available fee allowance.

Task 2.6 Assumptions

- Dudek assumes up to 64 staff hours for design deviation review.
- Kelsey Strucutral assumes a maximum of 3 design deviation reviews.

Task 2.6 Deliverables

- None.

Task 2.7 Record Drawing Preparation

Dudek will prepare record drawings, in cooperation with the City and its Construction Manager, based on the construction plan markups provided by the Contractor at the completion of construction.

Task 2.7 Assumptions

- Following construction, Dudek will prepare the record drawings.

Task 2.7 Deliverables

- The drawings will be prepared based on field changes and redlines documented by the Construction Manager and the Contractor, and changes resulting from RFIs, clarifications and contract change orders.
- Dudek will provide electronic files (PDF and AutoCAD) of the revisions. Dudek will provide the files in electronic format only (including PDF and AutoCAD formats) and no hard copies are included. IF printed copies or mylars are required, Dudek will negotiate the fee for provision of these copies/mylars as additional fee items.

PROJECT MANAGEMENT

Task 3.1 Project Management, Monthly Invoicing, and Billing Reports

Dudek will conduct effective project administration and management including the preparation and distribution of monthly progress reports including progress to date, potential completion issues, and anticipated next steps in progress. Progress reports will also include budget status and project schedule updates.

Task 3.1 Assumptions

- Dudek assumes a 18 month project duration.

Task 3.1 Deliverables

- Monthly progress reports.

Task 3.2 Filter Press Pre-Purchasing Support

Dudek will provide support during the pre-purchasing of the Filter Press unit. This support will be limited to attending virtual meetings with the City and equipment manufacturer and reviewing manufacturer equipment submittals.

Task 3.2 Assumptions

- Dudek assumes review of an initial submittal and two re-submittals.
- Dudek assumes manufacturer submittal production time of 6 weeks per submittal.

Task 3.2 Deliverables

- Submittal review comments
- Re-submittal review comments.

Fee Proposal

Dudek proposes a project budget of $339,203 for completion of the above tasks. A breakdown of estimated labor hours by category for each task is included below.

Dudek Labor Hours and Rates

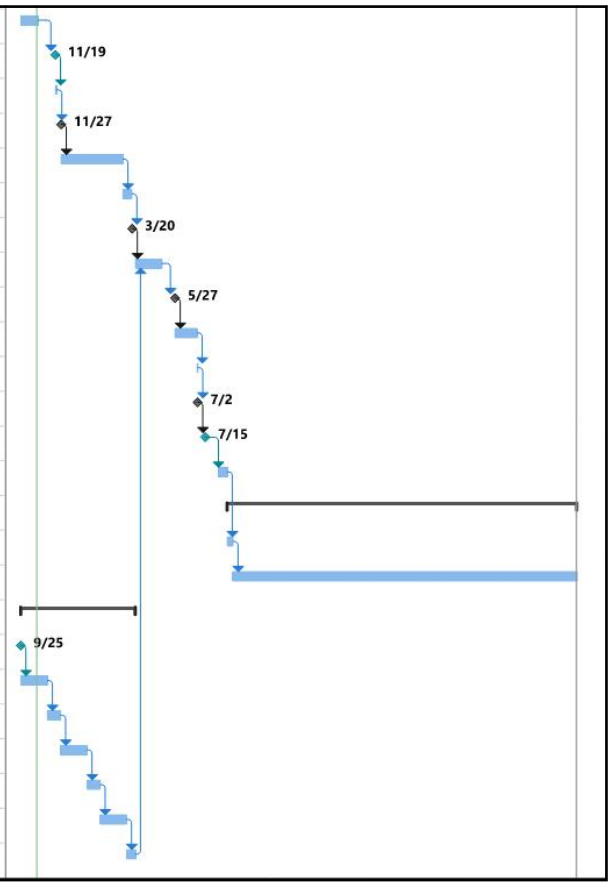
	Project Team Role:	PIC - QA/QC	Project Manager	Senior Engineer	Project Engineer	CAD Designer	Admin	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Structural	Electrical	OTHER DIRECT COSTS	TOTAL FEE
	Team Member:	Chuck Greely	Sam Hawkinson	Brian Robertson	Hilary Goldschmidt	Nikki Hunter	Michelle Kinney			Kelsey	Rizza		
	Billable Rate :	$280	$260	$255	$200	$195	$150			Fee	Fee		
Task 1	Pre-Bid Services												
1.1	In-Person Kick-Off Meeting and 90% comment review	3	3	2		2		10	$ 2,520	$483			$ 3,003
1.2	100% Drawings, Specifications, EOPCC	6	85	8		120		219	$ 49,220	$17,641			$ 66,861
1.3	100% design review meeting	1	1	1				3	$ 795				$ 795
1.4	Final design submittal	4	15	5		30		54	$ 12,145	$5,877			$ 18,022
1.5	Pre-bid meeting support		8					8	$ 2,080		$529	$ 1,000	$ 3,609
1.6	Addenda preparation and response to questions		25	25		32		82	$ 19,115	$897	$2,812		$ 22,824
1.7	Conformed plans and specs preparation		4			16		20	$ 4,160				$ 4,160
	Subtotal Task 1	14	141	41		200		396	$ 90,035	$ 24,898	$ 3,341	$ 1,000	$ 119,273
Task 2	Engineering Services During Construction												
2.1	Pre-Construction Meeting		10	8				18	$ 4,640			$ 1,000	$ 5,640
2.2	RFIs and Design Clarifications (assume 50 RFIs)	4	50	10				64	$ 16,670	$2,070	$1,369		$ 20,109
2.3	Shop Drawings & Submittal Reviews (assume 50 Submittals/25 Resubmittals)	4	75	10	150			239	$ 53,170	$7,441	$3,657		$ 64,268
2.4	General Construction Meetings (Assume 4 in-person meetings)		32	8				40	$ 10,360	$2,691	$2,737	$ 4,700	$ 20,488
2.5	Construction Progress Meetings (virtual meetings)		78	19	78			175	$ 40,821		$1,369		$ 42,190
2.6	Design Deviation Review	8	16	8	8	24		64	$ 14,720	$2,703			$ 17,423
2.7	Record Drawing Preparation	2	4	4	54	64		128	$ 25,900		$1,903		$ 27,803
	Subtotal Task 2	18	265	67	290	88		728	$ 166,281	$ 14,904	$ 11,034	$ 5,700	$ 197,919
Task 3	Project Management												
3.1	Project Management, Monthly Invoicing, and Billing Reports		18				18	36	$ 7,380	$4,830			$ 12,210
3.2	Filter Press Pre-Purchasing Support	2	12	24				38	$ 9,800				$ 9,800
	Subtotal Task 3		18				18	36	$ 7,380	$ 4,830	$ -	$ -	$ 12,210
	Total Hours and Fee	34	436	132	290	288	18	1198	$ 273,496	$ 44,632	$ 14,375	$ 6,700	$ 339,203

Schedule

Dudek proposes the following schedule with key dates including the following:

- Council meeting 11/19/24
- 90% Design Review Workshop 11/27/24
- 100% Design Submittal 3/5/25
- Final Design Submittal 5/6/25
- Pre-Bid Site walk 5/27/25
- Council meeting 7/15/25
- Contractor NTP 8/18/25

2	Phase 2 proposal	19 days	Wed 9/25/24	Mon 10/21/24
3	Council Meeting	0 days	Tue 11/19/24	Tue 11/19/24
4	Phase 2 - NTP	2 days	Tue 11/19/24	Wed 11/20/24
5	Virtual Kick-Off Meeting and 90% Comment Review	0 days	Wed 11/27/24	Wed 11/27/24
6	100% Drawings, Specifications, EOPCC	70 days	Thu 11/28/24	Wed 3/5/25
7	City review of 100% submittal	10 days	Thu 3/6/25	Wed 3/19/25
8	100% design review meeting	0 days	Thu 3/20/25	Thu 3/20/25
9	Final Design	30 days	Wed 3/26/25	Tue 5/6/25
10	Pre-Bid Site Walk	0 days	Tue 5/27/25	Tue 5/27/25
11	Bidding	25 days	Wed 5/28/25	Tue 7/1/25
12	Bid evaluation support	1 day	Wed 7/2/25	Wed 7/2/25
13	Submit paperowrk to council	0 days	Wed 7/2/25	Wed 7/2/25
14	Council Meeting	0 days	Tue 7/15/25	Tue 7/15/25
15	NTP approval process	10 days	Tue 8/5/25	Mon 8/18/25
16	**Task 2 Construction Phase Support**	**397 days**	**Tue 8/19/25**	**Wed 2/24/27**
17	Pre-Construction meeting	7 days	Tue 8/19/25	Wed 8/27/25
18	Construction Phase Support	390 days	Thu 8/28/25	Wed 2/24/27
19	**Task 3 Project Management**	**130 days**	**Wed 9/25/24**	**Tue 3/25/25**
20	Filter press (FP) PO issued	0 days	Wed 9/25/24	Wed 9/25/24
21	FP submittal	30 days	Wed 9/25/24	Tue 11/5/24
22	FP submittal review	15 days	Wed 11/6/24	Tue 11/26/24
23	FP re-submittal 1	30 days	Wed 11/27/24	Tue 1/7/25
24	FP re-submittal 1 review	15 days	Wed 1/8/25	Tue 1/28/25
25	FP re-submittal 2	30 days	Wed 1/29/25	Tue 3/11/25
26	FP re-submittal 2 review	10 days	Wed 3/12/25	Tue 3/25/25



Closing

We look forward to continuing our work on this project with you and the City and to providing the services described herein. Please do not hesitate to call or email me (510.636.5640) or (shawkinson@dudek.com) with any questions you might have about our proposal.

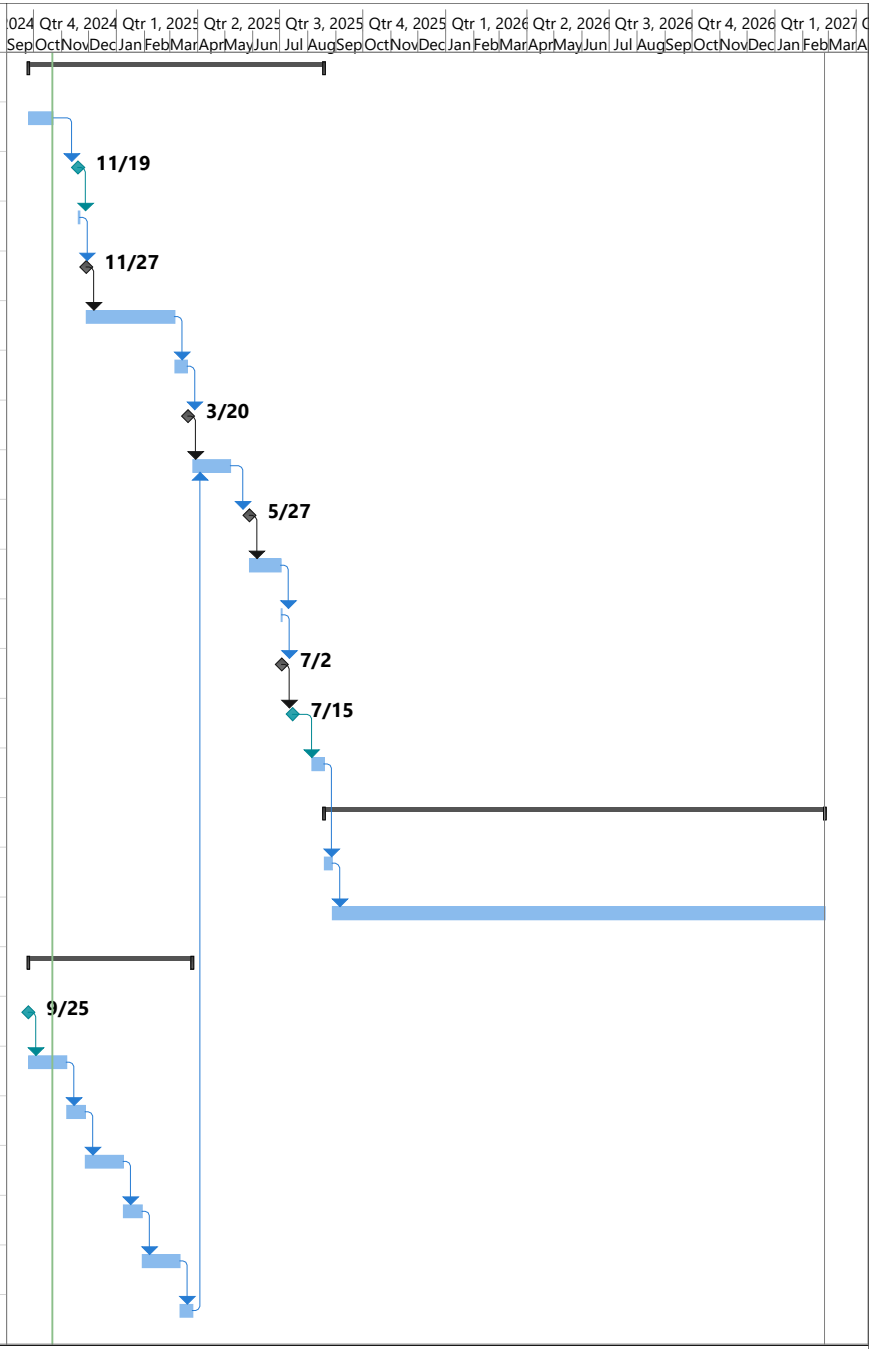
Respectfully Submitted,

Robert Ohlund, P.E.
Vice President

Sam Hawkinson, P.E.
Project Manager

Bob Ohlund is authorized to sign on behalf of Dudek.

ID	Task Name	Duration	Start	Finish
1	**Pre-Bid Services**	**234 days**	**Wed 9/25/24**	**Mon 8/18/25**
2	Phase 2 proposal	19 days	Wed 9/25/24	Mon 10/21/24
3	Council Meeting	0 days	Tue 11/19/24	Tue 11/19/24
4	Phase 2 - NTP	2 days	Tue 11/19/24	Wed 11/20/24
5	Virtual Kick-Off Meeting and 90% Comment Review	0 days	Wed 11/27/24	Wed 11/27/24
6	100% Drawings, Specifications, EOPCC	70 days	Thu 11/28/24	Wed 3/5/25
7	City review of 100% submittal	10 days	Thu 3/6/25	Wed 3/19/25
8	100% design review meeting	0 days	Thu 3/20/25	Thu 3/20/25
9	Final Design	30 days	Wed 3/26/25	Tue 5/6/25
10	Pre-Bid Site Walk	0 days	Tue 5/27/25	Tue 5/27/25
11	Bidding	25 days	Wed 5/28/25	Tue 7/1/25
12	Bid evaluation support	1 day	Wed 7/2/25	Wed 7/2/25
13	Submit paperowrk to council	0 days	Wed 7/2/25	Wed 7/2/25
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26	FP re-submittal 2 review	10 days	Wed 3/12/25	Tue 3/25/25



City of Redlands
Hinckley WTP Sludge Press
DUDEK FEE ESTIMATE
10/21/2024

		Dudek Labor Hours and Rates													
	Project Team Role:	PIC - QA/QC	Project Manager	Senior Engineer	Project Engineer	CAD Designer	Admin			Structural	Electrical				
	Team Member:	Chuck Greely	Sam Hawkinson	Brian Robertson	Hilary Goldschmidt	Nikki Hunter	Michelle Kinney	TOTAL DUDEK HOURS	DUDEK LABOR COSTS	Kelsey	Rizza	OTHER DIRECT COSTS		TOTAL FEE	
	Billable Rate :	$280	$260	$255	$200	$195	$150			Fee	Fee				
Task 1	**Pre-Bid Services**														
1.1	In-Person Kick-Off Meeting and 90% comment review	3	3	2		2		10	$ 2,520	$483				$ 3,003	
1.2	100% Drawings, Specifications, EOPCC	6	85	8		120		219	$ 49,220	$17,641				$ 66,861	
1.3	100% design review meeting	1	1	1				3	$ 795					$ 795	
1.4	Final design submittal	4	15	5		30		54	$ 12,145	$5,877				$ 18,022	
1.5	Pre-bid meeting support		8					8	$ 2,080		$529	$ 1,000		$ 3,609	
1.6	Addenda preparation and response to questions		25	25		32		82	$ 19,115	$897	$2,812			$ 22,824	
1.7	Conformed plans and specs preparation		4			16		20	$ 4,160					$ 4,160	
	Subtotal Task 1	**14**	**141**	**41**		**200**		**396**	**$ 90,035**	**$ 24,898**	**$ 3,341**	**$ 1,000**		**$ 119,273**	
Task 2	**Engineering Services During Construction**														
2.1	Pre-Construction Meeting		10	8				18	$ 4,640			$ 1,000		$ 5,640	
2.2	RFIs and Design Clarifications (assume 50 RFIs)	4	50	10				64	$ 16,670	$2,070	$1,369			$ 20,109	
2.3	Shop Drawings & Submittal Reviews (assume 50 Submittals/25 Resubmittals)	4	75	10	150			239	$ 53,170	$7,441	$3,657			$ 64,268	
2.4	General Construction Meetings (Assume 4 in-person meetings)		32	8				40	$ 10,360	$2,691	$2,737	$ 4,700		$ 20,488	
2.5	Construction Progress Meetings (virtual meetings)		78	19	78			175	$ 40,821		$1,369			$ 42,190	
2.6	Design Deviation Review	8	16	8	8	24		64	$ 14,720	$2,703				$ 17,423	
2.7	Record Drawing Preparation	2	4	4	54	64		128	$ 25,900		$1,903			$ 27,803	
	Subtotal Task 2	**18**	**265**	**67**	**290**	**88**		**728**	**$ 166,281**	**$ 14,904**	**$ 11,034**	**$ 5,700**		**$ 197,919**	
Task 3	**Project Management**														
3.1	Project Management, Monthly Invoicing, and Billing Reports		18				18	36	$ 7,380	$4,830				$ 12,210	
3.2	Filter Press Pre-Purchasing Support	2	12	24				38	$ 9,800					$ 9,800	
	Subtotal Task 3		**18**				**18**	**36**	**$ 7,380**	**$ 4,830**	**$ -**	**$ -**		**$ 12,210**	
	Total Hours and Fee	**34**	**436**	**132**	**290**	**288**	**18**	**1198**	**$ 273,496**	**$ 44,632**	**$ 14,375**	**$ 6,700**		**$ 339,203**	